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BAY COUNTY, FLORIDA

\*\* OFFICIAL RECORDS \*\*  
BOOK: 2068 PAGE: 822

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**WILD HERON**

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**FOR**  
**WILD HERON**

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**DECLARATION**  
**OF**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**WILD HERON**

**THIS DECLARATION** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by **LAKE POWELL, LLC**, a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II**  
**DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **ACOE**. The United States Army Corps of Engineers.

Section 2.2 **Annual Assessments**. Annual assessments levied by the Association against all Owners, used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party.

Section 2.3 **ARB**. The Architectural Review Board created by the Developer for the purpose of adopting the ARC and reviewing proposed construction within the Property.

Section 2.4 **ARC**. The Architectural Review Criteria adopted by the Developer or the ARB, as amended from time to time in accordance with the provisions hereof.

Section 2.5 **Area Assessments.** Annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property.

Section 2.6 **Articles.** The Articles of Incorporation of the Association, as the same are amended from time to time.

Section 2.7 **Assessment Equivalents.** The assessment equivalents described in Section 5.3(b).

Section 2.8 **Association.** The Wild Heron Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns.

Section 2.9 **Board.** The Board of Directors of the Association.

Section 2.10 **Building Site.** Each separate parcel of land within the Property (other than the Lots), as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of Commercial Improvements, Multi-Family Improvements or improvements designed for other similar use. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

Section 2.11 **Bylaws.** The Bylaws of the Association, as the same are amended from time to time.

Section 2.12 **CDD.** The Lake Powell Residential Golf Community Development District as authorized pursuant to Chapter 190, Florida Statutes, by the Board of County Commissioners of Bay County, Florida by Resolution No. 00-19, on the 1st day of August, 2000, as amended from time to time.

Section 2.13 **Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any Building Site, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including any use described in Section 2.02.02(B-H) of the Bay County Land Use Code in effect as of the date hereof, but not any Residential Dwelling Unit.

Section 2.14 **Common Area.** All real property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by recording a Supplementary Declaration pursuant to the terms of Section 4.3 hereof.

Section 2.15 **Declaration.** This instrument, and any exhibits annexed hereto, as it is amended or supplemented from time to time in accordance with the provisions hereof. This is the Declaration to which the Articles and Bylaws make reference.

Section 2.16 **Developer**. Lake Powell LLC, and its successors in interest and title and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Lake Powell LLC, as the Developer of the Property is not intended and shall not be construed, to impose upon Lake Powell LLC, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Lake Powell LLC, and develop and resell the same.

Section 2.17 **Development Agreement**. That certain Development Agreement between Bay County Board of County Commissioners and Lake Powell Golf Development Limited Partnership (now held by the Developer) dated July 11, 2000, and recorded in Official Records Book 1960, at page 246, of the public records of Bay County, Florida, as amended by that certain Amendment dated October 10, 2000 and recorded in Official Records Book 1978, page 1708, and as further amended by that certain Amendment dated July 24, 2001 and recorded in Official Records Book 2053, page 1313, and as it may be amended from time to time in the future.

Section 2.18 **Development Period**. The period beginning upon the conveyance of the first Lot or Building Site in the Property to an Owner other than the Developer and continuing until the Developer notifies the Association that it will no longer pay for operating deficits of the Association.

Section 2.19 **FDEP**. The Florida Department of Environmental Protection, an agency of the State of Florida.

Section 2.20 **Golf Course**. Any golf course or related facility located on or adjacent to the Property and developed by the Developer or its assignee.

Section 2.21 **Lot**. Each lot, created or hereinafter created by the recording of a plat, located within the Property which is designated by the Developer by recorded covenant or deed restriction or on such plat, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

Section 2.22 **Member**. A member of the Association.

Section 2.23 **Multi-family Improvements**. Any now or hereafter proposed or completed improvements located within the Property intended and designed for use as two or more residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.24 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.25 **Private Amenities**. Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, which are privately owned and



operated by persons other than the Association for recreational and related purposes, on a club membership basis or otherwise, and may include, without limitation, a Golf Course and related facilities, if any, which is so located and all related and supporting facilities and improvements.

Section 2.26 **Property**. The real property described on the attached Exhibit "A" and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.27 **Public Records**. The public records of Bay County, Florida, maintained by the Clerk of the Circuit Court in and for Bay County, Florida.

Section 2.28 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership.

Section 2.29 **Rules and Regulations**. The rules and regulations of the Association, adopted in accordance with this Declaration and the Bylaws.

Section 2.30 **Special Assessments**. A special assessment levied by the Association, applicable only to the fiscal year in which it is levied, and only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of any capital improvement or repair upon or to the Common Areas or for the purpose of defraying known expenses which exceeded or when mature will exceed, the budget prepared and on which the Annual Assessments and Area Assessments were based.

Section 2.31 **Specific Assessments**. An assessment against an Owner's Lot or Building Site for a violation of this Declaration, the Rules and Regulations, or the ARCs.

Section 2.32 **Subassociation**. Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised solely of Owners.

Section 2.33 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

Section 2.34 **Turnover**. The event upon which the Class B membership will terminate and convert automatically to Class A membership (to the extent the Developer then owns Lots).

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot or Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Bay County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Bay County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

Section 3.4 **No Partition.** Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provision of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

**Section 3.5 Condemnation.** The Board may convey in portion of the Common Area in lieu of and under threat of condemnation, upon written approval of voting Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association, as such terms are defined in Article VIII hereof, and of the Developer, as long as the Developer owns any of the Property. If any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of condemnation (as described above), each Owner shall be entitled to written notice within ten (10) days after such event. The award made for such taking shall be payable to the Association to be disbursed to the Association and used for such purposes as the Association may determine.

**Section 3.6 View Impairment.** Nothing in this Declaration or in the ARC shall be interpreted to guarantee or represent that the view from any Lot, any Residential Dwelling Unit, any Building Site, any Multi-Family Improvement or any Commercial Improvement over and across adjacent property will be preserved without impairment. Neither the ARB nor the Developer have to consider line of sight when reviewing applications.

#### **ARTICLE IV** **COMMON AREA RIGHTS**

**Section 4.1 Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to plats, covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

**Section 4.2 Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

4.2.1 The right of the Association, with the consent of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

4.2.2 The right of the Association, with the consent of the Developer, to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

4.2.3 All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the Development Agreement;

4.2.4 The Rules and Regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

4.2.5 The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

4.2.6 Easements, restrictions, agreements and other matters of record.

4.2.7 The right of the Association to suspend any Owner's right to use any Common Area for any period during which any assessment against the Owner's lot remains unpaid, or for a period continuing to not later than the sixtieth (60) day after termination of any violation of this Declaration or the Rules and Regulations promulgated by the Association.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property. For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Bay County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is subsequently designated as such by the Developer pursuant to this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.**

4.4.1 The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property,

or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the ACOE, FDEP, or Bay County, Florida, and in accordance with the Development Agreement. Notwithstanding any provision of this Declaration to the contrary, the CDD and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the FDEP and ACOE. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the FDEP and ACOE. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4 shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

4.4.2 In the event that the CDD shall for any reason fail to maintain the portions of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, or the Surface Water or Stormwater Management System, or any easements reserved or granted in any existing or future plat, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 4.6 **Access by Association.** Agents or other authorized representatives of the Association shall have the right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed or exercise any right granted by this Declaration, or to investigate compliance with or enforce the provisions of this Declaration and the Rules and Regulations. Such right of entry must be exercised in a peaceful and reasonable manner and at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Notwithstanding the foregoing, entry into

any enclosed non-public area of any completed structure upon any Lot may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority conferred by law.

Section 4.7 **Encroachment Easements**. The Developer hereby grants to the Owner of each Lot and Building Site an easement over the Common Areas for minor encroachments of porches, stoops, roof overhangs, balconies, bay windows or other similar improvements; provided (i) that any such encroachment does not extend beyond the boundary line by more than twelve (12) inches, except in the case of second story porches which may extend up to three (3) feet into the Common Areas, and (ii) that such encroachment is consistent with the Rules and Regulations and/or was specifically approved by the Developer.

**ARTICLE V**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot or Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any Annual, Area, Specific and Special Assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 **Purpose of Annual Assessments**. The Annual Assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. To the extent that such maintenance shall not be provided by the CDD, the maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Surface Water or Stormwater Management System as permitted by the FDEP and ACOE, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

Section 5.3 **Calculation and Collection of Assessments.** Annual Assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total Annual Assessment or any Special Assessment shall be based upon the following calculations:

5.3.1 Owners of Lots and Building Sites shall pay a pro rata share of Annual and Special Assessments based upon Assessment Equivalents allocated among the Owners. The total amount of each Special Assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the Special Assessment allocable to each Lot or Building Site.

5.3.2 The share of the total Annual Assessment and any Special Assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

5.3.2.1 The Owners of Lots shall pay Annual and Special Assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

5.3.2.2 Owners of Building Sites shall pay Annual and Special Assessments based upon the Assessment Equivalents designated in the Supplemental Declaration adding such Building Sites to the Property.

5.3.3 The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Bay County, Florida. Annual Assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special Assessments shall be collectable in advance in the manner established by the Board of Directors at the time such Special Assessments are authorized.

Section 5.4 **Area Assessments.** The Board of Directors may establish and levy Area Assessments. The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 5.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

Section 5.5 **Special Assessments.** In addition to the Area Assessments, the Association may levy in any fiscal year a Special Assessment. Any such Special Assessment shall have the approval of at least two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy, at a meeting duly called for that purpose, provided however as follows: (a) no such approval shall be required unless the amount of any such Special Assessment exceeds a sum equal to one half the Annual Assessments payable by such Owners for the year immediately prior to the date of such Special Assessment; (b) Special Assessments for taxes and governmental or quasi-governmental charges or assessments shall not require such approval; and (c) Special Assessment for

needed replacements or repairs to capital improvements shall not require such approval. The Special Assessment shall be allocated based upon the allocations established by Section 5.3 hereof.

Section 5.6 **Specific Assessments.** In addition to Area Assessments and Special Assessments, the Association may levy reasonable fine(s) against the Owner of any Lot(s) from time to time for violations of the covenants and restrictions set forth herein or of the Rules and Regulations by the Owner or the Owner's family, tenants, guests or invitees, and may levy an assessment against the Owner of any Lot to reimburse itself for any costs and expenses incurred by the Association to fulfill the obligations of the Owner under this Declaration. Such fine(s) shall be imposed in accordance with the procedures set forth in Section 8.17 hereof. In the event of a violation of the covenants and restrictions of this Declaration or the Rules and Regulations which continues after ten (10) days written notice to the Owner, each day the violation continues may be considered a separate violation for purposes of assessing fines. Any such fine(s) and assessments, together with any other charges or indebtedness of any Owner to the Association may be assessed by the Association as a specific assessment ("Specific Assessment") against such Owner's Lot(s).

Section 5.7 **Capital Contribution Fee.** Upon the closing of the Developer's sale of each Lot, the purchasing Owner shall pay to the Association a Capital Contribution Fee equal to one quarter (1/4) of the total annual assessment applicable to such Lot for the year in which closing occurs. No part of such Capital Contribution Fee shall be applied, as a credit or otherwise, toward the annual assessment due for such Lot nor shall any portion of such fee be refundable for any reason whatsoever, but such fee shall be applied toward costs incurred by the Association as determined by the Board. The Developer shall be under no obligation to treat any portion of the Capital Contribution Fee as a reserve to be expended only for certain purposes.

Section 5.8 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of Bay County, Florida, a claim of lien stating the description of the Lot or Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings on behalf of the Association. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and



other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 5.9 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.10 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any Annual, Area, or Special Assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots and Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots or Building Sites within the Property.

Section 5.11 **Estoppel Certificate.** No Owner may sell or convey his interest in a Lot or Building Site unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and any other declarations and documents, to any grantee of such Owner.

**ARTICLE VI**  
**UTILITY PROVISIONS**

Section 6.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive, irrigation, or any other purposes shall be permitted on any Lot or Building Site. The Owners will not have access to the irrigation lakes to provide water to any Lot or Building Site without the approval of the Developer.

Section 6.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 6.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, the Association, any unit of local government, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 6.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 6.5 **Utility Easements**. If any plat of all or a portion of the Property reserves to the Developer a utility easement, such easement shall be deemed to be a private easement, and not dedicated to the public or to utility providers generally. The Developer may assign nonexclusive rights to use such utility easements to specific providers of electric, telephone, gas, or other utility providers. Unless the Developer specifically agrees in writing to such a dedication, or as otherwise required by law, an assignment of nonexclusive rights to specific utility providers hereunder shall not be deemed to make such utility easements "dedicated to a compatible use" within the meaning of the Cable Communication Policy Act of 1984. All easements granted by the Developer hereunder shall be interpreted, to the maximum extent possible, to not be "dedicated to a compatible use" within the meaning of the Cable Communication Policy Act of 1984. The Developer shall have the right to adopt rules and regulations governing utility accommodations on such utility easements. The rights of the Developer hereunder may be assigned to the Association.

**ARTICLE VII**  
**THE ASSOCIATION**

Section 7.1 **Membership** Every Owner of a Lot or Building Site shall be a Member. If title to a Lot or Building Site is held by more than one person, each such person is a Member. An Owner of more than one Lot or Building Site is entitled to one membership for each Lot or Building Site owned (subject to Section 7.3 below). Each membership is appurtenant to the Lot or Building Site upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot or Building Site.

Section 7.2 **Voting**. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except the Developer. The Class B member shall be the Developer. Upon termination of Class B membership as provided below, Class A members are all Owners, including the Developer so long as the Developer is an Owner. Subject to the provisions of Section 7.3, all Members, Class A or Class B, are entitled to cast one vote for each Assessment Equivalent attributable to the Lots or Building Sites owned by them; but the Class B member is entitled to appoint a majority of the Board of Directors until the termination of the Class B membership.

Section 7.3 **Co-Ownership**. If more than one person owns an interest in any Lot or Building Site, or if more than one person owns separate portions of a Lot or Building Site, all such persons are Members; but there may be only one vote(s) in the aggregate cast with respect to the Assessment Equivalents attributable to each such Lot or Building Site. Such vote or vote(s) may be exercised as the co-Owners determine among themselves; but no split vote is permitted among co-Owners. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held jointly by a husband and wife, either spouse is entitled to cast the vote for such Lot unless and until the Association is notified by either spouse otherwise in writing. If a Lot or Building Site is held by an entity other than a natural person, the entity shall file with the Secretary of the Association the name of the voting representative of such entity prior to any vote.

Section 7.4 **Director Districts**. The Association shall have the option to (but shall have no obligation to) provide for the election of the Board of Directors in a manner in which some of the Directors are elected by Members residing within particular portions of the Property. If election in this manner is established, at least one Director shall be elected by the Members at large. A scheme of election of the Board by Director Districts must be approved by at least two-thirds (2/3rd) of the votes allocated to all Members.

Section 7.5 **Class B Termination**. Turnover will occur upon the happening of any of the following, whichever occurs first:

7.5.1 Three (3) months after the Developer conveys, other than to a successor developer, all of its right, title and interest in and to ninety percent (90%) of the total of all the existing Lots and Building Sites within the Property and any planned lots and Building Sites in the remaining Property. For purposes of this provision, a Lot shall be considered conveyed when the deed is duly recorded in the public records of Bay County, Florida (the "Public Records").

7.5.2 The Developer records a disclaimer of its Class B membership in the Public Records.

Upon Turnover, all provisions of this Declaration, Articles, or Bylaws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership. However, notwithstanding Turnover, the Developer may, at its option, in place of voting its Class A membership votes for the election of the Board of Directors, appoint one of the Directors to the Board of Directors so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total of all the existing Lots and Building Sites in the Property and any planned lots and Building Sites in the remaining Property. If Directors are being elected for different terms, the Developer shall be entitled to appoint a Director who will sit for the longest term available.

Section 7.6 **Amplification**. The provisions of this Declaration are amplified by the Association's Articles, Bylaws, ARC, and Rules and Regulations; but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Developer intends the provisions of this Declaration on the one hand, and the Articles, Bylaws, ARC, and Rules and Regulations, on the other, be interpreted, construed, applied and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration control over the Articles, Bylaws or Rules and Regulations, and that the provisions of the Articles control over the Bylaws, and the provisions of the Bylaws control over the Rules and Regulations.

Section 7.7 **Indemnification**. The Association shall indemnify every officer, director and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceedings, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, all as more particularly set forth in the Articles.

**ARTICLE VIII**  
**USE RESTRICTIONS AND RIGHTS AND EASEMENTS**  
**RESERVED BY DEVELOPER**

Section 8.1 **Development Agreement**. Due to the integrated nature of the Property and the lands described in the Development Agreement, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the

Developer, would conflict with the terms of the Development Agreement, as the same may be amended from time to time.

Section 8.2 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the Development Agreement, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 8.3 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.4 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.5 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors in interest and title, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.6 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 8.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the FDEP and ACOE.

Section 8.7 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.8 **Developer's Reserved Rights Regarding Easements**. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 8.8, shall be dispositive for all purposes; provided nothing contained in this Section 8.8 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 8.9 **Buffer Areas**. The Owners shall comply with all legal requirements regarding the areas of the Property designated on any plat of any or all of the Property as "Buffer Areas". Without limiting the generality of the foregoing, the Owners shall comply with all statutes, ordinances, regulations, permit conditions, Rules and Regulations, and ARC provisions relating to the Buffer Areas. The Association shall have the right, but not the obligation, to enter onto any Lot or Building Site and remove or correct any violation of the foregoing, and charge the Owner with a Specific Assessment for the cost of such correction.

Section 8.10 **Developer's Rights**.

8.10.1 Any or all of the special rights and obligations of the Developer set forth in this Declaration or the Articles, Bylaws, ARC, or Rules and Regulations may be transferred in whole or in part to any other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Developer has under this Declaration, the Articles, the Bylaws or Rules and Regulations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Public Records.

8.10.2 The Developer and builders authorized by Developer may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Lots, Building Sites, Residential Dwelling Units, Commercial Improvements, or Multi-Family Improvements, including, but not limited to, business offices, signs, model units and sales offices. The Developer and authorized builders shall have easements for access to and use of such facilities.

8.10.3 The Developer and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

8.10.4 No person shall record any declaration of covenants, conditions and restrictions or declaration of condominium or similar instrument affecting any portion of the Property without Developer's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Developer and recorded in the Public Records.

8.10.5 Notwithstanding any contrary provision of this Declaration, no amendment to or modification to this Declaration made after the termination of Class "B" membership shall be effective without prior notice to and the written approval of Developer so long as the Developer owns any portion of the Property that is held primarily for development and sale.

8.10.6 In contemplation of changing conditions and circumstances not present on the Property upon the recording of this Declaration, the Developer retains the unilateral right, as long as it owns any portion of the Property, to change the name of the community and any portions thereof.

8.10.7 Nothing in this Article VIII shall be construed as limiting the rights of the Developer to those specified herein or affecting the rights of the Developer specified elsewhere in this Declaration.

8.10.8 This Article VIII may in no event be amended without the written consent of the Developer. The rights contained in this Article VIII shall terminate upon the earlier of (a) forty (40) years from the date this Declaration is recorded, or (b) upon recording by Developer of a written statement that all sales activity within the Property has ceased.

Section 8.11 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable Rules and Regulations pertaining to the use, operation, enjoyment, maintenance, management, control, and occupancy of all portions of the Property, and the conduct of the Owners, their family, guests, tenants, licenses and invitees, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

Section 8.12 **Central Landscaping Service**. All landscaping of Lots, Building Sites and all other portions of the Property shall be performed only by landscape contractors approved by the Association or the CDD as having been trained to comply with the Association's landscaping standards, including without limitation, the Association's standards for the application of chemical fertilizers, fungicides and pesticides. All owners of Lots and Building Sites shall adhere to and conform to the terms, conditions, and provisions of the Wild Heron Residential Landscape Management Plan as it may be revised from time to time, specifically and without limitation agreeing that no Owner will be permitted to apply pesticide (including insecticide, herbicide, and fungicide)

or fertilizing nutrient or any similar substance to any portion of any Lot or Building Site, but rather that such pesticide and fertilizing nutrient will be supplied and applied by the Association and funded as part of the Association Annual Assessment, unless otherwise agreed to by the Developer.

Section 8.13 **Community Docks**. Docks that are owned by the Association, the CDD or otherwise available for the general use of Owners shall comply in all respects with the requirements of any FDEP or ACOE permits regarding length, roofing, walkways, moorings, and all other matters.

Section 8.14 **Private Docks**. Subject to all rules, regulations and permitting requirements imposed by the State of Florida, private docks may be constructed on Lots which directly abut the mean high water line of Lake Powell. Such docks shall not exceed 500 square feet in area and may not be roofed over. The walkway areas of such docks may not exceed five (5) feet in width and the deck at the terminus of such docks may not exceed 250 square feet.

Section 8.15 **General Restrictions**.

8.15.1 No Lot or Building Site shall be used for any purpose in violation of the Development Agreement, this Declaration, or the Rules and Regulations of the Association.

8.15.2 No activity deemed by the Association to constitute a noxious, offensive or hazardous activity shall be permitted by any Owner on any Lot or Building Site or in the Common Area, nor shall anything be done thereon which in the opinion of the Association constitutes a nuisance or safety hazard to individual Owners or to the community in general. No Owner shall permit or allow anything to be done or kept upon any Lot or Building Site or within the Common Area which constitutes a violation of any applicable law, regulation, or other governmental restriction or requirement.

8.15.3 All utility lines and lead-in wires, including but not limited to cable television lines, electrical lines, telephone lines, and any other telecommunication lines of any kind whatsoever located within the Property, and specifically within any Lot or Building Site, shall be located underground.

8.15.4 Once the sale of a Lot or Building Site has been closed, and until construction of improvements shall be initiated, the Lot or Building Site shall be maintained in a neat and orderly condition and appearance. If, in the reasonable judgment of the Association, the appearance of a sold Lot or Building Site becomes disorderly or overgrown, and the Owner, after reasonable notice, fails to take corrective measures with regard to the Lot or Building Site, the Association may cause the Lot or Building Site to be cleaned up, growth trimmed, etc., at the cost of the Owner, and if the Owner fails to pay the cost of such cleanup within ten (10) days of demand by the Association, the Association shall have the right to treat such unpaid costs as a Specific Assessment upon the Lot.

8.15.5 Lots shall be used for residential purposes only and no business or commercial enterprise shall be carried on upon the Lots; provided, however, if permitted by applicable governmental regulations, no more than one room in a Residential Dwelling Unit may be used as a home office for the Owner, however, no employees, or customers or clients associated with the



business conducted by the Owner may work in or visit the Residential Dwelling Unit in connection with any such business.

8.15.6 Trash, garbage, and other waste shall be kept in closed, sanitary containers which shall be of a type or types approved by the Developer, be kept in clean and sanitary condition and kept in locations approved by the Developer.

8.15.7 No improvements or structures constructed upon the Property will exceed four (4) stories in height except for church spires or flag poles and other similar structures, which may not exceed 75 feet in height. Any underground parking will not be considered a "story" for purposes of this restriction. This height restriction does not otherwise entitle owners to build to a height of four (4) stories, as additional height restrictions are included in the Rules and Regulations. Measurements taken pursuant to this section shall be from finish grade of a Lot or Building Site.

8.15.8 Lots may not be rented. Building Sites may be rented only in accordance with the provisions of any Supplemental Declaration adding such Building Sites to the Property.

8.15.9 No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or Building Site or improvement thereon, except to the extent such a restriction is prohibited by law. The Developer may establish rules that are as stringent as allowed under 47 CFR 1.4000, or other similar provisions of law limiting the authority of the Association to restrict the installation, maintenance, or use of antennas, satellite dishes, or similar equipment. The Developer may adopt rules requiring that an Owner demonstrate that a restriction on the use of such equipment precludes the reception or transmission of an acceptable quality signal, and may charge such fees as are allowed by law.

8.15.10 Solar collection panels shall be permitted upon Lots, Building Sites, and improvements thereon, provided that they be installed by licensed contractors in accordance with applicable building code requirements and in accordance with any specific requirements contained in the ARC or the Rules and Regulations.

8.15.11 No signs of any type whatsoever shall be permitted upon a Lot, including without limitation signs advertising the Lot and/or Residential Dwelling Unit for sale, except a sign of material and size approved by the Association containing the address and/or the Owners' name. No signs of any type whatsoever shall be permitted upon a Building Site, except as provided in a Supplemental Declaration incorporating such Building Site into the Property.

8.15.12 Recepticals for the delivery of mail or newspapers shall be permitted upon Lots and Building Sites only of such dimension and configuration and in such location as are approved by the Developer.

8.15.13 Except as may be approved or used by the Developer during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots and Building Sites within the Property at any time or used at any time as a residence, either temporarily or permanently. Until such time as gas service is available

within the Property, Owners shall be allowed to install and maintain a propane tank (not to exceed a 250 gallon capacity) for household purposes as may be approved by the Developer. Any such equipment shall be completely screened from view. An Owner shall be permitted to place one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means.

8.15.14 No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, if any, for such use and Owners shall be responsible to clean up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. All pets shall be kept on a leash when not in the applicable home or a fenced-in yard, if any. Pets shall also be subject to all applicable Rules and Regulations. 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 annoyance to neighbors.

8.15.15 No commercial vehicles, or campers, mobile homes, motorhomes, house trailers, jetskis or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or commercial vans shall be permitted to be parked or to be stored at any place on the Property, nor in dedicated areas, except in (i) enclosed garages, (ii) spaces for some or all of the above specifically designated by Developer or the Association, if any, and (iii) any ancillary structure constructed on the Owner's Lot that has been approved by the Developer as set forth herein. For purposes of this Section, "commercial vehicles" and "commercial vans" shall mean those which are not designed and used for customary, personal/family purposes or, even if so, those containing attached equipment such as pipe racks, exterior tool boxes (other than in the bed) or the like. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. Non-commercial pick-up trucks, sport utility vehicles and passenger vans (all in good condition) shall be permitted. All Owners are advised to consult with the Association prior to purchasing or bringing onto the Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Property. 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 by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion 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 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.

8.15.16 Owners may drive personal golf carts within the Property only in conformity with the provisions of the Florida Uniform Traffic Control Law applicable to golf carts on County roads. All golf carts brought onto the Property for private use must be previously approved by the Association

8.15.17 No vehicles of any type shall be parked on any portion of a Lot other than its driveway and garage. Parking on public or dedicated road rights of way shall be subject to the regulations, if any, of the CDD rather than those of the Association. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

8.15.18 No clothing, laundry or wash shall be aired or dried on any portion of the Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

8.15.19 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 Developer for energy conservation purposes.

**Section 8.16 Remedies for Violations.**

8.16.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the FDEP shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or FDEP. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

**Section 8.17 Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his

guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

8.17.1 Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

8.17.2 Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

8.17.3 Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

8.17.4 Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

8.17.5 Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

8.17.6 Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

8.17.7 Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

8.17.8 Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 8.18 Association's Performance of Owner's Duties. If an Owner of any Lot or Building Site shall fail to comply with any of its obligations under this Declaration and such failure continues for ten (10) days after written notice of such failure from the Association, the Association, after approval of a majority of the Board, shall have the right, through its agents, employees or

contractors, to enter upon said Lot or Building Site and to perform such acts and pay such amounts necessary to fulfill such obligations and bring the Lot or Building Site and Owner into compliance with this Declaration and all costs and expenses incurred in connection therewith shall be a Specific Assessment against such Lot.

**ARTICLE IX**  
**SUB ASSOCIATIONS**

Section 9.1 **Reservation to Create.** The Developer hereby reserves the right to create separate homeowners and condominium associations to provide governance to separate neighborhoods within the Property.

Section 9.2 **Governance.** If the Developer shall elect to create a sub-association it shall be accomplished by separate declaration of covenants and restrictions, with the association being created by separate articles of incorporation as a not for profit Florida corporation. Membership required in any Subassociation shall not absolve the Owner from the requirements of membership in the Association.

Section 9.3 **Assessments.** Subassociations shall have the power to assess Owners who are members of such associations.

**ARTICLE X**  
**ARCHITECTURAL CONTROL**

Section 10.1 **Architectural Review and Approval.** No clearing, landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, dock, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee, which designee may be the ARB. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation, and as to specific conformance with the ARC which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 10.2 **Architectural Review Board.**

10.2.1 The Developer may choose to enforce certain of its rights hereunder through an ARB.

10.2.2 If the Developer chooses to create an ARB, it shall have three (3) members, each initially selected by the Developer for staggered three (3) year terms. A vote of two (2) members of the ARB shall be binding on the ARB.

10.2.3 Meetings may be held from time to time after reasonable notice to the other members, and may be held telephonically. Members may give a voting proxy to another person, subject to the approval of the Developer. The Developer shall have the right to replace a member of the ARB at any time.

10.2.4 The ARB may exercise such rights as are delegated to it hereunder, and such rights of the Developer as the Developer assigns to the ARB in writing.

10.2.5 The ARB shall not be a entity of the Association until the earlier of (i) 120 days after the Developer shall no longer own any Lot or Building Site or (ii) the Developer transfers control of the ARB to the Association in writing. Upon such event, the ARB shall become a board of the Association, and the Association may replace members of the ARB as their terms expire in accordance with procedures adopted by the Association. At that time, the rules described in subsection (c) hereof shall be replaced by such rules as may be adopted by the Association.

Section 10.3 **Review Procedures.** The Developer shall have without limitations, the following rights with respect to architectural review and approval conducted in accordance with this Article X:

10.3.1 To promulgate, amend, eliminate or replace the ARC applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Wild Heron. Any amendment of the ARC shall not be inconsistent with the provisions of this Declaration. Notice of any amendment to the ARC, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association with fifteen (15) days after approval thereof. The delivery to each member of the Association of notice and a copy of any amendment to the ARC shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the ARC, or any amendment thereto, to be recorded.

10.3.2 To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer may also require submission of samples of building materials proposed for use on any Lot or Building Site, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable ARC.

10.3.3 To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

10.3.4 To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

10.3.5 To require each Owner to deposit a reasonable sum with the ARB to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.

10.3.6 To assign to the ARB or the Association, all or any portion of Developer's rights of architectural review as reserved by this Article X.

10.3.7 To require Owners to contract only with approved builders or contractors for construction of improvements on Lots or Building Sites.

10.3.8 To commence construction of improvements on Lots or Building Sites within the time period subsequent to closing of the sale of the Lot which shall be specified in the ARC.

Section 10.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article X to the Association or the ARB, who upon such assignment shall automatically assume such of the Developer's obligations under this Article X as the Developer may indicate.

Section 10.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VIII, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

## **ARTICLE XI**

### **NOTICE OF PERMIT REQUIREMENTS**

Section 11.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199902613(IP-DH) ISSUED BY THE ACOE AND PERMIT NUMBER 03-0168338-003-DF ISSUED BY THE FDEP (THE "PERMITS"). THE PERMITEES ARE OR WILL BE THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN

ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR FDEP OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE FDEP OR ACOE, AS APPLICABLE.

**ARTICLE XII**  
**PRIVATE AMENITIES**

Section 12.1 **Private Amenities**. Access to and use of any Private Amenity is strictly subject to the rules and procedures of the owner of such Private Amenity, and no person gains any right to enter or to use any Private Amenity by virtue of membership in the Association or ownership of a Lot or Building Site. In addition to the foregoing, the following provisions shall apply to Private Amenities:

12.1.1 All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Developer, the Association, any builder or by any person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the Private Amenities. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity.

12.1.2 The ownership or operation of any Private Amenity may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations by an independent person, (b) establishment of, or conversion of the membership structure to an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity, or (c) the conveyance of



a Private Amenity to one or more affiliates, shareholders, employees or independent contractors of the Developer. No consent of the Association or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, subject to the terms of any written agreements entered into by such owners.

12.1.3 Rights to use a Private Amenity will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

12.1.4 Neither membership in the Association nor ownership or occupancy of a Lot or Building Site shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenity will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Private Amenity. The owner of the Private Amenity shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenity, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

Section 12.2 **View Impairment**. Neither the Developer, the Association, nor the owner or operator of any Private Amenity, guarantees or represents that any view over and across any Private Amenity from Lots or Building Sites adjacent to any Private Amenity will be preserved without impairment. The owner of any Private Amenity, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in his sole and absolute discretion, to add trees and other landscaping to the Private Amenity from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from a Lot or Building Site and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 12.3 **Architectural Control**. Neither the Association, the ARB, the Developer, nor any Subassociation, board or committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Property which is adjacent to, or otherwise in the direct line of sight of, any Private Amenity without giving owner of such Private Amenity at least 15 days' prior written notice of its intent to approve the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of the Private Amenity shall then have fifteen (15) days to submit comments to the appropriate committee or association, stating in detail any objections, which shall take such objections into consideration prior to approving any construction. Nothing in this Section is intended to or shall require the approval of the ARB or the Association or is intended to or shall require the approval of the owner the Private Amenity prior to the approval by the applicable committee or association.

Section 12.4 **Limitations on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenities, no amendment to this Article XII, and no amendment in derogation of any other provisions of this Declaration benefitting any Private Amenity, may be made without the written approval of the owner of the Golf Course. The foregoing shall not apply, however, to amendments made by the Developer.

Section 12.5 **Jurisdiction.** The Association shall have no power to promulgate use restrictions or Rules and Regulations affecting activities on or use of any Private Amenity without the prior written consent of the owners of the Private Amenity.

### **ARTICLE XIII** **MORTGAGEES**

Section 13.1 **Rights of Mortgagees.** Any holder of any first mortgage shall have the following rights:

13.1.1 During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association at the location where they are commonly kept;

13.1.2 Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request;

13.1.3 Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies;

13.1.4 To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon; and

13.1.5 By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, to receive any notice that is required to be given to the Class A members of the Association under any provision of this Declaration, or the Articles or Bylaws.

### **ARTICLE XIV** **DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

Section 14.1 **Resolution of Disputes without Resolution.**

14.1.1 The Developer, the Association, its officers, directors, and committee members, and all persons bound by this Declaration (individually a "Bound Party") shall not file any claim in any court with respect to a Claim described in subsection (b) hereof, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 14.2 in a good faith effort to resolve such Claim.

14.1.2 As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to (i) the interpretation, application, or enforcement of this Declaration, the Articles, the By-Laws, the Rules and Regulations, or the ARC (collectively the "Governing Documents"); or (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents. Unless all parties to the matter otherwise agree to submit the matter to the procedure set forth in Section 14.2, the following shall not be considered "Claims": (v) any suit by the Association to collect assessments or other amounts due from any Owner; (w) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; (x) any suit between Owners, which does not include the Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; (y) any suit in which any indispensable party is not a Bound Party; (z) any suit as to which any applicable statute of limitations would expire within 180 days of giving Notice required by Section 14.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may be reasonably necessary to comply with this Article.

**Section 14.2 Dispute Resolution Procedures.**

14.2.1 Notice. The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim; (ii) the legal basis of the Claim; (iii) the Claimant's proposed resolution or remedy; and (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

14.2.2 Negotiation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent dispute resolution service in the Bay County, Florida, area. If the Claimant does not submit the Claim within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

14.2.3 If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file

suit or to initiate other proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally in all fees charged by the mediator.

14.2.4 **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then the other party may file suit or initiate other proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions), all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 14.3 **Initiation of Litigation by the Association.** In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of 75% of the votes allocated to the Class A Members. This Section shall not apply however to (a) actions brought by the Association to enforce the provisions of Articles V, VI, VIII, X, XI and XIV of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article V; (c) proceedings involving challenges to ad valorem taxation; (d) actions or proceedings initiated prior to Turn Over; (e) actions or proceedings initiated against a contractor, vendor, or supplier of goods or services arising out of an express contract for services or supplies; or (f) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings and provided above.

## **ARTICLE XV** **GENERAL PROVISIONS**

Section 15.1 **Ground Leased Land.** Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 14.1 shall be dispositive.

Section 15.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 15.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the

Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 15.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 15.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding three-fourths (3/4) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the FDEP and ACOE. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Bay County, Florida.

Section 15.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the ACOE Permit. The Developer hereby agreed to assign to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for compliance with the ACOE Permit. Such assignment will take place at or prior to the date one hundred twenty (120) days after the Developer no longer owns any Lots or Building Sites within the Property. The Association shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the ACOE Permit occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 15.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 15.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 15.9 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Bay County, Florida.

Section 15.10 **Use of the Words "Wild Heron", "Greg Norman".** No person shall use the words "Wild Heron" or "Greg Norman" or any derivative or any logo associated therewith in any printed or promotional material without the Developer's prior written consent. However, Owners may use the words "Wild Heron" in printed or promotional matter where such term is used solely to specify that particular property is located within the community and the Association shall be entitled to use the words "Wild Heron" in its name.

Section 15.11 **Notice of Sale of Transfer of Title.** Any Owner desiring to sell or otherwise transfer title to his or her Lot or Building Site shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot or Building Site, including assessment obligations until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

Section 15.12 **Interpretation.** Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; and (iv) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing for a plan for the development, operation and enjoyment of Wild Heron. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce any of the terms or provisions of this Declaration.

Section 15.13 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO

PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

**Section 15.14 Reservation of Easement for Golf Balls and Owner's Acknowledgment.**

(a) Every Lot and Building Site subject of this Declaration is burdened with an easement permitting golf balls to unintentionally come upon the Lot or Building Site and for golfers at reasonable times and in a reasonable manner to come upon exterior portions of any Lot or Building Site to retrieve errant golf balls; provided, however, if any Lot or Building Site is fenced or walled, the golfer shall seek the Owner's permission before entry.

(b) By acceptance of a deed to a Lot or a Building Site, each Owner acknowledges and agrees that by owning a Lot or Building Site contiguous to or near the Golf Course, the Owner assumes risks which include but are not limited to the risk of damage to property or injury to persons and animals from golf balls which travel onto an Owner's Lot or Building Site, the entry by golfers onto an Owner's Lot or Building Site to retrieve golf balls, over-spraying in connection with the watering of roughs, fairways and greens upon the Golf Course, noise from Golf Course maintenance and operation equipment, odors arising from irrigation and fertilization of the turf situated upon the Golf Course and disturbance and loss of privacy resulting from golf cart traffic and golfers upon the Golf Course. Each Owner of a Lot or Building Site hereby expressly assumes such risks and agrees that neither the Developer, the Association, the CDD nor any of their successors, assigns, officers, directors, employees, agents, contractors or sub-contractors, or golfers or persons using the Golf Course (collectively the "Listed Parties"), shall be liable or responsible to any Owner or anyone claiming any loss or damage including without limitation direct or indirect special or consequential loss or damage arising from personal injury including death, destruction of property, trespass, or any other alleged wrong or entitlement to remedy based upon, due to or arising from or otherwise related to the proximity of the Owner's Lot or Building Site to the Golf Course, including but without limitation any claim arising in whole or in part from any negligence of the Developer, its successors or assigns, and each owner hereby releases the listed parties and agrees to hold them harmless of and from any of the above. Further, each Owner agrees that no unpleasant, unsightly or offensive activity shall be carried on by Owners or their guests or invitees, which will interfere with the play on the Golf Course, including but not limited to, the selling or vending of items or engaging in other types of commerce with respect to the Golf Course.

**IN WITNESS WHEREOF**, the Developer has caused this instrument to be executed under seal this 14<sup>th</sup> day of Sept., 2001.

Signed, sealed and delivered  
in the presence of:

**LAKE POWELL LLC**, a Florida limited liability company  
**BY: LP LAND COMPANY**, a Delaware corporation, its Managing Member

M.M. Dzikowski  
Name Printed: M.M. DZIKOWSKI  
Valerie A. Lang  
Name Printed: VALERIE A. LANG

By: H. Vaughan Blaxter, III  
Name: H. Vaughan Blaxter III  
Title: President

COMMONWEALTH OF  
~~STATE OF~~ PENNSYLVANIA }  
COUNTY OF ALLEGHENY }

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 2001, by H. Vaughan Blaxter, III, the President of LP Land Company, a Delaware corporation, the Managing Member of **LAKE POWELL LLC**, a Delaware limited liability company, on behalf of the company.

Deborah L. Kutzavitch  
(Print Name) Deborah L. Kutzavitch  
NOTARY PUBLIC, State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

*Notarial Seal*  
Deborah L. Kutzavitch, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Aug. 27, 2005  
Member, Pennsylvania Association of Notaries



**EXHIBIT "A"**

**DESCRIPTION OF LOTS AI-1 THROUGH AI-6:** COMMENCE AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 01°24'27" WEST ALONG THE WEST LINE OF SAID SECTION 33 FOR 1166.19 FEET TO THE POINT OF BEGINNING. THENCE NORTH 84°26'33" EAST FOR 22.57 FEET; THENCE NORTH 65°01'49" EAST FOR 79.06 FEET; THENCE NORTH 13°10'53" WEST FOR 130.69 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1021.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 41.33 FEET, SAID ARC HAVING A CHORD BEARING NORTH 63°20'53" EAST FOR 41.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 729.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 398.72 FEET, SAID ARC HAVING A CHORD BEARING NORTH 77°51'25" EAST FOR 393.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 271.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 103.01 FEET, SAID ARC HAVING A CHORD BEARING NORTH 82°38'11" EAST FOR 102.39 FEET; THENCE SOUTH 13°10'53" EAST FOR 150.24 FEET; THENCE SOUTH 36°03'44" WEST FOR 64.99 FEET; THENCE SOUTH 89°57'23" WEST FOR 195.90 FEET; THENCE SOUTH 76°20'22" WEST FOR 240.01 FEET; THENCE SOUTH 41°11'21" WEST FOR 100.13 FEET; THENCE SOUTH 01°45'47" EAST FOR 85.41 FEET; THENCE SOUTH 78°49'54" WEST FOR 813.00 FEET; THENCE NORTH 83°47'04" WEST FOR 67.81 FEET; THENCE NORTH 15°19'01" EAST FOR 70.07 FEET; THENCE NORTH 82°09'35" EAST FOR 196.93 FEET; THENCE NORTH 48°07'13" EAST FOR 125.12 FEET; THENCE SOUTH 63°46'52" EAST FOR 125.05 FEET; THENCE NORTH 82°09'35" EAST FOR 47.43 FEET; THENCE NORTH 12°49'20" EAST FOR 236.37 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1021.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 185.07 FEET, SAID ARC HAVING A CHORD BEARING NORTH 78°04'06" EAST FOR 184.82 FEET; THENCE SOUTH 05°15'40" EAST FOR 115.37 FEET; THENCE NORTH 84°26'33" EAST FOR 64.18 FEET TO THE POINT OF BEGINNING, CONTAINING 5.186 ACRES, MORE OR LESS.

**DESCRIPTIONS OF LOTS AI-7 THROUGH AI-16:** COMMENCE AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 01°24'27" WEST ALONG THE WEST LINE OF SAID SECTION 33 FOR 791.41 FEET; THENCE SOUTH 88°21'47" WEST FOR 180.35 FEET; THENCE SOUTH 57°25'12" WEST FOR 58.39 FEET; THENCE SOUTH 79°29'30" WEST FOR 121.42 FEET; THENCE NORTH 83°05'38" WEST FOR 73.42 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 83°05'38" EAST FOR 73.42 FEET; THENCE NORTH 79°29'30" EAST FOR 121.42 FEET; THENCE NORTH 57°25'12" EAST FOR 58.39 FEET; THENCE NORTH 88°21'47" EAST FOR 189.87 FEET; THENCE SOUTH 01°43'55" EAST FOR 184.44 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 979.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 483.81 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 80°04'52" WEST FOR 478.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 371.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 143.25 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 83°10'37" WEST FOR 142.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1021.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 208.40 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 66°16'05" WEST FOR 208.04 FEET; THENCE NORTH 31°13'38" WEST FOR 7.08 FEET; THENCE SOUTH 58°46'22" WEST FOR 60.00 FEET; THENCE SOUTH 31°13'38" EAST FOR 49.13 FEET; THENCE SOUTH 57°21'22" WEST FOR 182.63 FEET; THENCE NORTH 68°34'30" WEST FOR 151 FEET, MORE OR LESS, TO THE EDGE OF LAKE POWELL; THENCE NORTHERLY AND

NORTHEASTERLY ALONG THE EDGE OF SAID LAKE FOR 986 FEET, MORE OR LESS, TO A POINT ON A LINE THAT BEARS NORTH 08°26'35" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 08°26'35" EAST FOR 87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 5.919 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS AI-17 AND AI-18:** COMMENCE AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 01°24'27" WEST ALONG THE WEST LINE OF SAID SECTION 33 FOR 373.70 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 55°27'48" EAST FOR 171.04 FEET; THENCE NORTH 68°37'44" EAST FOR 177.69 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30373.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 21.28 FEET, THE CHORD OF SAID ARC BEARING SOUTH 30°48'48" EAST FOR 21.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 38.22 FEET, THE CHORD OF SAID ARC BEARING SOUTH 12°57'48" WEST FOR 34.61 FEET; THENCE SOUTH 56°45'36" WEST FOR 46.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 287.75 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 52.62 FEET, THE CHORD OF SAID ARC BEARING SOUTH 61°59'56" WEST FOR 52.55 FEET; THENCE NORTH 13°18'52" WEST FOR 8.29 FEET; THENCE SOUTH 76°41'08" WEST FOR 60.00 FEET; THENCE SOUTH 13°18'52" EAST FOR 60.00 FEET; THENCE NORTH 76°41'08" EAST FOR 60.00 FEET; THENCE NORTH 13°18'52" WEST FOR 9.20 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 329.75 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 67.28 FEET, THE CHORD OF SAID ARC BEARING NORTH 62°36'19" EAST FOR 67.17 FEET; THENCE NORTH 56°45'36" EAST FOR 42.52 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 40.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 77°07'25" EAST FOR 36.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 30373.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 15.88 FEET, THE CHORD OF SAID ARC BEARING SOUTH 31°01'19" EAST FOR 15.88 FEET; THENCE SOUTH 58°01'47" WEST FOR 297.45 FEET; THENCE NORTH 62°54'33" WEST FOR 152.31 FEET; THENCE SOUTH 76°46'10" WEST FOR 268.54 FEET; THENCE NORTH 24°18'16" WEST FOR 81.54 FEET; THENCE NORTH 30°11'34" EAST FOR 226.55 FEET; THENCE NORTH 80°39'48" EAST FOR 187.27 FEET; THENCE SOUTH 55°27'48" EAST FOR 13.91 FEET TO THE POINT OF BEGINNING, CONTAINING 2.786 ACRES, MORE OR LESS.

**DESCRIPTION OF LOT AI-19:** COMMENCE AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 88°51'17" EAST ALONG THE NORTH LINE OF SAID SECTION 33 FOR 50.62 FEET; THENCE SOUTH 33°19'52" EAST FOR 34.66 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 33°19'52" EAST FOR 83.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 940.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 51.07 FEET, THE CHORD OF SAID ARC BEARING SOUTH 31°46'29" EAST FOR 51.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30373.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 50.31 FEET, THE CHORD OF SAID ARC BEARING SOUTH 30°15'57" EAST FOR 50.31 FEET; THENCE SOUTH 53°46'22" WEST FOR 113.78 FEET; NORTH 80°47'20" WEST FOR 87.52 FEET; THENCE SOUTH 80°13'03" WEST FOR 51.53 FEET; THENCE NORTH 29°15'40" WEST FOR 94.34 FEET; THENCE NORTH 20°10'31" EAST FOR 63.67 FEET; THENCE SOUTH 79°37'57" EAST FOR 112.56 FEET; THENCE NORTH 22°16'41" EAST FOR 100.32

FEET; THENCE NORTH 56°40'08" EAST FOR 7.39 FEET TO THE POINT OF BEGINNING, CONTAINING 0.779 ACRE, MORE OR LESS.

**DESCRIPTION OF LOTS AI-20 THROUGH AI-24:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 411.61 FEET; THENCE NORTH 01°23'06" EAST FOR 185.50 FEET TO THE POINT OF BEGINNING. THENCE NORTH 78°46'52" WEST FOR 137.96 FEET; THENCE NORTH 29°13'26" WEST FOR 264.46 FEET; THENCE NORTH 39°44'09" WEST FOR 238.72 FEET; THENCE NORTH 55°47'38" WEST FOR 192.87 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 465.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 421.98 FEET, THE CHORD OF SAID ARC BEARING NORTH 84°00'26" EAST FOR 407.65 FEET; THENCE SOUTH 20°00'16" WEST FOR 17.24 FEET; THENCE SOUTH 60°07'42" WEST FOR 60.00 FEET; THENCE SOUTH 29°52'18" EAST FOR 60.00 FEET; THENCE NORTH 60°07'42" EAST FOR 11.14 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 221.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 97.82 FEET, THE CHORD OF SAID ARC BEARING SOUTH 47°56'16" EAST FOR 97.03 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 279.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 129.04 FEET, THE CHORD OF SAID ARC BEARING SOUTH 47°22'08" EAST FOR 127.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 101.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 138.51 FEET, THE CHORD OF SAID ARC BEARING SOUTH 73°24'23" EAST FOR 127.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 34.63 FEET, THE CHORD OF SAID ARC BEARING SOUTH 73°00'45" EAST FOR 31.93 FEET; THENCE SOUTH 33°19'52" EAST FOR 11.01 FEET; THENCE SOUTH 24°51'59" WEST FOR 322.90 FEET TO THE POINT OF BEGINNING, CONTAINING 4.136 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS AI-25 THROUGH AI-39:** COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE NORTH 88°36'54" WEST ALONG THE NORTH LINE OF SAID SECTION 32 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID NORTH LINE FOR 579.64 FEET; THENCE SOUTH 01°29'01" WEST FOR 547.74 FEET TO THE POINT OF BEGINNING. THENCE NORTH 59°30'28" WEST FOR 19.12 FEET; THENCE NORTH 56°58'58" WEST FOR 40.50 FEET; THENCE NORTH 19°31'06" WEST FOR 118.19 FEET; THENCE NORTH 19°32'16" EAST FOR 93.64 FEET; THENCE NORTH 02°20'38" WEST FOR 127.08 FEET; THENCE NORTH 56°52'38" WEST FOR 166.49 FEET; THENCE NORTH 78°43'45" WEST FOR 120.02 FEET; THENCE NORTH 07°36'44" WEST FOR 187.47 FEET; THENCE NORTH 28°44'19" WEST FOR 111.51 FEET; THENCE NORTH 04°32'03" WEST FOR 15.21 FEET; THENCE NORTH 76°47'44" EAST FOR 383.33 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 192.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 33.22 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 22°25'46" WEST FOR 33.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 249.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 361.77 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 14°14'10" EAST FOR 330.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 129.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 92.20 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 35°23'03" EAST FOR 90.25 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 279.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 111.38 FEET,

SAID ARC HAVING A CHORD BEARING SOUTH 03°28'23" EAST FOR 110.64 FEET; THENCE SOUTH 07°57'50" WEST FOR 19.41 FEET; THENCE NORTH 82°02'10" WEST FOR 9.00 FEET; THENCE SOUTH 07°57'50" WEST FOR 60.00 FEET; SOUTH 82°02'10" EAST FOR 60.00 FEET; THENCE NORTH 07°57'50" EAST FOR 60.00 FEET; THENCE NORTH 82°02'10" WEST FOR 9.00 FEET; THENCE NORTH 07°57'50" EAST FOR 19.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 321.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 70.47 FEET, SAID ARC HAVING A CHORD BEARING NORTH 01°40'30" EAST FOR 70.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 42.16 FEET, SAID ARC HAVING A CHORD BEARING NORTH 43°41'49" EAST FOR 37.34 FEET; THENCE SOUTH 87°59'32" EAST FOR 214.48 FEET; THENCE SOUTH 02°00'28" WEST FOR 9.00 FEET; THENCE SOUTH 87°59'32" EAST FOR 60.00 FEET; THENCE NORTH 02°00'28" EAST FOR 60.00 FEET; THENCE NORTH 87°59'32" WEST FOR 60.00 FEET; THENCE SOUTH 02°00'28" WEST FOR 9.00 FEET; THENCE NORTH 87°59'32" WEST FOR 239.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 27.59 FEET, SAID ARC HAVING A CHORD BEARING NORTH 56°22'20" WEST FOR 26.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 171.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 92.84 FEET, SAID ARC HAVING A CHORD BEARING NORTH 40°18'20" WEST FOR 91.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 207.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 300.75 FEET, SAID ARC HAVING A CHORD BEARING NORTH 14°14'10" WEST FOR 274.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 234.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 255.35 FEET, SAID ARC HAVING A CHORD BEARING NORTH 03°52'31" WEST FOR 242.87 FEET; THENCE NORTH 58°26'57" EAST FOR 103.29 FEET; THENCE SOUTH 66°17'11" EAST FOR 207.89 FEET; THENCE SOUTH 00°45'49" WEST FOR 165.42 FEET; THENCE SOUTH 35°11'46" EAST FOR 128.63 FEET; THENCE SOUTH 45°04'19" WEST FOR 150.57 FEET; THENCE SOUTH 52°39'54" EAST FOR 284.13 FEET; THENCE NORTH 16°02'23" EAST FOR 180.04 FEET; THENCE SOUTH 49°57'10" EAST FOR 218.78 FEET; THENCE SOUTH 26°43'15" WEST FOR 323.23 FEET; THENCE SOUTH 32°08'38" WEST FOR 148.07 FEET; THENCE SOUTH 79°29'28" WEST FOR 94.44 FEET; THENCE NORTH 31°10'54" EAST FOR 237.89 FEET; THENCE NORTH 36°32'19" WEST FOR 108.31 FEET; THENCE SOUTH 52°48'10" WEST FOR 259.93 FEET; THENCE SOUTH 03°57'32" EAST FOR 132.51 FEET; THENCE SOUTH 22°50'05" WEST FOR 141.58 FEET; THENCE NORTH 78°32'48" WEST FOR 30 FEET, MORE OR LESS, TO THE EDGE OF LAKE POWELL; THENCE NORTHWESTERLY ALONG THE EDGE OF SAID LAKE FOR 142 FEET, MORE OR LESS, TO A POINT ON A LINE THAT BEARS SOUTH 29°33'11" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 29°33'11" EAST FOR 4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 11.591 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS BI-1 THROUGH BI-9:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 1356.80 FEET; THENCE NORTH 01°29'01" EAST FOR 250.16 FEET TO THE POINT OF BEGINNING. THENCE NORTH 77°00'22" WEST FOR 118.56 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 293.32 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 185.77 FEET, THE CHORD OF SAID ARC BEARING NORTH 16°47'10" WEST FOR 182.68 FEET; THENCE

NORTH 34°55'48" WEST FOR 87.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 271.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 107.64 FEET, THE CHORD OF SAID ARC BEARING NORTH 46°18'30" WEST FOR 106.93 FEET; THENCE NORTH 25°57'27" EAST FOR 10.67 FEET; THENCE NORTH 64°02'33" WEST FOR 9.00 FEET; THENCE NORTH 25°57'27" EAST FOR 22.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 221.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 82.69 FEET, THE CHORD OF SAID ARC BEARING NORTH 15°14'16" EAST FOR 82.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 921.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 423.92 FEET, THE CHORD OF SAID ARC BEARING NORTH 08°40'04" WEST FOR 420.19 FEET; THENCE NORTH 71°51'12" EAST FOR 55.96 FEET; THENCE SOUTH 53°05'54" EAST FOR 218.02 FEET; THENCE SOUTH 06°13'41" WEST FOR 263.28 FEET; THENCE SOUTH 14°57'58" EAST FOR 285.41 FEET; THENCE SOUTH 40°55'14" EAST FOR 61.64 FEET; THENCE SOUTH 01°54'25" WEST FOR 89.73 FEET; THENCE SOUTH 13°21'00" EAST FOR 91.30 FEET TO THE POINT OF BEGINNING, CONTAINING 2.878 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS BI-10 THROUGH BI-21:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 1941.76 FEET; THENCE NORTH 01°29'01" EAST FOR 394.12 FEET TO THE POINT OF BEGINNING. THENCE NORTH 54°46'18" WEST FOR 89.81 FEET; THENCE NORTH 06°04'54" EAST FOR 145.48 FEET; THENCE NORTH 31°37'02" WEST FOR 106.23 FEET; THENCE NORTH 18°40'35" EAST FOR 29.36 FEET; THENCE NORTH 09°26'32" EAST FOR 135.19 FEET; THENCE SOUTH 49°44'18" EAST FOR 126.24 FEET; THENCE SOUTH 07°58'16" EAST FOR 145.35 FEET; THENCE SOUTH 87°09'51" EAST FOR 34.73 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 271.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 76.51 FEET, THE CHORD OF SAID ARC BEARING NORTH 82°52'02" EAST FOR 76.26 FEET; THENCE NORTH 03°49'44" WEST FOR 377.06 FEET; THENCE NORTH 27°21'56" WEST FOR 127.60 FEET; THENCE NORTH 69°47'35" WEST FOR 144.51 FEET; THENCE NORTH 21°59'44" WEST FOR 44.36 FEET; THENCE NORTH 74°59'37" WEST FOR 111.26 FEET; THENCE NORTH 13°44'22" EAST FOR 113.79 FEET; THENCE NORTH 07°49'22" EAST FOR 139.14 FEET; THENCE SOUTH 89°55'21" EAST FOR 67.34 FEET; THENCE SOUTH 52°03'13" EAST FOR 128.98 FEET; THENCE SOUTH 09°35'03" WEST FOR 16.12 FEET; THENCE SOUTH 31°00'00" WEST FOR 60.00 FEET; THENCE SOUTH 59°00'00" EAST FOR 60.00 FEET; THENCE NORTH 31°00'00" EAST FOR 8.06 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 479.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 280.53 FEET, THE CHORD OF SAID ARC BEARING SOUTH 38°37'54" EAST FOR 276.53 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 879.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 404.59 FEET, THE CHORD OF SAID ARC BEARING SOUTH 08°40'04" EAST FOR 401.03 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 179.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.98 FEET, THE CHORD OF SAID ARC BEARING SOUTH 15°14'16" WEST FOR 66.59 FEET; THENCE SOUTH 25°57'27" WEST FOR 22.63 FEET; THENCE NORTH 64°02'33" WEST FOR 9.00 FEET; THENCE SOUTH 25°57'27" WEST FOR 52.97 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 229.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 134.49 FEET, THE CHORD OF SAID ARC BEARING NORTH 88°23'43" WEST FOR 132.57 FEET; THENCE SOUTH 00°43'24" EAST FOR 28.56 FEET;

THENCE SOUTH 16°01'36" WEST FOR 45.93 FEET; THENCE SOUTH 32°13'25" WEST FOR 127.21 FEET TO THE POINT OF BEGINNING, CONTAINING 4.474 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS BI-22 THROUGH BI-28:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 2016.55 FEET; THENCE NORTH 01°29'01" EAST FOR 10.79 FEET TO THE POINT OF BEGINNING. THENCE NORTH 70°04'49" WEST FOR 138.13 FEET; THENCE NORTH 45°23'18" WEST FOR 85.11 FEET; THENCE NORTH 12°30'49" EAST FOR 67.70 FEET; THENCE NORTH 66°42'43" EAST FOR 131.83 FEET; THENCE SOUTH 76°28'30" EAST FOR 334.54 FEET; THENCE NORTH 63°36'00" EAST FOR 127.90 FEET; THENCE SOUTH 84°40'33" EAST FOR 115.66 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 251.32 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 428.71 FEET, THE CHORD OF SAID ARC BEARING SOUTH 63°21'25" WEST FOR 378.59 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 371.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 101.69 FEET, THE CHORD OF SAID ARC BEARING NORTH 75°37'35" WEST FOR 101.37 FEET; THENCE NORTH 04°11'42" EAST FOR 7.13 FEET; THENCE NORTH 85°48'18" WEST FOR 60.00 FEET; THENCE SOUTH 04°11'42" WEST FOR 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.308 ACRES, MORE OR LESS.

**DESCRIPTION OF LOT BI-29:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 1450.31 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 660.00 FEET FOR THE POINT OF BEGINNING. THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.26 FEET, THE CHORD OF SAID ARC BEARING SOUTH 52°36'51" WEST FOR 10.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 57.67 FEET, THE CHORD OF SAID ARC BEARING NORTH 79°44'18" WEST FOR 51.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 418.75 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 50.21 FEET, THE CHORD OF SAID ARC BEARING NORTH 35°58'15" WEST FOR 50.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 49.13 FEET, THE CHORD OF SAID ARC BEARING NORTH 00°48'38" EAST FOR 45.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 293.32 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 120.44 FEET, THE CHORD OF SAID ARC BEARING NORTH 29°15'52" EAST FOR 119.59 FEET; THENCE SOUTH 59°36'24" EAST FOR 163.96 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1440.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 25.23 FEET, THE CHORD OF SAID ARC BEARING SOUTH 41°10'39" WEST FOR 25.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 660.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 132.40 FEET, THE CHORD OF SAID ARC BEARING SOUTH 46°25'20" WEST FOR 132.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.540 ACRE, MORE OR LESS.

**DESCRIPTION OF LOTS BI-30 THROUGH BI-38:** COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE NORTH LINE OF SAID SECTION 32 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID NORTH LINE FOR 1364.26 FEET; THENCE SOUTH 01°29'01" WEST FOR 58.03 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 40°04'42" EAST FOR 88.24 FEET; THENCE SOUTH 06°15'31" EAST FOR 180.74 FEET; THENCE SOUTH 27°10'39" EAST FOR 296.13 FEET; THENCE SOUTH 67°49'18" WEST FOR 231.97 FEET; THENCE NORTH 24°05'12" EAST FOR 52.39 FEET; THENCE NORTH 39°45'14" WEST FOR 51.90 FEET; THENCE SOUTH 83°00'03" WEST FOR 445.93 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 279.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 152.95 FEET, THE CHORD OF SAID ARC BEARING NORTH 27°07'28" EAST FOR 151.04 FEET; THENCE SOUTH 47°10'13" EAST FOR 9.35 FEET; THENCE NORTH 48°08'46" EAST FOR 60.00 FEET; THENCE NORTH 34°25'25" WEST FOR 6.23 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 277.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 97.61 FEET, THE CHORD OF SAID ARC BEARING NORTH 65°40'16" EAST FOR 97.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 234.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 89.13 FEET, THE CHORD OF SAID ARC BEARING NORTH 64°51'13" EAST FOR 88.59 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 37.42 FEET, THE CHORD OF SAID ARC BEARING SOUTH 83°10'49" EAST FOR 34.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1021.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 65.33 FEET, THE CHORD OF SAID ARC BEARING SOUTH 42°08'07" EAST FOR 65.32 FEET; THENCE SOUTH 44°13'24" WEST FOR 10.54 FEET; THENCE SOUTH 45°46'36" EAST FOR 60.00 FEET; THENCE NORTH 44°13'24" EAST FOR 60.00 FEET; THENCE NORTH 45°46'36" WEST FOR 60.00 FEET; THENCE SOUTH 44°13'24" WEST FOR 7.44 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 979.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 71.32 FEET, THE CHORD OF SAID ARC BEARING NORTH 41°48'13" WEST FOR 71.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 31.88 FEET, THE CHORD OF SAID ARC BEARING NORTH 03°10'53" WEST FOR 29.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 234.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 183.32 FEET, THE CHORD OF SAID ARC BEARING NORTH 10°54'38" EAST FOR 178.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 29.68 FEET, THE CHORD OF SAID ARC BEARING NORTH 22°28'30" EAST FOR 27.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 760.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 87.03 FEET, THE CHORD OF SAID ARC BEARING NORTH 53°12'08" EAST FOR 86.98 FEET TO THE POINT OF BEGINNING, CONTAINING 3.645 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS BI-39 THROUGH BI-46:** COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE NORTH LINE OF SAID SECTION 32 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID NORTH LINE FOR 2069.84 FEET; THENCE SOUTH 01°29'01" WEST FOR 553.61 FEET; THENCE SOUTH 01°36'52" WEST FOR 256.46 FEET TO THE

POINT OF BEGINNING. THENCE NORTH 23°32'35" EAST FOR 145.21 FEET; THENCE SOUTH 85°31'06" EAST FOR 163.00 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 321.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 178.57 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 14°42'04" EAST FOR 176.27 FEET; THENCE SOUTH 54°00'00" WEST FOR 10.40 FEET; THENCE SOUTH 36°00'00" EAST FOR 60.00 FEET; THENCE NORTH 54°00'00" EAST FOR 60.00 FEET; THENCE NORTH 36°00'00" WEST FOR 60.00 FEET; THENCE SOUTH 54°00'00" WEST FOR 7.38 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 279.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 187.25 FEET, SAID ARC HAVING A CHORD BEARING NORTH 10°36'02" WEST FOR 183.75 FEET; THENCE SOUTH 69°47'33" EAST FOR 190.97 FEET; THENCE SOUTH 31°16'28" EAST FOR 178.02 FEET; THENCE SOUTH 42°14'02" WEST FOR 325.68 FEET; THENCE NORTH 79°48'29" WEST FOR 187.56 FEET; THENCE NORTH 29°57'12" EAST FOR 142.22 FEET; THENCE NORTH 54°13'15" WEST FOR 252.33 FEET TO THE POINT OF BEGINNING, CONTAINING 3.122 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS BI-47 THROUGH BI-49:** COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE NORTH LINE OF SAID SECTION 32 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID NORTH LINE FOR 2069.84 FEET; THENCE SOUTH 01°29'01" WEST FOR 553.61 FEET TO THE POINT OF BEGINNING. THENCE NORTH 35°26'00" EAST FOR 100.52 FEET; THENCE NORTH 14°17'26" WEST FOR 165.92 FEET; THENCE NORTH 14°32'00" EAST FOR 82.95 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 760.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 82.57 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 78°34'44" EAST FOR 82.53 FEET; THENCE SOUTH 52°06'50" EAST FOR 159.43 FEET; THENCE SOUTH 38°42'22" WEST FOR 60.00 FEET; THENCE SOUTH 51°17'38" EAST FOR 60.00 FEET; THENCE NORTH 38°42'22" EAST FOR 7.80 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 779.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 42.99 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 46°11'37" EAST FOR 42.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 37.27 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 01°54'31" EAST FOR 33.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 321.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 144.81 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 27°52'19" WEST FOR 143.59 FEET; THENCE NORTH 37°44'15" WEST FOR 128.44 FEET; THENCE SOUTH 74°04'56" WEST FOR 151.25 FEET TO THE POINT OF BEGINNING , CONTAINING 1.386 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS CI-1 THROUGH CI-5:** COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 88°51'17" EAST ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 200.40 FEET TO THE SOUTHWESTERLY LINE OF A 100-FOOT WIDE GULF POWER COMPANY RIGHT OF WAY; THENCE NORTH 29°38'46" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 1816.94 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 19°00'43" WEST FOR 86.58 FEET; THENCE NORTH 82°19'44" WEST FOR 163.46 FEET; THENCE SOUTH 73°53'33" WEST FOR 153.17; THENCE NORTH 16°36'07" WEST FOR 68.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 109.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 185.36 FEET, SAID ARC HAVING A CHORD BEARING NORTH 32°06'55" EAST FOR 163.82 FEET; THENCE SOUTH 01°16'54" EAST FOR



10.64 FEET; THENCE NORTH 88°43'06" EAST FOR 60.00 FEET; THENCE NORTH 01°16'54" WEST FOR 60.00 FEET; THENCE SOUTH 82°19'21" EAST FOR 135.80 FEET TO SAID SOUTHWESTERLY LINE OF THE GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 29°38'46" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 154.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1.438 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS CI-8 THROUGH CI-11:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 713.73 FEET; THENCE NORTH 01°29'01" EAST FOR 1049.76 FEET TO THE POINT OF BEGINNING. THENCE NORTH 51°04'23" WEST FOR 162.49 FEET; THENCE NORTH 26°21'47" EAST FOR 28.08 FEET; THENCE NORTH 28°27'28" EAST FOR 251.00 FEET; THENCE NORTH 30°17'13" EAST FOR 199.04 FEET; THENCE SOUTH 78°52'56" EAST FOR 13.16 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 151.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 73.05 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 02°44'31" EAST FOR 72.34 FEET; THENCE SOUTH 16°36'07" EAST FOR 165.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 149.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 169.86 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 16°03'23" WEST FOR 160.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1021.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 181.93 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 43°36'36" WEST FOR 181.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1.767 ACRES, MORE OR LESS.

**DESCRIPTION OF LOTS CI-12 AND CI-13:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 274.08 FEET; THENCE NORTH 01°29'01" EAST FOR 1047.34 FEET TO THE POINT OF BEGINNING. THENCE NORTH 80°32'51" WEST FOR 107.53 FEET; THENCE NORTH 25°18'59" WEST FOR 30.01 FEET; THENCE NORTH 49°44'26" WEST FOR 24.38 FEET; THENCE NORTH 67°12'34" WEST FOR 34.57 FEET; THENCE SOUTH 49°49'29" WEST FOR 61.66 FEET; THENCE NORTH 41°17'08" WEST FOR 50.97 FEET; THENCE NORTH 77°42'50" WEST FOR 67.34 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 979.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 40.00 FEET, SAID ARC HAVING A CHORD BEARING NORTH 47°32'39" EAST FOR 40.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 191.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 197.57 FEET, SAID ARC HAVING A CHORD BEARING NORTH 19°04'51" EAST FOR 188.88 FEET; THENCE SOUTH 40°51'27" EAST FOR 280.60 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 506.93 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 90.12 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 27°10'41" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.785 ACRE, MORE OR LESS.

**DESCRIPTION OF LOTS CI-14 THROUGH CI-17:** COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 88°36'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 531.66 FEET TO A GENERAL LAND OFFICE MONUMENT; THENCE NORTH 88°30'59" WEST ALONG SAID SOUTH LINE FOR 887.61 FEET; THENCE NORTH 01°29'01" EAST FOR 483.39 FEET TO THE POINT OF BEGINNING. THENCE NORTH 37°49'06" WEST

FOR 100.77 FEET; THENCE NORTH 04°43'25" EAST FOR 275.09 FEET; THENCE NORTH 60°33'02" EAST FOR 161.38 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 271.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 295.59 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 02°42'04" EAST FOR 281.15 FEET; THENCE SOUTH 33°56'55" EAST FOR 27.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 36.64 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 08°02'00" WEST FOR 33.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1760.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 158.11 FEET, SAID ARC HAVING A CHORD BEARING SOUTH 52°35'20" WEST FOR 158.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.150 ACRES, MORE OR LESS.

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HAROLD BAZZEL, CLERK