

FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



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Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 136 #Names: 2
Trust: 68.50 Rec: 1,089.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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. Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" 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 "B" 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 Master Association, and by the Declarant so long as it is an Owner of any portion of the Property or Community, 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 or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Master Association or leasing offices, or similar or other facilities on any portion of the Property or Community, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or 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 Master 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 Master Association and other expenses of the Master Association, as more particularly described in Article V of this Declaration.



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WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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. Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" 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 "B" 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 Master Association, and by the Declarant so long as it is an Owner of any portion of the Property or Community, 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 or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Master Association or leasing offices, or similar or other facilities on any portion of the Property or Community, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or 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 Master 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 Master Association and other expenses of the Master 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 Master 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 Master Association being Exhibit "C" 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 or Unit or in the case of Commercial Lots or Units or the Walkabout Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of Titusville, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Walkabout Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Walkabout Club Facilities" shall mean and refer to the two golf courses, clubhouse and a bath & tennis club as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Walkabout Golf and Country Club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "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 Master 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 in any Supplemental Declaration hereto or by or on any plat 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.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks,



and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district. Further 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 a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

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 Master 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 Master 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, decrease or transfer to a Sub-Association). 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 14. "Community" shall mean and refer to that certain real property located in the Brevard County, Florida, owned by Declarant, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot. Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "E". The Developer reserves the right to add lands to the Conservation Area.

Section 17. "County" shall mean and refer to Brevard County, Florida.

Section 18. "Declarant" shall mean and refer to WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and 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 19. "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 20. "District" shall mean and refer to the Walkabout Community Development District or its successors.

Section 21. "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 22. "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 Master Association or its agents, designees, or assigns.

Section 23. "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, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

Section 24. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

Section 25. "Institutional Mortgagee" 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 26. "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 24 of this Article.

Section 27. "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 Community. When the term "Lakes" is used in this Declaration, it shall be presumed unless otherwise specifically stated, that such Lakes shall be part of District Property as defined in Section 20 of this Article.

Section 28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of



the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Walkabout Club Facilities.

B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

Section 29. "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 this Declaration and in the Articles and Bylaws.

Section 30. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 31. "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 "B" 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 32. "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. The fee owner of the "Walkabout Club Facilities", the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Walkabout Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. 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 33. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.

Section 34. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of...



and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 35. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar executed by a Declarant and recorded in the Public Records of Broward County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 36. "Special Assessment" shall mean and refer to assessments for services which the Master 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 37. "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 38. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by Declarant, either has the effect of adding or deleting property to the Property pursuant to the Provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person,



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WHEREAS, Declarant has caused the Master 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,

Section 3. "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board of the Master 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 Master Association being Exhibit "C" 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 or Unit or in the case of Commercial Lots or Units or the Walkabout Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of Titusville, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Walkabout Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Walkabout Club Facilities" shall mean and refer to the two golf courses, clubhouse and a bath & tennis club as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Walkabout Golf and Country Club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "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 Master 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 in any Supplemental Declaration hereto or by or on any plat 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.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks,



and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district. Further 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 a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

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 Master 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 Master 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, decrease or transfer to a Sub-Association). 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 14. "Community" shall mean and refer to that certain real property located in the Brevard County, Florida, owned by Declarant, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot. Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "E". The Developer reserves the right to add lands to the Conservation Area.

Section 17. "County" shall mean and refer to Brevard County, Florida.

Section 18. "Declarant" shall mean and refer to WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and 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



FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



CFN 2005305323 08-25-2005 11:25 am
OR Book/Page: 5522 / 7854

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 136 #Names: 2
Trust: 68.50 Rec: 1,089.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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. Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" 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 "B" 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 Master Association, and by the Declarant so long as it is an Owner of any portion of the Property or Community, 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 or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Master Association or leasing offices, or similar or other facilities on any portion of the Property or Community, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or 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 Master 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 Master Association and other expenses of the Master Association, as more particularly described in Article V of this Declaration.



FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



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FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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. Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" 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 "B" 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 Master Association, and by the Declarant so long as it is an Owner of any portion of the Property or Community, 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 or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Master Association or leasing offices, or similar or other facilities on any portion of the Property or Community, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or 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 Master 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 Master Association and other expenses of the Master 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 Master 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 Master Association being Exhibit "C" 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 or Unit or in the case of Commercial Lots or Units or the Walkabout Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of Titusville, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Walkabout Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Walkabout Club Facilities" shall mean and refer to the two golf courses, clubhouse and a bath & tennis club as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Walkabout Golf and Country Club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "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 Master 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 in any Supplemental Declaration hereto or by or on any plat 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.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks,



and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district. Further 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 a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

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 Master 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 Master 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, decrease or transfer to a Sub-Association). 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 14. "Community" shall mean and refer to that certain real property located in the Brevard County, Florida, owned by Declarant, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot. Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "E". The Developer reserves the right to add lands to the Conservation Area.

Section 17. "County" shall mean and refer to Brevard County, Florida.

Section 18. "Declarant" shall mean and refer to WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and 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 19. "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 20. "District" shall mean and refer to the Walkabout Community Development District or its successors.

Section 21. "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 22. "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 Master Association or its agents, designees, or assigns.

Section 23. "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, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

Section 24. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

Section 25. "Institutional Mortgagee" 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 26. "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 24 of this Article.

Section 27. "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 Community. When the term "Lakes" is used in this Declaration, it shall be presumed unless otherwise specifically stated, that such Lakes shall be part of District Property as defined in Section 20 of this Article.

Section 28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of



the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Walkabout Club Facilities.

B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

Section 29. "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 this Declaration and in the Articles and Bylaws.

Section 30. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 31. "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 "B" 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 32. "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. The fee owner of the "Walkabout Club Facilities", the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Walkabout Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. 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 33. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.

Section 34. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of a



and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 35. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar executed by a Declarant and recorded in the Public Records of Broward County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 36. "Special Assessment" shall mean and refer to assessments for services which the Master 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 37. "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 38. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by Declarant, either has the effect of adding or deleting property to the Property pursuant to the Provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person,



FEED EX

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and Record and Return to:
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712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



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Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 136 #Names: 2
Trust: 68.50 Rec: 1,089.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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,

Section 3. "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board of the Master 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 Master Association being Exhibit "C" 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 or Unit or in the case of Commercial Lots or Units or the Walkabout Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of Titusville, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Walkabout Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Walkabout Club Facilities" shall mean and refer to the two golf courses, clubhouse and a bath & tennis club as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Walkabout Golf and Country Club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "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 Master 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 in any Supplemental Declaration hereto or by or on any plat 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.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks,



and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district. Further 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 a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

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 Master 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 Master 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, decrease or transfer to a Sub-Association). 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 14. "Community" shall mean and refer to that certain real property located in the Brevard County, Florida, owned by Declarant, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot. Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "E". The Developer reserves the right to add lands to the Conservation Area.

Section 17. "County" shall mean and refer to Brevard County, Florida.

Section 18. "Declarant" shall mean and refer to WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and 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 19. "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 20. "District" shall mean and refer to the Walkabout Community Development District or its successors.

Section 21. "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 22. "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 Master Association or its agents, designees, or assigns.

Section 23. "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, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

Section 24. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

Section 25. "Institutional Mortgagee" 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 26. "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 24 of this Article.

Section 27. "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 Community. When the term "Lakes" is used in this Declaration, it shall be presumed unless otherwise specifically stated, that such Lakes shall be part of District Property as defined in Section 20 of this Article.

Section 28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of



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.

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Section 28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of



the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Walkabout Club Facilities.

B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

Section 29. "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 this Declaration and in the Articles and Bylaws.

Section 30. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 31. "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 "B" 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 32. "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. The fee owner of the "Walkabout Club Facilities", the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Walkabout Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. 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 33. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.

Section 34. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of...



and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 35. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar executed by a Declarant and recorded in the Public Records of Broward County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 36. "Special Assessment" shall mean and refer to assessments for services which the Master 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 37. "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 38. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by Declarant, either has the effect of adding or deleting property to the Property pursuant to the Provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person,



FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



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WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

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WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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,

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.

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Section 21. "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 22. "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 Master Association or its agents, designees, or assigns.

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the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

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B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

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Section 30. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 31. "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 "B" 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 32. "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. The fee owner of the "Walkabout Club Facilities", the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Walkabout Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. 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 33. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.

Section 34. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of a



and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 35. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar executed by a Declarant and recorded in the Public Records of Broward County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 36. "Special Assessment" shall mean and refer to assessments for services which the Master 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 37. "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 38. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by Declarant, either has the effect of adding or deleting property to the Property pursuant to the Provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person,



FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



CFN 2005305323 08-25-2005 11:25 am
OR Book/Page: 5522 / 7854

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 136 #Names: 2
Trust: 68.50 Rec: 1,089.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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,

the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Walkabout Club Facilities.

B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

Section 29. "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 this Declaration and in the Articles and Bylaws.

Section 30. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

Section 31. "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 "B" 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 32. "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. The fee owner of the "Walkabout Club Facilities", the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Walkabout Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. 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 33. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.

Section 34. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of...



and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 35. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar executed by a Declarant and recorded in the Public Records of Broward County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 36. "Special Assessment" shall mean and refer to assessments for services which the Master 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 37. "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 38. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by Declarant, either has the effect of adding or deleting property to the Property pursuant to the Provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person,



FEED EX

This Document Prepared By
and Record and Return to:
David B. Norris, Esquire
Cohen, Norris, Scherer, Weinberger & Wolmer
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408



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Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 136 #Names: 2
Trust: 68.50 Rec: 1,089.00 Serv: 0.00
Ded: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

FIRST AMENDED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WALKABOUT GOLF AND COUNTRY CLUB

This First Amended Declaration of Covenants, Restrictions and Easements is made this 9th day of August 2005, by WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and WALKABOUT RESIDENTIAL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Declarant").

R E C I T A L S

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 "Community"), and

WHEREAS, Declarant has previously recorded Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club at Official Records Book 5404, Page 3641 of the Public Records of Brevard County, Florida (the "Initial Declaration"); and

WHEREAS, Declarant hereby amends the Initial Declaration by recording this First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club (hereafter "this Declaration") which shall replace the Initial Declaration in its entirety; and

WHEREAS, Declarant wishes to subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Walkabout" or "Walkabout Golf and Country Club") to create a corporation not-for-profit under the laws of the State of Florida (hereinafter referred to as the "Master 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 Master 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. Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" 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 "B" 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 Master Association, and by the Declarant so long as it is an Owner of any portion of the Property or Community, 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 or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construction, sales, Master Association or leasing offices, or similar or other facilities on any portion of the Property or Community, nor the Declarant's right to post signs incidental to the sales, leasing or otherwise marketing of any portion of the Property or 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 Master 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 Master Association and other expenses of the Master 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 Master 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 Master Association being Exhibit "C" 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 or Unit or in the case of Commercial Lots or Units or the Walkabout Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of Titusville, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Walkabout Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Walkabout Club Facilities" shall mean and refer to the two golf courses, clubhouse and a bath & tennis club as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Walkabout Golf and Country Club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "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 Master 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 in any Supplemental Declaration hereto or by or on any plat 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.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks,



and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installations thereon or any areas which have been dedicated to any public utility or special taxing district. Further 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 a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

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 Master 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 Master 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, decrease or transfer to a Sub-Association). 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 14. "Community" shall mean and refer to that certain real property located in the Brevard County, Florida, owned by Declarant, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot. Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "E". The Developer reserves the right to add lands to the Conservation Area.

Section 17. "County" shall mean and refer to Brevard County, Florida.

Section 18. "Declarant" shall mean and refer to WALKABOUT GOLF AND COUNTRY CLUB, L.L.C., a Florida limited liability company, and 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 19. "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 20. "District" shall mean and refer to the Walkabout Community Development District or its successors.

Section 21. "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 22. "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 Master Association or its agents, designees, or assigns.

Section 23. "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, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

Section 24. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

Section 25. "Institutional Mortgagee" 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 26. "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 24 of this Article.

Section 27. "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 Community. When the term "Lakes" is used in this Declaration, it shall be presumed unless otherwise specifically stated, that such Lakes shall be part of District Property as defined in Section 20 of this Article.

Section 28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of



the Property subject to this Declaration (and to the extent Declarant is not the Owner thereof, then designated by Declarant and joined by the Owner thereof), any such lots or tract 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. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Walkabout Club Facilities.

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Section 39. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)], retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building(s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Walkabout Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 40. 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 Community 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 Community contemplated in this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO

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 "B" 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 Master Association or any other individual or entity whether or not the land being added thereby is part of the Community described on Exhibit "A" or otherwise. 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 or Sub-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 Master 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



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 Community 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 Community contemplated in this Declaration.

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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 MASTER ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a member of the Master 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 Master Association unless and until such holder has acquired title to a Lot or Unit 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 Master 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 Master Association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each single-family residential Lot or Unit as the case may be, or with respect to Commercial Lots or Units, and the Walkabout Club Facilities, the respective owners of Commercial Lots or Units and the Club Owner each may cast one (1) vote for each four thousand (4,000) square feet of enclosed non-residential space owned by and charged against such Commercial Lot or Unit Owner or Club Owner, respectively, as an Assessment Unit by the Master Association. When more than one person holds the ownership interest required for membership, all such persons shall be Members, and the votes for such Lot or Unit 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 Assessment Unit. If a Lot or Unit 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 or Unit.

Section 3. Board of Directors. The Master Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Master 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 Master Association.

Section 4. Notices to Members. All notices, mailings and other documents provided or to be provided by the Master Association to Members shall be sent to the "Voting Representative" at his/her address as on file with the Master Association, from time to time. The Master 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 Master 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: COMMUNITY SYSTEM

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 Master Association. Notwithstanding the foregoing, Declarant and/or the Master 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 Master 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 Community 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 Master Association, and the Master 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 Master 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 Master 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 Master 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 Master 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 Master Association as of the date of such recordation, whether or not owned by the Master Association.

D. Declarant and its designees shall have the right, but not the obligation, from time to time to enter upon the Common Areas and other portions of the Community including, without limitation, Lots and the Walkabout Club



Facilities, for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities (including, without limitation, Community Systems) 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 Community.

Section 2. Members' Easement. Subject to the above-described rights of Declarant and/or the Master Association to prohibit certain classes of Owners from using certain portions of the Common Areas, each Member of the Master 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 Master 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 all Sub-Associations, now existing or hereafter created in accordance with this Declaration, for the purposes of enforcing the covenants, restrictions, rules or regulations of the Master Association as the same may be delegated to a Sub-Association by the Master Association from time to time, 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 Community (or any applicable portion(s) thereof) are now or hereafter made subject;

B. The right and duty of the Master 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 this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded;

C. The right of the Master 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 Master 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 Master 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 Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

F. The right of the Master Association, by a unanimous affirmative vote of the Board of Directors, or the Declarant unilaterally (i.e., without the joinder or consent of the Master Association or any of its Members) to dedicate portions of the Common Areas to a Sub-Association or a public or quasi-public agency, community development district, special taxing district or similar entity under such terms as the Master Association and/or Declarant deems appropriate and to create or contract with the Master 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 Master 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 Master Association, Owners, their tenants, guests and invitees;

H. The right of the Declarant and the Master 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 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 or Units located within the Property. As a material condition for ownership of a Lot or Unit within the Property, each Owner, by accepting a deed to a Lot or Unit, 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 Unit or the Common Areas, due to the development of the Property, whether or not the construction operations are performed on Lots, Units, 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 and Units 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 Master 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, Community Systems (to the extent same have not been made Common Areas) and other portions of the Property which are not maintained by a Sub-Association, all such work to be done as ordered by the Board of Directors of the Master 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 Master 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 (and, by its execution hereof, the



Walkabout Golf and Country Club, by and through its Board of Governors, hereby expressly releases Declarant from such responsibility and obligations).

B. Notwithstanding anything contained in this Article to the contrary, the Master 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 Master 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 Master Association or a Sub-Association, the determination of the Master Association shall control.

D. All maintenance and services performed or provided by the Master Association, and its agents or designees, pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association, on behalf of itself and/or all or appropriate Sub-Associations, shall have the power to incur, by way of contract or otherwise, General Expenses as to the Community or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the affected Sub-Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration. The portion so allocated to any Sub-Association, if any, shall be deemed a General Expense thereof, collectible through its own assessments.

E. 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.

F. 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 or Unit, as applicable, which shall be subject to an Individual Assessment for such expense. In addition to and not in lieu of such assessment, the Master 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 and assigns, 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 and Units 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 Declarant's 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 Walkabout Real Estate Company respectively, their 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 Community 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. Community Systems. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign, all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to the Master Association, one or more Sub-Associations or any other person or entity (including an Owner as to any portion of a Community System located on/in his Lot). Without limiting the generality of any other provisions hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant in connection therewith; provided that if the Master Association is the applicable entity, then the Community System or applicable portions thereof shall be deemed Common Areas hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those as to other Common Areas unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Master Association or any owner or Sub-Association and (iii) if made to the Master Association, shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed by the Master Association.

Section 7. Utility and Community Systems 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 Community Systems. 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 8. 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 9. Drainage Easements.

A. Non-exclusive easements for the installation and maintenance of drainage facilities shall exist in favor of the Master 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 pipe line and over which no surface drainage is to be maintained. The Master 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 Master 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 Master Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Master 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 10. Walkabout Community Development District.

A. Each owner covenants and agrees that his Lot or Unit, as the case may be, 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 which is part of the Community Systems 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 or Community. In the event Declarant or its affiliated entities or designees provides such financing and holds a security interest, such as a mortgage, on aid roadways, the Master 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 and Unit within the Property shall be subject to assessment in the same manner as such Lot or Unit, 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 or Unit, as the case may be, and that such right of access shall not be disturbed by the holder of the security interest.

C. The 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 which is a part of the Community Systems 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, Units and Owner thereof which violate any of the provisions of this Declaration. Failure by 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 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 11. Maintenance Easement. The Common Areas of the Property are hereby declared to be subject to a nonexclusive easement in favor of the Declarant, Master Association, employees and agents of either the Declarant or Master Association and of any management entity contracted by the Master 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 Master Association or to be maintained by the Master Association as elsewhere provided in this Declaration or any plat recorded relative to the Property or any portion thereof.

Section 12. Master Association Easements. There is hereby created an easement in favor of the Master 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 Master Association annual assessments or charges for the General Expenses of the Master Association which shall include but not be limited to, maintenance, operation, management and insurance of the Common Areas and the Master Association as provided herein, including, but not limited to the Common Areas whether or not such items are on dedicated property or owned by Sub-Associations or otherwise, including such reasonable reserves as the Master 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 Master Association, the Master 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 Master Association shall be used for carrying out any lawful purpose of the Master 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 Master 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 Master Association for the purpose of enabling the Master Association to perform its authorized or required functions. The Master 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 Master Association. Without in anyway limiting the scope of use of Master 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 Master 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 Master Association and other expenses of the Master Association in the performance of its functions, duties and responsibilities under this Declaration, the Articles and Bylaws of the Master Association. The Master Association shall, at the same time as it prepares the Annual Budget, prepare a schedule which sets forth the Aggregate Assessment pursuant to the Annual Budget and the amount of the annual assessment for the Walkabout Club Facilities and for each other Lot contained within the Property. To the extent that the Aggregate Assessment is insufficient to fund the services which the Master Association is authorized or required to provide, the Master 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 Master 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 Master 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 Master 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 or without 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 Master Association may also levy Individual Assessments against any Owners who have caused the Master Association to incur special expenses due to willful or negligent acts of said Owners or their tenants, contractors, employees, families or guests. The Master Association shall have the right to file a lien against the Lot or Unit, as applicable, of any Owner not paying any assessment when due and may foreclose such lien as well as pursue any other remedies available to the Master 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. Walkabout Club Facilities. The Club Owner shall be assessed in an amount (hereinafter called the "Club's Share of Assessments") at the rate of one (1) Assessment Unit for each four thousand (4,000) square feet of non-residential enclosed space contained within the Walkabout Club Facilities. However, until such time as a Certificate of Occupancy is issued for any portion of the structure or structures constituting the Walkabout Club Facilities, only those portions of the structure for which a Certificate of Occupancy has been issued shall be considered in determining the number of Assessment Units attributable to the Walkabout Club Facilities. The Club Board shall provide the Secretary of the Association with a copy of the Certificate of Occupancy promptly upon its issuance and any further or modified certificates of Occupancy for additions or modifications to the structures contained within the Walkabout Club Facilities. In no manner shall golf courses or other open areas, as they may exist from time to time, be considered non-residential enclosed space pursuant to this section;

Notwithstanding anything to the contrary contained in this Declaration, so long as Declarant is the Club Owner as defined in Article I, Section 12 of this Declaration the Club's Share of Assessments as herein defined shall not be changed without Declarant's prior written consent, which consent shall be in the sole and absolute discretion of Declarant;

B. Commercial Lots. The total share of assessments attributable to Commercial Lots within the Property shall be assessed on the basis of one (1) Assessment Unit for each four thousand (4,000) square feet of non-residential enclosed space constructed upon a Commercial Lot. However, until such time as a Certificate of Occupancy is issued for any portion of the structure built upon a Commercial Lot, only that portion of the structure for which a Certificate of Occupancy has been issued shall be considered in determining the amount of Assessment Units attributable to that Commercial Lot. Each Commercial Lot Owner shall provide to the Secretary of the Association a copy of the Certificate of Occupancy promptly upon its issuance and any further or modified Certificate of Occupancy for additions or modifications to the structures on their respective Commercial Lots.

Notwithstanding anything to the contrary contained in this Declaration, so long as Declarant or any of its affiliates is Owner of any Commercial Lot within the Property, the assessments attributable to Commercial Lots as defined herein shall not be changed without Declarant's prior written consent, which consent shall be in the sole and absolute discretion of Declarant.

C. 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. However, in the event a Residential Lot contains more than one (1) Unit, each Residential Unit shall be deemed to be equal to one (1) Assessment Unit for purposes of assessment. Each Residential Lot containing only one (1) unit shall similarly be considered to be one (1) Assessment Unit for purposes of assessment. In the event of multi-family structures built upon Residential Lots, one (1) Assessment Unit (as defined in this Declaration) shall be levied against each Residential Unit therein, whether occupied or unoccupied.

D. Commencement Dates. The commencement of assessments against each Lot or Unit, 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 or Unit is subjected to the terms and conditions of this Declaration by Declarant or its designee, recording a Supplemental 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 Master 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 said Supplemental Declaration to the date of issuance of a Certificate of Occupancy for a Unit to be located upon said Lot. Upon the date of a Certificate of Occupancy being issued for a dwelling or Unit located on a Lot owned by Declarant or Declarant's designee, 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.

E. Common Areas and Certain other Exempt Property. No Common Areas hereunder or any common areas of a Sub-Association or common elements of a condominium shall be subject to direct assessment hereunder (although the share of common elements appurtenance to a condominium unit shall be subject to the lien for assessments applicable to such unit). 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., Bell South, 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 or submitted to condominium ownership 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 Master Association, then the Board of Directors of the Master Association) shall be final and conclusive.

Section 6. Duties of the Board of Directors. The Board of Directors of the Master 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 and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master 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 Master Association shall, upon request, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot or Unit, as applicable. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

The Master 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 Master 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 Master 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 Master Association.

The Master 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/or Units and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Master 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 Master 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 Unit, as applicable, which shall bind such Lot or Unit 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, however, 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 Master 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 Master 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. In addition to any other remedy provided in this Article, the Master 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 or Unit 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 or Unit shall be levied by the Master 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 Master 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 Master 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 Master Association shall be entitled to attorneys fees in connection with any appeal of any such action. The Master Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due the Master 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 Master 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 or Unit 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 or Unit) 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 Master Association, which first mortgage encumbers any Lot or Unit 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 Sub-Association assessments (if any). 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 and Units as provided in this Article, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article shall be superior to liens for assessments of the Sub-Associations which may be referred to in Declarations



of Condominium or of restrictions and protective covenants recorded with respect to certain Lots or Units. In the event only a portion of the assessments of the Master Association and a Sub-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 such Sub-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 (1/2) 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 or Unit 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. It is intended that with respect to Lots owned by the Declarant or any developer or sub-declarant designated by the Declarant, until Units are completed on Lots owned by said entities, only one-half (1/2) 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 Master 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 or Unit (other than a Declarant designated builder purchasing for construction and resale) shall pay to the Master Association prior to obtaining approval of a proposed purchase and sale transaction or other transfer of title to a Lot or Unit, 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 Master Association, the Working Capital Contribution shall be retained by the Master 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 Master Association shall be determined by the Board of Directors, in its discretion.

Section 11. Master Association Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master 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 Master Association, the Master Association shall cause a financial statement to be prepared showing the actual assets and liabilities of the Master 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 and Sub-Association(s), if any. Upon written request, the Master Association shall furnish to each member of the Master Association, and any holder, insurer, or guarantor of any Institutional Mortgage encumbering any of the Lots or Units, a copy of said financial statement at the offices of the Master Association. The Master Association shall furnish such financial statements to the Declarant and Board of Governors of Walkabout Golf and Country Club 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 shall 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 including the expansion of Northlake Boulevard and State Road 7, 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 Master Association and any sub-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 Master Association shall be deposited in a bank or banks in the State of Florida, in one or more accounts for the Master 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 Master Association and from any contractor handling or responsible for Master Association funds. The premiums for such bonds shall be paid by the Master Association as part of General Expenses of the Master 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 procedures from time to time.

ARTICLE VI

MAINTENANCE OF UNITS AND LOTS

The following maintenance provisions concerning Units and Lots within the Property are intended to describe those maintenance obligations of Owners as to their respective Lots and Units. 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 a Sub-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 (including all Units and Buildings) 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 Community and, as to Residential Lots, the portion thereof upon which the Unit is located including landscaping. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his Unit or Building (with the same colors and materials as initially used or 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 Master 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 Master 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 Master Association or a Sub-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 Unit, Building or Lot in accordance with this Article, the Master Association or applicable Sub-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 Master Association, to enter upon the Owner's Lot or Unit and perform such work as is necessary to bring the Lot or Unit, as applicable, 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; 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 Master Association, or an applicable Sub-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 Master 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 pay 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 Master Association and/or the applicable Sub-Association, as appropriate, 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.

Section 6. Sub-Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Sub-Associations and their common areas or common elements and all improvements thereto. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas and common elements) and the terms Lot and Unit shall be deemed, only for the purposes of application of this Article, to include a Sub-Association's common areas and common elements and all improvements thereto. Any costs of remedial work or surcharge thereon applicable to a Sub-Association shall be paid directly by the Sub-Association, failing which the Master Association may, in addition to all other available legal and equitable remedies, withhold the amount of same from amounts collected on behalf of the Sub-Association, if any, and the Master Association is hereby granted a lien on such amounts for such purposes. Notwithstanding the foregoing, nothing contained in this Declaration shall be deemed to obligate the Master Association to act as a collection agent for any Sub-Association.

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, Unit or other property owned by Declarant or its designees.

It 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 Master Association, all Sub-Associations 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 off 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 Master Association, the applicable Sub-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 and Community Systems lines, 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 Community nor shall anything be done therein or thereon which may be or become an annoyance to the 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 or Unit, upon any Common Areas or upon the common areas or common elements of any Sub-Association 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 Master Association from time to time, as elsewhere provided herein. No waste shall be committed upon any Lot, in any Unit, the Common Areas or any other portion of the Property.

Notwithstanding the foregoing, each Owner hereby acknowledges that the ongoing maintenance activities by the Club Owner and Master Association more particularly described in Article XVI, Section 3 of this Declaration, shall be deemed as not constituting a nuisance and such activities and the parties performing them shall be specifically exempted from this provision.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Community 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 Unit 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 Master Association. Notwithstanding anything to the contrary in the foregoing, temporary structures may be permitted on Commercial Lots subject to the written approval of the Declarant and the Master Association.

Section 6. Signs and Flags. 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. No sign or flag of any kind shall be permitted to be placed inside a Residential Unit which is visible outside the Unit or on the outside walls of such Unit nor on any fences within residential portions of the Property, nor on the Common Areas, nor on dedicated areas, nor on entryways, nor on any vehicles within the Property, except such as are placed by the Declarant or another person or entity authorized in writing by Declarant to do so. Without limiting the generality of any other Article hereof, in the event that similar requirements of a Sub-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 signs on Commercial Lots or the Walkabout Club Facilities or 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 Master Association, the ARB, any Sub-Association 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 agreement 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. Notwithstanding anything to the contrary in the foregoing, the Club and/or Master Association may place oil, gasoline or other storage tanks on the Property to serve the golf facilities. Such oil or other storage tanks shall be subject to the architectural design standards and approvals as set forth elsewhere in this Declaration and as otherwise required by applicable law, rule or regulation.

Section B. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within any Unit, 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 Unit or 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 Master 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 Master 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 or Unit 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, and invitees may cause or permit obstructions to visibility at street intersections or Common Area intersections.

Section 10. Boats, Trailers, Campers, and Commercial Trucks. 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; provided, however, that none of the same shall be parked or stored on Lots or within the Common Areas unless within an enclosed garage, if the Master Association prohibits such parking or storage by regulations or otherwise.

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. 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, motorcycles, skateboards, trucks or "pick-ups" or 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 Master 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 Master Association, in its sole discretion, determines. The Master 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 Master 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 Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master 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 Master 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, 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, no Sub-Association or Owner 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 and its Sub-Association counterpart. 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, Unit or Sub-Association common area or common element 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 of similar type and kind with 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 is 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. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Residential Units, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

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 or as part of the Community Systems.

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 Master 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 Master 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 Master Association or its contractors, subcontractors or designees, the Club Owner and Owners of Commercial Lots 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 Master 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 Master Association, in its discretion, deems appropriate. Such rules and regulations need not be approved by the Members of the Master Association nor recorded.

Section 27. Bicycle Storage. Bicycles and similar devices shall be stored only within Units. In the event bicycles or similar devices are left on the Common Areas, they may be impounded by the Master Association and shall be released to the Owner only upon payment of an administrative fee established by the Master 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 Master 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 Master 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. Sub-Associations. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Sub-Associations, if and when such Sub-Associations come into existence, and to their common areas, common elements (and all improvements thereto) and their uses of all or any portions of the Property. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas or common elements), the terms Lot and Unit, only for the purpose of application of this Article, shall be deemed to include a Sub-Association's common areas or common elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Sub-Association (regardless of where same occur).

Section 29. Auction Prohibition. No Lot, Unit, 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 Sub-Association common areas or common elements or District Property. Notwithstanding the foregoing, this section shall not prevent auctions upon the Club Facilities for charitable purposes, which auctions shall be subject to the express prior written approval of the Association.

Section 30. 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 31. 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 32. 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 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 Master 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 or Unit. This indemnification shall survive the sale by an Owner of his Lot or Unit.

Section 33. 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 34. Additional Use Restrictions. The Board of Directors of the Master 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) or Unit(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 Master 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 Sub-Association, 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 Master 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 Master Association which may include, without limitation, an action to recover sums due for damage, injunctive relief or any combination thereof. The Master 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 Master Association, a fine or fines may be imposed upon an Owner or Sub-Association for failure of an Owner, Sub-Association or any of the other parties described hereinabove, to comply with their obligations under this Declaration or with any rule or regulation of the Master Association, provided the following procedures are adhered to:

A. Notice: The Master Association shall notify the Owner or Sub-Association 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 or Sub-Association 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 or Sub-Association by not later than ten (10) days after the Board of Directors' meeting. The Owner or Sub-Association 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 or Sub-Association 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 Master 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. As to Sub-Associations, the Master Association may take any available legal or equitable action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from amounts collected on behalf of the Sub-Associations, if any, (the Master Association being hereby granted a lien on such amounts for such purpose);



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 Master Association, and shall exist in addition to all other rights and remedies to which the Master 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 Master 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 nine (9) 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. Thereafter, each new member of the ARB shall be appointed by the Board of Directors of the Master 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 Master Association. The ARB may, with the approval of the Board of Directors of the Master 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 Master 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. Unless otherwise specifically provided by the Declarant in the applicable instrument, the rights and duties of the ARB shall not be delegable to a Sub-Association.



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 Master 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 Master 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 Master Association or ARB pursuant to this Declaration.

The Master 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 Master Association.

The Master 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 and/or Builder does not cure the problem within five (5) days of the date of the notice, the Master 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 Master Association any amount so paid out, so that the full deposit is held by the Master 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 Master 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 Master Association for a refund of the deposit. The Master 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 Unit 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 requirements and procedures of this Article shall also apply to common areas, and common elements of Sub-Associations and interior alterations to Commercial Units (other than alterations or improvements to Commercial Lots or Units made by Declarant or its designees who are exempted from any approval required under this Article), Public Facilities, and Walkabout Club Facilities when such interior alterations would have an effect upon the use or appearance of the exterior portions of the applicable Commercial Lot(s), Public Facilities or Walkabout Club Facilities (including, without limitation, as to the use of parking spaces or facilities or the Walkabout Club Facilities or Public Facilities).

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 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. If the proposed construction, alteration, removal or addition is to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association.

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. Any decision of the ARB shall take precedence over any architectural review boards of Sub-Associations, if any.

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.

The provisions of this Article shall apply not only to Lots and Units, but also to common areas or common elements of Sub-Associations.

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 (who may be an Owner or an appropriate Sub-Association) 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 noncompliance, 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 authorize the improvement as it is, 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 Master Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association. If such expenses are not promptly repaid by the Applicant to the Master Association, the Board shall levy an Individual Assessment against such Applicant and his Lot or Unit for reimbursement. In the event said Applicant is a Sub-Association, the aforementioned Individual Assessment shall be levied against all Units or Lots in the Sub-Association in proportion to their respective share of the common expense of said Sub-Association;

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;

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 Master Association, any Sub-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 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. General Powers of the Master Association. The Master Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken by a Sub-Association, and the Master Association shall have the absolute power to require specific action to be taken, by the Sub-Association in connection with applicable sections of the Property. Without limiting the generality of the foregoing, the Master Association (and the ARB, as appropriate) may veto or disapprove of any decision of any Sub-Association (or development review board or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Sub-Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time. The Master Association shall not be liable to any Sub-Association or any Owner by virtue of any exercise by the Master Association of its rights pursuant to this Declaration.

Section 9. 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 10. 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; SUB-ASSOCIATIONS AND DECLARANT

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of the Property and the properties subject to the potential administration of Sub-Associations as integrated parts of the Property, this Article has been promulgated for the purpose of (1) giving the Master Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect, Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Declarations for the Sub-Associations, if any, provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Sub-Association shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Sub-Associations (as provided elsewhere herein).

Section 3. Development Review, Maintenance and Use Restrictions. The Master Association (through the ARB) shall exercise the architectural control/development review functions reserved herein, subject to the development review and approval rights of the Declarant.

Each of the Master Association and Sub-Associations shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Sub-Association fails to enforce its respective restrictions, the Master Association shall have the absolute right, but not the obligation, to do so and to allocate the cost thereof to the applicable Sub-Association which shall promptly pay for same or reimburse the Master Association.

Section 4. Delegation of Other Duties. The Master Association shall have the right, but not the obligation, to delegate to a Sub-Association(s) on an exclusive or non-exclusive basis, such duties as the Master Association shall deem appropriate. Such delegations shall be made by written notice to the Sub-Association, which shall be effective no earlier than thirty (30) days from the date such notice is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

Section 5. Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Sub-Association pursuant hereto, the Sub-Association shall be deemed to have automatically accepted same, and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Sub-Association's performance, non-performance or negligent performance thereof.

Section 6. Certain Reserved Functions of the Master Association. In the declaration or similar instrument for any Sub-Association, the following powers, rights and duties (and all remedies necessary and convenient to exercise



or enforce same) are hereby reserved to the Master Association and/or ARB, as appropriate whether or not so stated therein (unless subsequently waived or delegated in a written instrument expressly intended to have such effect):

A. All restrictions, requirements, duties and procedures as to maintenance of Units and Lots, restrictions, rules and regulations and development review as same apply to Sub-Associations, their common areas or common elements and activities within the Property, Owners and their Lots, Units and activities within the Property (particularly, but without limitation, as to activities within the Common Areas); and

B. Any and all provisions of this Declaration as to Owners and their Lots, Units and activities to the extent that a Sub-Association is initially responsible therefore but has failed to perform such responsibility.

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner. Any action taken by the Master Association or the ARB pursuant to this Section shall not alter, waive or impair the Master Association's or ARB's right to compel a Sub-Association to take any action required of it in the same or different instances. Further, in the event that a Sub-Association fails to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Master Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Sub-Association if such failure continues for more than fifteen (15) days after notice is given by the Master Association.

Section 7. Master Association Offices. The Master Association does hereby reserve the right to locate an office or offices for the Master Association in a building or buildings located within the Community and at such place as may be designated by the Declarant from time to time until Declarant transfer of control of the Master Association in accordance with Article XII of this Declaration. For purposes of this Section, the Master Association may construct, own or lease its office facilities and the Master Association shall be responsible for the financing of such construction, ownership or lease of its facilities. All costs associated with the construction, ownership, lease and maintenance of the Master Association's offices are general expenses of the Master Association.

ARTICLE XI

WALKABOUT GOLF AND COUNTRY CLUB

Section 1. Club Facilities. Club Owner may from time to time provide recreational facilities, including, without limitation, Club Facilities (as defined in Article 1, Section 10 of this Declaration) within the Community which are separate from the Common Areas of the Master Association or any Sub-Association.

Each Owner, his tenants, guests, lessees, invitees, licensees, successors and assigns, hereby recognizes that the Club Facilities are private and shall not be used by Owner unless said Owner is a member of the Club. In no manner shall membership in the Master Association or in any Sub-Association, nor ownership or occupancy of a Lot or Unit Confer any Club Membership or right to use any Club Facilities upon an Owner, his tenant, guests, lessees, invitees or licensees.

The Club Facilities or other recreational facilities may be developed and provided at the discretion of the Declarant and/or Club Owner. Whoever owns any of these Club Facilities at any particular time has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Facilities shall be used, if at all. By way of example, but not limitation, such entities have the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of the Property, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Facilities, to transfer



any or all of the Club Facilities or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, membership deposit, initiation fee, dues and other charges for use privileges.

Ownership of any or all of the Property or membership in the Association does not give any vested right or easement prescriptive or otherwise, to use the Club Facilities, and does not grant any ownership or membership interest in the Club Facilities. Club Facilities as described herein and elsewhere in this Declaration may from time to time include golf courses and other open areas. Such golf courses and open areas shall not be included as "enclosed non-residential property space" for the purpose of determining Assessment Units attributable to Club Facilities. Further, nothing contained in this Declaration, the Articles or Bylaws or any exhibit hereto shall be deemed as a representation or obligation of the Declarant, its designees or any other entity or person to construct, erect or improve golf courses, nor a representation as to the size, configuration, design or features of any golf courses, if so constructed, erected or improved.

Section 2. No Membership Right. No Owner, nor any of his successors or assigns, has or will have (i) any right with respect to membership in the Walkabout Golf and Country Club or any other private clubs or facilities within the Property by virtue of his ownership of property within the Property or otherwise; (ii) any right to join any of the private clubs within the Property or use any such facilities unless it is accepted for membership (which shall be in the sole and absolute discretion of the Club Owner) and has paid all current membership and other applicable fees; (iii) any right to bring or take any action to prevent or seek any remedy against the Declarant and Master Association or any Sub-Association within the Property, or any of their respective officers, directors, partners, agents, employees, successors or assigns, relative to the operation of or any act or omission directly or indirectly related to any clubs operating within the Property. Each Owner specifically waives and disclaims any interests in the foregoing clubs, golf courses and facilities other than any interest he may acquire as a Club member, in the event he applies for membership and has been accepted.

Section 3. Club Easement. All Owners of land or other real property within the Property, their tenants, guests, lessees, invitees, licensees, successors and assigns, hereby recognize the existence of Walkabout Golf and Country Club being a private membership club containing certain recreational and other club facilities. By their acceptance of a deed of conveyance of Lots or Units within the Property or by acquiring title to a Lot or Unit by operation of law or otherwise, each Owner acknowledges that the Common Areas shall be and are subject to use by Club Members, employees, administrative personnel, guests and invitees. No Owner or their tenants, lessees, guests, invitees, licensees or employees shall in any manner do anything to impair the use rights of Common Areas by Club Members and their designees as more particularly described in this Article.

ARTICLE XII

DECLARANT CONTROL OF MASTER 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 Master Association until the earlier of December 31, 2021 or when neither Declarant nor any of its designees owns any Lot, Unit or other real property within the Community 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 Master Association, the Master 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 Master 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 Master Association;

- A. The right to appoint all members of the Board Directors of the Master 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 Master Association.

Section 2. Transfer of Control. At the first Annual Meeting following turnover of control of the Master Association by the Declarant, Members other than the Declarant, shall elect one-third (1/3) of the members of the Board of Directors of the Master Association 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 Master 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, or Community, 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 Master 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 Master Association, including, but not limited to, those actions of the Board, both prior and subsequent to transfer of control pursuant to this Article.

ARTICLE XIII

EXCLUSIVE RIGHT OF RESALE

Section 1. Right of Resale. Each Owner, its successors and assigns agrees and acknowledges that it shall acquire title to its Lot or Unit subject to the Exclusive Right of Resale in favor of Walkabout Real Estate Company, its successors and assigns (hereinafter referred to as, "Realty") with respect to any proposed sale of an Owner's Lot or unit at any time prior to January 1, 2011. Owner acknowledges that it will be required to list its Lot or Unit with Realty, which listing will be entered into a multi-listing service, and Realty will market Owner's Lot or Unit and cooperate with other brokers in the usual and customary manner for sales of residential real estate in Brevard County, Florida. Owner further acknowledges that if owner, itself, sells its Lot or Unit without entering into a listing with Realty, Owner will owe Realty a real estate commission even if Realty played no part in the sale of the Lot or Unit, and even if Owner is also obligated to pay a real estate commission to a broker other than Realty.

The listing entered into with Realty shall be for a period of six (6) months. If at the end of the six (6) month listing period the Owners Lot or Unit has not been sold, Owner will then be free to sell the Lot or Unit itself without any further obligation to pay Realty a commission relative to the sale of the Lot or Unit, provided that, if owner



discontinues its efforts to sell the Lot or Unit and subsequently places its Lot or Unit for sale again prior to January 1, 2011, Owner acknowledges that it will again be required to list its Lot or Unit with Realty in the same manner as if Owner had never previously offered its Lot or Unit for sale.

Owner acknowledges that the amount of the real estate commission charged by Realty will be based on Realty's prevailing commission rate at the time of sale. Owner has been informed that at the date of recording of this Declaration, the applicable rate charged by Realty would be seven (7%) percent of the gross sales price of the Lot or Unit. Owner further acknowledges and understands that if Owner sells its Lot or Unit, subsequent Owners of the Lot or Unit, as the case may be, will be subject to the same provisions if they desire to resell their Lot or Unit prior to January 1, 2011.

Section 2. Non-Amendment. This Article XIII of the Declaration may not be amended without the prior written consent of Declarant and Walkabout Real Estate Company, or its successors.

ARTICLE XIV

TRANSFERS OF LOTS OR UNITS

Section 1. Transfers Subject to Right of First Refusal. 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 Unit, or any interest therein, by sale, lease or any other means whatsoever, without the prior written approval of the Master Association as provided hereinafter.

Section 2. Notice to the Master Association. Any Owner intending to make a bona fide sale, transfer or lease of his Lot or Unit, as the case may be, or any interest therein, (except a mortgage) shall give the Master Association notice of such intention by filing with the Master Association a written Resale Notice or Notice of Lease, as applicable, on the form prescribed by the Master 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 Master 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 Master Association, may be charged by the Master 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 Master Association and other matters associated with any Board approved transfer.

If the required Notice of the Master Association shall not be given, then at any time after receiving the knowledge of the transfer of ownership or possession of the Lot or Unit, the Master 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 Master Association, such approval shall be evidenced by a Certificate of Approval, executed by the President, Vice President, Secretary or Executive Director of the Master Association, which Certificate shall be recorded in the Public Records of the county, at the expense of the Seller of the Lot or Unit.



Section 4. Right of First Refusal. The Master Association shall have the Right of First Refusal to purchase or lease, as the case may be, any property proposed to be transferred by an Owner, by sale or lease in accordance with the following procedure:

A. Sale. If the proposed transfer is a sale, the Master Association shall have fifteen (15) days from the date of receipt of the Resale Notice within which to exercise its Right of First Refusal to purchase. The price to be paid to owner shall be the bona fide price stated in the Contract to Sell, and a judgment of specific performance of the sale may be entered in a Court of competent jurisdiction. If a question arises as to whether or not the sale price is bona fide, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) MAI appraisers, appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the Lot or Unit. The sale and purchase shall be closed within sixty (60) days after receipt of the Sales Contract, or within thirty (30) days after the determination of the sale price by Arbitration, whichever date is later.

B. Lease. If the proposed transfer is a lease, the Master Association shall have fifteen (15) days from the date of receipt of the Notice of Lease within which to exercise its right of first refusal to lease. The rent to be paid by the Master Association shall be the same as set forth in the proposed lease; provided, however, that in the event a question arises as to whether or not the rental is bona fide, the question shall be resolved through arbitration, as set forth above.

Section 5. Implied Approval. In the event that the Master Association fails to exercise its right of first refusal within fifteen (15) days from the date of receipt of the Resale Notice or Lease Notice, as applicable, then such transaction shall be deemed to have the approval of the Master Association. Notwithstanding the foregoing provision, all approvals must be indicated by a Certificate of Approval as hereinbefore provided.

Section 6. 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 or Unit, 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 Unit 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.

F. A transfer of a Commercial Lot or Unit or any portion of Walkabout Club Facilities.

Section 7. Payment By the Master Association. All funds expended by the Master Association for the repurchase or lease of a Lot or Unit pursuant to this Article, shall be paid from funds collected by the Master



Association from assessments against the Owners. All proceeds from the purchased property shall be returned to the general reserves of the Master Association.

Section 8. 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 Master Association.

ARTICLE XV 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 November 20, 2003 in Official Records Book 5124, Page 3948, Public Records of Brevard County, Florida. The Conservation Easement is attached hereto as Exhibit "E" and is incorporated herein. Declarant granted the Conservation Easement as a condition of permit number 4-009-16591-10 issued by the District, 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 Master Association, its successors and assigns, shall be responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Master Association, its successors and assigns, shall be responsible for the periodic removal of trash and other debris which 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 the Master 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 XVI



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INSURANCE AND CONDEMNATION

Section 1. Insurance Coverages. The Master Association shall purchase and maintain a policy of comprehensive general public liability insurance naming the Master 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 but, in no event be less than \$2,000,000.00 for a combined single limit coverage. Coverage shall include liability of the Master 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 Master Association and Declarant. Each Owner is responsible for purchasing and maintaining a policy of comprehensive general public liability insurance providing coverage for its Lot or Unit.

Section 2. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Master 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 Master 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 Master Association in such amounts and upon such terms as the Board of Directors deems necessary. The Master Association may also obtain Workmens Compensation Insurance and other liability insurance as it deems desirable insuring each Owner and the Master Association and Board from liability in connection with the Common Areas. The premiums for all insurance coverages obtained by the Master 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 master 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 Master Association from any acts or omissions, which may occur in the performance of his duties as a Director or Officer of the Master Association. The cost of such Directors and Officers liability insurance shall be a General Expense of the Master Association.

Section 5. Sub-Association Insurance Coverages. Each Sub-Association within the Property shall obtain comprehensive general public liability coverage in an amount not less than \$2,000,000.00 for combined single limit coverage, as well as such other coverages as the board of directors of the Sub-Association deems necessary and appropriate. Each Sub-Association shall provide for the Master Association, at least annually, Certificates of Insurance indicating the types and amounts of insurance coverages then in existence relative to that respective Sub-Association.

Section 6. 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 or Unit in the Community owned by Declarant.

Section 7. 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 Master Association and such award shall be made payable to the Master 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 Master 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 Master Association. In the event a determination is made by the Board of Directors of the Master 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 Master Association to be used for such purposes as the Board of Directors of the Master Association shall determine;

(iii) Until such time as the Declarant transfers control of the Master Association pursuant to Article XII 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 XVII

GOLF LOTS DISCLOSURE AND EASEMENTS

Section 1. Disclosure. Each Owner acknowledges that owning property or using amenities or rights of way adjacent or in close proximity to a golf course involves certain risks which may have an effect on the Owner's enjoyment or use of his Lot or Unit, the Common Areas, rights of way or other land within the Property or Community. Owner acknowledges that such risks may include (as example and not as a limitation on the generality of such risks), golf balls being hit into Owner's Lot or Unit, the Common Areas, rights of way, or other land within the Property or Community, with the potential of causing bodily injury or physical damage to property, and golfers coming on to Owner's Lot or Unit to look, for errant golf balls. Owner hereby expressly assumes such risk and agrees that neither Declarant nor any other individual or entity, designing, developing, constructing, owning or managing any golf course in the Community shall be liable to Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Unit or the Common Areas, rights of way, or other land within the Property or Community to such golf course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant or such other individual or entity, designing, developing, constructing, owning or managing such golf course or related facilities and amenities. Owner hereby agrees to indemnify and hold harmless Declarant or any other individual or entity designing, developing, constructing, owning or managing such golf course against any and all claims by Owner, Owner's family, lessees, guests, invitees or licensees with respect to the above. Nothing in this paragraph shall restrict or limit the power of Declarant or the Club Owner to change the design of any golf course within the Community, and such changes, if any, shall not nullify, restrict or impair owner's covenants and duties contained herein.



Section 2. Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls unintentionally to come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls; however, the Master Association and the Declarant shall not, under any circumstances, be held liable for damages resulting from errant golf balls.

Section 3. Club and Master Association Activities. Each Owner acknowledges that there shall be ongoing activities by the Club and the Master Association, respectively. Such activities may including, without limitation, maintenance activities, golf tournaments and special events undertaken by the Club and the Master Association, respectively. Such activities may at times result in certain levels of noise, annoyance or inconvenience to Owners and other residents within the Property. Notwithstanding the existence of such noise, inconvenience or annoyance, each Owner acknowledges the need for such maintenance activities in order to maintain the Walkabout Club Facilities and Common Areas, respectively, and to carry on the functions of the respective entities. Each Owner further acknowledges that activities such as golf tournaments and special events are customary activities incident to the operation of the Club and Master Association, respectively. Each Owner, by acquiring title to a Lot or Unit within the Property, does hereby release and hold harmless Declarant, the Club, the Master Association and their respective Officers, Directors, employees and contractors relative to all activities that may be conducted by the Club or Master Association, respectively, on or related to the Property. Each owner hereby acknowledges that the activities of the Club and the Master Association, respectively, shall not constitute a nuisance and shall be specifically exempted from Article VII, Section 4 of this Declaration.

ARTICLE XVIII

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 Master Association, any Sub-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 and Units 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 Master Association may be assigned in whole or in part by Declarant or the Master 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 Master Association prior to the assignment, and the Declarant and Master Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

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 Master Association at the time of such mailing. It shall be the duty of each Sub-Association to keep the Master Association advised of the names and addresses of the Sub-Association's members and any changes thereto. Notwithstanding anything to the contrary in the foregoing, it shall be the duty of each owner to notify the Master 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 Master Assoc'. at ion, the Declarant, the ARB, any Sub-Association 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. Resignation. A resolution adopting a proposed Amendment to this Declaration may be proposed by either the Board of Directors of the Master Association acting upon a vote of the majority of the Directors, or by a majority of the Voting Representatives of the Master 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 Master Association or other Officer of the Master Association in the absence of the President, who, shall thereupon call a meeting of the Members of the Master 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 Master 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 Master 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 Master 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. Thereafter, a copy of said amendment or amendments in the form of which the same were placed of record by the Officers of the Master Association shall be delivered or mailed to all Voting Representatives, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

D. Declarant Amendments. In addition to the manner provided hereinabove 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 or Unit affected by this Declaration and further provided that so long as the Declarant is the Owner of any Lot or Unit 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 hereinabove 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. Johns River Water Management District. Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

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

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 Master Association or the Architectural and Development Review Board 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 Master 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 Master Association or ARB, as appropriate.

For so long as Declarant owns one Lot or other real property in the Property or the Community, no Declaration of any Sub-Association or association other than the Master Association may be recorded in the Public Records of Brevard County, Florida without the written consent and joinder of the Declarant hereunder.



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 Master 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 Master 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 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 Community Systems. Declarant, the Master Association, any Sub-Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator") may, but are not obligated to, enter into contracts for the provision of alarm or monitoring services through any Community Systems. DECLARANT, THE MASTER ASSOCIATION, ALL SUB-ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH COMMUNITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNATED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE MASTER ASSOCIATION, THE APPLICABLE SUB-ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT, OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of an alarm or monitoring service provider to perform any of its obligations with respect to such services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that Declarant, the Master Association, all Sub-Associations or any successor, assign or franchisee thereof and any Operator assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation, failure in transmission of an alarm, interruption of other service or failure to respond to an alarm because of (a) any failure of the Owner's system, (b) any defective or damaged equipment, device, line or circuit; (c) negligence, active or otherwise, of the service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the service provider.

Every Owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant,



the Master Association, all Sub-Associations, any franchise of the foregoing and the operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00); which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Master Association, any Sub-Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, the Master Association, any Sub-Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 14. Notices and Disclaimers As To Security. The Master 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 MASTER 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 MASTER 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, Unit and their respective guests, tenants and invitees, as applicable, acknowledge that the Master 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 or Unit, and their respective guests, tenants and invitees, as applicable, acknowledges and understands that the Master 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 Units, Lots and Improvements thereon and to the contents of Units, and further acknowledges that the Master 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 15. 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 16. Limitation on Master Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located or which may be within the Property which would cause the Master 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 Master Association to said Chapter 718. It is the intent of this provision that the Master 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 17. Notices and Disclaimers As To Water Bodies. NEITHER DECLARANT, THE MASTER ASSOCIATION, ANY SUB-ASSOCIATION(S) 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 COMMUNITY, 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 COMMUNITY 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 COMMUNITY 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 18. Certain Rights of Declarant With Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:



A. The title to any Community Systems and a perpetual easement for the placement, location and maintenance thereof, over and across the Property;

B. The right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County and City, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of the City and County; and

C. The right to offer from time to time alarm and monitoring services through the Community Systems.

D. The right to grant exclusive easements and/or exclusive rights for access to the Property for cable television services, access control and/or alarm, and monitoring services and for other technological services. Any remuneration, fees, compensation or the like, which Declarant may receive for entering into such exclusive easements and/or rights, shall belong exclusively to Declarant and be exclusively for Declarant's benefit.

Section 19. Use of Property Name. All parties owning or otherwise making any use of any portion of the Property shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "Walkabout Golf and Country Club" is, or will become, a registered trademark of the Declarant, (ii) except as provided below, no usage of that mark or name or any variation thereof will be made in naming or referring to any business or activity within or outside of the Property or in describing or referring to the location of any business or enterprise conducted within or outside of the Property and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of the Declarant.

Section 20. 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 21. JOINDER BY WALKABOUT PROPERTY OWNERS ASSOCIATION, INC. This Declaration is being executed by the Walkabout Property Owners Association, Inc. to acknowledge its Joinder in this Declaration for the purpose of agreeing to perform its obligations as contained herein.

Section 22. JOINDER BY MORTGAGEE. 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.

Section 23. 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 24. 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 25. 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, Unit, or other real property,



regardless of whether the Owner's property consists of Residential Lots or Units, Commercial Lots or Units or the Walkabout Club Facilities.

~~*and that certain Mortgage and Security Agreement dated July 25, 1989, recorded July 27, 1989 in Official Record Book 6143, Page 1984, Public records of Palm Beach County, Florida.~~

Section 26. 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 27. Litigation Approval. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of eighty percent (80%) of the Voting Representatives of Members of the Master Association. This section shall not apply, however, to:

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

B. Actions brought by the Master Association to enforce the provisions of this Declaration, Articles, Bylaws or Rules, and Regulations of the Master 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 Master Association against the Declarant, its affiliates, designees or any Officer, Director, employee, contractor or agent of the Master 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 Master 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.

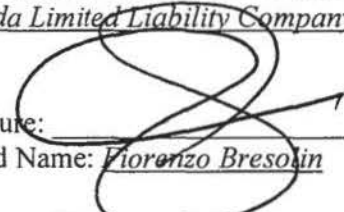
Signed, sealed and delivered
in our presence as witnesses:

as Witnesses to Mr. Fiorenzo Bresolin:

Signature: 
Printed Name: Letitia Street

Signature: 
Printed Name: David B. Adams

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

Signature: 
Printed Name: Fiorenzo Bresolin

Title: as Member of Management Committee

-AND-



as Witnesses to Mr. Igor Olenicoff:

Signature: [Handwritten Signature]
Printed Name: Kelly Bergel

Signature: [Handwritten Signature]
Printed Name: DAVID BROWN

Signed, sealed and delivered
in our presence as witnesses:

as Witnesses to Mr. Fiorenzo Bresolin:

Signature: [Handwritten Signature]
Printed Name: Kelly Bergel

Signature: [Handwritten Signature]
Printed Name: DAVID BROWN

as Witnesses to Mr. Igor Olenicoff:

Signature: [Handwritten Signature]
Printed Name: Kelly Bergel

Signature: [Handwritten Signature]
Printed Name: DAVID BROWN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of July, 2005, by
FIORENZO BRESOLIN, who is personally known to me or has produced _____ as
identification, and who did not take an oath.

 **Kelly Bergel**
Commission # DD335078
Expires July 20, 2008
Bonded Troy Fain - Insurance, Inc. 800-365-7019

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



CFN 2005305323
OR Book/Page: 5522 / 7907

Signature: [Handwritten Signature]
Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee

DECLARANT:
WALKABOUT GOLF & COUNTRY CLUB, L.L.C. a
Florida Limited Liability Company

Signature: [Handwritten Signature]
Printed Name: Fiorenzo Bresolin

Title: as Member of Management Committee

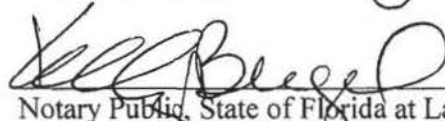
Signature: [Handwritten Signature]
Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of July, 2005, by IGOR OLENICOFF, who is personally known to me or has produced _____ as identification, and who did not take an oath.

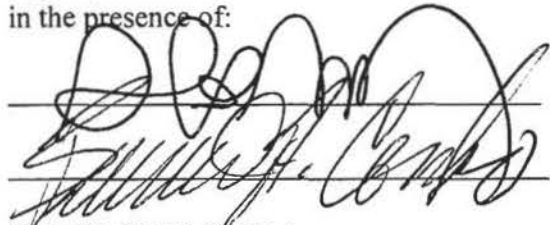
 **Kelly Bergel**
Commission # DD335078
Expires July 20, 2008
Bonded Troy Fahn - Insurance, Inc. 800-385-7019



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


Joinder by WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., pursuant to Article XVIII, Section 21 hereof:

Signed, sealed and delivered
in the presence of:



STATE OF FLORIDA
COUNTY OF PALM BEACH

WALKABOUT PROPERTY OWNERS
ASSOCIATION, INC.

By: 

President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9 day of August, 2005 by DOUGLAS B. MacLeod, as President of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., on behalf of the Association.

 **DAVID B. NORRIS**
Commission # DD0251985
Expires 8/1/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc



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



CFN 2005305323
OR Book/Page: 5522 / 7908

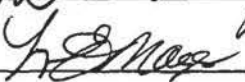
CONSENT AND JOINDER BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

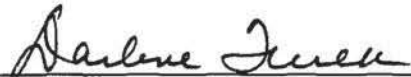
THAT, the undersigned, the owner and holder of that certain Mortgage, Security Agreement And Assignment of Rents (hereinafter "Mortgage") dated December 8, 2003, and recorded in Official Record Book 5161, Page 3922, as amended by that Notice of Future Advance and Mortgage Modification dated September 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 First Amended Declaration of Covenants, Restrictions and Easements for Walkabout Golf and Country Club made by Walkabout Golf and Country Club, L.L.C. and Walkabout Residential Company, LLC as Declarant, the owners of the fee simple interest in the said Property described in Exhibit "B" 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:





Bank of America, N.A.

By: 

Darlene Turek, SVP

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 Senior 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: _____
Notary Public

Print: _____
My Commission expires: _____



CFN 2005305323
OR Book/Page: 5522 / 7909

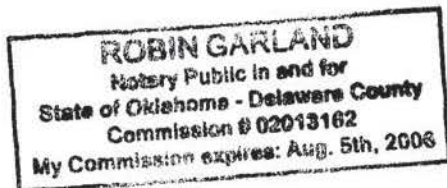
State of Oklahoma)
) ss:
County of Delaware)

On 8-2-05, 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 Golf & Country Club)

Document Date: August 1, 2005

Signer(s) Other Than Named Above: None

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: Witnesses: John Mayes & Nancy Mayes



CFN 2005305323

OR Book/Page: **5522 / 7910**

Signer is Representing: **Bank of America**

EXHIBIT "A"

(GOLF & COUNTRY CLUB COMMUNITY)

THE ENTIRE PLAT OF WALKABOUT P.U.D. ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 48, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY,
FLORIDA.



CFN 2005305323

OR Book/Page: 5522 / 7911

EXHIBIT "B"

THIS EXHIBIT "B" IS A COMPOSIT EXHIBIT COMPRISED OF THE LEGAL DESCRIPTIONS OF ALL THE SUBDIVISIONS (PODS) WITHIN THE WALKABOUT P.U.D. PLAT RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND MAY BE AMENDED FROM TIME TO TIME AS ADDITIONAL SUBDIVISIONS ARE ADDED. THEY SHALL BE REFERRED TO AS B-1, B-2, B-3, ETC.



CFN 2005305323

OR Book/Page: 5522 / 7912

EXHIBIT "B-1"



QUANTUM PLACE AT WALKABOUT
(POD-9)

CFN 2005305323
OR Book/Page: 5522 / 7913

A PARCEL OF LAND LYING IN A PART OF SECTIONS 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING A REPLAT OF A PORTION OF TRACTS K, M AND N, 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:

COMMENCE AT THE SOUTH ONE-QUARTER CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 AND ALONG A PORTION OF THE PERIMETER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SOUTH 89°17'34" WEST, A DISTANCE OF 1300.40 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FOLSOM ROAD AS SHOWN ON SAID WALKABOUT P.U.D., SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE PERIMETER OF SAID WALKABOUT P.U.D. AND SAID SOUTH LINE OF SECTION 6, SOUTH 89°17'34" WEST, A DISTANCE OF 70.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 270.46 FEET (THROUGH WHICH A RADIAL LINE BEARS NORTH 24°07'18" EAST); THENCE DEPARTING SAID SOUTH LINE AND SAID PERIMETER AND ENTERING THE INTERIOR OF TRACT M ACCORDING TO SAID PLAT OF WALKABOUT P.U.D., NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'45", A DISTANCE OF 117.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1030.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°15'15", A DISTANCE OF 184.34 FEET TO A SOUTHEASTERLY CORNER OF TRACT K ACCORDING TO SAID PLAT OF WALKABOUT P.U.D.; THENCE NORTHWESTERLY ALONG THE PERIMETER OF SAID TRACT K THE FOLLOWING COURSES; THENCE ALONG THE CONTINUATION OF A CURVE HAVING A RADIUS OF Z 1030.00 FEET THROUGH A CENTRAL ANGLE OF 25°15'06", A DISTANCE OF 453.94 FEET; THENCE NORTH 55°12'05" WEST, A DISTANCE OF 236.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 570.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°58'58", A DISTANCE OF 517.14 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°16'57", A DISTANCE OF 187.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 140.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°19'06", A DISTANCE OF 100.96 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°19'47", A DISTANCE OF 42.18 FEET; THENCE DEPARTING

THE PERIMETER OF SAID TRACT K, AND CROSSING A PORTION OF SAID TRACT K NORTH 68°29'37" WEST, A DISTANCE OF 80.00 FEET RETURNING TO THE PERIMETER OF SAID TRACT K AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET (THROUGH WHICH A RADIAL LINE BEARS SOUTH 68°33'00" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE PERIMETER OF SAID TRACT K THROUGH A CENTRAL ANGLE OF 52°21'46", A DISTANCE OF 45.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 130.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND PERIMETER OF SAID TRACT K THROUGH A CENTRAL ANGLE OF 36°50'43", A DISTANCE OF 83.60 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 860.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND THE PERIMETER OF SAID TRACT K THROUGH A CENTRAL ANGLE OF 02°31'41", A DISTANCE OF 37.95 FEET; THENCE DEPARTING THE PERIMETER OF SAID TRACT K SOUTH 21°27'00" WEST A DISTANCE OF 882.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°30'49", A DISTANCE OF 144.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 510.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°43'44", A DISTANCE OF 451.55 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE SOUTH 11°49'13" WEST A DISTANCE OF 304.03 FEET; THENCE SOUTH 20°21'02" EAST A DISTANCE OF 314.57 FEET; THENCE SOUTH 05°07'56" WEST A DISTANCE OF 118.40 FEET; THENCE SOUTH 25°06'13" WEST A DISTANCE OF 381.80 FEET TO THE BEGINNING A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1418.47 FEET (THROUGH WHICH A RADIAL LINE BEARS SOUTH 61°13'20" WEST), SAID POINT ALSO LYING ON THE PERIMETER OF TRACT G AS RECORDED IN THE AFOREMENTIONED PLAT OF WALKABOUT P.U.D.; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'54", A DISTANCE OF 434.86 FEET; THENCE NORTH 11°12'46" WEST A DISTANCE OF 154.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 309.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°51'14", A DISTANCE OF 231.34 FEET; THENCE DEPARTING THE PERIMETER OF SAID TRACT G OF THE AFOREMENTIONED PLAT OF WALKABOUT P.U.D., NORTH 35°56'00" EAST A DISTANCE OF 282.03 FEET; THENCE NORTH 21°17'50" WEST A DISTANCE OF 629.95 FEET; THENCE NORTH 78°35'30" WEST A DISTANCE OF 137.83 FEET TO A POINT LYING ON THE SOUTHWEST BOUNDARY LINE OF THE BREVARD COUNTY SEWAGE TREATMENT PLANT AS RECORDED IN OFFICIAL RECORDS BOOK 2516, PAGE 1491 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE NORTH 25°25'08" EAST A DISTANCE OF 227.11 FEET; THENCE NORTH 19°56'50" WEST, A DISTANCE OF 1475.00 FEET TO THE NORTHEAST CORNER OF SAID BREVARD COUNTY SEWAGE TREATMENT PLANT; THENCE DEPARTING SAID BREVARD COUNTY SEWAGE TREATMENT PLANT BOUNDARY, NORTH 48°18'44" EAST A DISTANCE OF 304.90 FEET RETURNING TO THE PERIMETER OF SAID TRACT K OF THE AFOREMENTIONED WALKABOUT P.U.D., SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 800.00 FEET; THENCE NORTHWESTERLY ALONG THE PERIMETER OF SAID TRACT K AND



ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°24'28", A DISTANCE OF 117.39 FEET; THENCE NORTH 39°54'15" EAST A DISTANCE OF 80.00 FEET TO THE POINT OF CUSP WITH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°49'58", A DISTANCE OF 37.89 FEET; THENCE NORTH 43°04'17" EAST A DISTANCE OF 63.45 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°48'19", A DISTANCE OF 57.44 FEET; THENCE SOUTH 71°09'14" EAST, A DISTANCE OF 50.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 225.00 FEET (THROUGH WHICH A RADIAL LINE BEARS SOUTH 66°56'27" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'44", A DISTANCE OF 78.59 FEET; THENCE SOUTH 43°04'17" WEST A DISTANCE OF 63.45 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°49'58", A DISTANCE OF 37.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 880.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°45'25" A DISTANCE OF 318.80 FEET; THENCE SOUTH 23°00'17" EAST A DISTANCE OF 455.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 420.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°47'55", A DISTANCE OF 313.73 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°03'01", A DISTANCE OF 48.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 86.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°19'06", A DISTANCE OF 128.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°27'53", A DISTANCE OF 44.04 FEET; THENCE SOUTH 87°00'00" EAST, A DISTANCE OF 30.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°52'19", A DISTANCE OF 77.42 FEET; THENCE NORTH 84°07'41" EAST, A DISTANCE OF 68.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 940.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°17'18", A DISTANCE OF 464.10 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 130.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°16'02", A DISTANCE OF 86.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 86.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°18'50", A DISTANCE OF 120.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°04'15", A DISTANCE OF 97.72 FEET TO THE BEGINNING OF A



COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°34'35", A DISTANCE OF 148.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°58'58", A DISTANCE OF 571.58 FEET; THENCE SOUTH 55°12'05" EAST, A DISTANCE OF 236.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 970.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°51'08", A DISTANCE OF 420.74 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID TRACT K; THENCE DEPARTING THE PERIMETER OF SAID TRACT K AND ENTERING THE INTERIOR OF TRACT M OF SAID WALKABOUT P.U.D. CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 970.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'13", A DISTANCE OF 180.36 FEET; THENCE NORTH 89°17'34" EAST A DISTANCE OF 140.75 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FOLSOM ROAD AS SHOWN OF SAID WALKABOUT P.U.D.; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 27°56'38" EAST, A DISTANCE OF 95.60 FEET TO THE POINT OF BEGINNING. CONTAINING 47.61 ACRES, MORE OR LESS.



CFN 2005305323

OR Book/Page: 5522 / 7916

EXHIBIT "B-2"



FITZROY REEF AT WALKABOUT
(POD 1)

CFN 2005305323
OR Book/Page: 5522 / 7917

A PARCEL OF LAND LYING IN A PART OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING A REPLAT OF TRACTS A, B, AND E, AND A PORTION OF TRACTS 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 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", ON THE WEST PERIMETER OF BLOCK B OF PLAT FITZROY REEF AT WALKABOUT; 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 ALONG THE WEST PERIMETER OF BLOCK B OF SAID PLAT FITZROY REEF AT WALKABOUT A DISTANCE OF 333.70 FEET TO A 4 INCH DIAMETER ROUND CONCRETE MONUMENT WITH 2 INCH ALUMINUM DISK STAMPED "PRM LB 6705"; SAID MONUMENT ALSO BEING THE NORTHWEST CORNER OF LOT 4 BLOCK B OF SAID PLAT FITZROY REEF AT WALKABOUT; 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 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 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 DEPARTING THE PERIMETER OF TRACT A OF SAID PLAT WALKABOUT P.U.D., 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 THE WALKABOUT P.U.D. PLAT; THENCE NORTH 88°30'40" EAST, 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



CFN 2005305323

OR Book/Page: 5522 / 7918

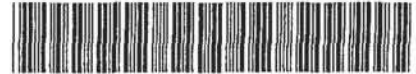


EXHIBIT "C"
ARTICLES OF INCORPORATION

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 WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., (hereinafter the "Association"). The mailing address is: 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, FL 33426.

ARTICLE II

DURATION

The duration of the Corporation shall be perpetual.

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 WALKABOUT GOLF AND COUNTRY CLUB 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 portions of that certain parcel of real property situate in Brevard County, Florida, known as WALKABOUT GOLF AND COUNTRY CLUB, 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. 40-009-16591-10 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



CFN 2005305323

OR Book/Page: 5522 / 7921

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 three (3). 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, FL 33426
IGOR OLENICOFF	2500 QUANTUM LAKES DRIVE, SUITE 101, BOYNTON BEACH, FL 33426
ANDREI OLENICOFF	2500 QUANTUM LAKES DRIVE, SUITE 101, BOYNTON BEACH, FL 33426
FIorenzo BRESOLIN	2500 QUANTUM LAKES DRIVE, SUITE 101, BOYNTON BEACH, FL 33426

ARTICLE VII

TRANSACTION IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED


CFN 2005305323
OR Book/Page: 5522 / 7922

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, FL
33426

Vice President:

IGOR OLENICOFF

2500 QUANTUM LAKES DRIVE,
SUITE 101, BOYNTON BEACH, FL
33426

Secretary:

ANDREI OLENICOFF

2500 QUANTUM LAKES DRIVE,
SUITE 101, BOYNTON BEACH, FL
33426

Treasurer:

FIORRENZO BRESOLIN

2500 QUANTUM LAKES DRIVE,
SUITE 101, BOYNTON BEACH, FL
33426

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.



CFN 2005305323

OR Book/Page: 5522 / 7923

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 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.



CFN 2005305323
OR Book/Page: 5522 / 7924



ARTICLE XII

CFN 2005305323

INCORPORATOR

OR Book/Page: 5522 / 7925

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

Name	Address
DOUGLAS B. MACDONALD	2500 QUANTUM LAKES DRIVE, SUITE 101, BOYNTON BEACH, FL 33426

ARTICLE XIII

INDEMNIFICATION

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

CFN 2005305323

OR Book/Page: 5522 / 7926

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.

ARTICLE XVI

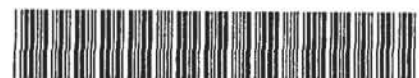
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is:

712 U.S. Highway One, Suite 400
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 _____ day of _____, 2004.

Incorporator

STATE OF FLORIDA
COUNTY OF BREVARD

Before me this _____ day of _____, 2004, personally appeared _____, 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 Seal)

Notary Public
State of Florida
My Commission expires:

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 U.S. Highway One, Suite 400, 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 _____ day of _____, 2004.

Registered Agent



EXHIBIT "D"

BYLAWS OF

WALKABOUT PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL PROVISIONS

Section 1. Identity. These are the Bylaws of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida a not-for-profit corporation, incorporated under chapter 617 of the Florida Statutes, the ARTICLES OF INCORPORATION of which were filed in the office of the Secretary of State on the _____ day of _____, 2004. The WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., hereinafter called "Master Association" has been organized for the purpose of administering the operation and management of WALKABOUT GOLF AND COUNTRY CLUB, hereinafter referred to as the "Property", established by Declarant according to the Declaration of Covenants, Restrictions and Easements for WALKABOUT GOLF AND COUNTRY CLUB.

Section 2. Bylaws Subject to Other Documents. The provisions of these Bylaws are expressly subject to the terms, provisions and conditions contained in the ARTICLES OF INCORPORATION of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., referred to herein as the "Articles" and subject to the terms, provisions and conditions contained in the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WALKABOUT GOLF AND COUNTRY CLUB, referred to herein as "Declaration" which will be recorded in the Public Records of Brevard County, Florida.

Section 3. Applicability. All Owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the Property, or any part thereof, are subject to these By-Laws, the Articles, Declaration and Rules and Regulations as promulgated from time to time.

Section 4. Office. The office of the Master Association shall be at 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, FL 33426 or at any other place designated by the Master Association.

Section 5. Seal. The seal of the Master Association shall bear the name of the Association, the word "FLORIDA," the words, "CORPORATION NOT-FOR-PROFIT," and the year of incorporation.

Section 6. Definitions. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.



ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

Section 1. Qualification of Members, Etc. The qualification of Members, the manner of qualification for membership and termination of such membership, and voting by Members, shall be determined by those provisions set forth in the Declaration, Articles and in these Bylaws.

Section 2. Quorum. Thirty percent (30%) of the Members of the Master Association shall constitute a quorum at any Members meeting. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

Section 3. Member, Corporate or Multiple Ownership of a Lot.

A. For voting purposes, the Master Association shall have one (1) class of membership which Members shall be entitled to cast the respective votes as provided in Article III of the Declaration.

B. If a Residential Lot or Unit is owned by more than one (1) person, or by an entity, including, but not limited to, a corporation, partnership, limited partnership, or trust, the person entitled to cast the vote for the Residential Lot or Unit shall be designated by a certificate signed by all the record Owners of the Residential Lot or Unit, filed with the Secretary of the Master Association. Upon acquiring title to a Residential Lot or Unit, the record Owners shall promptly file such certificate with the Master Association Secretary. The person entitled to cast a vote pursuant to such certificate shall be designated as the "Voting Representative". Such person need not be an Owner, nor one of the joint Owners. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change occurs in the ownership of the Residential Lot or Unit concerned. A certificate designating the person entitled to cast the vote for the Residential Lot or Unit may be revoked by a record Owner. If a certificate designating the person entitled to cast the vote for a Residential Lot or Unit for which the certificate is required is not on file, or has been revoked, the vote attributable to such Residential Lot or Unit shall not be considered for any purpose, and the total number of authorized voters of the Master Association shall be reduced accordingly until such certificate is filed. If a Residential Lot or Unit is owned by a husband and wife and in the event the husband and wife do not concur in the decision upon any subject requiring their vote and have not designated a Voting Representative, their vote shall not be considered, as provided above.

Section 4. Voting; Proxies. Votes may be cast by Members in person or by proxy. All proxies shall be in writing, signed by the Member entitled to vote, shall be filed with the Secretary of the Master Association prior to, or at, the meeting at which they are to be used, and shall only be effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the



pleasure of the person executing it. Holders of proxies need not be Owners. The Board of Directors, may, in its discretion, prescribe a form for written proxies.

Section 5. Majority Vote. The acts approved by a majority of the Members shall be binding upon all Owners for all purpose except where otherwise provided by law, the Declaration, the Articles and these Bylaws. As used in these Bylaws, the Articles or the Declaration, the term "majority of the Members" shall mean a majority of the votes of Members. Similarly, if some greater percentage of Members is required herein or in the Declaration or the Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO

Section 1. Annual Meeting. The Annual Members Meeting of the Master Association shall be held between November 1 and December 31 of each year on a date and at a time set by the Board of Directors. The purpose of the meeting shall be, without limitation, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof. Notwithstanding anything to the contrary contained herein, until control of the Master Association is turned over as provided in Article XII of the Declaration, all Directors shall be appointed by the Declarant.

Section 2. Special Meetings. Special Members' Meetings shall be hold at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Master Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Master Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. Notice of Meeting; Waiver of Notice. Notice of all Members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Master Association, or in the absence of such officers, by any other Officer of the Master Association to each Voting Representative at his/her address as the same is on file with the Master Association from time to time, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each Voting Representative not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, confirmation of delivery to the Voting Representative shall be signed by the person delivering such notice. Unless a Voting Representative waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Voting Representative at his/her post office address as it appears on the records of the Master Association and the post office certificate of mailing shall be retained as proof of such mailing. Notice of a special meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the Voting Representative at



his post office address as it appears on the records of the Master Association. Proof of such mailing shall be given by the affidavit of the person giving the notice.

Section 4. Adjourned Meetings. If any Members' meeting cannot be convened because a quorum is not present, the Member who is present, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 5. Chairman. Until the Declarant has turned over control of the Master Association according to the provisions of Article XII of the Declaration, the President or, in his absence, a Vice President shall preside at meetings of the membership, as designated by the Declarant. After the Declarant has turned over control of the Master Association, the President or, in his absence, a Vice President shall preside at membership meetings. In the absence of both such officers the Board of Directors shall select a Chairman.

Section 6. Order of Business. The order of business at Annual Members Meetings and, as far as practical, at any other Members meetings, shall be:

- (a) Call to order by President or Chairman;
- (b) Appointment of Chairman of the meeting;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of notice of waiver of notice;
- (e) Reading of minutes;
- (f) Reports of Officers;
- (g) Reports of Committees;
- (h) Appointment by Chairman of Inspectors of Election;
- (i) Determination of number of Directors to be elected;
- (j) Election of Directors; subject, however, to all provisions of these By-Laws, the Articles and the Declaration;
- (k) Unfinished business;



CFN 2005305323
OR Book/Page: 5522 / 7932

(l) New business;

(m) Adjournment.

In the order of business, matters (h) , (i) , and (j) shall appear on the agenda only after turnover of control of the Master Association as provided in Article XII of the Declaration.

Section 7. Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Members, Members or their authorized representatives and Board members at any reasonable time at the principal office of the Master Association, where copies may be purchased at a reasonable cost.

Section 8. Action Without A Meeting or Vote. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any Annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members of which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Section 9. Waiver of Notice. Notwithstanding anything to the contrary contained in the Articles, Declaration or these Bylaws, notice of any regular or special meeting of the Members of the Master Association may be waived by any Voting Representative before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Voting Representative's receipt of notice of such meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Management of Association. The affairs of the Master Association shall be governed by a BOARD OF DIRECTORS, hereinafter referred to as the "Board."

Section 2. Board of Directors.

A. The Board of Directors shall consist of at least five (5) but no more than fifteen (15) Directors. Directors need not be Owners. The initial Board of Directors shall contain five (5) directors designated by the Declarant. The Declarant may increase or decrease the number of Directors serving on the Board, in the Declarant's sole discretion, prior to transfer of control of the Board as more particularly described in Section 3 hereinbelow.



B. The Declarant shall have the absolute right at any time in its sole discretion, to remove any member or members of the Board designated by the Declarant and replace any such person or persons with another person or other persons to serve on said Board. Removal and replacement of any person or persons designated by Declarant to serve on the Board shall be made by written instrument delivered to any Officer of the Master Association, which instrument shall specify the name or names of the person or persons to be removed, and the name or names of the person or persons designated as successor or successors to the person so removed from said Board. The removal of any Director and designation of as successor shall be effective immediately upon delivery of such written instrument by the Declarant to any Officer of the Master Association.

Section 3. Election of Directors. Election of Directors, other than those designated by the Declarant shall be conducted in the following manner:

A. Election of Directors shall be held at the Annual Meeting of the Master Association except in the event of a vacancy created which shall be filled pursuant to Paragraphs E. and F. of this Section.

B. The first Board shall consist of five (5) persons designated by the Declarant which number of Directors may be increased to no more than fifteen (15) Directors and shall serve until the first Annual Meeting following the earlier of: (i) December 31, 2011; (ii) when neither the Declarant, or any of its designees owns any Lot, Unit or other real property within the Community; or (iii) until such earlier date as is determined by the Declarant, at the Declarant's sole discretion. Such date shall be referred to as the "Turnover Date". At the first Annual Meeting following the Turnover Date, Members other than the Declarant shall elect one-third (1/3) of the members of the Board of Directors in the manner set forth in Paragraph D. of this Section.

C. At least thirty (30) days prior to the Turnover Date, and thereafter thirty (30) days prior to each Annual Meeting, a Nominating Committee shall be chosen by the Board of Directors. At the time of the Board's initial selection of the Nominating Committee, the Board of Directors shall designate which one-third (1/3) of the Directors' seats shall be subject to election at the first Annual Meeting following the Turnover Date which one-third (1/3) of the Directors' seats shall be subject to election at the second Annual Meeting following the Turnover Date, and which remaining one-third (1/3) of the Directors' seats shall be subject to election at the third Annual Meeting following the Turnover Date. Nominations for the election of Member elected Directors shall be made by the Nominating Committee prior to the Annual Meeting and additional nominations shall be taken from the floor at the Annual Meeting. The Nominating Committee shall make nominations equal to one-third (1/3) of the then total number of Directors of the Master Association. There shall be no cumulative voting. The election of each Director shall require a plurality of the votes cast. Each Member is entitled to cast his vote or votes for each as many nominees as there are vacancies to be filled.



D. Upon the Declarant transferring control of the Master Association, as provided in Article XII of the Declaration, Members other than the Declarant shall elect one-third (1/3) of the then total number of Directors of the Master Association, in accordance with this Section. Those Directors to be elected by Members other than the Declarant at the first Annual Meeting following the Turnover Date, shall be elected for a three (3) year term. At each Annual Meeting subsequent to the first Annual Meeting following the Turnover Date, the Nominating Committee shall present nominations for one-third (1/3) of the total number of Directors then serving and one-third (1/3) of the Members of the Board of Directors shall be similarly elected each year. As of the Turnover Date and thereafter, Directors shall be elected to serve for a term of three (3) years. Any increase or decrease of the number of Directors serving on the Board after the Turnover Date shall require the recording of an amendment to these Bylaws duly adopted pursuant to the provisions of Article IX of these Bylaws.

E. At any time after a majority of the Board is elected by Members other than the Declarant, at any duly convened regular or special meeting of Members at which a quorum is present, any one or more of the Directors elected by Members may be removed, with or without cause, by the affirmative vote of Members casting not less than two-thirds (2/3) of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the Members fail to elect a successor, the Board may fill the vacancy in the manner provided below.

F. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office he was chosen to fill. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

G. Any director may resign at any time by sending a written notice of such resignation to the office of the Master Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

Section 4. Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no notice of the organizational meeting shall be necessary.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at any place or places within Brevard County, Florida on such days and at such hours as the Board of Directors may appoint or designate by resolution.



Section 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, or by any three (3) members of the Board, or one-third (1/3) of the Board, whichever is greater and may be held at any time and at any place or places within Palm Beach County, Florida.

Section 7. Notice of Meetings. Notice of each regular or special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President, or on behalf of the Secretary, or by or on behalf of two (2) Members of the Board, to each member of the Board not less than three (3) days prior to the scheduled date of the special meeting by mail or two (2) days by telecopier or overnight courier. Meetings of the Board may also be held at any place and any time without notice by unanimous waiver of notice by all the Directors. Meetings of the Board of Directors shall be open to all Members, provided that Members need not be permitted to participate and need not be recognized at any such meeting. Any Director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at a regular or special meeting shall be deemed to constitute that Director's waiver of notice of such meeting.

Section 8. Quorum. A quorum at a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these Bylaws or the Declaration.

Section 9. Adjourned Meetings. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Joinder in Meeting By Approval of Minutes or Consent. The joinder or consent of a Director in the action of a meeting by signing and concurring in the minutes of that meeting, or by executing a consent to a proposal, shall constitute the presence of that Director for the purpose of determining a quorum and/or voting on a proposal.

Section 11. Presiding Officer. The presiding officer of Directors Meetings shall be the President or in his absence, a Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 12. Order of Business. The order of business at Directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;



- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

Section 13. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Owners, Members or their authorized representative, and Board members at any reasonable time at the principal office of the Master Association where copies may be purchased at a reasonable cost.

Section 14 . Compensation. Directors' fees, if any, shall be determined by the Members of the Master Association. Directors shall be entitled to receive reimbursement for all travel and reasonable out-of-pocket expense incurred in attending regularly called Directors' meetings. Such reimbursement must be approved in advance by the Board. Nothing herein contained shall be construed to preclude a Director from serving the Association in any other capacity and receiving compensation therefor. The compensation of all employees of the Master Association shall be fixed by the Directors.

Section 15 . Powers and Duties. All of the powers and duties of the Master Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles, these Bylaws and the Declaration. Any or all of such powers and duties may be delegated by the Board, in its sole discretion to the Executive Director, President, or other Officer of the Master Association. Such powers shall include, without limiting the generality of the foregoing, the following:

A. To make, levy and collect Assessments against Members and Members' Lots and Units to defray the costs of maintenance of Common Areas and to use the proceeds of said Assessments in the exercise of the powers and duties granted to the Master Association;

B. The maintenance, repair, replacement, operation, improvement and management of the Common Areas wherever the same is required to be done and accomplished by the Master Association for benefit of its Members;

C. The repairs, additions, reconstruction and improvements to, or alterations of the Common Areas and repairs to and restoration of the Common Areas in accordance with the



provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

D. To make and amend Rules and Regulations and Bylaws governing the use of the Common Areas so long as such Rules and Regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

E. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Lots and Units and as may be necessary or convenient in the operation and management of the Common Areas and in accomplishing the purposes set forth in the Declaration;

F. To exercise and enforce by legal means the provisions of the Articles and By-Laws, the Declaration and the Rules and Regulations hereinafter promulgated governing use of the Common Areas and all powers, incidental thereto;

G. To pay all taxes and assessments which are liens against any part of the Property other than Lots, Units and the Walkabout Club Facilities and to assess the same against the Members and their respective Lots and Units subject to such liens;

H. To carry insurance for the protection of the Members and the Master Association against casualty and liability, as deemed necessary by the Board of Directors;

I. To pay all costs of power, water, sewer and other utility services rendered to the Master Association and not billed to Owners of the separate Lots or Units;

J. To employ personnel and contract for services for reasonable compensation to perform the services required for proper administration of the purposes of the Master Association, including, but not limited to, accountants, attorneys, contractors, and other professionals;

K. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the Common Areas and such other property for which the Master Association has responsibility. The Board is authorized to delegate to any such management firm or manager any or all of the powers or duties of the Master Association. Those so delegated shall be specified in any such agreement between the parties;

L. To enforce obligations of the Owners, taking such other actions as shall be deemed necessary and proper for the sound management of the Master Association;

M. To organize corporations and appoint persons to act as designees of the Master Association in acquiring title to or leasing Lots, Units or other property;

N. To levy fines against Owners for violations of the Rules and Regulations established by the Master Association to govern the conduct of such Owners;



O. To maintain bank accounts on behalf of the Master Association and designate the signatories required therefor;

P. To impose a lawful fee in connection with the approval of plans and specifications submitted to the ARB pursuant to the provisions of the Declaration;

Q. To enter into and upon Lots and Units when necessary and with as little inconvenience to the Owner as possible in connection with such maintenance, care and preservation;

R. To collect delinquent Assessments by suit or otherwise, to abate nuisances, and to enjoin or seek damages from the Owners for violations of these Bylaws, the Articles, the Rules and Regulations and the terms and conditions of the Declaration.

Section 16. Proviso. Notwithstanding anything contained to the contrary herein, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Declarant, as set forth in the Declaration, or the Articles or these Bylaws.

Section 17. Executive Committee; Other Committees. The Board may, by resolution passed by a majority of the entire Board, designate an Executive Committee to consist of two or more of the Directors of the Master Association which, to the extent provided in said resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the Master Association, and may exercise such other powers as the Board expressly authorizes in writing. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required. The Board may appoint an Executive Director who may serve at the pleasure of the Board, shall be Chairman of the Executive committee and shall perform duties expressly authorized by the Board of Directors in writing.

The Board may, by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

The Executive Committee or any other committee created by the Board shall not have the power (a) to determine the General Expenses required for the affairs of the Master Association, (b) to determine the Assessments payable by the Owners to meet the General Expenses of the Master Association, (c) to adopt or amend any Rules and Regulations relating to operation and use of the Common Areas, or (d) take any action which would substantially affect the property rights of any owner with regard to his Lot or Unit.

Section 18. Architectural and Development Review Board. The Board does hereby recognize the establishment and continued functions of the Architectural and Development Review Board (ARB) of the Master Association in accordance with Article IX of the Declaration. The ARB



shall act in conjunction with the Board of Directors and shall be governed by said Article IX of the Declaration in the performance of its functions and duties.

Section 19. Advisory Committee. The Board shall select an Owner Advisory Committee (OAC) composed of between three (3) and nine (9) Owners other than the Declarant. The OAC shall engage in discussions with the Board of Directors on issues of significance to the Master Association. The OAC shall act only in an advisory capacity to the Board and shall have no decision making authority whatsoever.

ARTICLE V

OFFICERS

Section 1. Generally. The officers of the Master Association shall be a President, one or more Vice-presidents, a Secretary/Treasurer, and one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. The Board may from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Master Association. Officers need not be Owners. The initial officers of the Master Association shall be those individuals named in the Articles of Incorporation who shall serve until the first annual meeting of the Members of the Association.

Section 2. President. The President shall be the Chief Executive Officer of the Master Association. He (she) shall have all of the powers and duties which are usually vested in the office of President of the Master Association, including, but not limited to, the power to appoint committees from among the Members from time to time, as he (she) may in his (her) discretion determine appropriate to assist in the conduct of the affairs of the Master Association. The President shall be a member of the Board and act as an ex-officio member of all committees.

Section 3. Vice Presidents. The Vice-Presidents shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He (she) or they shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or the President.

Section 4. Treasurer. The Treasurer shall have the power and duty to receive such monies as shall be paid into the Master Association and disburse funds as may be ordered by Board of Directors, taking proper vouchers for such disbursements. He (she) shall be custodian of all funds, security and evidence of indebtedness of the Master Association. He (she) shall keep the assessment rolls and accounts of the Members and keep the books of the Master Association in accordance with good accounting practice, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He (she) shall prepare and distribute to all of the members at the Board of Directors, whenever requested, a summary of the financial transactions and condition of the Master Association and make a full and accurate report of financial matters to



the Members of the Master Association at the annual meeting and shall make all reports required by law; and may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors.

Section 5. Secretary. The Secretary of the Master Association shall keep the minutes of all proceedings of the Directors and the Members. He (she) shall attend to giving and serving of all notices to the Members and Directors, and such other notices required by law. He (she) shall have custody of the seal of the Master Association and affix the same to instruments when duly signed. Additionally, the Secretary shall attend to all correspondence on behalf of the Master Association, the Board of Directors and the President and perform such other duties as may be assigned by the Board of Directors or by the President. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Secretary's and/or Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Section 6. Compensation. Officers' fees, if any, shall be determined by the Board of Directors of the Master Association. Nothing herein contained shall be construed to preclude an Officer from serving the Master Association in any other capacity and receiving compensation therefor. Such compensation, if any, shall include all actual and proper out of pocket expenses, relating to the proper discharge of each officer's respective duties.

Section 7. Resignations. Any Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified In the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

Section 8. Appointive Officers. The Board of Directors may appoint Assistant Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and such other Officers as the Board of Directors deems necessary to administer the business and affairs of the Master Association.

ARTICLE VI

FISCAL MANAGEMENT; ASSESSMENTS; LIENS

Section 1. Fiscal Management. The provisions for fiscal management of the Master Association in the Declaration, including, but not limited to, establishment of budgets, creation of assessments, obligations of owners, continuing liens against Lots and Units, and remedies of the Master Association shall be dispositive and controlling.

ARTICLE VII

ROSTER OF UNIT OWNERS



Each Owner shall file with the Master Association a copy of the deed or other document showing his ownership. The Master Association shall maintain such information. The Master Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above.

ARTICLE VIII

PARLIAMENTARY RULES, ROBERTS RULES OF ORDER

Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Master Association proceedings when not in conflict with the Declaration, the Articles, these Bylaws or with the Statutes of the State of Florida.

ARTICLE IX

AMENDMENTS TO BYLAWS

Section 1. Amendment Procedures.

A. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Master Association acting upon a vote of the majority of the Directors, or by a majority of the members of the Master Association, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to the Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Master Association or other Officer of the Master Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Master Association and it shall be the duty of the Secretary to give each Member 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 not less than ten (10) 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 ten (10) 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 member at his post office address as it appears on the records of the Master Association the postage thereon being prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the record of the Master Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

C. Approval And Certificate. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of two-thirds (2/3) of the Members for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Bylaws shall be transcribed and certified by the President and Secretary of the Master 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 and shall be recorded in the Public Records of the County within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form of which the same were placed of record by the officers of the Master Association shall be delivered to all Owners, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

Section 2. Declarant Amendments. In addition to the manner herein provided for the amendment of these Bylaws, the provisions of these Bylaws 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, FHLMC 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 or Unit affected by these Bylaws.

Section 3. Declarant Rights. Notwithstanding anything to the contrary contained herein, no amendment of these Bylaws which shall abridge, modify, eliminate, prejudice, limit, amend or alter the rights of the Declarant as set forth in the Declaration may be adopted or become effective without the prior written consent of the Declarant. No amendment shall be made that is in conflict with the Articles or Declaration. Notwithstanding anything to the contrary contained herein, until Declarant has transferred control of the Master Association as provided in Article XII of the Declaration, no amendment to these Bylaws shall be effective unless the Declarant shall consent to and join in the execution of the amendment.

ARTICLE X

INDEMNIFICATION

The Directors and Officers of the Master Association shall be indemnified by the Master Association pursuant to the indemnification provision of the Articles of Incorporation. For purposes herein, Article XIII of the Articles of Incorporation of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC. is hereby incorporated by reference and expressly made a part hereof.

ARTICLE XI

RULES AND REGULATIONS

Section 1. As To Common Areas. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and any facilities or services made available to Owners.



Section 2. Lots and Units. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of Lots and Units provided, however, that copies of such Rules and Regulations are furnished to each Owner prior to the time the same become effective.

Section 3. Declarant Rights. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

ARTICLE XII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XIII

CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, the provisions of the Declaration shall prevail; in the event of any irreconcilable conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail.

ARTICLE XIV

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

ARTICLE XV

SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS



Section 1. Self Dealing. No contract, agreement or undertaking of any sort between or among the Master 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 Property or that they are financially interested in the transaction or that they are employed by the Declarant.

Section 2. Validity of Agreement. No contract, agreement or undertaking of any sort between the Master Association and any entity or individual shall be invalidated or affected by reason that the Master Association, its Directors, Officers, Members, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.

Section 3. Waiver of Claims. By acquisition of a Lot or Unit, 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

Master Association, its Directors, Officers, Members, the Declarant, its agents or employees.

ARTICLE XVI

COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and SubAssociation, 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 Master Association as contemplated herein as well as the covenants, conditions and restrictions of the Declaration, as they may be amended from time to time.

Section 2. Enforcement. Failure to comply with the Declaration, these Bylaws, and/or any of such rules or regulations shall be grounds for immediate action by the Master Association which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master 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 Master Association, a fine or fines may be imposed upon an Owner or Sub-Association for failure of an Owner, Sub-Association or any of the other parties described hereinabove, to comply with their obligations under the Declaration, these Bylaws or with any rule or regulation of the Master Association, provided the following procedures are adhered to:



A. Notice: The Master Association shall notify the owner or Sub-Association 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 or Sub-Association 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 or SubAssociation by not later than ten (10) days after the Board of Directors' meeting. The owner or sub-Association 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 or SubAssociation 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 non-compliance 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 Master 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 an Individual Assessment subject to the provisions for the collection of assessments, as set forth herein. As to SubAssociations, the Master Association may take any available legal or equitable action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from amounts collected on behalf of the Sub-Associations (the Master Association being hereby granted a lien on such amounts for such purpose.

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

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

The foregoing were adopted as the Bylaws of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 2004



Adopted this _____ day of _____, 2004, by the undersigned Board of Directors of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

WALKABOUT PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

Douglas B. MacDonald, Director

Igor Olenicoff, Director

Andrei Olenicoff, Director

Fiorenzo Bresolin, Director

STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by Douglas B. MacDonald, as a Director of the Board of Directors of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation.

Notary Public: _____
State of Florida
My commission expires: _____



CFN 2005305323
OR Book/Page: 5522 / 7947

STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by Igor Olenicoff, as a Director of the Board of Directors of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation.

Notary Public: _____
State of Florida
My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by Andrei Olenicoff, as a Director of the Board of Directors of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation.

Notary Public: _____
State of Florida
My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by Fiorenzo Bresolin, as a Director of the Board of Directors of WALKABOUT PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation.

Notary Public: _____
State of Florida
My commission expires: _____

Exhibit "E"



CFN 2005305323
OR Book/Page: 5522 / 7949
CFN:2003366793 11-20-2003 10.20 am
OR Book/Page: 5124 / 3948

Revised July 1997, SJRWMD Form
(Additions are shown as italics and underlined)
Prepared by:
Walkabout Residential Company, L.L.C.
2500 Quantum Lakes Boulevard
Suite 101
Boynton Beach, Florida 33426

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: 41 #Names: 3
Trust: 21.00 Rec: 165.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 9th day of October, 2003, by Walkabout Residential Company, L.L.C., a Florida Limited Liability Company, and Walkabout Golf & Country Club, L.L.C., a Florida limited liability company, both 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").

Conner, Norris
Fed. ex

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. 4-009-16591-10 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 whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the wetlands and 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 buffers contained within the Property the purpose of this Conservation Easement is to assure that the upland buffers will be retained forever in their improved condition and to prevent any use of the upland 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 Conservation Easement. Grantor expressly reserves the right to construct, operate and maintain mitigation areas, drainage structures, and other storm water management facilities in accordance with District permit number 4-009-16591-10 and the mitigation plan.

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 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: Eugene A. Geelina

Signature:

Printed Name: Robert S. Fike

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-



CFN 2005305323
OR Book/Page: 5522 / 7952



CFN:2003366793
OR Book/Page: 5124 / 3951

as Witnesses to Mr. Igor Olenicoff:

Signature: [Signature]

Printed Name: Eugene A. Gerlica

Signature: [Signature]

Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee

Signature: [Signature]

Printed Name: Robert S Fike

Signed, sealed and delivered in our presence as witnesses:

GRANTOR: WALKABOUT GOLF & COUNTRY CLUB, L.L.C., a Florida Limited Liability Company

as Witnesses to Mr. Douglas B. MacDonald:

Signature: [Signature]

Printed Name: Eugene A. Gerlica

Signature: [Signature]

Printed Name: DOUGLAS B. MACDONALD

Title: as Member of Management Committee

Signature: [Signature]

Printed Name: Robert S. Fike

-AND-

as Witnesses to Mr. Igor Olenicoff:

Signature: [Signature]

Printed Name: Eugene A. Gerlica

Signature: [Signature]

Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee

Signature: [Signature]

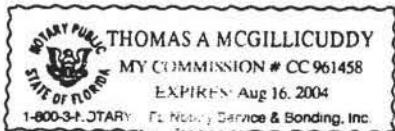
Printed Name: Robert S Fike



CFN:2003366793
OR Book/Page: 5124 / 3952

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2003, by DOUGLAS B. MCDONALD, who is personally known to me or has produced _____ as identification, and who did not take an oath.



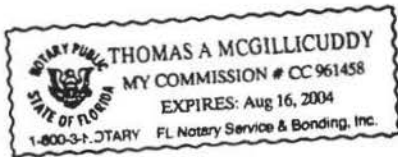
[Signature]
Notary Public, State of Florida
at Large.
My Commission Expires:
Serial No. _____

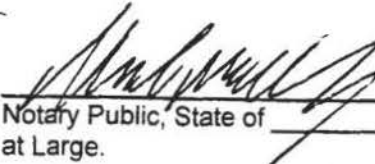


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2003, 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 _____
at Large.

My Commission Expires: _____
Serial No. _____



CFN:2003366793
OR Book/Page: 5124 / 3953



CFN 2005305323
OR Book/Page: 5522 / 7954

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, QUANTUM LIMITED PARTNERS, LTD., a Florida limited partnership, the mortgagee under that certain Mortgage, dated October 12, 2002 and recorded at Official Records Book 4238 Page 1323 to 1348 and assigned on May 24, 2003 in Official Record Book 4602 Page 724 to 727, of Brevard County, Florida 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 9th day of October, 2003.

Witnesses:

[Signature]
Name: Eugene A. Gerlino

[Signature]
Name: Robert S. Fike

Mortgagee

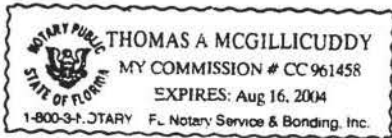
QUANTUM LIMITED PARTNERS, LTD.
a Florida Limited Partnership

BY: MFT Development, Inc. a Florida corporation,
as general partner

BY: [Signature]
Douglas B. MacDonald

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2003, by _____, who did not take an oath.



[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: _____

Serial No. _____

Personally known OR produced identification _____ Identification produced _____



CFN 2005305323
OR Book/Page: 5522 / 7955
CFN:2003366793
OR Book/Page: 5124 / 3954

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, NORTH BREVARD DEVELOPMENT CORPORATION, a Florida Corporation (mortgagee. lender), the mortgagee under that certain FIRST PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT (title of mortgage document), dated 17 May 2000 and recorded at Official Records Book 4168, pages 0653 through 0692, of Brevard County, Florida, 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 21 day of Oct, 2003.

Witnesses:

Mortgagee

NORTH BREVARD DEVELOPMENT CORPORATION, a Florida Corporation

[Signature]
Name: John H. Evans

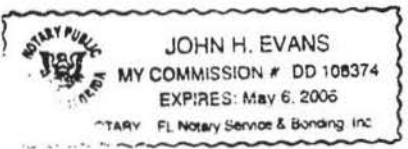
BY: [Signature]
Name: William J. Strand, as President

Name: _____

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 21 day of Oct, 2003, by William J. Strand, who did not take an oath.

[Signature]
Notary Public, State of Florida
at Large.



My Commission Expires: _____

Serial No. _____

Personally known _____ OR produced identification _____ Identification produced _____



CFN:2003366793
OR Book/Page: 5124 / 3955



CFN 2005305323
OR Book/Page: 5522 / 7956

8

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, GROVE GOLF COMMUNITY, INC., a Florida Corporation (mortgagee/lender), the mortgagee under that certain SECOND MORTGAGE AND SECURITY AGREEMENT (title of mortgage document), dated 17 May 2000 and recorded at Official Records Book 4168 Page 0693 to 0732, of Brevard County, Florida 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 10th day of OCTOBER, 2003.

Witnesses:

Mortgagee

GROVE GOLF COMMUNITY, INC,
a Florida Corporation

Julie Finch

BY: Allen I. Slaman

Name: Julie Finch

Name: Allen I. Slaman, as President

Thomas A. McGillicuddy

Name: Thomas A. McGillicuddy



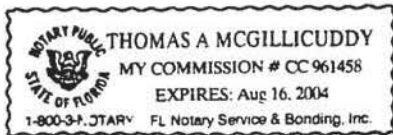
CFN 2005305323
OR Book/Page: 5522 / 7957

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 2003, by _____, who did not take an oath.

Thomas A. McGillicuddy

Notary Public, State of Florida
at Large.



My Commission Expires: _____

Serial No. _____

Personally known X OR produced identification _____ Identification produced _____

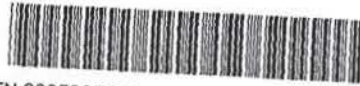


CFN:2003366793
OR Book/Page: 5124 / 3956

EXHIBIT A

Legal Description and Sketch

COPIES ATTACHED FOR WL-3, W-4, WL-5, WL-7, WL-8, WL-9, WL-10,
WL-11, WL-12, WL-13, WL-14, AND WL-15



CFN 2005305323

OR Book/Page: 5522 / 7958



CFN:2003366793

OR Book/Page: 5124 / 3957

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1 AND 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D., SOUTH 19°56'50" EAST A DISTANCE OF 7432.37 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 70°03'10" EAST A DISTANCE OF 850.00 FEET; THENCE NORTH 19°56'50" WEST A DISTANCE OF 230.00 FEET; THENCE NORTH 70°03'10" EAST A DISTANCE OF 1325.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE BOUNDARY OF SAID WALKABOUT P.U.D., NORTH 35°28'20" WEST A DISTANCE OF 49.10 FEET; THENCE NORTH 06°57'13" WEST A DISTANCE OF 81.45 FEET; THENCE NORTH 53°25'49" WEST A DISTANCE OF 48.91 FEET; THENCE NORTH 26°39'05" WEST A DISTANCE OF 21.45 FEET; THENCE SOUTH 88°15'10" WEST A DISTANCE OF 23.90 FEET; THENCE NORTH 01°37'12" EAST A DISTANCE OF 40.89 FEET; THENCE NORTH 04°59'50" WEST A DISTANCE OF 28.41 FEET; THENCE NORTH 00°10'39" WEST A DISTANCE OF 26.96 FEET; THENCE SOUTH 89°53'40" EAST A DISTANCE OF 27.90 FEET; THENCE NORTH 01°34'39" EAST A DISTANCE OF 77.11 FEET; THENCE NORTH 19°54'32" EAST A DISTANCE OF 60.32 FEET; THENCE SOUTH 60°58'24" EAST A DISTANCE OF 167.90 FEET; THENCE SOUTH 04°11'53" EAST A DISTANCE OF 149.17 FEET; THENCE SOUTH 08°25'09" EAST A DISTANCE OF 44.75 FEET; THENCE NORTH 82°52'44" EAST A DISTANCE OF 25.01 FEET; THENCE SOUTH 08°25'09" EAST A DISTANCE OF 56.32 FEET; THENCE SOUTH 13°48'16" EAST A DISTANCE OF 132.80 FEET; THENCE SOUTH 09°27'44" EAST A DISTANCE OF 83.13 FEET; THENCE SOUTH 15°41'57" EAST A DISTANCE OF 81.45 FEET; THENCE SOUTH 16°26'25" EAST A DISTANCE OF 140.82 FEET; THENCE SOUTH 15°54'46" EAST A DISTANCE OF 124.50 FEET; THENCE SOUTH 16°03'35" EAST A DISTANCE OF 223.50 FEET; THENCE SOUTH 39°23'49" EAST A DISTANCE OF 156.65 FEET; THENCE SOUTH 78°06'34" EAST A DISTANCE OF 64.34 FEET; THENCE SOUTH 09°38'07" EAST A DISTANCE OF 81.35 FEET; THENCE SOUTH 06°07'09" EAST A DISTANCE OF 85.06 FEET; THENCE SOUTH 15°50'41" WEST A DISTANCE OF 113.49 FEET; THENCE NORTH 84°10'14" WEST A DISTANCE OF 23.17 FEET; THENCE SOUTH 18°30'24" EAST A DISTANCE OF 192.88 FEET; THENCE SOUTH 17°22'11" EAST A DISTANCE OF 71.28 FEET; THENCE SOUTH 39°20'28" WEST A DISTANCE OF 29.37 FEET; THENCE SOUTH 17°39'46" EAST A DISTANCE OF 9.17 FEET; THENCE SOUTH 09°56'34" EAST A DISTANCE OF 70.50 FEET; THENCE SOUTH 18°50'10" EAST A DISTANCE OF 15.93 FEET; THENCE NORTH 71°09'50" EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 18°50'10" EAST A DISTANCE OF 101.04 FEET; THENCE SOUTH 71°09'50" WEST A DISTANCE OF 14.96 FEET; THENCE SOUTH 18°00'27" EAST A DISTANCE OF 59.03 FEET; THENCE SOUTH 30°16'46" EAST A DISTANCE OF 62.19 FEET;

CFN 2005305323
OR Book/Page: 5522 / 7959



CFN:2003366793
OR Book/Page: 5124 / 3958



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.

RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE No. LS - 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

[Signature] 10/19/03
RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE

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

NOTE: SEE SHEETS 3, 4, 5 AND 6 OF 6, FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 3, 4, 5 AND 6 OF 6, OF THIS DOCUMENT. THIS IS NOT A SURVEY



CIVILIZATION ENGINEERED
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 256-8434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 0139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0008705

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5**

BREVARD COUNTY FLORIDA
PROJECT NO. 22050.12(01) REVISION: SEPT. 22, 2003 DATE: AUG. 25, 2003
CADD FILE: 22050CE (2-5) SCALE: N/A SHEET 1 OF 6

DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

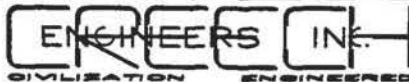
LEGAL DESCRIPTION: (CONTINUED)

THENCE SOUTH 53°54'35" EAST A DISTANCE OF 22.67 FEET;
 THENCE SOUTH 86°45'48" EAST A DISTANCE OF 66.50 FEET;
 THENCE NORTH 87°58'07" EAST A DISTANCE OF 63.57 FEET;
 THENCE SOUTH 68°09'24" EAST A DISTANCE OF 88.63 FEET;
 THENCE SOUTH 57°42'20" EAST A DISTANCE OF 91.30 FEET;
 THENCE SOUTH 11°22'56" EAST A DISTANCE OF 127.43 FEET;
 THENCE SOUTH 04°57'36" EAST A DISTANCE OF 62.22 FEET;
 THENCE SOUTH 33°46'15" WEST A DISTANCE OF 96.94 FEET;
 THENCE SOUTH 41°24'00" WEST A DISTANCE OF 89.73 FEET;
 THENCE SOUTH 10°02'35" WEST A DISTANCE OF 48.61 FEET;
 THENCE SOUTH 41°05'00" EAST A DISTANCE OF 46.28 FEET;
 THENCE SOUTH 79°04'27" EAST A DISTANCE OF 57.18 FEET;
 THENCE NORTH 42°26'07" EAST A DISTANCE OF 73.93 FEET;
 THENCE NORTH 78°34'07" EAST A DISTANCE OF 100.64 FEET;
 THENCE SOUTH 22°24'38" EAST A DISTANCE OF 111.68 FEET;
 THENCE SOUTH 23°15'08" WEST A DISTANCE OF 110.17 FEET;
 THENCE SOUTH 15°08'01" EAST A DISTANCE OF 84.57 FEET;
 THENCE SOUTH 41°19'47" WEST A DISTANCE OF 71.65 FEET;
 THENCE NORTH 83°41'06" WEST A DISTANCE OF 102.52 FEET;
 THENCE SOUTH 34°31'16" WEST A DISTANCE OF 20.32 FEET;
 THENCE SOUTH 09°31'27" EAST A DISTANCE OF 22.96 FEET;
 THENCE SOUTH 31°07'44" EAST A DISTANCE OF 74.34 FEET;
 THENCE SOUTH 16°44'34" EAST A DISTANCE OF 121.00 FEET;
 THENCE SOUTH 19°11'55" EAST A DISTANCE OF 98.25 FEET;
 THENCE SOUTH 21°43'02" WEST A DISTANCE OF 88.00 FEET;
 THENCE SOUTH 31°16'30" EAST A DISTANCE OF 42.32 FEET;
 THENCE SOUTH 22°54'40" EAST A DISTANCE OF 42.59 FEET;
 THENCE SOUTH 31°32'40" EAST A DISTANCE OF 37.40 FEET;
 THENCE SOUTH 69°07'21" EAST A DISTANCE OF 54.53 FEET;
 THENCE SOUTH 11°51'16" EAST A DISTANCE OF 34.67 FEET;
 THENCE SOUTH 57°01'10" EAST A DISTANCE OF 14.94 FEET;
 THENCE SOUTH 31°00'26" EAST A DISTANCE OF 36.35 FEET;
 THENCE SOUTH 55°58'23" EAST A DISTANCE OF 26.93 FEET;
 THENCE SOUTH 34°01'02" EAST A DISTANCE OF 42.95 FEET;
 THENCE SOUTH 14°27'07" WEST A DISTANCE OF 96.99 FEET;
 THENCE NORTH 76°29'20" WEST A DISTANCE OF 49.01 FEET;
 THENCE SOUTH 79°03'17" WEST A DISTANCE OF 79.37 FEET;
 THENCE SOUTH 76°38'52" WEST A DISTANCE OF 82.37 FEET;
 THENCE NORTH 57°34'34" WEST A DISTANCE OF 94.05 FEET;
 THENCE NORTH 48°19'11" WEST A DISTANCE OF 80.43 FEET;
 THENCE NORTH 29°48'26" WEST A DISTANCE OF 80.43 FEET;
 THENCE NORTH 18°12'59" WEST A DISTANCE OF 114.74 FEET;
 THENCE NORTH 13°32'50" WEST A DISTANCE OF 114.74 FEET;
 THENCE NORTH 11°12'46" WEST A DISTANCE OF 154.49 FEET;
 THENCE NORTH 15°42'12" WEST A DISTANCE OF 50.00 FEET;
 THENCE NORTH 24°42'45" WEST A DISTANCE OF 50.31 FEET;
 THENCE NORTH 33°48'25" WEST A DISTANCE OF 50.95 FEET;
 THENCE NORTH 43°02'57" WEST A DISTANCE OF 51.95 FEET;
 THENCE NORTH 53°08'01" WEST A DISTANCE OF 60.30 FEET;
 THENCE NORTH 00°44'45" EAST A DISTANCE OF 102.68 FEET;
 THENCE NORTH 26°51'27" EAST A DISTANCE OF 96.07 FEET;
 THENCE NORTH 68°40'18" EAST A DISTANCE OF 81.61 FEET;
 THENCE NORTH 77°01'57" EAST A DISTANCE OF 57.96 FEET;
 THENCE NORTH 07°23'46" WEST A DISTANCE OF 24.86 FEET;
 THENCE NORTH 16°28'56" WEST A DISTANCE OF 64.60 FEET;
 THENCE NORTH 20°32'51" WEST A DISTANCE OF 143.64 FEET;
 THENCE NORTH 22°18'06" WEST A DISTANCE OF 122.21 FEET;
 THENCE NORTH 24°34'30" WEST A DISTANCE OF 97.09 FEET;
 THENCE NORTH 29°46'44" WEST A DISTANCE OF 102.75 FEET;
 THENCE NORTH 17°47'47" WEST A DISTANCE OF 105.42 FEET;
 THENCE NORTH 72°12'13" EAST A DISTANCE OF 25.00 FEET;
 THENCE NORTH 17°47'47" WEST A DISTANCE OF 100.00 FEET;
 THENCE SOUTH 72°12'13" WEST A DISTANCE OF 25.00 FEET;
 THENCE NORTH 15°36'03" WEST A DISTANCE OF 44.41 FEET TO
 THE BOUNDARY OF THE WALKABOUT P.U.D.; THENCE ALONG
 THE BOUNDARY OF THE WALKABOUT P.U.D. THE FOLLOWING
 COURSES, NORTH 25°25'08" EAST A DISTANCE OF 49.45 FEET;
 THENCE NORTH 19°56'50" WEST A DISTANCE OF 1475.00 FEET
 TO THE POINT OF BEGINNING.

CONTAINING 16.76 ACRES, MORE OR LESS.

NOTE: SEE SHEETS 3, 4, 5 AND 6 OF 6, FOR SKETCH OF DESCRIPTION.
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF
 DESCRIPTION AS SHOWN ON SHEETS 3, 4, 5 AND 6 OF 6, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
 4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 256-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 0138
 PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0008705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01) REVISION: SEPT. 22, 2003 DATE: AUG. 25, 2003
 CADD FILE: 220500CE (9/10) SCALE: N/A SHEET 2 OF 6

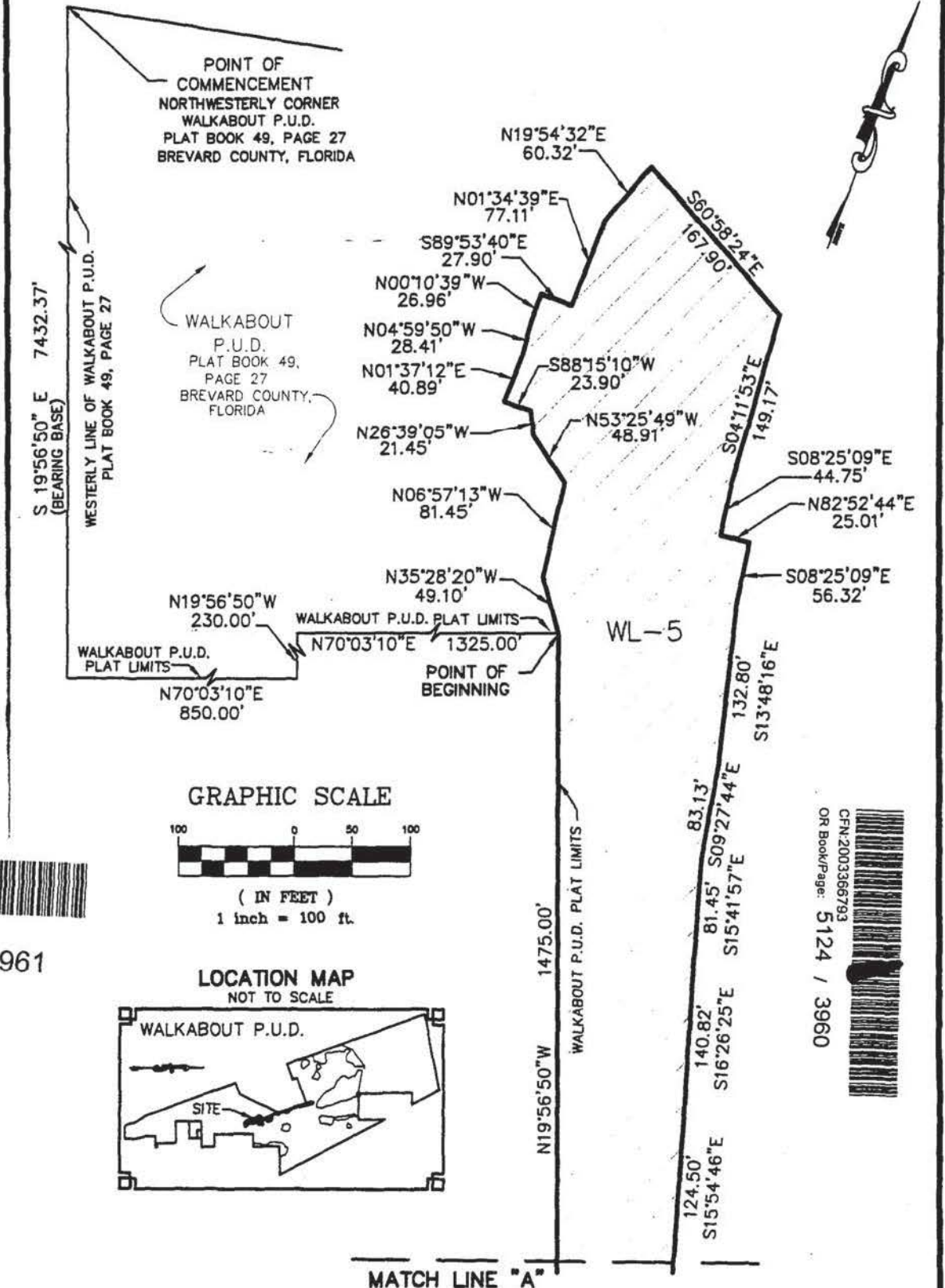
CFN 2005305323
 OR Book/Page: 5522 / 7960



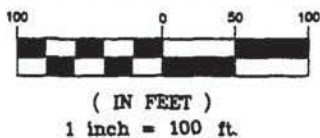
CFN 2003368793
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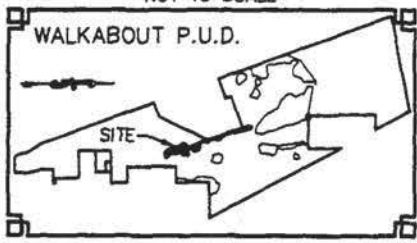
**SKETCH OF DESCRIPTION
SECTION 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA**



GRAPHIC SCALE



**LOCATION MAP
NOT TO SCALE**



CFN 2005305323
OR Book/Page: 5522 / 7961



CFN:2003366793
OR Book/Page: 5124 / 3960

NOTE: SEE SHEETS 1 AND 2 OF 6, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

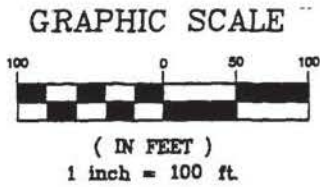
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5136
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5**

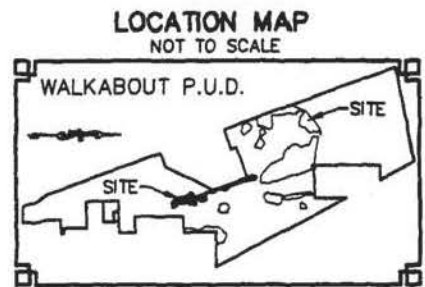
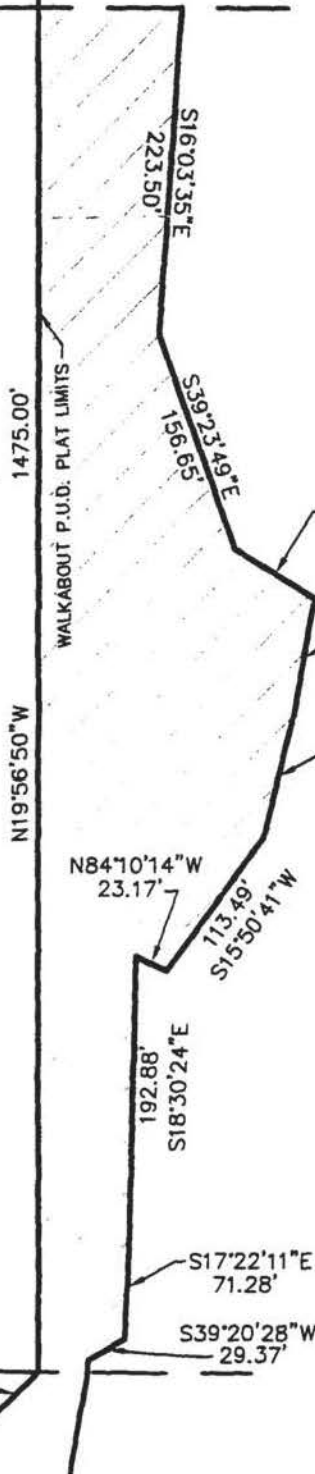
BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	
CADD FILE: 22050CE (2-5)	SCALE: 1" = 100'	SHEET 3	OF 6

SKETCH OF DESCRIPTION
SECTION 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

MATCH LINE "A"



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



CFN 2005305323
OR Book/Page: 5522 / 7962



CFN:2003366793
OR Book/Page: 5124 / 3961

NOTE: SEE SHEETS 1 AND 2 OF 6, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIZATION ENGINEERED

203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
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-0008705

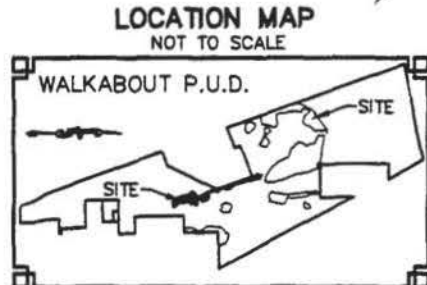
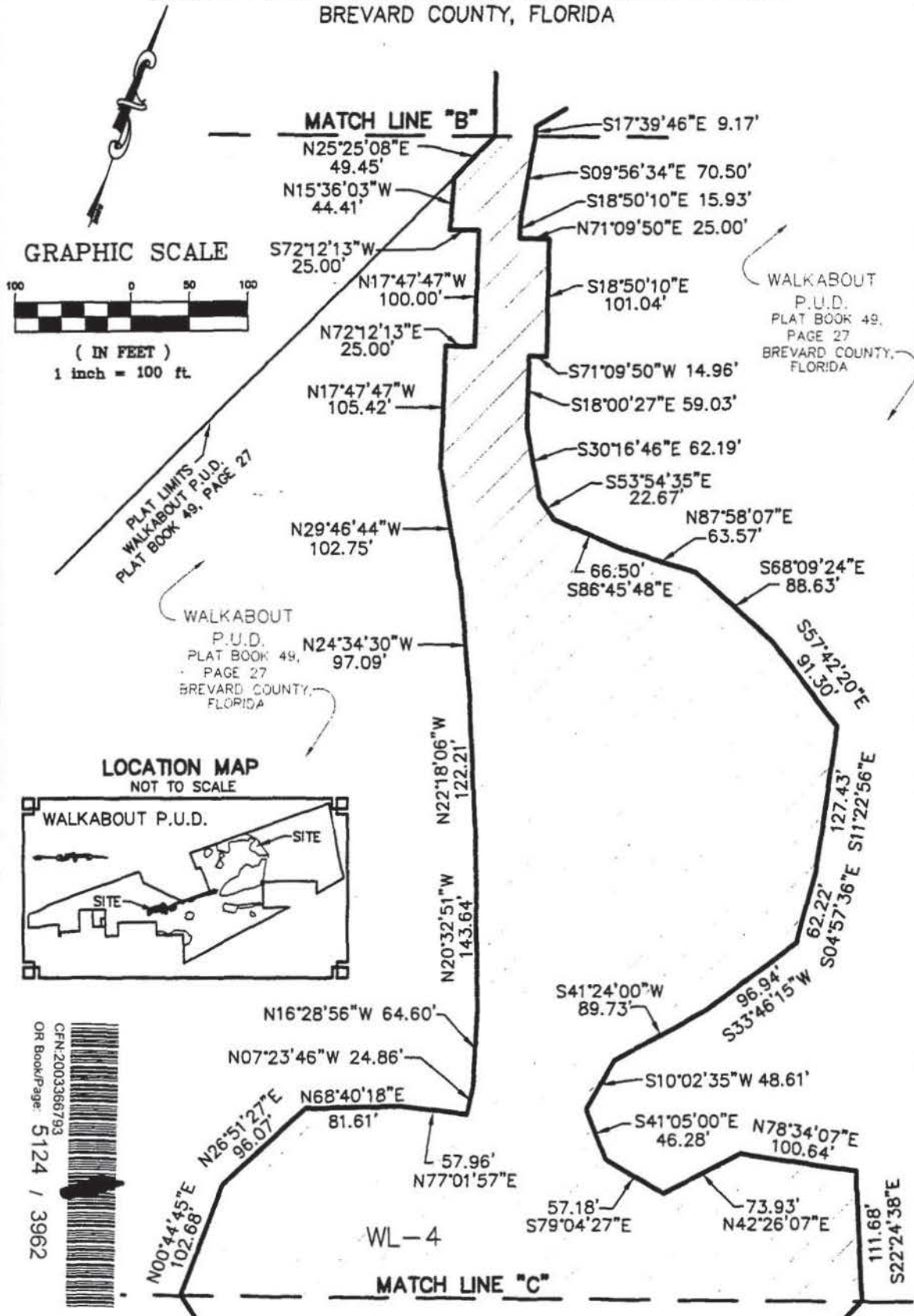
WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5

BREVARD COUNTY

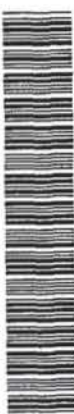
FLORIDA

PROJECT NO. 22050.12(01) | REVISED: SEPT. 22, 2003 | DATE: AUG. 25, 2003
CARD FILE: 22050CE (2-5) | SCALE: 1" = 100' | SHEET 4 OF 6

SKETCH OF DESCRIPTION
SECTION 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN 2005305323
OR Book/Page: 5522 / 7963



CFN 2003366793
OR Book/Page: 5124 / 3962



NOTE: SEE SHEETS 1 AND 2 OF 6, FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



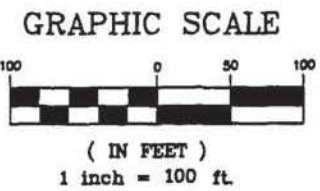
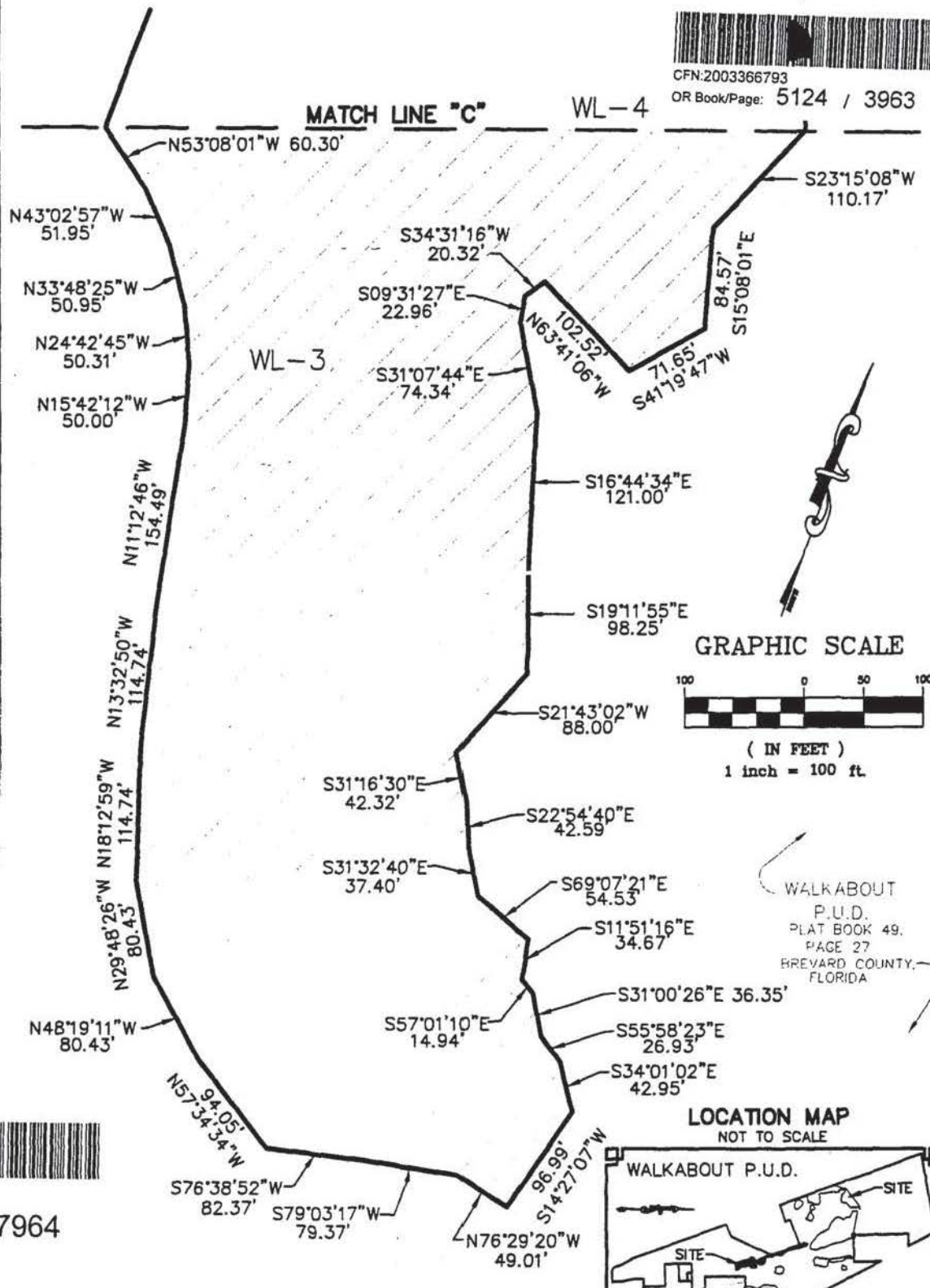
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-3434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006700

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5

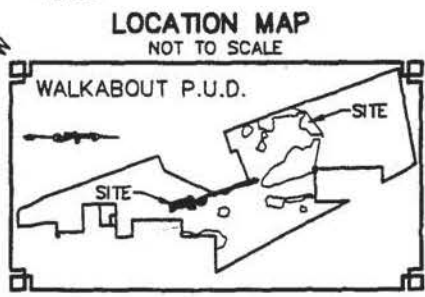
BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	
CADD FILE: 22050CE (2-5)		SCALE: 1" = 100'	SHEET 5 OF 6

SKETCH OF DESCRIPTION
SECTION 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

CFN:2003366793
OR Book/Page: 5124 / 3963



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



NOTE: SEE SHEETS 1 AND 2 OF 6, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



CFN 2005305323
OR Book/Page: 5522 / 7964

ENGINEERS INC.
CIVILIZATION ENGINEERED

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5129
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-3, WL-4, WL-5

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	SHEET 6 OF 6
CADD FILE: 22050CE (2-5)		SCALE: 1" = 100'	

DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 1, SOUTH 88°31'27" WEST A DISTANCE OF 844.45 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°28'33" WEST A DISTANCE OF 113.87 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 72°01'17" WEST A DISTANCE OF 69.29 FEET;
THENCE NORTH 11°08'07" WEST A DISTANCE OF 38.04 FEET;
THENCE NORTH 70°58'17" WEST A DISTANCE OF 78.50 FEET;
THENCE SOUTH 67°09'25" WEST A DISTANCE OF 88.78 FEET;
THENCE NORTH 26°05'56" WEST A DISTANCE OF 94.69 FEET;
THENCE NORTH 17°58'30" WEST A DISTANCE OF 85.00 FEET;
THENCE NORTH 04°10'44" WEST A DISTANCE OF 77.39 FEET;
THENCE NORTH 20°27'57" EAST A DISTANCE OF 76.24 FEET;
THENCE NORTH 20°04'27" EAST A DISTANCE OF 76.15 FEET;
THENCE NORTH 74°11'05" EAST A DISTANCE OF 55.19 FEET;
THENCE NORTH 84°07'41" EAST A DISTANCE OF 68.24 FEET;
THENCE NORTH 84°30'42" EAST A DISTANCE OF 10.83 FEET;
THENCE SOUTH 56°14'25" EAST A DISTANCE OF 94.06 FEET;
THENCE NORTH 87°23'11" EAST A DISTANCE OF 98.77 FEET;
THENCE SOUTH 07°36'09" WEST A DISTANCE OF 50.64 FEET;
THENCE SOUTH 16°26'00" EAST A DISTANCE OF 66.28 FEET;
THENCE SOUTH 06°54'12" EAST A DISTANCE OF 80.36 FEET;
THENCE SOUTH 14°31'50" WEST A DISTANCE OF 81.91 FEET;
THENCE SOUTH 23°22'25" WEST A DISTANCE OF 150.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.



CFN 2005305323
OR Book/Page: 5522 / 7965



CFN:2003366793
OR Book/Page: 5124 / 3964

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA. SAID LINE BEARS SOUTH 88°31'27" WEST.
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.

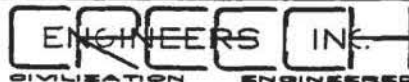
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. LS 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE 10/19/03

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 SHEET 2 OF 2, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



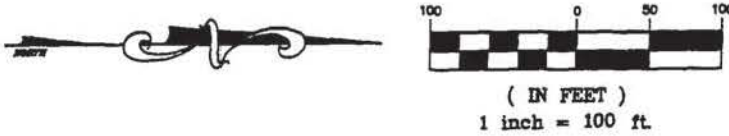
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-7

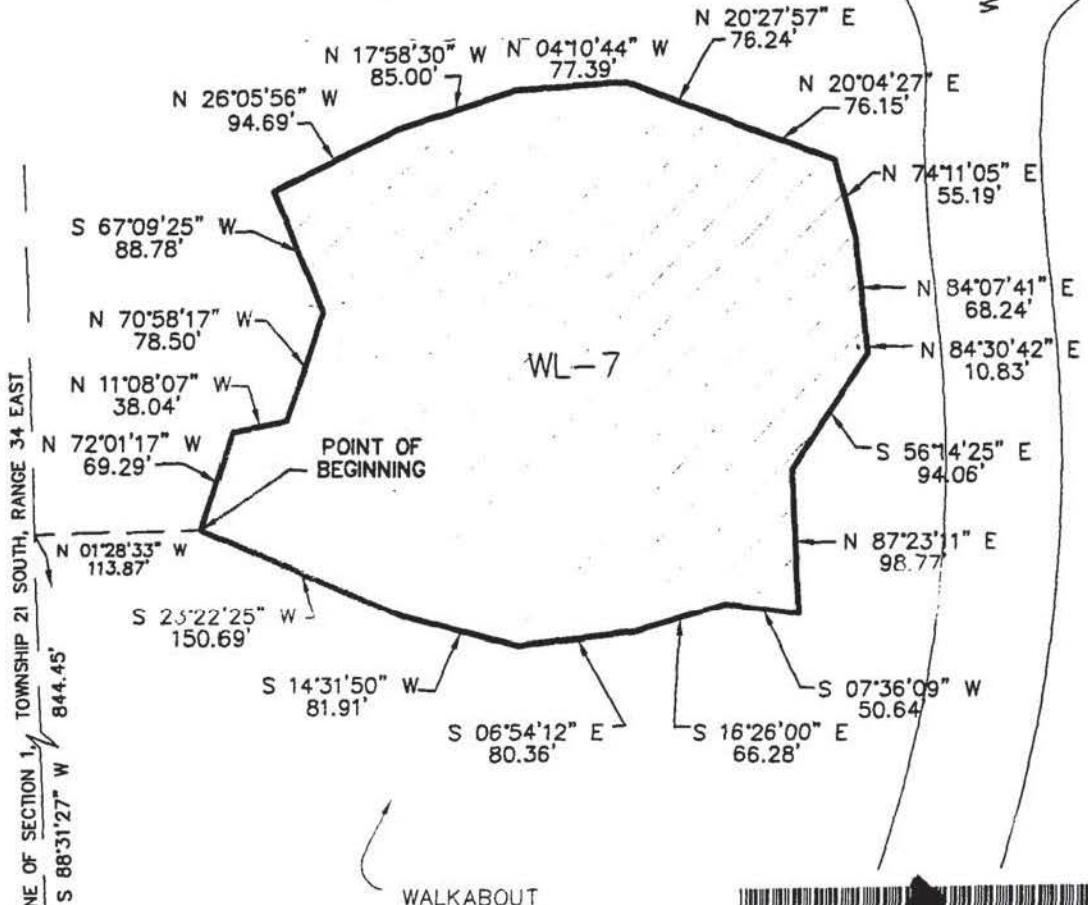
BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003		
CADD FILE: 22050CE (7)	SCALE: N/A	SHEET	1 OF 2

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

GRAPHIC SCALE



WALKABOUT WAY



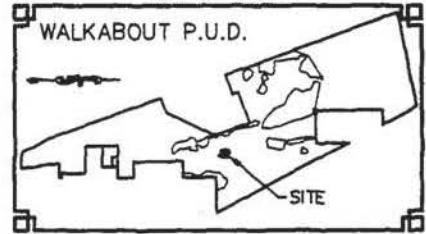
WALKABOUT
P.U.D.
PLAT BOOK 49, PAGE 27
BREVARD COUNTY, FLORIDA



CFN:2003366793
OR Book/Page: 5124 / 3965

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 1,
TOWNSHIP 21 SOUTH,
RANGE 34 EAST

LOCATION MAP
NOT TO SCALE



NOTE: SEE SHEET 1 OF 2, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-7

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003		
CADD FILE: 22050CE (7)	SCALE: 1" = 100'	SHEET 2 OF 2	



CFN 2005305323
OR Book/Page: 5522 / 7966

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D., SOUTH 19°56'50" EAST A DISTANCE OF 6468.25 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 70°03'10" EAST A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°07'05" EAST A DISTANCE OF 26.95 FEET; THENCE NORTH 20°21'22" EAST A DISTANCE OF 92.59 FEET; THENCE NORTH 47°52'44" EAST A DISTANCE OF 100.60 FEET; THENCE SOUTH 85°43'41" EAST A DISTANCE OF 105.51 FEET; THENCE SOUTH 53°37'28" EAST A DISTANCE OF 80.62 FEET; THENCE SOUTH 38°59'19" EAST A DISTANCE OF 85.89 FEET; THENCE SOUTH 42°45'51" EAST A DISTANCE OF 46.73 FEET; THENCE SOUTH 48°35'47" EAST A DISTANCE OF 92.87 FEET; THENCE SOUTH 31°07'19" EAST A DISTANCE OF 69.86 FEET; THENCE SOUTH 36°10'40" WEST A DISTANCE OF 86.99 FEET; THENCE SOUTH 67°04'20" WEST A DISTANCE OF 140.64 FEET; THENCE NORTH 71°57'18" WEST A DISTANCE OF 38.09 FEET; THENCE NORTH 85°31'19" WEST A DISTANCE OF 130.82 FEET; THENCE NORTH 58°09'00" WEST A DISTANCE OF 77.40 FEET; THENCE NORTH 33°26'57" WEST A DISTANCE OF 33.78 FEET; THENCE NORTH 23°10'47" WEST A DISTANCE OF 65.35 FEET; THENCE NORTH 09°02'03" WEST A DISTANCE OF 43.81 FEET; THENCE NORTH 26°16'46" WEST A DISTANCE OF 32.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.



CFN 2005305323
OR Book/Page: 5522 / 7967



CFN:2003366793
OR Book/Page: 5124 / 3966

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.

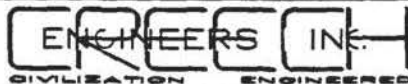
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. LB - 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

RICHARD T. CREECH, P.S.M. 10/19/03
DATE OF SIGNATURE

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 SHEET 2 OF 2, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



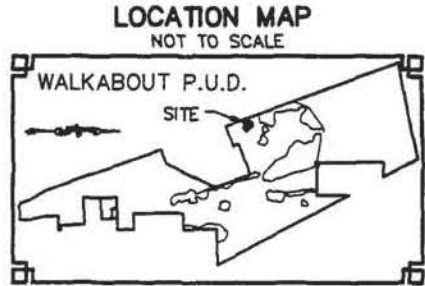
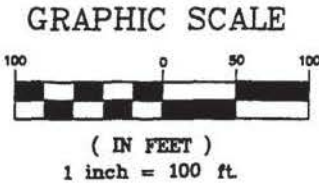
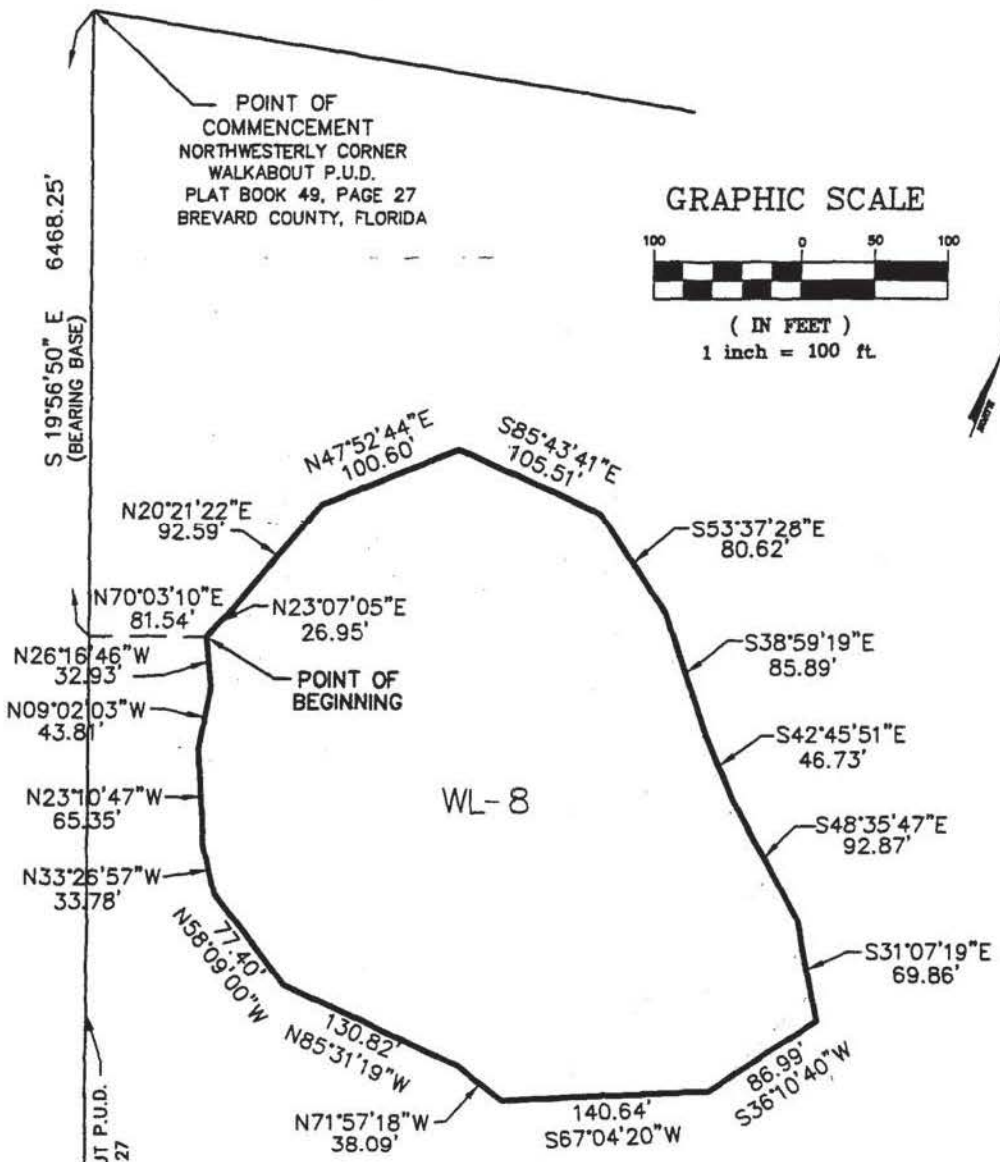
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

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

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-8**

BREVARD COUNTY		FLORIDA
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003	
CADD FILE: 22050CE (B) SCALE: N/A	SHEET 1 OF 2	

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN 2005305323
JR Book/Page: 5522 / 7968



CFN:2003366793
OR Book/Page: 5124 / 3967

NOTE: SEE SHEET 1 OF 2, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIZATION ENGINEERED

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
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

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-8

BREVARD COUNTY	FLORIDA
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003
CADD FILE: 22050CE (8)	SCALE: 1" = 100'
	SHEET 2 OF 2

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D., SOUTH 19°56'50" EAST A DISTANCE OF 4448.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°15'30" EAST A DISTANCE OF 63.54 FEET;
 THENCE NORTH 20°47'24" EAST A DISTANCE OF 556.07 FEET;
 THENCE NORTH 53°14'18" EAST A DISTANCE OF 983.56 FEET;
 THENCE NORTH 36°36'06" EAST A DISTANCE OF 55.23 FEET;
 THENCE SOUTH 80°28'46" EAST A DISTANCE OF 44.94 FEET;
 THENCE SOUTH 72°52'51" EAST A DISTANCE OF 40.72 FEET;
 THENCE NORTH 67°06'32" EAST A DISTANCE OF 62.96 FEET;
 THENCE SOUTH 00°34'59" EAST A DISTANCE OF 27.02 FEET;
 THENCE SOUTH 67°06'32" WEST A DISTANCE OF 61.81 FEET;
 THENCE NORTH 72°52'51" WEST A DISTANCE OF 48.16 FEET;
 THENCE NORTH 80°28'46" WEST A DISTANCE OF 27.99 FEET;
 THENCE SOUTH 36°36'06" WEST A DISTANCE OF 27.69 FEET;
 THENCE SOUTH 15°33'59" EAST A DISTANCE OF 86.13 FEET;
 THENCE SOUTH 48°12'14" EAST A DISTANCE OF 62.70 FEET;
 THENCE SOUTH 34°32'30" WEST A DISTANCE OF 59.50 FEET;
 THENCE SOUTH 35°26'41" EAST A DISTANCE OF 32.16 FEET;
 THENCE SOUTH 08°08'21" WEST A DISTANCE OF 93.68 FEET;
 THENCE SOUTH 08°19'03" EAST A DISTANCE OF 119.04 FEET;
 THENCE SOUTH 30°55'31" WEST A DISTANCE OF 94.12 FEET;
 THENCE SOUTH 49°04'28" WEST A DISTANCE OF 121.96 FEET;
 THENCE SOUTH 37°02'52" WEST A DISTANCE OF 102.64 FEET;
 THENCE SOUTH 14°27'06" WEST A DISTANCE OF 135.89 FEET;
 THENCE SOUTH 27°20'43" WEST A DISTANCE OF 113.39 FEET;
 THENCE SOUTH 79°42'40" WEST A DISTANCE OF 66.09 FEET;
 THENCE NORTH 77°53'15" WEST A DISTANCE OF 78.72 FEET;
 THENCE NORTH 81°23'40" WEST A DISTANCE OF 56.78 FEET;
 THENCE NORTH 82°27'21" WEST A DISTANCE OF 59.27 FEET;
 THENCE NORTH 60°51'23" WEST A DISTANCE OF 104.08 FEET;
 THENCE NORTH 49°01'16" WEST A DISTANCE OF 80.08 FEET;
 THENCE NORTH 39°08'19" WEST A DISTANCE OF 59.82 FEET;
 THENCE NORTH 47°50'45" WEST A DISTANCE OF 66.18 FEET;
 THENCE NORTH 79°57'35" WEST A DISTANCE OF 70.77 FEET;
 THENCE SOUTH 04°27'04" WEST A DISTANCE OF 104.59 FEET;



CFN 2005305323
 OR Book/Page: 5522 / 7969



CFN:2003366793
 OR Book/Page: 5124 / 3968

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.

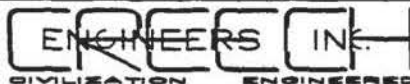
RICHARD T. CREECH, P.S.M.
 FLORIDA LICENSE No. LS - 5760
 CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

[Signature] 10/19/03
 RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE

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

NOTE: SEE SHEETS 3, 4 AND 5 OF 5, FOR SKETCH OF DESCRIPTION.
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 3, 4 AND 5 OF 5, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
 4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
 BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
 PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

**WALKABOUT P.U.D.
 CONSERVATION EASEMENT
 WL-9 AND WL-10**

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003		
CADD FILE: 22050CE (9/10) SCALE: N/A	SHEET 1 OF 5		

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

THENCE SOUTH 24°02'10" WEST A DISTANCE OF 78.84 FEET;
 THENCE SOUTH 25°45'32" EAST A DISTANCE OF 55.70 FEET;
 THENCE SOUTH 09°43'48" EAST A DISTANCE OF 76.56 FEET;
 THENCE SOUTH 86°52'49" EAST A DISTANCE OF 100.34 FEET;
 THENCE SOUTH 01°03'19" EAST A DISTANCE OF 69.48 FEET;
 THENCE SOUTH 12°00'32" EAST A DISTANCE OF 49.99 FEET;
 THENCE SOUTH 01°09'36" EAST A DISTANCE OF 62.24 FEET;
 THENCE SOUTH 25°18'27" WEST A DISTANCE OF 69.49 FEET;
 THENCE SOUTH 07°05'56" EAST A DISTANCE OF 280.54 FEET;
 THENCE SOUTH 14°18'41" EAST A DISTANCE OF 25.04 FEET;
 THENCE SOUTH 32°42'29" EAST A DISTANCE OF 52.13 FEET;
 THENCE SOUTH 10°32'02" EAST A DISTANCE OF 70.01 FEET;
 THENCE SOUTH 04°26'54" EAST A DISTANCE OF 119.50 FEET;
 THENCE SOUTH 08°48'11" WEST A DISTANCE OF 30.01 FEET;
 THENCE SOUTH 01°12'34" WEST A DISTANCE OF 106.76 FEET;
 THENCE SOUTH 29°41'24" EAST A DISTANCE OF 52.48 FEET;
 THENCE SOUTH 49°36'16" EAST A DISTANCE OF 38.46 FEET;
 THENCE SOUTH 81°06'21" EAST A DISTANCE OF 50.00 FEET;
 THENCE NORTH 64°28'46" EAST A DISTANCE OF 27.64 FEET;
 THENCE NORTH 77°32'21" EAST A DISTANCE OF 31.43 FEET;
 THENCE NORTH 83°20'33" EAST A DISTANCE OF 26.43 FEET;
 THENCE SOUTH 78°35'09" EAST A DISTANCE OF 62.92 FEET;
 THENCE SOUTH 86°31'23" EAST A DISTANCE OF 33.16 FEET;
 THENCE NORTH 82°26'38" EAST A DISTANCE OF 29.64 FEET;
 THENCE NORTH 71°03'05" EAST A DISTANCE OF 66.18 FEET;
 THENCE SOUTH 80°41'01" EAST A DISTANCE OF 61.69 FEET;
 THENCE SOUTH 76°19'47" EAST A DISTANCE OF 62.25 FEET;
 THENCE NORTH 88°24'52" EAST A DISTANCE OF 22.18 FEET;
 THENCE SOUTH 27°50'23" EAST A DISTANCE OF 110.01 FEET;
 THENCE SOUTH 12°08'36" WEST A DISTANCE OF 60.50 FEET;
 THENCE SOUTH 05°22'57" EAST A DISTANCE OF 8.49 FEET;
 THENCE SOUTH 17°01'47" WEST A DISTANCE OF 52.51 FEET;
 THENCE SOUTH 28°49'48" WEST A DISTANCE OF 35.72 FEET;
 THENCE SOUTH 36°35'06" WEST A DISTANCE OF 89.47 FEET;
 THENCE SOUTH 29°41'58" WEST A DISTANCE OF 38.76 FEET;
 THENCE SOUTH 17°17'36" WEST A DISTANCE OF 68.20 FEET;
 THENCE SOUTH 02°51'53" EAST A DISTANCE OF 31.13 FEET;
 THENCE SOUTH 13°01'14" WEST A DISTANCE OF 28.57 FEET;
 THENCE SOUTH 26°15'13" WEST A DISTANCE OF 46.72 FEET;
 THENCE SOUTH 89°46'21" EAST A DISTANCE OF 16.50 FEET;
 THENCE SOUTH 15°09'23" EAST A DISTANCE OF 54.37 FEET;
 THENCE SOUTH 77°52'38" WEST A DISTANCE OF 154.03 FEET;
 THENCE SOUTH 81°33'22" WEST A DISTANCE OF 80.11 FEET;
 THENCE SOUTH 78°49'34" WEST A DISTANCE OF 116.94 FEET
 TO THE WESTERLY LINE OF SAID WALKABOUT P.U.D.; THENCE
 ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D.,
 NORTH 19°56'50" WEST A DISTANCE OF 1576.80 FEET
 TO THE POINT OF BEGINNING.

CONTAINING 23.59 ACRES, MORE OR LESS.



CFN 2005305323
 OR Book/Page: 5522 / 7970



CFN:2003366793
 OR Book/Page: 5124 / 3969

NOTE: SEE SHEETS 3, 4 AND 5 OF 5, FOR SKETCH OF DESCRIPTION.
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF
 DESCRIPTION AS SHOWN ON SHEETS 3, 4 AND 5 OF 5, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
 4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 0138
 PROFESSIONAL SURVEYORS AND MAPPERS, AMBIDEX CERTIFICATE NO. LB-0008705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-9 AND WL-10

BREVARD COUNTY

FLORIDA

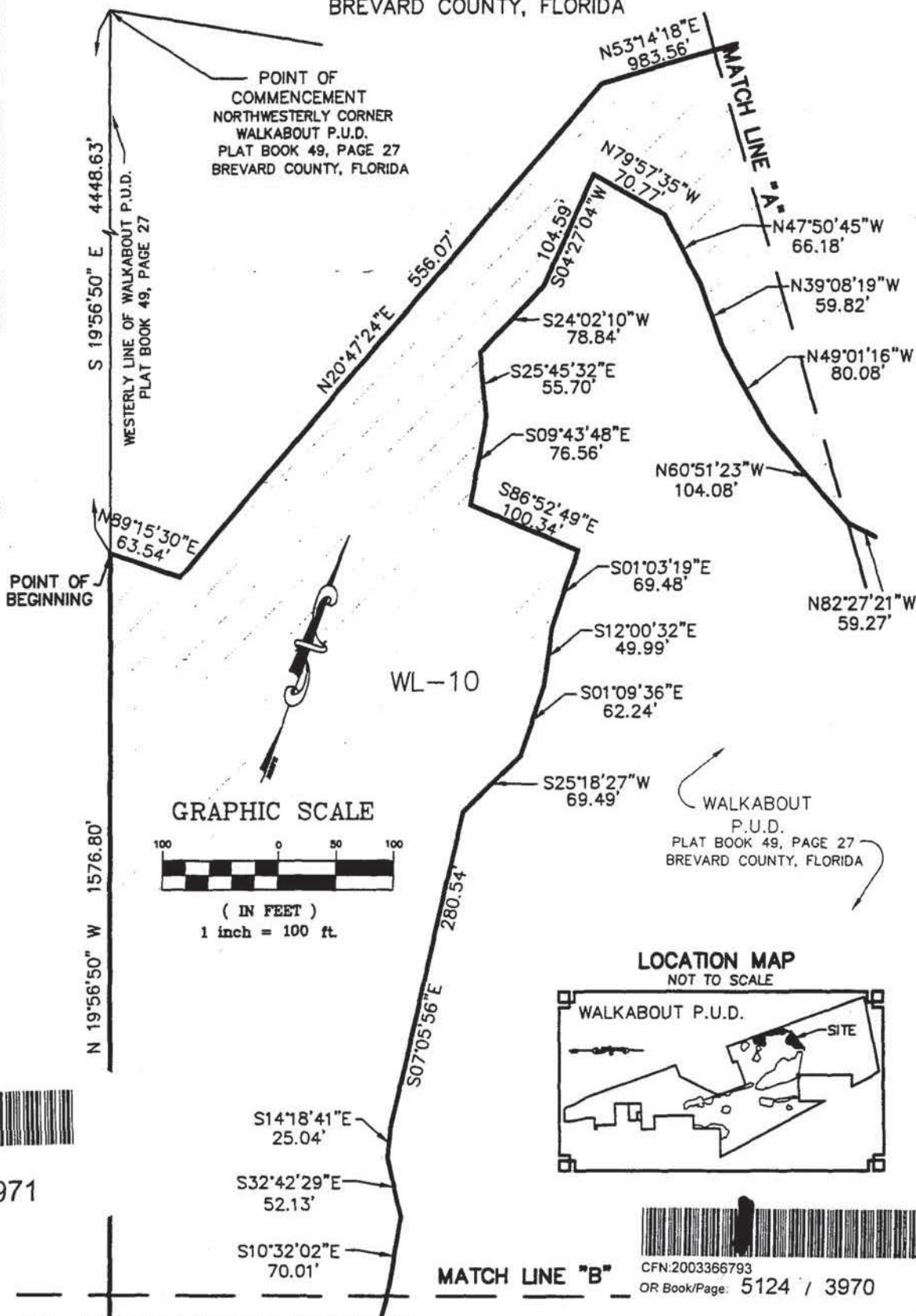
PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

CADD FILE: 22050CE (9/10) SCALE: 1" = 100'

SHEET 2 OF 5

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN 2005305323
OR Book/Page: 5522 / 7971



CFN:2003366793
OR Book/Page: 5124 / 3970

NOTE: SEE SHEETS 1 AND 2 OF 5, FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



CIVILIZATION ENGINEERS
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
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

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-9 AND WL-10

BREVARD COUNTY	FLORIDA
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003
CADD FILE: 22050CE (8/10) SCALE: 1" = 100'	SHEET 3 OF 5

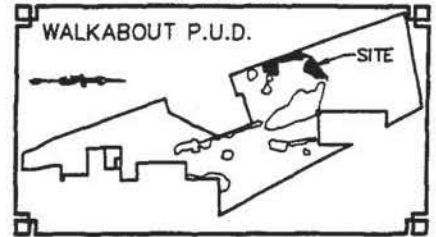
SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



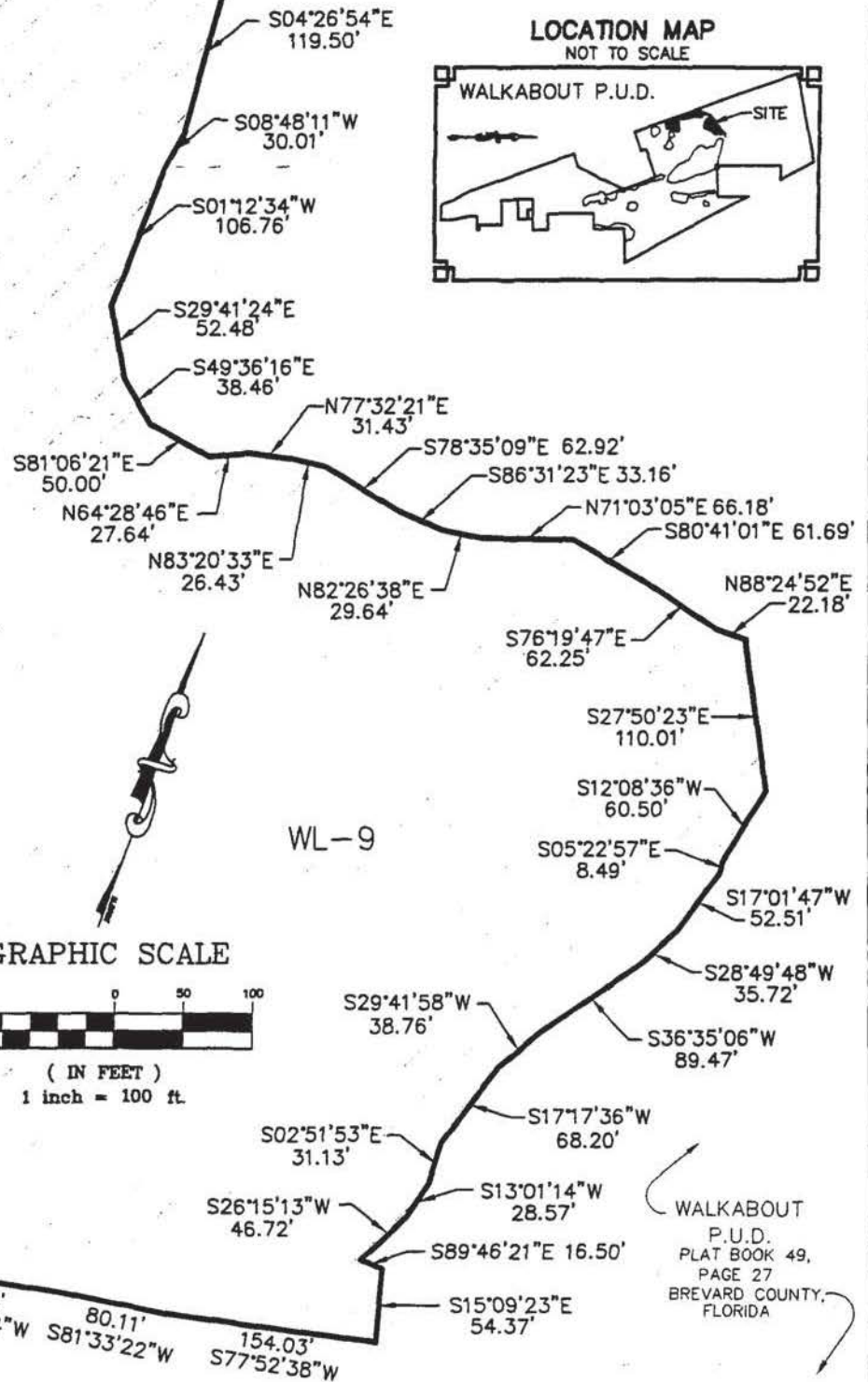
CFN:2003366793
OR Book/Page: 5124 / 3971

MATCH LINE "B"

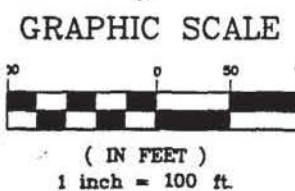
LOCATION MAP
NOT TO SCALE



WESTERLY LINE OF WALKABOUT P.U.D.
PLAT BOOK 49, PAGE 27
N 19°56'50" W 1576.80'



WL-9



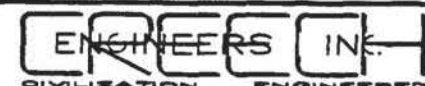
WALKABOUT
P.U.D.
PLAT BOOK 49,
PAGE 27
BREVARD COUNTY,
FLORIDA



CFN 2005305323
OR Book/Page: 5522 / 7972

NOTE: SEE SHEETS 1 AND 2 OF 5, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

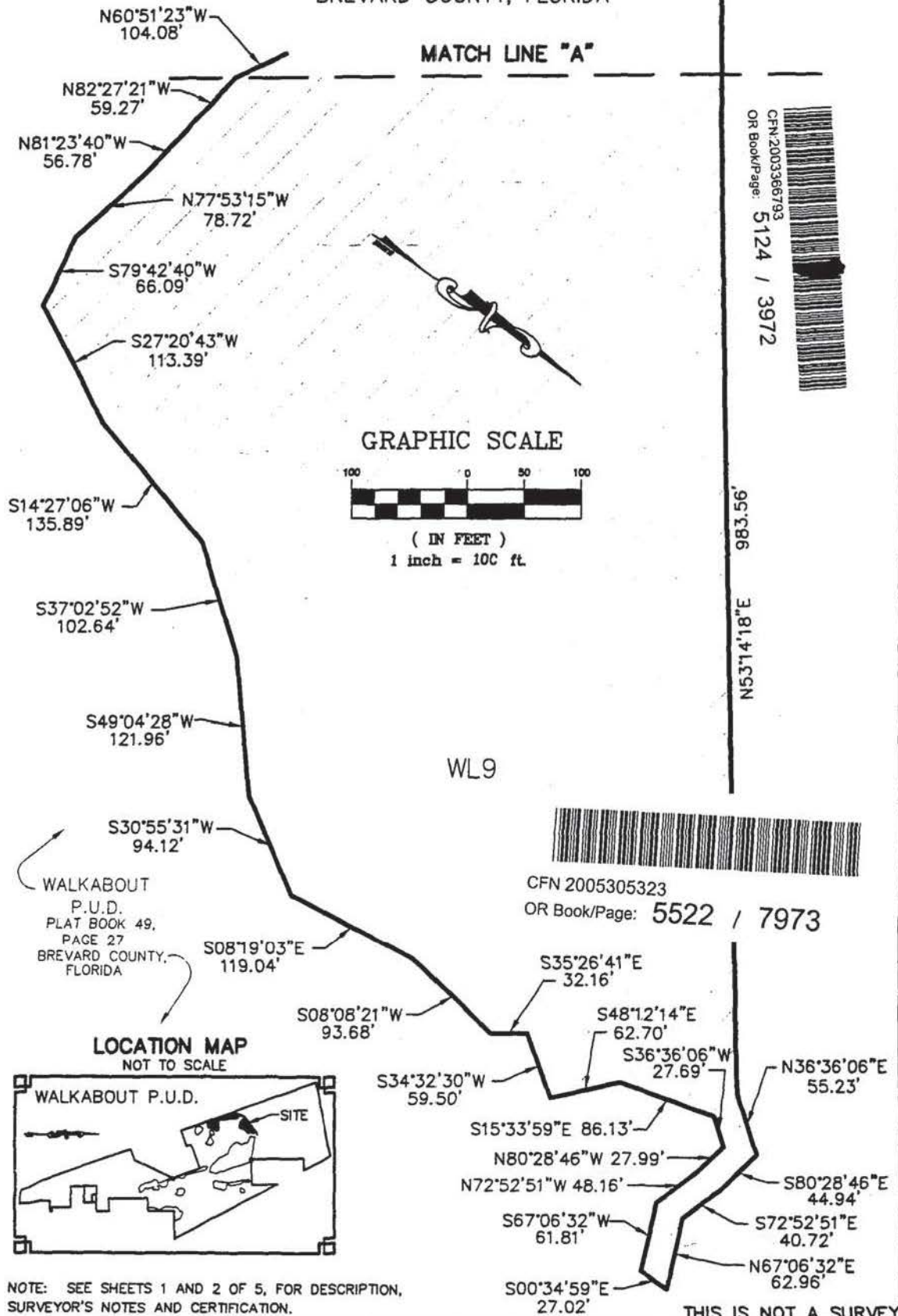


203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LS-006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-9 AND WL-10

BREVARD COUNTY	FLORIDA
PROJECT NO. 22050.12(01)	DATE AUG. 25, 2003
CADD FILE: 22050CE (9/10) SCALE: 1" = 100'	SHEET 4 OF 5

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

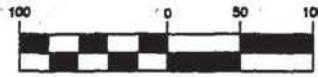


MATCH LINE "A"

CFN:2003366793
OR Book/Page: 5124 / 3972

953.86
3,814.15N

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

WL9

CFN 2005305323
OR Book/Page: 5522 / 7973

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIZATION ENGINEERS

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 0139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-9 AND WL-10

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

CADD FILE: 22050CE (9/10) SCALE: 1" = 100'

SHEET 5 of 5

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D., SOUTH 19°56'50" EAST A DISTANCE OF 5993.96 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 70°03'10" EAST A DISTANCE OF 491.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07°06'49" EAST A DISTANCE OF 83.96 FEET; THENCE NORTH 47°03'46" EAST A DISTANCE OF 103.04 FEET; THENCE NORTH 61°02'16" EAST A DISTANCE OF 118.45 FEET; THENCE SOUTH 30°33'11" EAST A DISTANCE OF 126.27 FEET; THENCE SOUTH 27°35'14" EAST A DISTANCE OF 44.13 FEET; THENCE SOUTH 72°55'31" EAST A DISTANCE OF 140.91 FEET; THENCE NORTH 52°29'04" EAST A DISTANCE OF 182.87 FEET; THENCE NORTH 77°14'31" EAST A DISTANCE OF 93.47 FEET; THENCE SOUTH 48°14'24" EAST A DISTANCE OF 97.76 FEET; THENCE SOUTH 55°47'20" EAST A DISTANCE OF 107.28 FEET; THENCE SOUTH 15°08'21" WEST A DISTANCE OF 65.73 FEET; THENCE SOUTH 21°04'17" WEST A DISTANCE OF 95.98 FEET; THENCE SOUTH 14°20'32" WEST A DISTANCE OF 69.23 FEET; THENCE SOUTH 45°27'48" WEST A DISTANCE OF 84.69 FEET; THENCE NORTH 41°50'27" WEST A DISTANCE OF 84.69 FEET; THENCE NORTH 26°14'46" WEST A DISTANCE OF 42.44 FEET; THENCE NORTH 62°49'21" WEST A DISTANCE OF 32.37 FEET; THENCE NORTH 84°38'58" WEST A DISTANCE OF 80.27 FEET; THENCE NORTH 37°24'04" WEST A DISTANCE OF 57.62 FEET; THENCE SOUTH 86°25'16" WEST A DISTANCE OF 39.32 FEET; THENCE NORTH 49°52'03" WEST A DISTANCE OF 38.56 FEET; THENCE NORTH 68°48'25" WEST A DISTANCE OF 82.53 FEET; THENCE NORTH 77°10'42" WEST A DISTANCE OF 86.01 FEET; THENCE SOUTH 74°07'00" WEST A DISTANCE OF 77.05 FEET; THENCE NORTH 88°55'34" WEST A DISTANCE OF 70.84 FEET; THENCE NORTH 70°02'53" WEST A DISTANCE OF 89.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.50 ACRES, MORE OR LESS.



CFN 2005305323
OR Book/Page: 5522 / 7974



CFN:2003366793
OR Book/Page: 5124 / 3973

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.

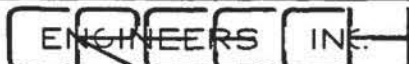
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. LS - 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

[Signature] 10/19/03
RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE

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 SHEET 2 OF 2, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



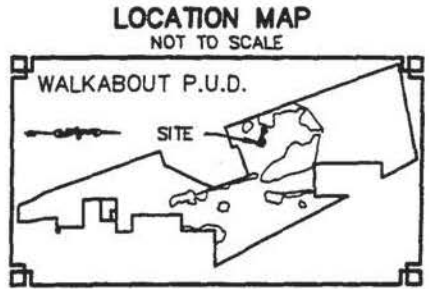
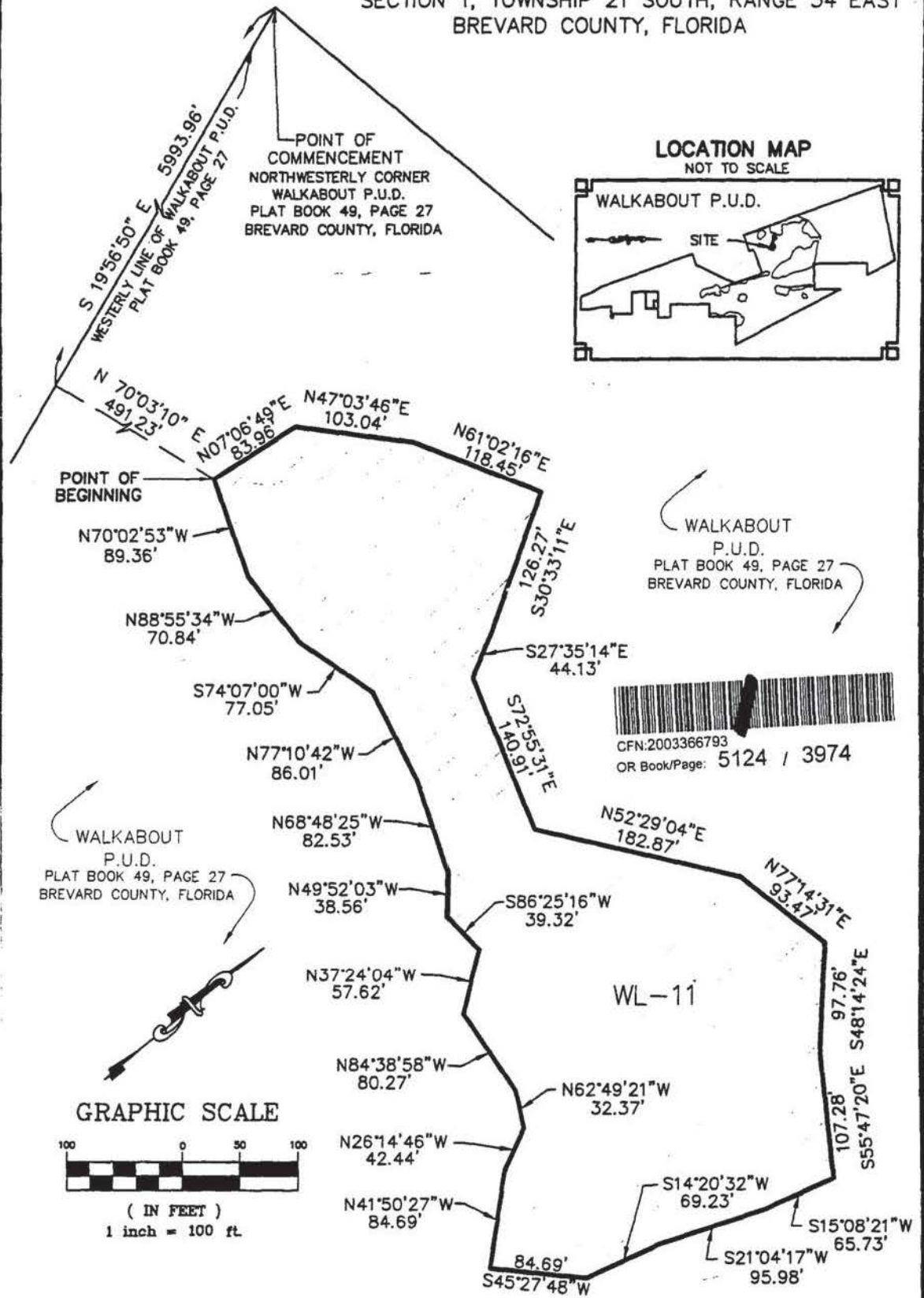
203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 9139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0008705

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-11**

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	SCALE: N/A	DATE: AUG. 25, 2003	SHEET 1 OF 2
CADD FILE: 22050CE (11)			

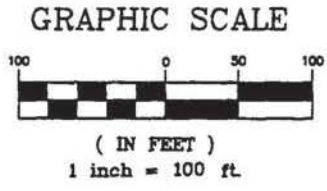
SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN:2003366793
OR Book/Page: 5124 / 3974



CFN 2005305323
OR Book/Page: 5522 / 7975



NOTE: SEE SHEET 1 OF 2, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

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

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-11

BREVARD COUNTY	FLORIDA
PROJECT NO. 22050.12(01)	DATE: AUG. 25, 2003
CADD FILE: 22050CE (11) SCALE: 1" = 100'	SHEET 2 OF 2

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE QUARTER CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6, SOUTH 89°17'34" WEST A DISTANCE OF 1187.92 FEET TO THE INTERSECTION WITH EASTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE ALONG SAID EASTERLY LINE OF WALKABOUT P.U.D. THE FOLLOWING THREE CALLS; NORTH 27°56'38" WEST A DISTANCE OF 1505.09 FEET; THENCE SOUTH 89°31'14" WEST A DISTANCE OF 19.16 FEET; THENCE NORTH 27°56'38" WEST A DISTANCE OF 1964.73 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 62°03'22" WEST A DISTANCE OF 1043.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°47'49" EAST A DISTANCE OF 88.92 FEET; THENCE SOUTH 33°20'19" WEST A DISTANCE OF 89.62 FEET; THENCE SOUTH 03°32'06" WEST A DISTANCE OF 67.52 FEET; THENCE SOUTH 04°13'38" WEST A DISTANCE OF 65.09 FEET; THENCE SOUTH 21°59'00" WEST A DISTANCE OF 102.74 FEET; THENCE SOUTH 07°49'30" WEST A DISTANCE OF 144.15 FEET; THENCE SOUTH 81°29'28" WEST A DISTANCE OF 85.84 FEET; THENCE NORTH 80°04'21" WEST A DISTANCE OF 34.04 FEET; THENCE SOUTH 68°02'54" WEST A DISTANCE OF 22.27 FEET; THENCE SOUTH 46°26'52" WEST A DISTANCE OF 54.77 FEET; THENCE NORTH 87°11'45" WEST A DISTANCE OF 92.05 FEET; THENCE NORTH 44°26'32" WEST A DISTANCE OF 43.30 FEET; THENCE NORTH 44°42'50" WEST A DISTANCE OF 51.97 FEET; THENCE NORTH 54°51'36" WEST A DISTANCE OF 33.69 FEET; THENCE NORTH 09°17'33" WEST A DISTANCE OF 92.62 FEET;



CFN 2005305323
OR Book/Page: 5522 / 7976



CFN:2003366793
OR Book/Page: 5124 / 3975

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF WALKABOUT P.U.D., ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS NORTH 27°56'38" WEST.
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.

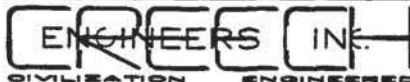
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. LB - 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

[Signature] 10/19/03
RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE

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

NOTE: SEE SHEETS 3 AND 4 OF 4, FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 3 AND 4 OF 4, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006702

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-12**

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

CADD FILE: 22050CE (12) SCALE: N/A

SHEET 1 OF 4

DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTH 38°21'49" EAST A DISTANCE OF 76.13 FEET;
 THENCE NORTH 05°15'27" EAST A DISTANCE OF 343.47 FEET;
 THENCE NORTH 09°57'10" EAST A DISTANCE OF 204.37 FEET;
 THENCE NORTH 00°03'17" WEST A DISTANCE OF 94.77 FEET;
 THENCE NORTH 15°20'26" WEST A DISTANCE OF 126.21 FEET;
 THENCE NORTH 04°14'18" WEST A DISTANCE OF 141.44 FEET;
 THENCE NORTH 08°44'14" WEST A DISTANCE OF 243.21 FEET;
 THENCE NORTH 20°00'17" WEST A DISTANCE OF 83.59 FEET;
 THENCE NORTH 05°39'01" WEST A DISTANCE OF 259.59 FEET;
 THENCE NORTH 13°03'18" WEST A DISTANCE OF 143.63 FEET;
 THENCE NORTH 35°21'42" EAST A DISTANCE OF 50.36 FEET;
 THENCE NORTH 70°53'58" EAST A DISTANCE OF 82.26 FEET;
 THENCE SOUTH 17°46'06" EAST A DISTANCE OF 91.29 FEET;
 THENCE SOUTH 22°22'01" WEST A DISTANCE OF 69.44 FEET;
 THENCE SOUTH 09°08'32" EAST A DISTANCE OF 139.42 FEET;
 THENCE SOUTH 16°20'54" EAST A DISTANCE OF 81.57 FEET;
 THENCE SOUTH 28°44'19" EAST A DISTANCE OF 62.88 FEET;
 THENCE SOUTH 74°44'49" EAST A DISTANCE OF 52.67 FEET;
 THENCE SOUTH 13°39'14" EAST A DISTANCE OF 40.56 FEET;
 THENCE SOUTH 05°18'37" WEST A DISTANCE OF 53.83 FEET;
 THENCE SOUTH 26°32'24" EAST A DISTANCE OF 57.15 FEET;
 THENCE SOUTH 05°57'08" EAST A DISTANCE OF 128.00 FEET;
 THENCE SOUTH 21°53'35" WEST A DISTANCE OF 23.04 FEET;
 THENCE SOUTH 09°44'23" EAST A DISTANCE OF 161.40 FEET;
 THENCE SOUTH 39°33'55" EAST A DISTANCE OF 33.56 FEET;
 THENCE SOUTH 03°39'25" WEST A DISTANCE OF 85.56 FEET;
 THENCE SOUTH 15°23'10" WEST A DISTANCE OF 162.77 FEET;
 THENCE SOUTH 41°49'55" WEST A DISTANCE OF 39.80 FEET;
 THENCE SOUTH 46°59'17" EAST A DISTANCE OF 50.20 FEET;
 THENCE SOUTH 75°44'15" EAST A DISTANCE OF 73.93 FEET;
 THENCE NORTH 82°50'52" EAST A DISTANCE OF 47.74 FEET;
 THENCE SOUTH 65°13'05" EAST A DISTANCE OF 111.53 FEET;
 THENCE SOUTH 26°57'27" EAST A DISTANCE OF 92.32 FEET
 TO THE POINT OF BEGINNING.

CONTAINING 9.68 ACRES, MORE OR LESS.



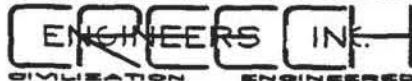
CFN.2003366793
OR Book/Page: 5124 / 3976



CFN 2005305323
OR Book/Page: 5522 / 7977

NOTE: SEE SHEETS 3 AND 4 OF 4, FOR SKETCH OF DESCRIPTION.
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF
 DESCRIPTION AS SHOWN ON SHEETS 3 AND 4 OF 4, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
 4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 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. 18-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-12

BREVARD COUNTY

FLORIDA

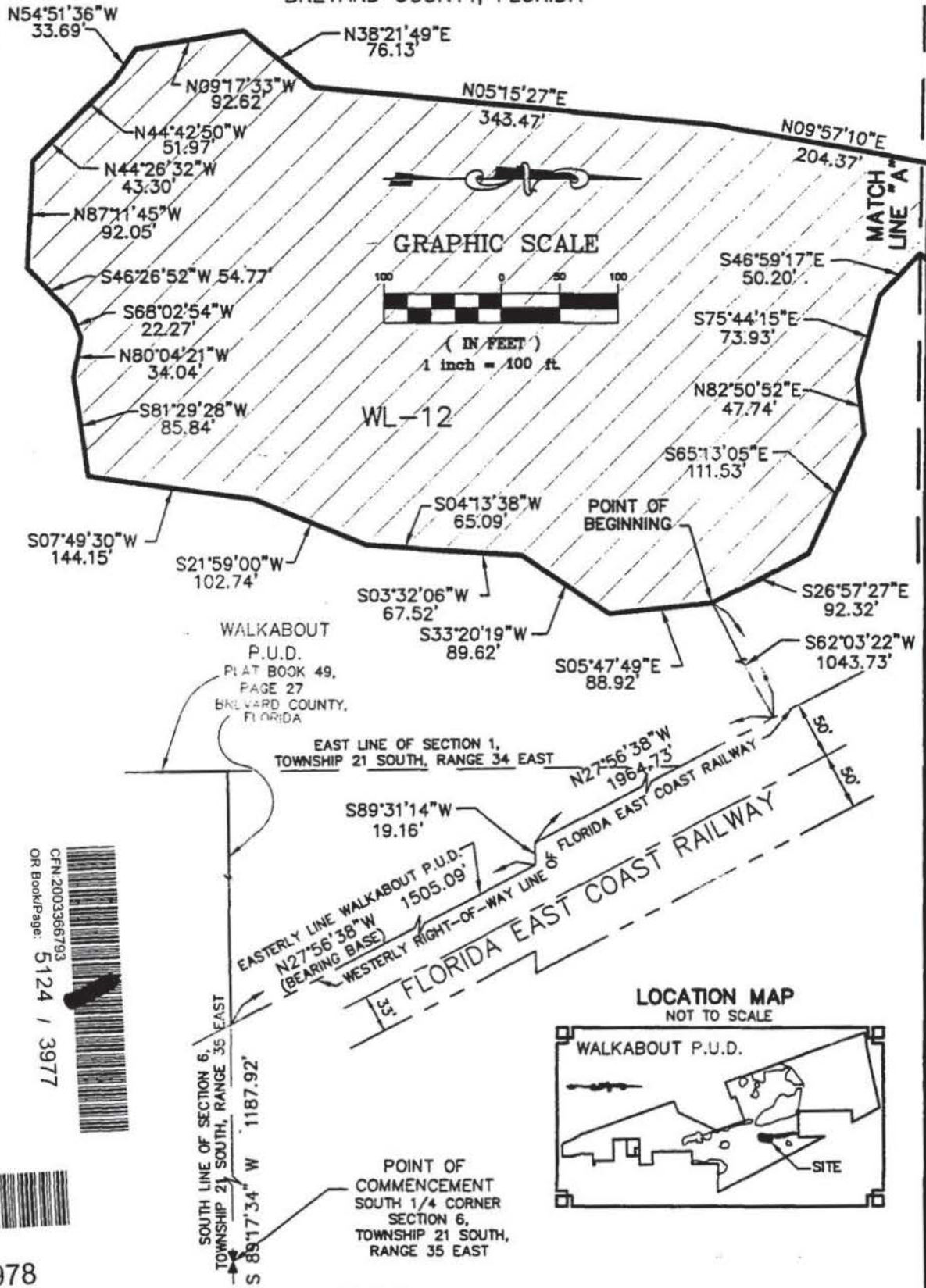
PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

CADD FILE: 22050CE (12) SCALE: N/A

SHEET 2 OF 4

DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN 2003366793
OR Book/Page: 5124 / 3977

CFN 2005305323
OR Book/Page: 5522 / 7978

SEE SHEETS 1 AND 2 OF 4, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIZATION ENGINEERED

203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705

BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LR-0008700

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-12

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

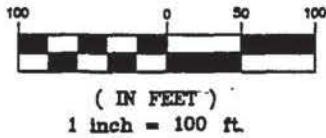
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SHEET 3 OF 4

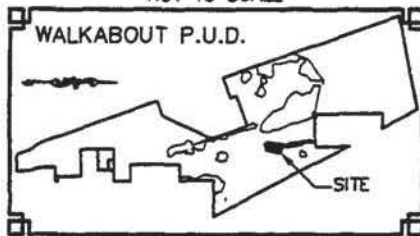
DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



GRAPHIC SCALE



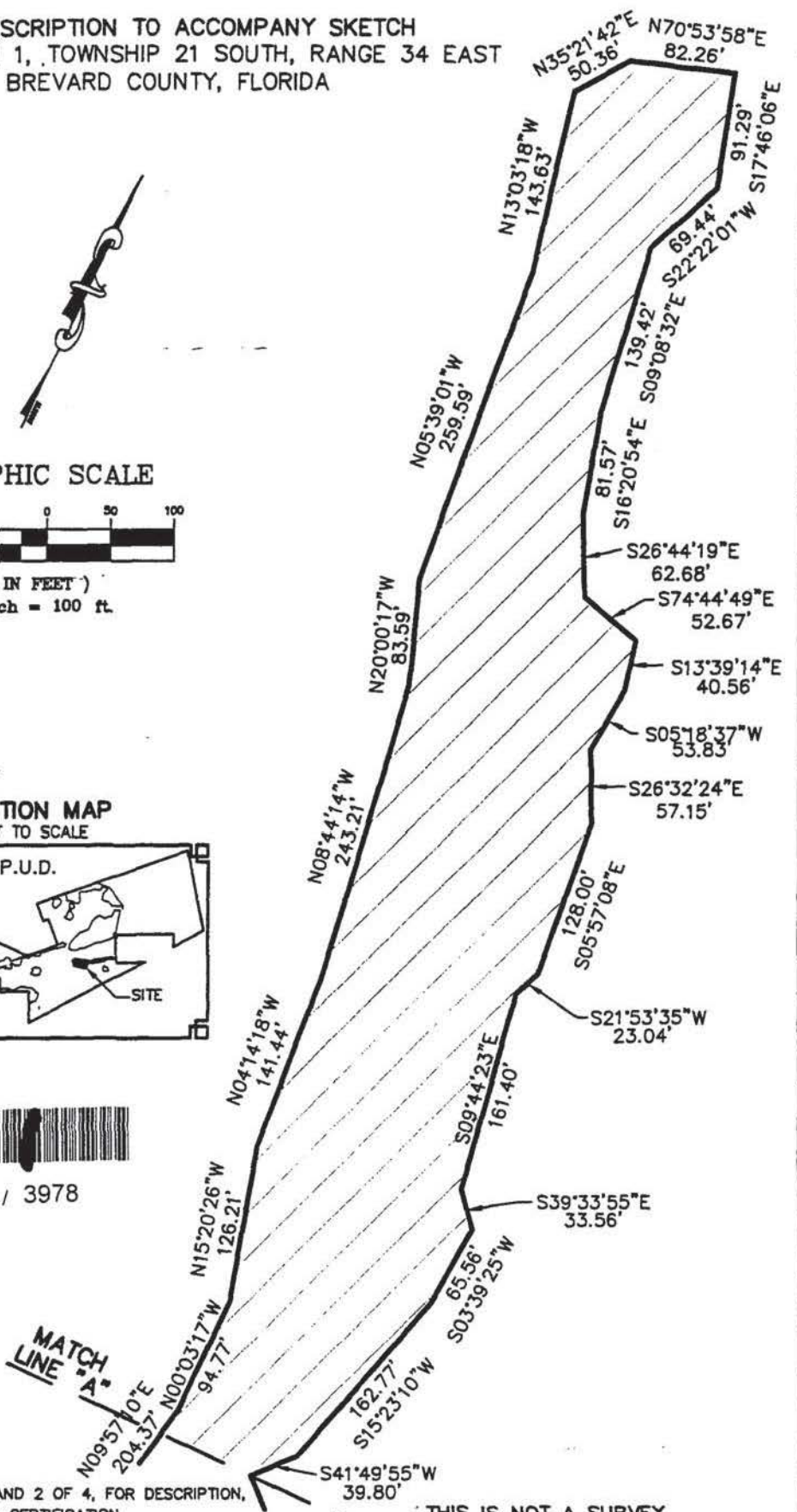
LOCATION MAP
NOT TO SCALE



CFN:2003366793
OR Book/Page: 5124 / 3978



CFN 2005305323
OR Book/Page: 5522 / 7979



NOTE: SEE SHEETS 1 AND 2 OF 4, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 253-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LS-0008705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-12

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01)

DATE: AUG. 25, 2003

CADD FILE: 22050CE (12) SCALE: 1" = 100'

SHEET 4 OF 4

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE QUARTER CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6, SOUTH 89°17'34" WEST A DISTANCE OF 1187.92 FEET TO THE INTERSECTION WITH EASTERLY LINE OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE ALONG SAID EASTERLY LINE OF WALKABOUT P.U.D. THE FOLLOWING THREE CALLS; NORTH 27°56'38" WEST A DISTANCE OF 1505.09 FEET; THENCE SOUTH 89°31'14" WEST A DISTANCE OF 19.16 FEET; THENCE NORTH 27°56'38" WEST A DISTANCE OF 2098.47 FEET; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 62°03'22" WEST A DISTANCE OF 237.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'17" EAST A DISTANCE OF 58.71 FEET; THENCE SOUTH 00°58'42" WEST A DISTANCE OF 161.12 FEET; THENCE SOUTH 64°50'45" WEST A DISTANCE OF 79.90 FEET; THENCE NORTH 81°57'15" WEST A DISTANCE OF 131.94 FEET; THENCE NORTH 55°03'43" WEST A DISTANCE OF 80.57 FEET; THENCE NORTH 53°31'53" EAST A DISTANCE OF 85.66 FEET; THENCE NORTH 38°05'31" EAST A DISTANCE OF 64.41 FEET; THENCE NORTH 19°50'35" WEST A DISTANCE OF 28.90 FEET; THENCE NORTH 01°30'59" EAST A DISTANCE OF 18.30 FEET; THENCE NORTH 65°06'33" EAST A DISTANCE OF 63.71 FEET; THENCE NORTH 72°07'58" EAST A DISTANCE OF 102.35 FEET; THENCE SOUTH 29°05'24" EAST A DISTANCE OF 19.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.07 ACRES, MORE OR LESS.



CFN 2005305323
OR Book/Page: 5522 / 7980



CFN:2003366793
OR Book/Page: 5124 / 3979

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF WALKABOUT P.U.D., ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS. SAID LINE BEARS NORTH 27°56'38" WEST.
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.

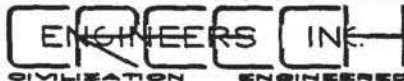
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

RICHARD T. CREECH, P.S.M. 10/19/03
DATE OF SIGNATURE

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 SHEET 2 OF 2, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3RD STREET STUART, FLORIDA 34994 (772) 285-1413
4430 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 6139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006703

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-13**

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	
CADD FILE: 22050CE (15)	SCALE: N/A	SHEET 1	OF 2

DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

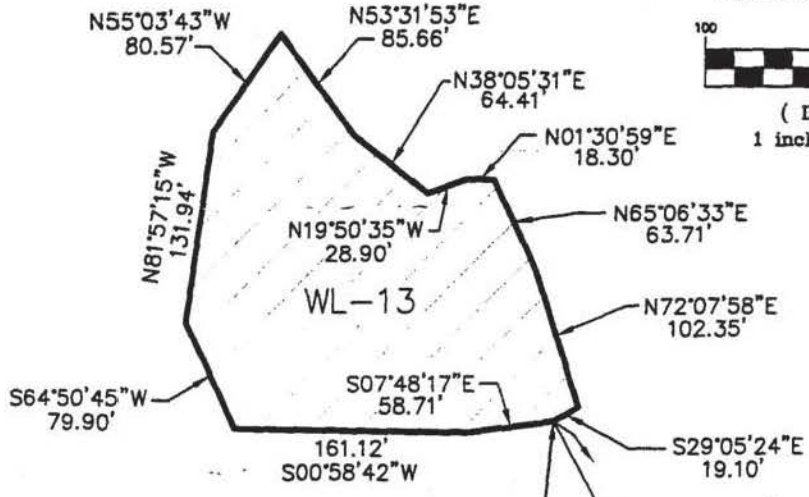


GRAPHIC SCALE



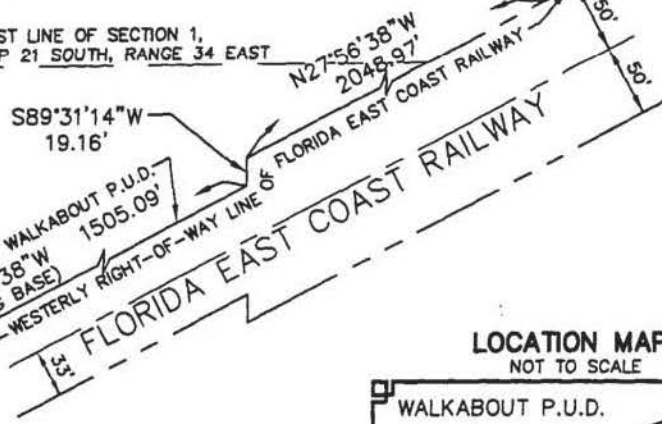
(IN FEET)
1 inch = 100 ft.

CFN 2003366793
OR Book/Page: 5124 / 3980

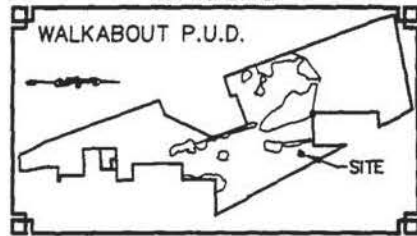


WALKABOUT
P.U.D.
PLAT BOOK 49,
PAGE 27
BREVARD COUNTY,
FLORIDA

EAST LINE OF SECTION 1,
TOWNSHIP 21 SOUTH, RANGE 34 EAST



LOCATION MAP
NOT TO SCALE



POINT OF
COMMENCEMENT
SOUTH 1/4 CORNER
SECTION 6,
TOWNSHIP 21 SOUTH,
RANGE 35 EAST

SOUTH LINE OF SECTION 6,
TOWNSHIP 21 SOUTH, RANGE 35 EAST
S 89°17'34\"/>



CFN 2005305323
OR Book/Page: 5522 / 7981

NOTE: SEE SHEET 1 OF 2, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIZATION ENGINEERS

203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
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. 18-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-13

BREVARD COUNTY FLORIDA
PROJECT NO. 22050.12(01) REVISION: SEPT. 22, 2003 DATE: AUG. 25, 2003
CADD FILE: 22050CE (15) SCALE: 1" = 100' SHEET 2 OF 2

**DESCRIPTION TO ACCOMPANY SKETCH
SECTIONS 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS, SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA;

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ONE-QUARTER CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 AND ALONG A PORTION OF THE PERIMETER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SOUTH 89°17'34", A DISTANCE OF 2036.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE PERIMETER OF SAID WALKABOUT P.U.D. AND SAID SOUTH LINE OF SECTION 6, SOUTH 89°17'34" WEST, A DISTANCE OF 621.26 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 12, SOUTH 00°38'05" EAST A DISTANCE OF 1333.33 FEET TO THE NORTH LINE THE EAST ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 12; THENCE ALONG SAID NORTH LINE, SOUTH 88°36'36" WEST A DISTANCE OF 187.69 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 01°23'24" WEST A DISTANCE OF 62.48 FEET;
 THENCE NORTH 34°57'29" EAST A DISTANCE OF 56.69 FEET;
 THENCE NORTH 15°19'23" WEST A DISTANCE OF 72.26 FEET;
 THENCE NORTH 06°08'39" EAST A DISTANCE OF 177.06 FEET;
 THENCE NORTH 18°25'02" EAST A DISTANCE OF 135.50 FEET;
 THENCE NORTH 31°22'29" EAST A DISTANCE OF 110.12 FEET;
 THENCE NORTH 19°00'52" WEST A DISTANCE OF 112.22 FEET;
 THENCE NORTH 30°11'23" WEST A DISTANCE OF 282.45 FEET;
 THENCE NORTH 01°00'25" EAST A DISTANCE OF 230.05 FEET;
 THENCE NORTH 15°54'18" EAST A DISTANCE OF 102.72 FEET;
 THENCE NORTH 02°18'33" EAST A DISTANCE OF 213.45 FEET;
 THENCE NORTH 37°01'04" EAST A DISTANCE OF 153.40 FEET;
 THENCE NORTH 57°14'57" EAST A DISTANCE OF 81.73 FEET;
 THENCE NORTH 72°43'16" EAST A DISTANCE OF 79.83 FEET;
 THENCE NORTH 23°42'16" WEST A DISTANCE OF 81.83 FEET;
 THENCE NORTH 63°07'59" EAST A DISTANCE OF 87.92 FEET;
 THENCE NORTH 76°15'24" EAST A DISTANCE OF 32.12 FEET;
 THENCE SOUTH 76°47'04" EAST A DISTANCE OF 94.14 FEET;
 THENCE SOUTH 67°08'36" EAST A DISTANCE OF 94.10 FEET;
 THENCE SOUTH 58°00'27" EAST A DISTANCE OF 88.27 FEET;
 THENCE SOUTH 55°12'05" EAST A DISTANCE OF 97.04 FEET;
 THENCE SOUTH 17°29'37" EAST A DISTANCE OF 26.36 FEET;
 THENCE SOUTH 32°54'06" WEST A DISTANCE OF 49.18 FEET;
 THENCE SOUTH 35°37'00" EAST A DISTANCE OF 75.94 FEET;
 THENCE SOUTH 29°28'13" EAST A DISTANCE OF 115.25 FEET;
 THENCE SOUTH 74°24'20" EAST A DISTANCE OF 41.65 FEET;
 THENCE SOUTH 40°43'11" EAST A DISTANCE OF 48.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.29 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA. SAID LINE BEARS SOUTH 88°31'27" WEST.
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 SHEETS 2 AND 3 OF 3, FOR SKETCH OF DESCRIPTION.
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 2 AND 3 OF 3, OF THIS DOCUMENT.

RICHARD T. CREECH, P.S.M.
 FLORIDA LICENSE NO. LS - 5760
 CORPORATION CERTIFICATE OF AUTHORIZATION NO. LB 6705

RICHARD T. CREECH, P.S.M. 10/17/03
 DATE OF SIGNATURE

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

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
 4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
 BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5136
 PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

**WALKABOUT P.U.D.
 CONSERVATION EASEMENT
 WL-14**

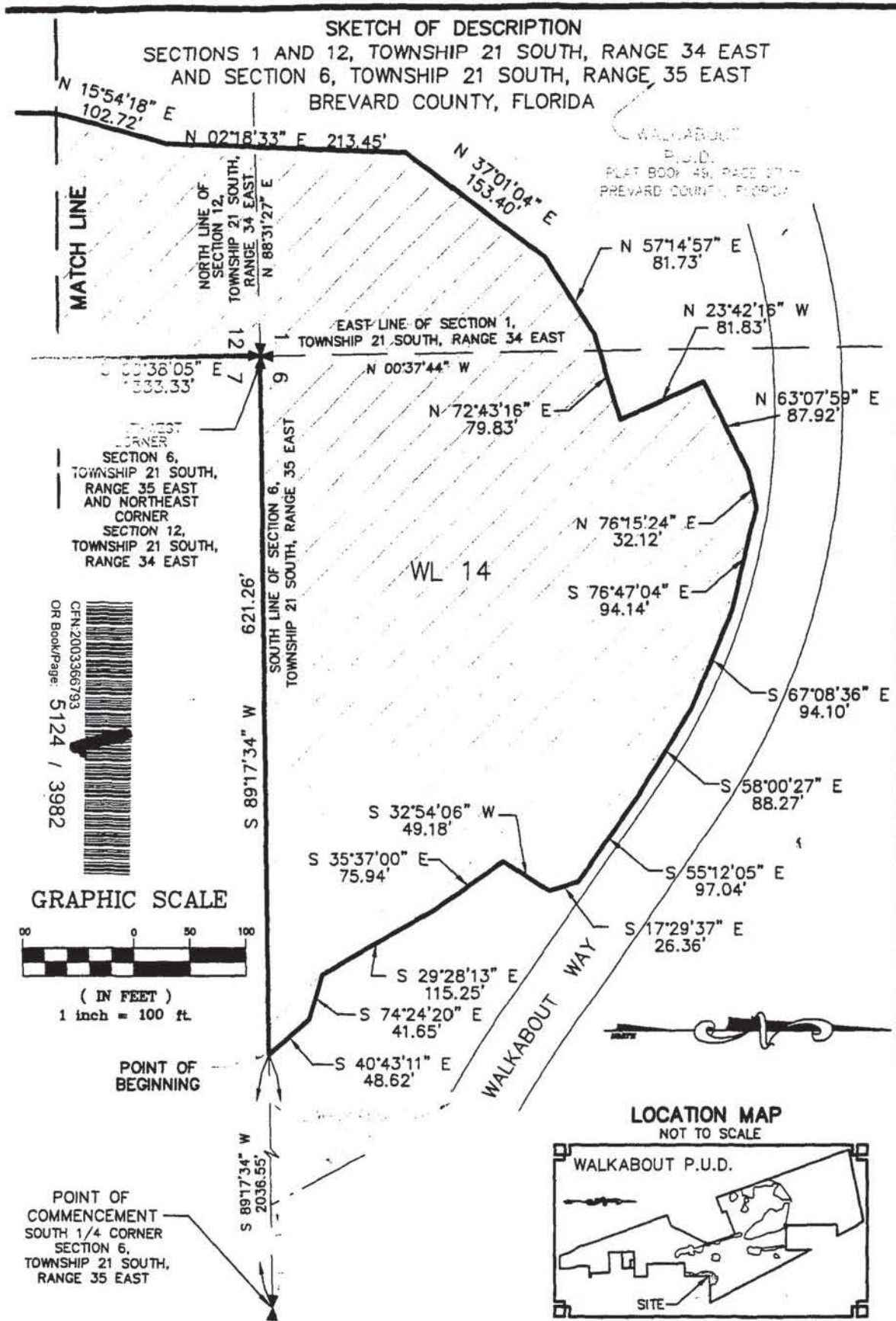
BREVARD COUNTY **FLORIDA**
 PROJECT NO. 22050.12(01) REVISED: OCT. 14, 2003 DATE: AUG. 25, 2003
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CFN:2003368793
 OR Book/Page: 5124 / 3981



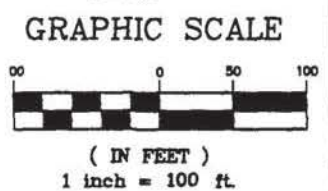
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 OR Book/Page: 5522 / 7982

SKETCH OF DESCRIPTION
 SECTIONS 1 AND 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
 AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 BREVARD COUNTY, FLORIDA

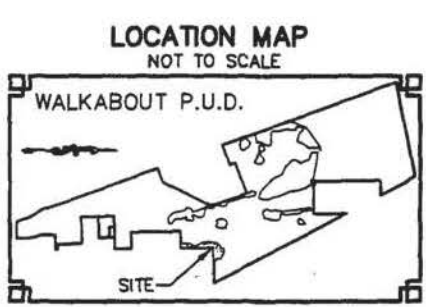


SECTION 6,
 TOWNSHIP 21 SOUTH,
 RANGE 35 EAST
 AND NORTHEAST
 CORNER
 SECTION 12,
 TOWNSHIP 21 SOUTH,
 RANGE 34 EAST

CFN:2003366793
 OR Book/Page: 5124 / 3982



CFN 2005305323
 OR Book/Page: 5522 / 7983



NOTE: SEE SHEET 1 OF 3, FOR DESCRIPTION,
 SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
 CIVILIZATION ENGINEERS

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
 4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (888) 841-1705
 BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
 PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
 CONSERVATION EASEMENT
 WL-14

BREVARD COUNTY		FLORIDA
PROJECT NO. 22050.12(01)	REVISED: OCT. 14, 2003	DATE: AUG. 25, 2003
CADD FILE: 22050CE (14)	SCALE: 1" = 100'	SHEET 2 OF 3

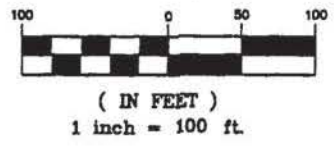
SKETCH OF DESCRIPTION
 SECTIONS 1 AND 12,
 TOWNSHIP 21 SOUTH, RANGE 34 EAST
 AND SECTION 6,
 TOWNSHIP 21 SOUTH, RANGE 35 EAST
 BREVARD COUNTY, FLORIDA

CFN:2003366793
 OR Book/Page: 5124 / 3983

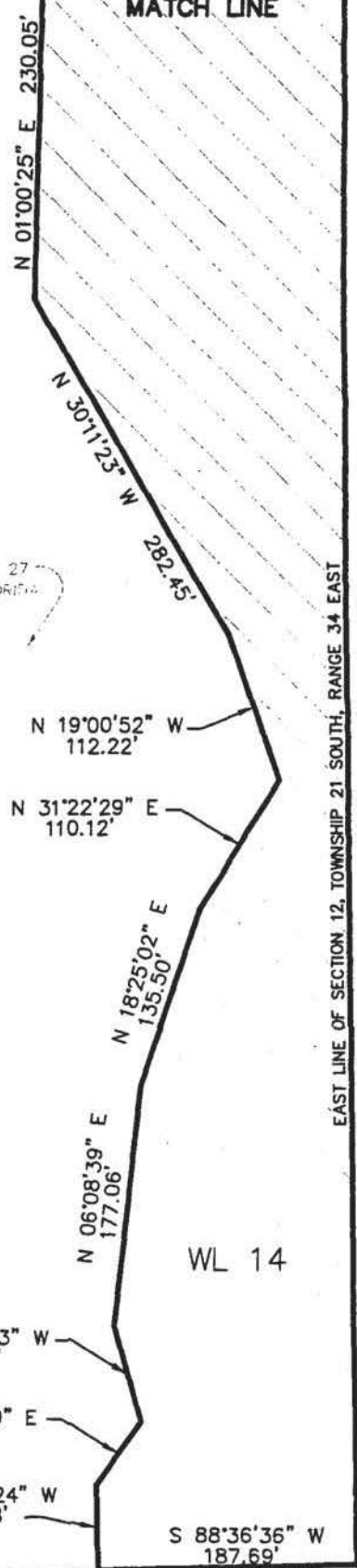
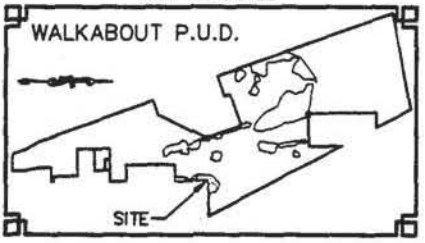


WALKABOUT
 P.U.D.
 PLAT BOOK 48, PAGE 27
 BREVARD COUNTY, FLORIDA

GRAPHIC SCALE



LOCATION MAP
 NOT TO SCALE



EAST LINE OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST
 S 33°33'11\"/>

CFN:2005305323
 OR Book/Page: 5522 / 7984

THIS IS NOT A SURVEY

NOTE: SEE SHEET 1 OF 3, FOR
 DESCRIPTION, SURVEYOR'S NOTES
 AND CERTIFICATION.

NORTH LINE OF EAST 1/2 OF SOUTHEAST 1/4 OF NORTHEAST 1/4
 SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST



203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
 4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
 707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
 BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5134
 PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LS-0006705

WALKABOUT P.U.D.
 CONSERVATION EASEMENT
 WL-14

BREVARD COUNTY FLORIDA
 PROJECT NO. 22050.12(01) | REVISED: OCT. 14, 2003 | DATE: AUG. 25, 2003
 CAD FILE: 22050CE (14) | SCALE: 1" = 100' | SHEET 3 OF 3

**DESCRIPTION TO ACCOMPANY SKETCH
SECTION 1, 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 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; SAID PARCEL ALSO LYING IN AND BEING A PORTION OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA, PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID WALKABOUT P.U.D., SOUTH 19°56'50" EAST A DISTANCE OF 3919.93 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 70°03'10" EAST A DISTANCE OF 1585.77 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 80°07'10" EAST A DISTANCE OF 1191.45 FEET;
 THENCE SOUTH 00°40'17" EAST A DISTANCE OF 77.91 FEET;
 THENCE NORTH 88°07'06" EAST A DISTANCE OF 132.80 FEET;
 THENCE SOUTH 26°26'13" EAST A DISTANCE OF 129.59 FEET;
 THENCE SOUTH 24°49'16" EAST A DISTANCE OF 212.36 FEET;
 THENCE SOUTH 18°40'19" EAST A DISTANCE OF 158.65 FEET;
 THENCE SOUTH 19°21'51" EAST A DISTANCE OF 144.47 FEET;
 THENCE SOUTH 07°15'12" EAST A DISTANCE OF 236.15 FEET;
 THENCE SOUTH 21°07'33" EAST A DISTANCE OF 233.64 FEET;
 THENCE SOUTH 24°03'14" EAST A DISTANCE OF 351.77 FEET;
 THENCE SOUTH 10°25'35" EAST A DISTANCE OF 75.97 FEET;
 THENCE SOUTH 03°25'20" EAST A DISTANCE OF 147.00 FEET;
 THENCE SOUTH 51°17'27" EAST A DISTANCE OF 32.21 FEET;
 THENCE SOUTH 24°43'08" EAST A DISTANCE OF 141.14 FEET;
 THENCE SOUTH 06°04'09" WEST A DISTANCE OF 106.86 FEET;
 THENCE SOUTH 05°50'38" WEST A DISTANCE OF 103.74 FEET;
 THENCE SOUTH 17°52'55" WEST A DISTANCE OF 149.81 FEET;
 THENCE NORTH 79°02'54" WEST A DISTANCE OF 243.14 FEET;
 THENCE NORTH 54°40'12" WEST A DISTANCE OF 126.09 FEET;
 THENCE NORTH 51°36'49" WEST A DISTANCE OF 174.74 FEET;



CFN 2005305323
OR Book/Page: 5522 / 7985



CFN.2003366793
OR Book/Page: 5124 / 3984

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.

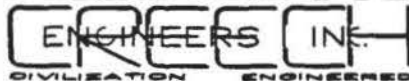
RICHARD T. CREECH, P.S.M.
FLORIDA LICENSE NO. LS - 5760
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 6705

[Signature] 10/19/03
RICHARD T. CREECH, P.S.M. DATE OF SIGNATURE

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

NOTE: SEE SHEETS 3, 4 AND 5 OF 5, FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEETS 3, 4 AND 5 OF 5, OF THIS DOCUMENT.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5130
PROFESSIONAL SURVEYORS AND MAPPERS, ANNEKED CERTIFICATE NO. LB-0008702

**WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-15**

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	
CADD FILE: 22050CE (15)	SCALE: N/A	SHEET 1 OF 5	

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

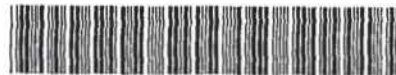
THENCE NORTH 45°45'37" WEST A DISTANCE OF 185.02 FEET;
THENCE NORTH 44°49'55" WEST A DISTANCE OF 82.75 FEET;
THENCE NORTH 42°49'05" WEST A DISTANCE OF 114.39 FEET;
THENCE NORTH 19°29'29" WEST A DISTANCE OF 79.63 FEET;
THENCE NORTH 48°33'26" WEST A DISTANCE OF 21.46 FEET;
THENCE NORTH 41°26'34" EAST A DISTANCE OF 25.00 FEET;
THENCE NORTH 48°33'26" WEST A DISTANCE OF 64.11 FEET;
THENCE NORTH 23°11'27" WEST A DISTANCE OF 25.08 FEET;
THENCE NORTH 08°19'19" WEST A DISTANCE OF 29.80 FEET;
THENCE NORTH 16°38'39" WEST A DISTANCE OF 46.95 FEET;
THENCE NORTH 45°41'04" WEST A DISTANCE OF 57.01 FEET;
THENCE NORTH 24°04'10" WEST A DISTANCE OF 65.00 FEET;
THENCE NORTH 16°15'49" WEST A DISTANCE OF 73.06 FEET;
THENCE NORTH 62°44'58" WEST A DISTANCE OF 68.68 FEET;
THENCE NORTH 68°08'14" WEST A DISTANCE OF 180.50 FEET;
THENCE NORTH 71°00'54" WEST A DISTANCE OF 80.11 FEET;
THENCE NORTH 63°11'38" WEST A DISTANCE OF 84.48 FEET;
THENCE NORTH 33°32'19" WEST A DISTANCE OF 109.88 FEET;
THENCE NORTH 44°42'52" WEST A DISTANCE OF 25.36 FEET;
THENCE NORTH 66°54'00" WEST A DISTANCE OF 66.21 FEET;
THENCE NORTH 35°01'33" WEST A DISTANCE OF 163.17 FEET;
THENCE NORTH 02°38'55" WEST A DISTANCE OF 70.83 FEET;
THENCE NORTH 11°34'41" EAST A DISTANCE OF 62.66 FEET;
THENCE NORTH 32°14'35" EAST A DISTANCE OF 227.92 FEET;
THENCE NORTH 38°01'40" WEST A DISTANCE OF 87.36 FEET;
THENCE NORTH 24°52'55" WEST A DISTANCE OF 92.64 FEET;
THENCE NORTH 04°58'55" WEST A DISTANCE OF 130.20 FEET;
THENCE NORTH 43°14'11" WEST A DISTANCE OF 72.78 FEET;
THENCE NORTH 73°22'17" WEST A DISTANCE OF 96.94 FEET;
THENCE NORTH 57°01'13" WEST A DISTANCE OF 88.37 FEET;
THENCE NORTH 69°53'16" WEST A DISTANCE OF 98.62 FEET;
THENCE NORTH 17°08'13" WEST A DISTANCE OF 50.37 FEET;
THENCE NORTH 00°34'59" WEST A DISTANCE OF 201.64 FEET
TO THE POINT OF BEGINNING.

CONTAINING 48.54 ACRES, MORE OR LESS.



CFN:2003366793

OR Book/Page: 5124 / 3985



CFN 2005305323

OR Book/Page: 5522 / 7986

NOTE: SEE SHEETS 3, 4 AND 5 OF 5, FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF
DESCRIPTION AS SHOWN ON SHEETS 3, 4 AND 5 OF 5, OF THIS DOCUMENT.

THIS IS NOT A SURVEY

CREECH
ENGINEERS INC.
CIVILIZATION ENGINEERS

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
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. LS-0008705

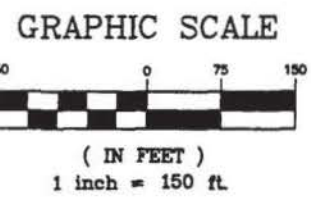
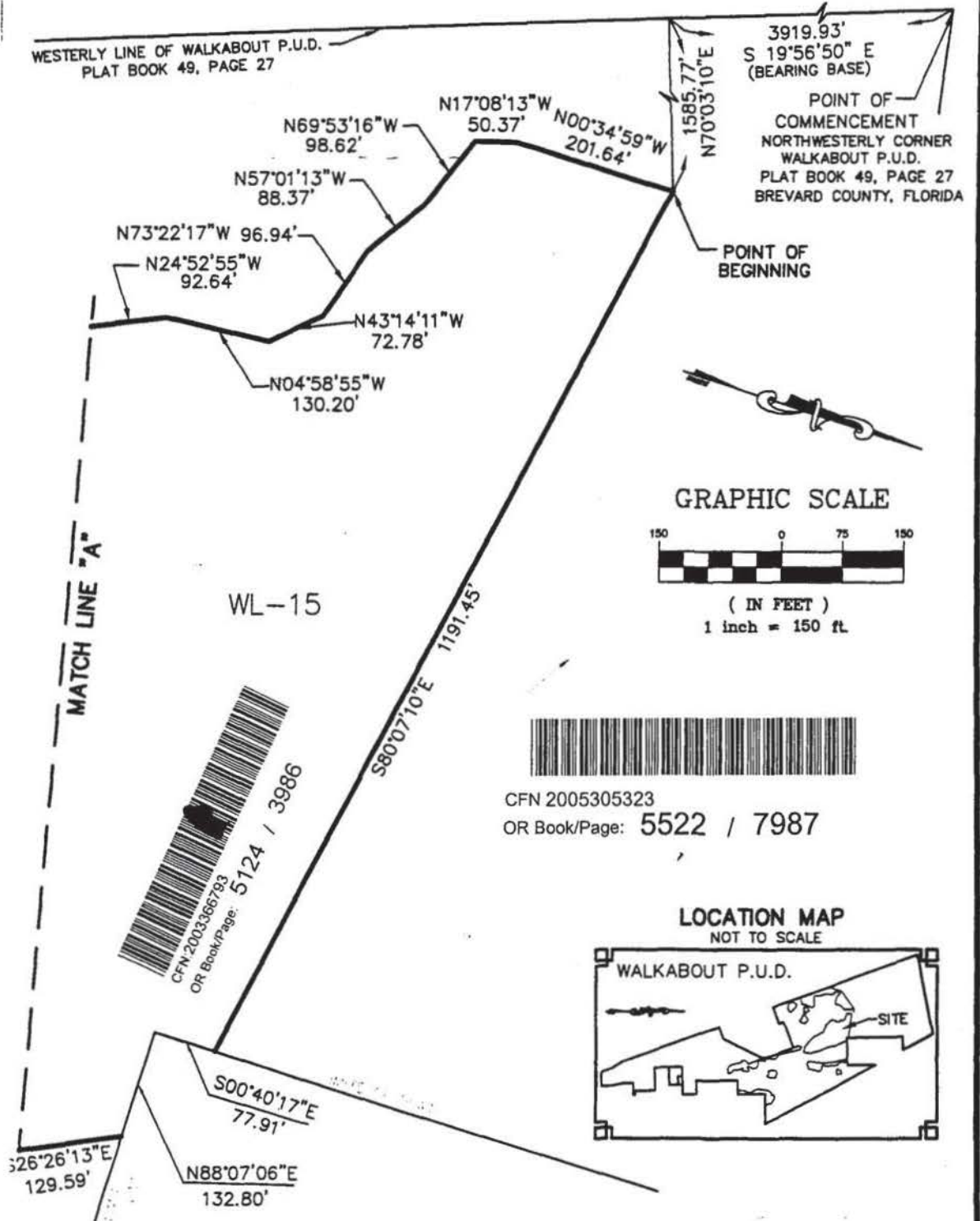
WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-15

BREVARD COUNTY

FLORIDA

PROJECT NO. 22050.12(01) | REVISED: SEPT. 22, 2003 | DATE: AUG. 25, 2003
CADD FILE: 22050CE (15) | SCALE: N/A | SHEET 2 OF 5

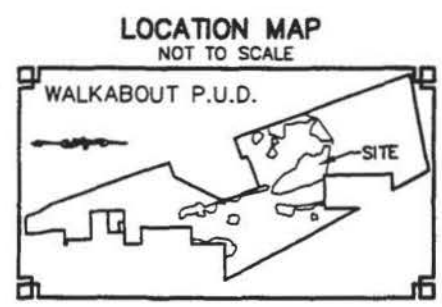
SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



CFN 2003366793
OR Book/Page: 5124 / 3986



CFN 2005305323
OR Book/Page: 5522 / 7987



NOTE: SEE SHEETS 1 AND 2 OF 5, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

CREECH ENGINEERS INC.
CIVILIZATION ENGINEERED

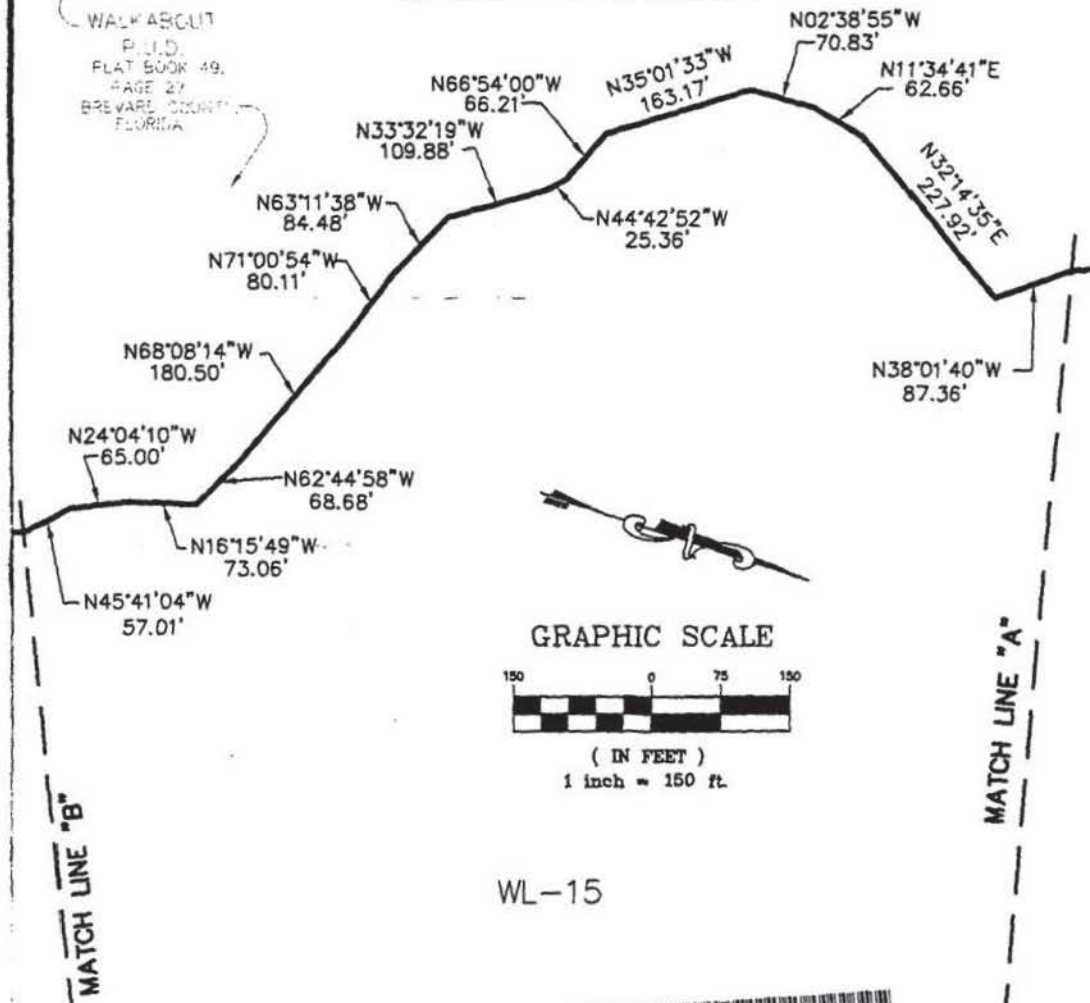
203 WEST 3rd STREET STUART, FLORIDA 34994 (772) 283-1413
4450 WEST EAU GALLIE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LR-0008705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-15

BREVARD COUNTY		FLORIDA	
PROJECT NO. 22050.12(01)	REVISED: SEPT. 22, 2003	DATE: AUG. 25, 2003	SHEET 3 OF 5
CADD FILE 22050CE (15)		SCALE: 1" = 150'	

SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA

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



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

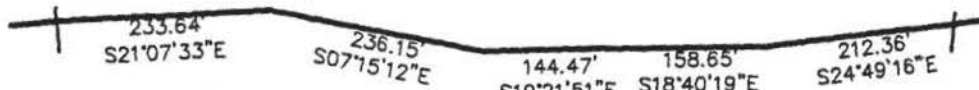
WL-15



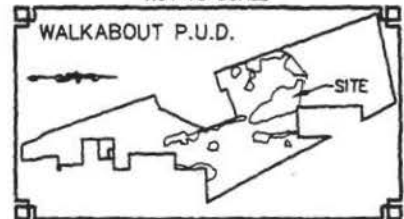
CFN 2005305323
OR Book/Page: 5522 / 7988



CFN:2003366793
OR Book/Page: 5124 / 3987



LOCATION MAP
NOT TO SCALE



NOTE: SEE SHEETS 1 AND 2 OF 5, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

ENGINEERS INC.
CIVILIAN ENGINEERED

203 WEST 3rd STREET STUART, FLORIDA 34994 (772)283-1413
4450 WEST EAU GALLE BLVD., MELBOURNE, FL 32934 (321) 255-5434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1700
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5138
PROFESSIONAL SURVEYORS AND MAPPERS, AMENDED CERTIFICATE NO. LP-0008708

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-15

BREVARD COUNTY FLORIDA
PROJECT NO. 22050.12(01) REVISED: SEPT. 22, 2003 DATE: AUG. 25, 2003
CAD FILE: 22050CE (15) SCALE: 1" = 150' SHEET 4 OF 5

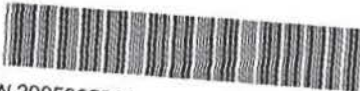
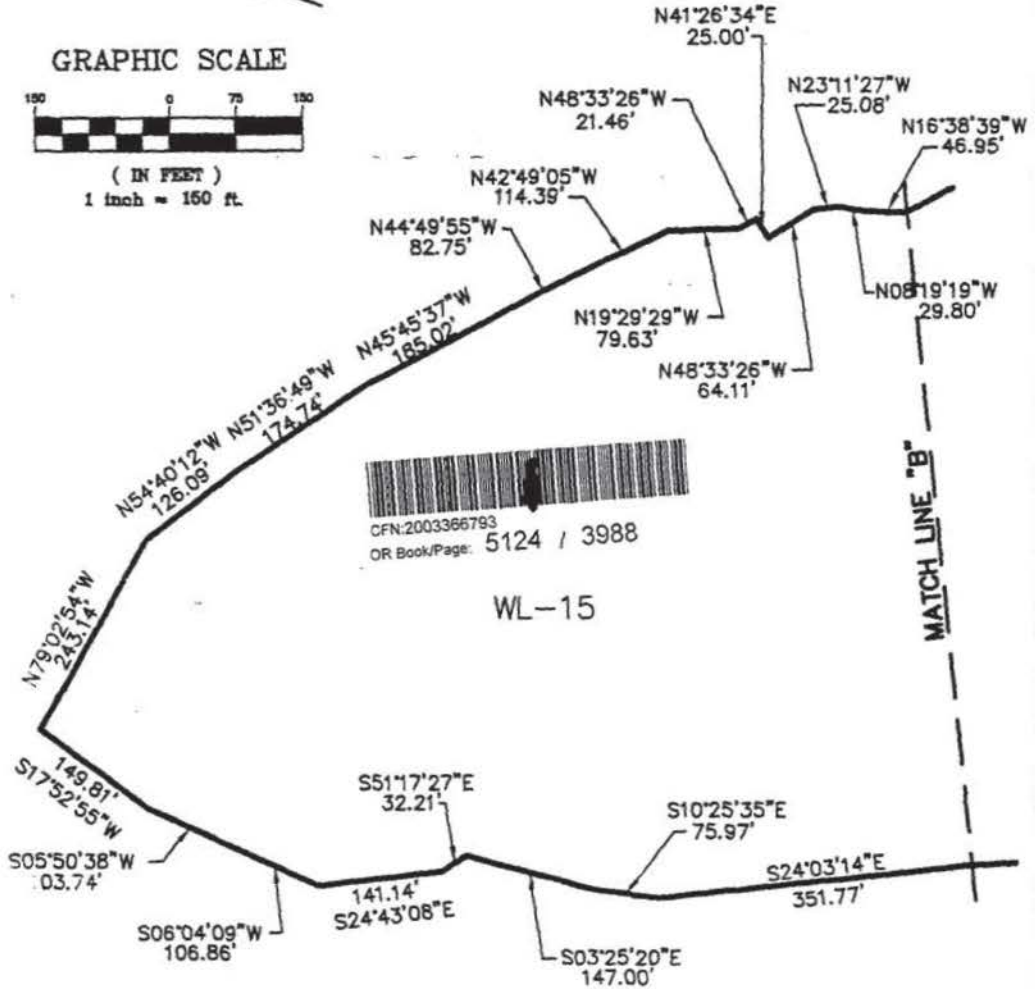
SKETCH OF DESCRIPTION
SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST
BREVARD COUNTY, FLORIDA



GRAPHIC SCALE

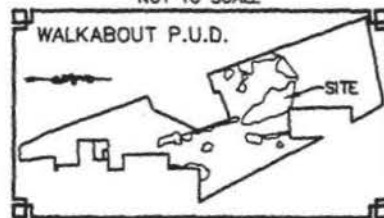


(IN FEET)
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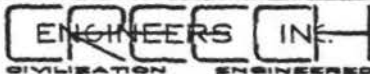
CFN 2005305323
OR Book/Page: 5522 / 7989

LOCATION MAP
NOT TO SCALE



NOTE: SEE SHEETS 1 AND 2 OF 5, FOR DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY



203 WEST 3rd STREET STUART, FLORIDA 34984 (772) 283-1413
4450 WEST EAU GALIE BLVD., MELBOURNE, FL 32904 (321) 255-2434
707 EAST PARK AVENUE, TALLAHASSEE, FL 32301 (850) 841-1705
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5138
PROFESSIONAL SURVEYORS AND MAPPING, AMENDED CERTIFICATE NO. LB-0006705

WALKABOUT P.U.D.
CONSERVATION EASEMENT
WL-15

BREVARD COUNTY FLORIDA
PROJECT NO. 22050.12/01 | REVISED: SEPT. 22, 2003 | DATE: AUG. 25, 2003
CADD FILE: 2205002 (15) | SCALE: 1" = 150' | SHEET 5 OF 5