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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SURF CLUB II & III POOL & SPA ASSOCIATION

This Declaration of Covenants Conditions and Restrictions for Surf Club II & III Pool and Spa is made this 13th day of December, 2002, by and between Palm Coast Blue Water International Corporation and Blue Water International II Corporation, the fee simple owners of the land described in Exhibits "A" and "C" attached hereto and (referred to collectively as "Declarants").

WITNESSETH

The Declarants are fee simple owners of the land described on Exhibit A attached hereto and incorporated herein by reference or executes this declaration. Declarants intend by this Declaration to impose upon the Exhibit A property a plan for residential pool and spa facilities for the benefit of all owners of Surf Club II and Surf III Condominium units as described on the descriptions contained in Exhibit A for the administration, maintenance, preservation, use, enjoyment of such properties.

Therefore, Declarants hereby declare that all of the properties described in Exhibit A be subjected to the Declaration and shall be held, sold, and conveyed subject to the following easements, reservations, covenants and conditions, which shall run with the land and real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors in title and assigns, shall inure to the benefit of each owner thereof.

Article I
Definitions

"Residential facility" shall mean the area, pool, pool decks, spa, rest rooms, utility rooms, and other facilities contained in the Surf Club II & III Pool & Spa facility located within the real property described on Exhibit "B" and incorporated by reference herein.

"Association" shall mean Surf Club II & III Pool & Spa Association, Inc. a non-profit Florida corporation, its successors and assigns. This Association is not a condominium association.

"Board of Directors" or "Board" shall mean the elected body of the Association having its authority under the Articles of Incorporation, Bylaws and Florida law as described in Exhibit "D" and Exhibit "E" attached hereto..

"Unit Owners" shall mean all unit owners in the condominiums of Surf Club II and Surf Club III constructed on the real property described on Exhibit A.

"Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of its members.

"Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and its property including any reasonable reserves all as may be imposed hereunder and found to be necessary and appropriate by the Board pursuant to the Declaration, Bylaws, and Articles of Incorporation.

"Condominium Unit" or "Unit" shall mean a condominium unit, apartment, or dwelling as defined in the condominium act as it pertains to Surf Club II and Surf Club III Condominiums.

"Member" shall mean and refer to the person entitled to membership in the Association as provided herein.

"Owner" shall mean and refer to the record owner whether one or more persons of any unit in Surf Club II and Surf Club III Condominium.

Article II
Property Rights

Section 1. General. Every member and owner shall have a right and easement of enjoyment in and to these portions of the common areas for which that owner pays assessments to maintain according to the restrictions, limitations and provisions contained in this Declaration and any deed conveying such property to the Association. Such right and easement may be delegated to members of one family, tenants and invitees subject to such regulations or provisions as may be adopted by the Board. This right and easement of enjoyment shall be appurtenant to and shall pass with the title to every unit, subject to the following reservations, rights and provisions.

(a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as my be made a part of the Properties against said Owner's property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, or (2) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of Declarants, any Owner, any other persons, or the holder of any mortgage or deed of trust, irrespective of when executed, given by Declarants or any Owner encumbering any Lot, Residential Unit, or other property located within said properties.

(c) the easement right of Declarants and its successors and assigns to enter and travel upon, over, and across the Common Area for the purpose of construction, completion and repair of the improvement within the Properties and for all reasonable purposes to further assist and enhance the marketing of properties, Parcels, Residential Units and Commercial Units located or to be located on the Properties;

(d) the right of the Association to charge reasonable admission fees and other fees, including tenant registration fees, for use of any recreational facilities as may be located on the Common Area. Every Owner shall have the right of ingress and egress over, upon, and across the Common Area necessary for access to the Owner's Unit and shall have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. Use of Common Area. Other than for the right of ingress and egress, the Owners, are hereby prohibited and restricted from using any of the Common Area, except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplementary Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation no Owner shall park any vehicle on a Common Area (except locations designated by the Board), no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be done upon the Common Area, except as are installed by Declarants in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 3. Acknowledgment of Rights of Use. Each owner, and Member of the Association, by acceptance of a conveyance to its unit, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through and over the Common Area.

Section 4. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarants or Declarants' successors or assigns.

Section 5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, or licenses existing in Declarants, its successors and assigns, or invitees or guests of Declarants. Furthermore, no rule or regulations and amendments thereto shall be furnished by the Association to all Owners. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulations, rule, or requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines may be collected by lien and foreclosure, as provided in Article IX, Section 6 hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Unit) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 6. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarants to maintain and carry on upon such portion of the Properties as the Declarants may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarants may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model homes, and sales offices, so long as construction on or original offering for sale or all or any portion of the Properties including Residential Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarants as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area.

Section 7. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any persona acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors form acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 8. Easements for Utilities, Etc. The Declarants hereby reserve the power during the Declarant Control Period to grant blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, controlled access, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, cable television, and electricity. The Board shall, upon written request of the Declarants grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A". Declarants reserves for Declarants the easements and rights-of-way as shown on any plan of any of the Properties for the purpose of constructing, maintaining, and repairing a system or systems of controlled access, signage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television, or any other utility Declarants determine to install in, across, and/or under the Properties; provided, however, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. The Declarants or any utility company using the easements referred to in this Declaration shall not be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, improvements, or any other property of the Owner situated on the property covered by said easements.

Section 9. Assignment of Declarants Rights. Declarants may assign its rights as Declarants to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property for the purpose of development and sale.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is an Owner of a Unit that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance or an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. No Owner, whether one or more Persons shall have more than one membership per Unit owned. Use rights for multiple Owners shall be as authorized and regulated by the Board. In the event the Owner of a Unit is mor than one Person, voting and rights of membership shall be exercised by the Persons holding such membership interest as those Persons shall agree among themselves, except that the rights and privileges of membership appurtenant to a Unit owned by a Person consisting of a husband and wife holding title as tenants by the entirety may be exercised by either spouse. In any case where multiple Persons hold the membership for a particular Unit, the Persons hold such membership shall designate, in a written instrument to the Secretary of the Board the individual authorized to exercise the rights and vote of the membership held by the several Persons making such designation. Failure to make such a designation or any attempt on the part of more than one individual to exercise the vote or other membership rights

appurtenant to a Unit shall result in the suspension of such membership rights and voting right for such Unit until an appropriate designation is made. The membership rights of a Unit owned by a corporation, partnership or other Person except for an individual or group of individuals shall be exercised by the individual designated by the Owner in a written instrument to the Secretary of the Board. Failure to make such a designation, or any attempt to exercise the rights of membership or vote of a particular Unit so owned, by more than one individual purporting to act on behalf of the Owner shall result in the suspension of the membership rights including the voting right of such unit.

Section 3. Voting. The Association membership is as follows:

Members shall be entitled to one equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof. There shall be only one vote per Unit. Unless otherwise specified in this Declaration, the Articles or the Bylaws, the vote for each Unit shall be exercised by the Member.

Article IV
Association Powers and Responsibilities

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the terms and conditions of the Development Order as that document is made applicable to the Association by this Declaration. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to mange its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity which whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of the Declaration. The Declarants and Association may, but shall not be required to, arrange, as an Association expense, with others to furnish trash collection, controlled assess, cable television, and other common services to each Parcel, Residential Unit, or Commercial Unit within. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 4. Power to Assess. The Association shall have the right and power, as mor particularly set forth in this Declaration, to fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to int expressly by this Declaration, the Bylaws, or its Articles of Incorporation and every other right or privilege given to it herein or otherwise available to a corporation not for profit under Florida law.

Article V
Maintenance

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of:

1. Landscaping on common areas.

2. All potable water lines and associated property owned by or dedicated to the Association, whether located on Common Area or not.

3. All wastewater treatment plants, percolation ponds, collector lines, lift stations and associated property for the collection and treatment of wastewater on the property owned by or dedicated to the Association, whether located on Common Area or not.

4. All recreational facilities of whatever nature, including without limitation, beach clubs, recreation center, beach walkovers, pools, spas, bicycle paths, foot paths all as may be from time to time constructed by Declarants on any Common Area.

5. All storm water and surface water management lakes (including the littoral zones and slopes) wiers, culverts and associated structures.

6. All other utility lines owned by the Association, whether located on Common Areas or not.

In the event the Board of Directors of the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, Owner's family, occupants, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the the notice shall set forth with reasonable particularity the maintenance, repair, owners cost or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to complete the required maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. In the event of an emergency situation, the Association need not send the notice to Owners referred to herein. If any Owner does not comply with the provisions hereof, or if there is an emergency situation, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Unit of such Owner.

Article VI
Insurance and Casualty or Liability Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas or Association owned property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazzard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. The public liability policy shall have at least $100,000.00 combined single limit coverage, so long as such coverage is reasonably available. If such coverage ceases to be reasonably available, the Association shall carry the next closest equivalent to such coverage that is available. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the Common Expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the replacement cost.

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

(a) All policies shall be written with a company licenses to do business in Florida and holding a rating of A or better in the Financial Category as established by A.M. Best Company, Inc. if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area or other Association property shall be for the benefit of the Owners and their mortgagees, as their interest may appear.

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

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

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

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

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

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

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

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

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

(vi) no material change or cancellation of coverage without thirty day's prior written notice.

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

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2 (a) hereof.

Section 3. Damage and Destruction.

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

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

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

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Article IX
Assessments

Section 1. Creation of Classes of Assessments. The following assessments are hereby created for the common expenses of the Associations as may be from time to time specifically authorized by the Board of Directors:

(a) General Assessments. General Assessments shall be levied against all Units subject to this Declaration and shall be used to pay expenses determined by the Board for the benefit of the Association, its members, and the Properties as whole, including, by not limited to operation, maintenance and insurance of all facilities used to provide wastewater treatment service to the Property as a whole and expenses otherwise incurred by the Association with its rights, powers and privileges. The General Assessment rate levied against and payable by a particular Unit shall be determined by dividing the total General Assessment expenses for the Association by the total number of Units.

Section 2. Commencement of Assessments. Each Unit shall begin paying its Assessments commencing with the first day of the calendar month following the day a certificate of occupancy is issued by the local building official for the Association Facility.

Section 3. Assessment Records, Inspection. The Board of Directors of the Association shall prepare a roster of the Assessments applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or member's mortgagee with a written statement of the unpaid charges due from such Member.

Section 4. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit, by acceptance of a deed or contract for deed, whether or not it shall be so expressed such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) annual assessments or charges applicable to a given Unit;

(b) special assessments, such assessments to be established and collected as hereinafter provided; and

(c) specific assessments against any Unit which is established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article IV, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, all as provided herein. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment or delinquents. The assessments shall be paid monthly, in advance, unless otherwise provided by a two-thirds (2/3rds) majority of the Board of Directors.

In the event that the required vote disapproves the proposed budget or the Board fails, for any reason, to determine the budget or a portion thereof for the succeeding year, then and until such time as a budget or portion of a budget shall have been determined, as provided herein, the budget and assessments in effect for the current year shall continue for the succeeding year.

Despite anything also contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without a vote of or consideration by the Members, so long as the proposed assessment does not

exceed the previous year's budget by more than fifteen percent (15%).

All votes eligible to be cast pursuant to this Section shall be cast by the Member.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a Special Assessment in any year. The Board, by majority vote, may impose any special assessment or assessments up to a total of $10,000 per year without a vote by the Members or Officers otherwise entitled to vote to disapprove the annual assessment budget for the Property or Parcel as the case may be. Any special assessment beyond the $10,000 per year limit shall require approval by Voting Members representing 66% of the Class A votes of Members subject to such assessment and the Class B member, if any.

Section 6. Lien for Assessments. To secure the payment of the Assessments established hereby and to be levied on the Units, there shall be and is hereby reserved a Lien for the benefit of the Association. This Lien shall be enforceable through appropriate proceedings at law by such beneficiary. Each such Lien shall, however, be secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Unit to secure the payment of monies advanced or to be advanced on account of the purchase price (Purchase Money Mortgage) and/or the construction (construction mortgage) of improvements on any such Unit to the extent any such assessments charge has accrued and been unpaid but not recorded in the Public Records of Flagler County, Florida prior to foreclosures of any Liens arising from Purchase Money or Construction Mortgages. As a condition precedent to any proceeding to enforce such Lien upon any Unit upon which there is an outstanding valid and subsisting recorded first mortgage of which the Association has been informed of by written notice given by the holder thereof, together with a copy of the recorded mortgage instrument, the Association shall give the holder of such recorded first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Unit covered by such first mortgage lien to the holder thereof. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee. Suit to recover a money judgment for unpaid Assessments for Common Expenses, costs and attorney's fees shall be maintainable in a suit at law against the Owner of the Unit responsible for that Assessment without foreclosing or waiving the lien securing the same.

Section 7. Effect of Nonpayment of Assessments: Additional Maintenance Fee. Any Assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur an additional maintenance fee in an amount as the Board may determine from time to time, but not to exceed Ten ($10.00) Dollars or ten percent (10%) of the initial assessment amount owed, whichever is greater.

Article XII
Use Restrictions

The Properties shall be used only for recreational, and related purposes.

Section 1. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted, or maintained on any portion of the Property without the express prior written consent of the Board of Directors. This provision shall not apply to any sign or advertising devise maintained or erected by Declarants part of the Declarants sales of Units on the Property.

Section 2. Storage and Disposal of Garbage and Refuse. Subject to Declarants' reserved rights, no property shall be used or maintained as a dumping groung for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Unit shall be used for the open storage or any materials, whatsoever, which storage is visible for the street.

Section 3. Occupants Bound. All provisions of this Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of his or her Unit to comply with the Declaration, Articles, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Unit are fully liable and may be sanctioned by any violation of the Declaration, Articles, Bylaws and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry or any kind shall be kept on any portion of the Properties.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity or the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause harassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious,

dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Article XV
General Provisions

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a term of forty (40) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within sixty (6) days before commencement of any such ten (10) years period, these covenants are extinguished by a written instrument executed by the Members holding at least seventy-five percent (75%) of the total votes attributable to all Units in the Property and, if existing, the approval of the Declarants and such instrument is recorded. Notwithstanding anything herein to the contrary, the Association shall not be dissolved nor these Covenants extinguished until such time as adequate steps have been taken by the Association to ensure the continued operation and maintenance of the Common Areas in full compliance with all applicable laws, rules and regulations.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarants may unilaterally amend this Declaration. After such conveyance, the Declarants may amend this Declaration so long as it still owns property described in Exhibit "A" for development as part of the Properties, and so long as the amendment has no material adverse effect upon any right of any Owner. No amendment required by any state agency will be deemed material. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the votes held by Members other than the Declarants. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Flagler County, Florida. If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege or Declarants without the written consent of Declarants or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien or any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Indemnification. The Association shall indemnify every office and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way ful, void, or voidable for violation of the rule against perpetuities.

Section 5. Reservation From Unit Conveyance. It is expressly agreed and understood that the title conveyed by Declarants to any Unit or within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarants or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 6. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any subdivision plat or are incorporated herein and made a part hereof as if fully set forth herein and shall be constructed as being adopted in each and every contract, deed, or conveyance executed or to be executed or to be executed by or on behalf of Declarants and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

Witnesses:

DECLARANTS:

PALM COAST BLUE WATER INTERNATIONAL CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of December, 2002, by William Harkins, Palm Coast Blue Water International Corporation, on behalf of the Company. William is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

BLUE WATER INTERNATIONAL II CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of December, 2002, by William Harkins, Blue Water International II Corporation, on behalf of the Company. William is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

F:\Michele\Condominium\Surf Club Amendments pool & spa.wpd

PLAT OF BOUNDARY SURVEY OF :

PARCEL #2 (PARCEL 6-A AND PART OF PARCEL 6-B MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 41° 23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 60.85 FEET, THENCE NORTH 69°38'32" EAST A DISTANCE OF 55.09 FEET, THENCE SOUTH 20°21'28" EAST A DISTANCE OF 437.78 FEET TO A POINT ON A CURVE, THENCE SOUTHERLY 604.66 FEET ALONG A CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 12°18'29", A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 14° 12'13" EAST AND A CHORD DISTANCE OF 603.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID STATE ROAD A-1-A RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 335.72 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 1.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 35°57'32" EAST 91.00 FEET, THENCE SOUTH 58°44'28" EAST A DISTANCE OF 42.43 FEET, THENCE NORTH 69°45'59" EAST A DISTANCE OF 40.40 FEET, THENCE NORTH 20°21'28" WEST A DISTANCE OF 167.58 FEET, THENCE SOUTH 69°38'32" WEST A DISTANCE OF 55.09 FEET, THENCE SOUTH 17°25'35" WEST 58.96 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

Exhibit "A"

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65° 21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

POOL SITE (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 123.49 FEET, THENCE SOUTH 58°44'28" EAST 42.43 FEET, THENCE NORTH 69°45'59" EAST 40.40 FEET, THENCE NORTH 20°21'28" WEST 242.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

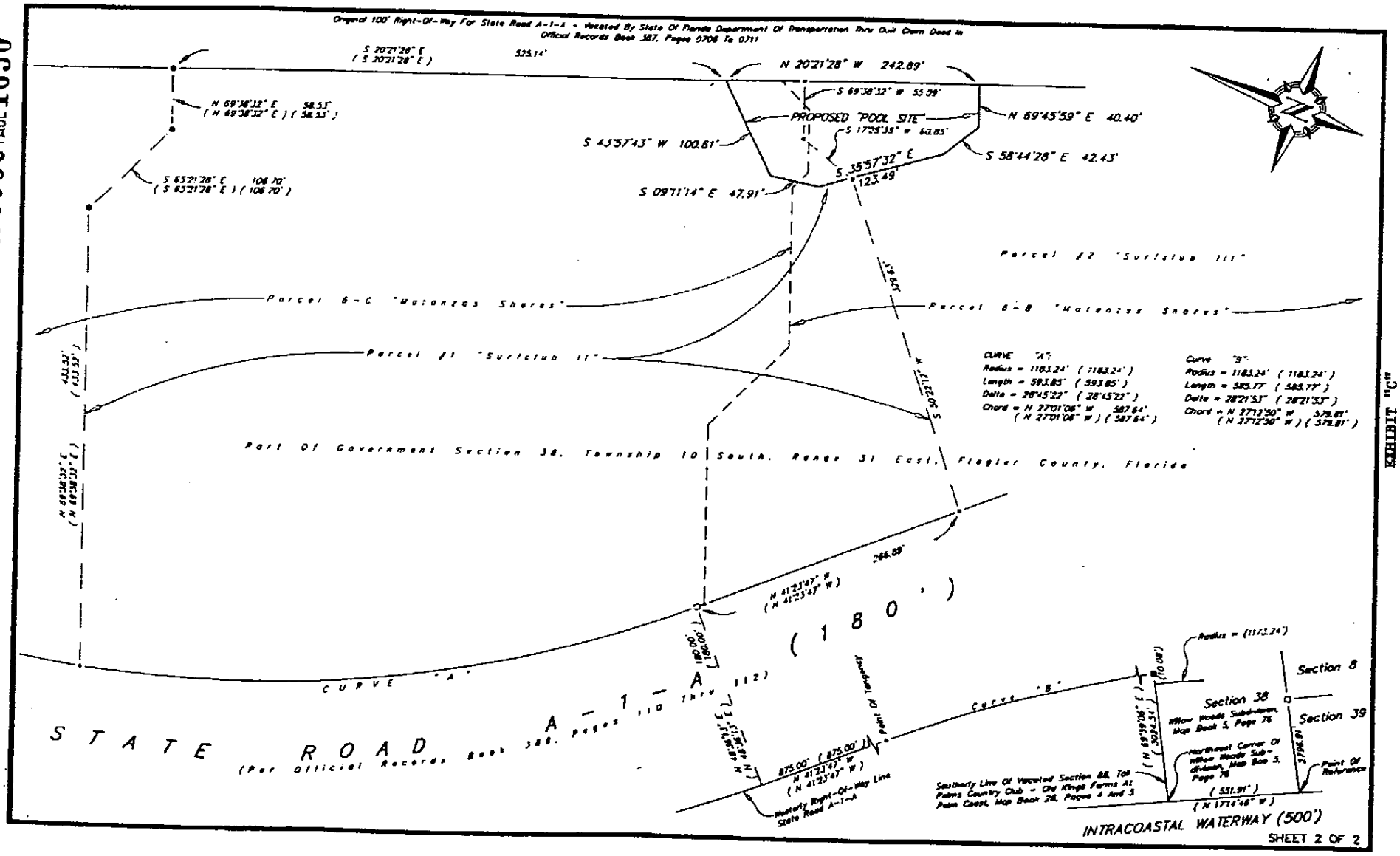
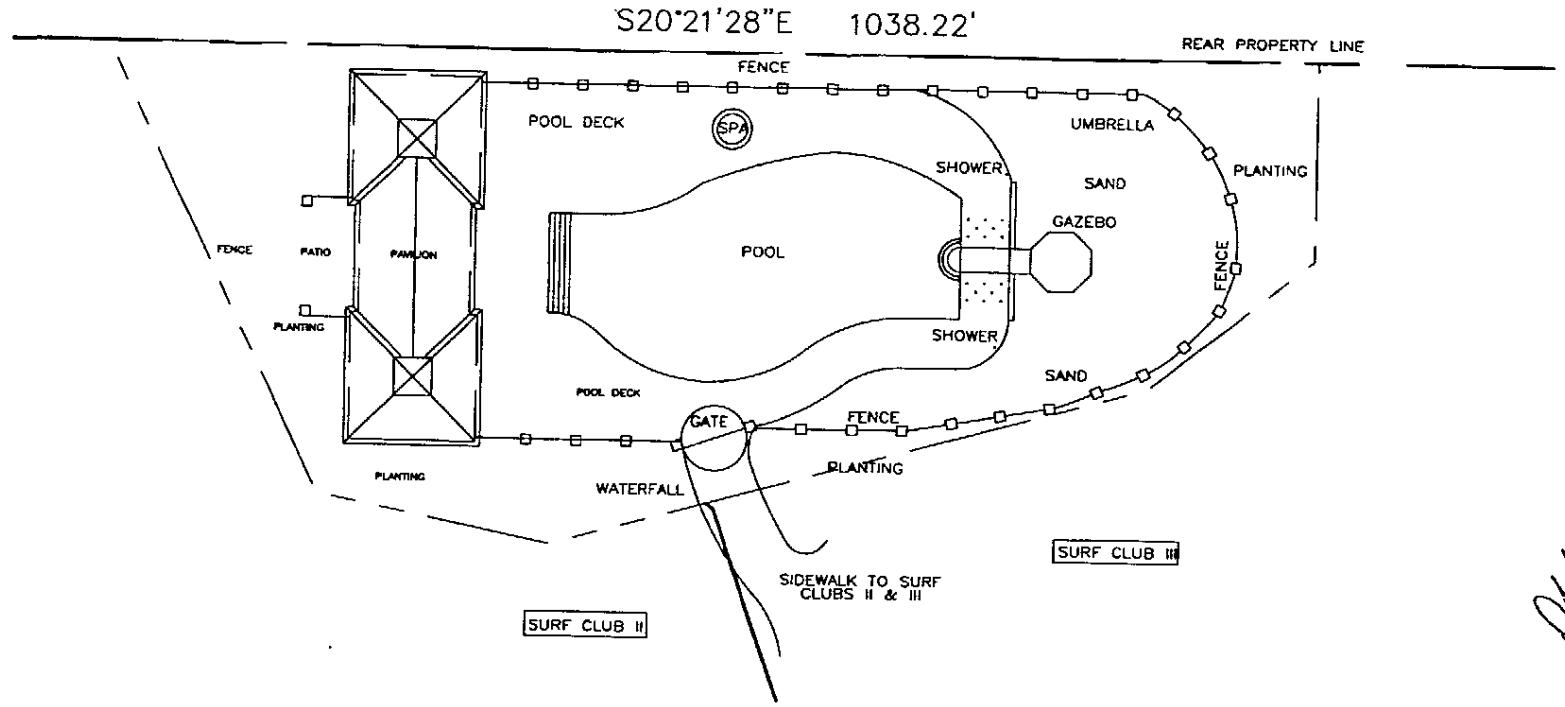

Original 100' Right-Of-Way For State Road A-1-A - Vacated By State Of Florida Department Of Transportation Thru Quit Claim Deed In Official Records Book 387, Pages 0708 To 0711
S 20°21'28" E
(S 20°21'28" E)
535.14'
N 20°21'28" W 242.89'
S 69°38'32" W 55.09'
N 69°38'32" E 58.53'
(N 69°38'32" E) (58.53')
PROPOSED "POOL SITE"
N 69°45'59" E 40.40'
S 17°25'35" W 60.85'
S 43°57'43" W 100.61'
S 58°44'28" E 42.43'
S 35°57'32" E
123.49'
S 65°21'28" E 106.70'
(S 65°21'28" E) (106.70')
S 09°11'14" E 47.91'
Parcel #2 "Surfclub III"
Parcel 6-C "Matanzas Shores"
Parcel 6-B "Matanzas Shores"
Parcel #1 "Surfclub II"
CURVE "A":
Radius = 1183.24' (1183.24')
Length = 593.85' (593.85')
Delta = 28°45'22" (28°45'22")
Chord = N 27°01'06" W 587.64'
(N 27°01'06" W) (587.64')
Curve "B":
Radius = 1183.24' (1183.24')
Length = 585.77' (585.77')
Delta = 28°21'53" (28°21'53")
Chord = N 27°12'30" W 579.81'
(N 27°12'30" W) (579.81')
Part Of Government Section 38, Township 10 South, Range 31 East, Flagler County, Florida
266.89'
N 41°23'47" W
(N 41°23'47" W)
(1 8 0 ')
CURVE "A"
STATE ROAD A-1-A
(Per Official Records Book 388, pages 110 Thru 112)
Point Of Tangency
Curve "B"
875.00' (875.00')
N 41°23'47" W
(N 41°23'47" W)
Westerly Right-Of-Way Line State Road A-1-A
Radius = (1173.24')
Section 8
Section 38
Willow Woods Subdivision, Map Book 5, Page 76
Section 39
Northeast Corner Of Willow Woods Subdivision, Map Book 5, Page 76
Point Of Reference
Southerly Line Of Vacated Section 88, Tot Palms Country Club - Old Kings Farms At Palm Coast, Map Book 28, Pages 4 And 5
(551.91')
(N 17°14'48" W)
INTRACOASTAL WATERWAY (500')
SHEET 2 OF 2

EXHIBIT "C"



THE HASKELL COMPANY
AMERICA'S DESIGN-BUILD LEADER

Surf Club II & III Pool & Spa Association, Inc.

FLOOR PLAN- POOL

11/25/02

OFF REC 09559 PAGE 1651

FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 11, 2002

KAROLYN SHEEKEY
4 OLD KINGS ROAD NORTH, SUITE B
PALM COAST, FL 32137

The Articles of Incorporation for SURF CLUB II & III POOL & SPA ASSOCIATION, INC. were filed on December 10, 2002 and assigned document number N02000009532. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Shannon Elliott, Document Specialist
New Filing Section

Letter Number: 902A00065633

EXHIBIT "D"

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

I certify the attached is a true and correct copy of the Articles of Incorporation of SURF CLUB II & III POOL & SPA ASSOCIATION, INC., a Florida corporation, filed on December 10, 2002, as shown by the records of this office.

The document number of this corporation is N02000009532.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SURF CLUB II & III POOL & SPA ASSOCIATION, INC., a Florida corporation, filed on December 10, 2002, as shown by the records of this office.

The document number of this corporation is N02000009532.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of December, 2002

Jim Smith
Secretary of State

CR2EO22 (7-02)

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.

2. The Association shall have all of the powers of an association and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of said recreational facilities referred to herein;

(b) to make, levy, collect and enforce Assessments against its Members to provide funds to pay for the expenses of the Association, the maintenance, operation, security, insurance and management of such recreational facilities, in the manner provided herein and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to collect the Expenses for each said recreational facility administered by the Association;

(d) to maintain, repair, replace and operate each said recreational facility;

(e) to reconstruct improvements of each said recreational facility in the event of casualty or other loss;

(f) to enforce by legal means the provisions of these Articles and any rules and regulations;

(g) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of said recreational facilities and to enter into any other agreements consistent with the purposes of the Association;

(h) to carry out its duties and obligations under these documents.

3. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the By-Laws.

ARTICLE IV
MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by members shall be as follows:

1. Membership in the Association shall be established by the ownership of condominium units within Surf Club II and Surf Club III, as evidenced by an instrument of conveyance. New Members shall deliver a true copy of the instrument of acquisition of title to the Association and thereafter shall be automatically a member of this Association.

2. No member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his condominium unit in Surf Club II or Surf Club III.

3. Each owner shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the By-Laws.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The Incorporator of the Association is William Harkins whose address is 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32137.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board of Directors, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board of Directors.

B. The Board of Directors shall elect the President, a Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors; provided, however, such officers may be removed by such Board of Directors, and other persons may be elected by the

Board of Directors as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, or Treasurer.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	Valerie Kaan
Vice President	-	William Harkins
Secretary/Treasurer	-	Greg Robinson

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") shall initially be three (3). The Board of Directors may increase the number of Directors to seven (7).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

William Harkins
Greg Robinson
Judith Kincaid

C. The Initial Election Meeting and Majority Election Meeting shall be called by the Board of Directors by written notice given to all members in accordance with the By-Laws; provided, however, that the members shall be given at least sixty (60) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Declarant.

D. Declarant shall cause all of its designated Directors to resign ("Declarant's Resignation Event") when Declarant no longer holds for five percent (5%) of the condominium units in Surf Club II and Surf Club III. If Declarant's Resignation Event shall occur after the Majority Election Meeting, then upon the occurrence of the Declarant's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the

resignation or removal of Declarant's designated Director. Such successor Director shall serve until the next annual members' meeting, at which time the members shall elect his successor. If, upon the occurrence of the Declarant's Resignation Event, the Majority Election Meeting has not occurred, the remaining Purchaser Director shall call the Majority Election Meeting in accordance with the By-Laws and the Act at which all of the Directors shall be elected by the Purchaser Members.

E. At each annual members' meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the members.

F. Upon the resignation of a Director who has been elected or designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board, the Association shall be deemed to have remised, released, acquitted, satisfied and forever discharged such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, relating to his actions as such officer or Director, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board of Directors designated by the Declarant have to be members of the Association.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels or if no litigation or proceeding has been instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, claim or settlement to which he may be made a party by reason of his being or having been a Director or officer of the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and liabilities are incurred. If in such litigation, proceeding, claim, or settlement a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI
BY-LAWS

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

ARTICLE XII
AMENDMENTS

1. The proposed amendment shall be adopted by the affirmative vote of a majority of the votes of all members at an annual members meeting or special meeting of the members. Any number of amendments may be submitted to the members and voted upon by them at one meeting; or

2. An amendment may be adopted by a written statement signed by a majority of all members setting forth their consent to the amendment.

A. A copy of each amendment shall be certified by the Secretary of State of Florida.

B. No amendment may be made to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent of Declarant.

C. Notwithstanding the foregoing provisions of this Article XII, the Board of Directors may amend these Articles without a vote of the members to correct a scrivener's error therein.

ARTICLE XIIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 4 Old Kings Road North, Suite B, Palm Coast, Florida 32137 and the initial registered agent of the Association at that address shall be Michael D. Chiumento.

IN WITNESS WHEREOF, the Incorporator has caused these Articles of Incorporation to be executed this 7 day of December, 2002.

WILLIAM HARKINS

The undersigned hereby accepts the designation of Registered Agent of Surf Club II & III Pool & Spa Association, Inc., as set forth in Article XIV of these Articles.

MICHAEL D. CHIUMENTO

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 4 day of Dec., 2002, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared William Harkins, the Incorporator of the Surf Club II & III Pool & Spa Association, Inc., and who executed the foregoing Articles of Incorporation; and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me and did not take an oath.

Karolyn N. Sheekey
NOTARY PUBLIC

[SEAL]

KAROLYN N. SHEEKEY
MY COMMISSION # CC 912325
EXPIRES: June 20, 2004
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 4 day of December, 2002, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL D. CHIUMENTO, to me known to be the person described as Initial Registered Agent of Surf Club II & III Pool & Spa Association, Inc., and who executed the foregoing acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed.

Karolyn N. Sheekey
NOTARY PUBLIC

[SEAL]

My Commission Expires:

KAROLYN N. SHEEKEY
MY COMMISSION # CC 912325
EXPIRES: June 20, 2004
Bonded Thru Notary Public Underwriters

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BY-LAWS
OF
SURF CLUB II & III POOL & SPA ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

Section 1. Identification of Association

These are the By-Laws of the Surf Club II & III Pool & Spa Association, Inc., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of administering certain recreational facilities as described in the Articles of Incorporation and located in Flagler County, Florida.

1.1 The present office of the Association shall be located at 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32137, and thereafter may be located at any place in the County designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, or as otherwise determined by the Board of Directors.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Membership in the Association, Members' Meetings, Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

2.2 The members shall meet annually at the office of the Association or such other place in the County on the first Monday of June, commencing with the year 2003; provided, however, that said date may be changed by resolution of the Board of Directors so long as the annual members meeting for any year shall be held not later than thirteen (13) months after the last preceding annual members meeting. The purpose of the annual members meeting shall be to hear reports of the officers, elect members of the Board of Directors (subject to the provisions of Article IX of the Articles)
and to transact any other business authorized to be transacted by the members.

2.3 Special meetings of the members shall be held at any place within the County, whenever called by the President, a Vice President or a majority of the Board of Directors. A special meeting must be called by the President or a Vice President upon receipt of a written request from one-third (1/3) of the members. Special meetings shall be called by the President or a Vice President upon receipt of written notice from the Association of a meeting of the members thereof.

2.4 Written notice of any meeting (whether an annual members meeting or a special meeting of the members) shall be mailed to each member entitled to vote at his last known address as it appears on the books of the Association. Written notice of an annual members meeting shall be mailed to each member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days prior to the date of the annual members meeting. Written notice of a special meeting of the members shall be mailed not less than fourteen (14) days prior to the date of such special meeting. Proof of mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by the Secretary or acting Secretary of the Association. Notice of the annual members meeting shall be posted at a conspicuous place on the Association at least fourteen (14) continuous days prior to an annual members meeting. If a meeting of the members, whether a special meeting or an annual members meeting, is one which, by express provision of the Act, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 2.4, then the aforesaid express provision shall govern. Notice of any special meeting shall set forth the purpose of such special meeting. Notice of any meeting may be waived in writing by any member before, during or after a meeting.

2.5 The members may, at the discretion of the Board of Directors, act by written consent in lieu of a special meeting, provided written notice of the matter or matters to be voted upon is given to each member at the addresses and within the time periods set forth in Section 2.4 herein or duly waived in accordance with such Section. The decision of the majority of the members as to the matter or matters to be voted upon (as evidenced by written consent requested in the notice) shall be binding on the members. The notice shall set forth a time period during which time a response must be made by the members.

2.6 A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership and decisions shall be made by owners of a majority of the Members represented at a meeting at which a quorum is present. When a quorum is present at any meeting and the jurisdiction of such meeting is challenged, the holders of a majority of the vote present in person or by "Proxy", as hereinafter defined, shall decide the question. However, if the question is one which, by express provisions of the Act, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on such question.

2.7 If a meeting of the members cannot be held because a quorum is not in attendance, the members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. If a meeting is adjourned because of the lack of a quorum, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board of Directors.

2.8 Minutes of all meetings of the members shall be kept in a businesslike manner and be available for inspection by the members and Directors at all reasonable times and upon reasonable notice. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting.

2.9 Voting rights of members shall be as stated in the Articles. Such votes may be cast in person, by Proxy or by "Voting Certificate." Proxy is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the members place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must set forth the name of the person voting by Proxy, his condominium unit number, the name of the person authorized to vote the Proxy for him, and the date the Proxy was given. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

2.10 At any time prior to a vote upon any matter at a meeting of the members any member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for the nomination and election of Inspectors of Election to collect and tally written ballots upon the completion of balloting.

2.11 Cumulative voting shall not be permitted.

Section 3. <u>Board of Directors; Director's Meetings</u>

3.1 The Association shall be administered by a Board of not less than three (3) Directors, subject to the increase as set forth in Article IX of the Articles.

3.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors are hereby incorporated herein by reference.

3.3 Subject to Section 3.5 below and to Declarant's rights as set forth in the Articles and as set forth in Section 3.5(c) below, vacancies in the Board of Directors shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual members meeting and shall serve for the term prescribed in Section 3.4 of these By-Laws.

3.4 The term of each Director shall extend until the next annual members meeting at which his term expires as provided in Article IX of the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

3.5 (a) A Director elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a special meeting of the Members with or without cause. A meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 2.4 hereof, upon the written request of ten percent (10%) of the Members. However, before any such Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a special meeting of the members or at an annual members meeting, persons to fill vacancies on the Board of Directors caused by the removal of a Director elected by Members in accordance with Section 3.5(a) above.

(c) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole discretion. Declarant shall have the right to name a successor for any Director removed by it or for any vacancy on the Board of Directors as to a Director designated by it and Declarant shall notify the Board of Directors of the name of the respective successor Director and the commencement date for the term of such successor Director.

3.6 The organizational meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

3.7 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or, in his absence, the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

3.8 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director in person, telephone or telegraph at least three (3) business days prior to the day named for such meeting, or in the event notice is given by mail, five (5) business days prior to the day named for such meeting. Notice of a Board of Directors meeting shall be posted conspicuously on the Association's property forty-eight (48) continuous hours in advance of said meeting. Notice of any meeting where "Assessments" (as such term is hereinafter defined) are to be considered shall state that Assessments will be considered and the nature of such Assessments. Directors may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

3.9 A quorum of the Board of Directors shall consist of a majority of the Directors. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Directors, except as specifically otherwise provided in the Articles or elsewhere herein. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

3.10 The presiding officer at Board meetings shall be the President.

3.11 Directors shall not receive any compensation for their services as Directors.

3.12 Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and be available for inspection by members and Directors at all reasonable times and upon

reasonable notice. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.13 The Board of Directors shall have the power to appoint an executive committee of the Board of Directors consisting of not less than a majority of the Directors, which shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors. All acts of the executive committee shall be affirmed at the next meeting of the Board of Directors.

3.14 Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Members. Any Member may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The association may adopt written reasonable rules governing the frequency, duration, and manner of Member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Association's property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Members, will be considered shall be mailed or delivered to the Members and posted conspicuously on the Association's property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the Members, the board shall by duly adopted rule designate a specific location on the association property upon which all notices of board meetings shall be posted. If there is no association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to each Member. Notice of any meeting in which regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this section, unless those meetings are exempted from this section by the bylaws of the association. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the Members is inapplicable to meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

Section 4. <u>Powers and Duties of the Board of Directors</u>

The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the Association. All powers and duties of the Association, including those existing under the Act, shall be exercised by the Board of Directors, unless otherwise

specifically delegated therein to the members. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Act and shall include, but not be limited to, the following:

4.1 Making and collecting against members to pay the Common Expenses of the Association property. These Assessments shall be collected by the Association through payments made directly to it by the members.

4.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board of Directors.

4.3 Maintaining, repairing and operating the property owned by the Association.

4.4 Reconstructing improvements after casualties and losses and making further authorized improvements of Association Property.

4.5 Making and amending rules and regulations with respect to the operation and use of the property owned by the Association.

4.6 Enforcing by legal means the provisions of the Articles and these By-Laws, and any rules and regulations adopted by the Association and the applicable provisions of the Act.

4.7 To contract for the management and maintenance of the Association Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of any rules and regulations and maintenance, repair and replacement of Association property and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the these documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

4.8 Paying taxes and assessments which are or may become liens against the Association Property.

4.9 Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability for the Association Property.

4.10 Paying costs of all power, water, sewer and other utility services rendered to the Association property.

4.11 Hiring and retaining such employees as it shall deem appropriate in its discretion to administer and carry out the services required for the proper administration of the affairs of the Association.

4.12 To acquire, own, mortgage and convey real and personal property and take such other reasonable actions in that regard.

4.13 Electing, designating, and removing officers in accordance with the terms and provisions of these Documents.

4.16 Maintaining bank accounts on behalf of the Association and designating signatories required therefore.

Section 5. Officers of the Association

5.1 The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall also be the Voting Member of the Association or appoint by written proxy a person to be the Voting Member of the Association at meetings of the Owners' Association.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one (1) Vice President elected by the Board of Directors, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order and shall perform such other duties as shall be prescribed by the President and the Board of Directors.

5.4 The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times and upon reasonable notice. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary and perform such other duties as shall be prescribed by the President or the Board of Directors.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer and perform such other duties as shall be prescribed by the President or the Board of Directors.

5.6 The compensation, if any, of employees of the Association shall be fixed by the Board of Directors. Officers shall not be compensated for their services as officers. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor contracting with a Director for the management of the Association Property of any property owned by the Association.

Section 6. Accounting Records; Fiscal Management

6.1 The Association shall maintain accounting records in accordance with generally accepted accounting practices and on an accrual basis. The accounting records shall be open to inspection by members or their authorized representatives who shall be accountants at reasonable times and upon reasonable notice. Such authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such request. Written financial reports or statements of the Association shall be supplied at least annually, as set forth more fully in Section 6.2(f) below, to the members. The accounting records shall include (a) a record of all receipts and expenditures, including, as applicable, and not limited to, costs for security, professional management, taxes, refuse collection and utility services, lawn care, building maintenance and repair, insurance, administrative and salary expenses, and general, maintenance, and depreciation reserves; (b) an account Members which shall designate the name and address of the Members, the amount of each Assessment charged to the Members, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due; (c) an account indicating the Common Expenses allocated under the budget and the Common Expenses actually incurred during the course of the fiscal year.

6.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Association (the "Budget") for each fiscal year at a regular or special meeting of the Board of Directors ("Budget Meeting") called for that purpose not later than November 15 of the prior year. In the event a Budget is not adopted by such date, it shall not abrogate or affect Members' obligations to pay Common Expenses. Prior to the Budget Meeting, a proposed Budget shall include, where applicable, but not be limited to, the following items of expense:

(a) Costs for security;
(b) Professional and management fees and expenses;
(c) Taxes;
(d) Costs for recreation facilities;
(e) Expenses for refuse collection and utility services;

(f) Costs for maintenance and repair;
(g) Insurance costs;
(h) Administrative and salary expenses; and
(i) Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the members. Failure to timely adopt a Budget shall not affect or abrogate the obligation to pay Common Expenses.

(d) The Board of Directors may also include in the proposed Budget an amount as a Common Expense Assessment for the making of betterments to the Association Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the property owned by the Association either annually or from time to time as the Board of Directors shall determine the same to be necessary. Such amount may be levied upon the members by the Board of Directors as a Special Assessment and shall be considered an "Excluded Expense" under Section 6.3(a) hereof. In addition, the Board of Directors shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of property owned by the Association. The reserve accounts shall include, but not be limited to, repair and replacement and painting. The amount to be reserved shall be computed by means of a formula which is based upon remaining useful life and estimated replacement cost of each reserve item. This amount shall also be considered an Excluded Expense under Section 6.3(a) hereof. The members may by a majority vote at a duly called meeting of the association determine for a particular fiscal year to budget no reserves or reserves in a lesser amount than required herein.

(e) In administering the finances of the Association, the following procedures shall govern: (i) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Expenses which cover more than such calendar year; (ii) Assessments shall be made monthly, unless otherwise determined by the Board of Directors, in amounts no less than are required to provide funds in advance for payment of all of the anticipated expenses and for all unpaid expenses previously incurred; and (iii) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Assessments shall be sufficient to provide adequate and available funds to meet all budgeted expenses and anticipated cash needs in any calendar year.

(f) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be by checks signed only by such persons as are authorized by the Board of Directors; provided, however, that at least two (2) authorized signatures shall be on any check.

(g) A financial report for each year, including a statement of revenues and expenses of the Association shall be prepared by a Certified Public Accountant designated by the Board of Directors. Either a copy of such report or a complete set of financial statements shall be furnished to each member no later than the first day of April of the year following the year for which the report is made. The report or statements shall be deemed to be furnished to the member upon its delivery in person or mailing by prepaid, first-class mail to the member at his last known address shown on the books and records of the Association.

Section 7. Rules

The Board of Directors at any meeting may adopt rules or amend or rescind existing rules for the operation and use of the property owned by the Association. Copies of rules promulgated, amended or rescinded shall be mailed to all Members at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 8. Enforcement Procedures

(a) Enforcement Committee. The Association shall have the right to assess reasonable fines against a Member in the manner provided herein. Each Board of Directors shall have the power to create an "Enforcement Committee" to be comprised of three (3) members, one (1) of whom shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Board.

(b) Conduct of Enforcement Hearing. The alleged non-complying member shall be given reasonable opportunity to be heard.

(c) Powers of the Enforcement Committee. The Enforcement Committee shall have the power to:

(i) Adopt rules for the conduct of its hearings to be approved by the Board of Directors;

(ii) Effectuate the provisions set forth in this provision;

(iii) Issue orders consistent with this provision; and

(iv) Order non-complying members to pay a fine not to exceed Fifty ($50.00) Dollars, or such greater amount as may be permitted by the Act.

(d) Notice to Alleged Non-Complying members. Alleged non-complying members shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged non-complying member shall be given notice of hearing before the Enforcement Committee unless said

alleged non-complying member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 9. Internal Dispute Resolution

Internal disputes arising from the operation of the Association, their agents, and assigns shall be subject to mandatory nonbinding arbitration of disputes upon the consent of the parties to such dispute.

The Association shall have no responsibility to settle disputes between members or intervene on behalf of any member regarding a dispute with another member.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association; provided, however, if such Rules are in conflict with the Articles and these By-Laws, then the Articles and By-Laws, as the case may be, shall govern in the following order of priority: Articles, By-laws.

Section 11. Amendment of the By-Laws

11.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the members present at an annual members meeting or a special meeting of the members. A copy of the proposed amendment shall be sent to each member along with the notice of the special meeting of the members or annual members meeting.

11.2 Amendments to these By-Laws shall be made in accordance with the requirements of the Act and amendments thereto in effect at the time of amendment.

The foregoing By-Laws of Surf Club II & III Pool & Spa Association, Inc. are hereby adopted by all of the Directors of Surf Club II & III Pool & Spa Association, Inc. as and constituting the Board of Directors of said Association this 10 day of December, 2002.

WILLIAM HARKINS, Director

GREG ROBINSON, Director

JUDITH KINCAID, Director

F:\Karolyn\Don\Bay Investments\surf club\Surf Club II & III\Bylaws.wpd.frm

Inst No:2003062860 Date:11/13/2003
GAIL WADSWORTH, FLAGLER Co. Time:13:20
Book: 1009 Page: 514 Total Pgs: 1

PREPARED BY & RETURN TO:
DONALD J. SEPS, ESQ.
CHIUMENTO & ASSOCIATES, P.A.
4 Old King Road North
Suite B
Palm Coast, FL 32137

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF FLAGLER

BEFORE ME, the undersigned authority, personally appeared WILLIAM HARKINS, who being first duly sworn, on oath, deposes and states as follows:

Affiant executed the Declaration of Covenants, Conditions and Restrictions For Surf Club II & III Pool & Spa Association, recorded on July 23, 2003 in Official Records Book 959, Page 1630, Public Records of Flagler County, Florida, as Managing Member, when in fact he was and is the Vice President and has full authority to act on behalf of the corporations therein.

FURTHER AFFIANT SAYETH NAUGHT.

WILLIAM HARKINS

Sworn to and subscribed before me this 30 day of September, 2003. Affiant is personally known to me.

Judith Kincaid
Notary Public, State of Fla.
My Comm. Expires:_____

JUDITH KINCAID
MY COMMISSION EXPIRES
June 26, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

F:\Karolyn\Mike\Bay Investments\Surf Club\affidavit.harkins.wpd

PREPARED BY & RETURN TO:
DONALD J. SEPS, ESQ.
CHIUMENTO & ASSOCIATES, P.A.
4 OLD KINGS ROAD NORTH
SUITE B
PALM COAST, FL 32137

Inst No:2003062859 Date:11/13/2003
GAIL WADSWORTH, FLAGLER Co. Time:13:20
Book: 1009 Page: 512 Total Pgs: 2

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SURF CLUB II & III POOL & SPA ASSOCIATION

Know All Persons by these presents that PALM COAST BLUE WATER INTERNATIONAL CORPORATION and PALM COAST BLUE WATER INTERNATIONAL II CORPORATION, the Declarants described in that certain Declaration of Covenants, Conditions and Restrictions for Surf Club II & III Pool & Spa Association ("Declaration") recorded among the public records of Flagler County, Florida, in Official Records Book 959, Page 1630, on July 23, 2003, and the owner and holder of all of the property described therein, and pursuant to Article IX, Section 2 of the Declaration, declares that:

1. The introductory paragraph of the Declaration shall be amended to read as follows:

> This Declaration of Covenants, Conditions and Restrictions for Surf Club II & III Pool & Spa is made this 13th day of December, 2003, by and between Palm Coast Blue Water International Corporation and Palm Coast Blue Water International II Corporation, the fee simple owners of the land described in Exhibit "A" attached hereto and (referred to collectively as "Declarants").

2. The first paragraph of Article I, Definitions, of the Declaration shall be amended to read as follows:

> "Residential facility" shall mean the area, pool, pool decks, spa, rest rooms, utility rooms, and other facilities contained in the Surf Club II & III Pool & Spa facility located within the real property described on Exhibits "B" & "C" and incorporated by reference herein.

IN WITNESS WHEREOF, PALM COAST BLUE WATER INTERNATIONAL CORPORATION and PALM COAST BLUE WATER INTERNATIONAL II CORPORATION, have caused this Amendment to the Declaration of Covenants,

Conditions and Restrictions For Surf Club II & III Pool & Spa Association, to be executed by their duly authorized officer and seal to be affixed this 30 day of September, 2003.

Witnesses:

DECLARANT:

PALM COAST BLUE WATER INTERNATIONAL CORPORATION
a Florida corporation

BY: _____
William Harkins, Vice President

PALM COAST BLUE WATER INTERNATIONAL II CORPORATION
a Florida corporation

BY: _____
William Harkins, Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this 30 day of September 2003, by WILLIAM HARKINS, as Vice President of Palm Coast Blue Water International Corporation and Palm Coast Blue Water International II Corporation. William Harkins is known to me and did not take an oath.

[SEAL]

JUDITH KINCAID
MY COMMISSION EXPIRES
June 28, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
My Commission Expires

F:\Karolyn\Mike\Bay Investments\Surf Club\First Amendment to Declaration.wpd

This instrument was prepared under the supervision of:
Tony Isaacs, Vice President,
Customer Services
Florida Water Services Corporation
P.O. Box 609520
Orlando, Florida 32860-9520

Internal Agmt # 136

Inst No:2003029563 Date:06/02/2003
GAIL WADSWORTH, FLAGLER Co. Time:11:40
Book: 937 Page: 1850 Total Pgs: 10
OFF REC 0937 PAGE 1850

FLORIDA WATER SERVICES CORPORATION
DEVELOPER AGREEMENT

FWS Project # 2127

Florida Water Services Corporation (UTILITY) and Palm Coast Blue Water International Corporation (DEVELOPER) agree as follows:

1. DEVELOPER desires to make water service available to the property known as the Surf Club II (Property) described on Exhibit A attached hereto and incorporated by reference herein for the benefit in perpetuity of DEVELOPER, its successors, administrators and assigns.

2. UTILITY agrees to make water service available to the Property for the benefit of DEVELOPER, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.

3. The obligations incurred by DEVELOPER as a result of this agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate UTILITY's interest to the mortgage lien and in no way waives or releases UTILITY's rights arising from this Agreement.

4. DEVELOPER desires and UTILITY agrees to make private fire protection service available to the Property, pursuant to the rate schedule in the UTILITY's approved Tariff. All on site water mains installed by the DEVELOPER shall be sized in order to meet the fire flow requirements of the governing governmental authority. UTILITY assumes no responsibility whatsoever for the adequacy in regard to fire flow of DEVELOPER's on site water mains.

5. The Contribution-In-Aid-of-Construction (CIAC) required by UTILITY to provide water service is estimated to be $286,250.00. A breakdown of the CIAC estimate is provided in Exhibit B. This amount must be paid to UTILITY, upon execution of this agreement or as stipulated in Exhibit C, and before water service is provided. Additional charges, such as meter installations, and taps shall be paid at time of connection, or as otherwise provided in UTILITY's tariff.

6. The estimated CIAC of $286,250.00 is further based upon an charge of $1,250.00 plan and specification review as well as inspection efforts related to the construction of facilities described in Section 8. If full costs associated with coordination and inspection efforts related to the construction of facilities described in Section 8, as determined by the UTILITY, should exceed the estimated amount, the excess amount will be billed to DEVELOPER and be payable to UTILITY upon 30 days written notice. If on the other hand the actual cost is less than the estimated amount, the difference will be refunded to DEVELOPER. UTILITY reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the DEVELOPER.

7. The estimated CIAC of $286,250.00 is further based upon an estimate of $50.00 for recording fees associated with this agreement.

8. DEVELOPER will install at its expense, in accordance with UTILITY-approved plans, the necessary water main extension to serve 190.00 Equivalent Residential Connections (ERCs), respectively, for Surf Club II and connect the entire system to UTILITY's existing water system. Plans and specifications will be designed, produced and submitted by a Florida registered professional engineer to the UTILITY for review and approval in accordance with the UTILITY's specifications and standards. Acceptance of the DEVELOPER's completed water system extension will be subject to review and approval by UTILITY. As a condition precedent to acceptance of the completed water system extension by UTILITY and prior to receiving service, the items listed in Exhibit D shall be submitted and accepted by the UTILITY. Acceptance will not unreasonably be withheld. Once accepted, UTILITY will be responsible for all subsequent maintenance of the water system extension not related to warrantees.

9. UTILITY reserves the right and the DEVELOPER agrees to allow the UTILITY to inspect and/or test the on-site water distribution system prior to rendering service and from time to time thereafter, but UTILITY assumes no responsibility for the system. Any identified deficiencies shall be corrected by DEVELOPER immediately.

10. DEVELOPER shall be responsible for assuring that all work is done in accordance with applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP and OSHA; and the presence of a UTILITY representative on the construction site shall in no way transfer responsibility to UTILITY for any actions of the DEVELOPER, his employees and/or his contractors.

11. Backflow prevention is required for all on-site water service. DEVELOPER agrees to install backflow prevention devices as deemed necessary by the UTILITY to protect the water supply.

12. Subject to the DEVELOPER's compliance with the terms and conditions of this agreement and the UTILITY's tariff, the UTILITY hereby agrees to allocate and reserve 35,720 gpd of water service capacity to the DEVELOPER for use by the DEVELOPER with its

improvements to Surf Club II. If the actual average daily water consumption over any consecutive six month period, as determined by UTILITY, should exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to Utility upon 30 days written notice. Any such water service which is not connected or used by the DEVELOPER within five (5) years from the date of execution of this Agreement shall revert back to the UTILITY, and in such an event, the UTILITY shall not be obligated to refund these charges paid by the DEVELOPER.

13. The providing of water service is subject to prevailing rates, fees, and charges of UTILITY, as set forth in UTILITY's approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The DEVELOPER agrees to comply with all Rules and Regulations of UTILITY as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

14. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence. UTILITY shall not be required to accept contributed facilities which were constructed without prior notification. If the DEVELOPER fails to give said written notice, the UTILITY may require DEVELOPER to uncover and expose said connections or contributed facilities for inspection, at the sole cost of DEVELOPER or the UTILITY may disconnect DEVELOPER installations from the UTILITY's system at the DEVELOPER's expense.

15. Except as expressly provided herein, the DEVELOPER agrees not to assign or transfer all or any portion of this Agreement. The allocation of water service capacity granted to DEVELOPER may be assigned or transferred of is and only if: a) the developer has obtained the prior written consent of the UTILITY to such an assignment, sale or disposition; b) the assignment is in direct connection with a bona fide sale of the DEVELOPER's property or a portion thereof to which the water service capacity reserve relates, and the UTILITY is notified in writing of such an assignment; and c) the assignee pays all of the UTILITY's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The UTILITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm or entity without the consent of the DEVELOPER.

16. It is estimated that the above noted UTILITY services can be made available within approximately 30 days after UTILITY acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government and other delaying conditions beyond the control or responsibility of UTILITY.

17. The parties agree that the following mutual protections are included in this Agreement:

a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
c. This Agreement is subject to the laws of the State of Florida and the DEVELOPER agrees to pay for recording this document;
d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
e. The UTILITY has the exclusive right to provide water service to the Property; and,
f. This Agreement is binding on both parties and each has the power and authority to bind themselves by signing below.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Internal Agmt # 136

(Corporate Seal)

Attest: Mary Giannotto
Secretary
Printed Name: Mary Giannotto
Address: 21 OLD KINGS RD. N.
PALM COAST, FL. 32137

Signed, Sealed and Delivered in the Presence of:
1. _____
Printed Name: GREG ROBINSON
2. _____
Printed Name: AL JACOBSEN

In Witness, **Palm Coast Blue Water International Corporation** has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 13 day of JUNE A.D. 2002.

By: _____

Title: VICE PRESIDENT

Printed Name: WILLIAM HARKINS

Printed Address: 21 OLD KINGS RD. N.
PALM COAST, FL. 32137

State of FLORIDA County of FLAGLER
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM HARKINS and _____ well known to me to be the VICE PRESIDENT and _____ respectively of the corporation named as Customer in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 13 day of JUNE A.D. 2002

JUDITH KINCAID
MY COMMISSION EXPIRES June 26, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Judith Kincaid
Notary Public

(Corporate Seal)

Attest: _____
Asst Secretary
Printed Name: Kirk D. Martin
Printed Address: P.O. Box 609520
Orlando, FL 32860-9520

Signed, Sealed, and Delivered in the Presence of:
1. _____
Printed Name: Suzanne M. Finley
2. _____
Printed Name: Brenda Mazurak

In Witness, **FLORIDA WATER SERVICES CORPORATION** has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 20 day of June A.D. 2002.

By: Tony Isaacs

Title: Vice President, Customer Services

Printed Name Tony Isaacs

Printed Address: P.O. Box 609520, Orlando Florida 32860-9520

State of Florida County of Orange
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kirk D Martin and Tony Isaacs well known to me to be the Asst. Secretary and VP Customer Service respectively of the corporation named as UTILITY in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 20th day of June A.D. 2002.

Rachel L Cowing
My Commission DD096330
Expires February 28, 2006

Rachel L. Cowing
Notary Public

Exhibit A

Legal Description

PLAT OF BOUNDARY SURVEY OF :

PARCEL #1

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65° 21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING.

Description created this survey.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

Exhibit B

CALCULATION OF CONTRIBUTION IN AID OF CONSTRUCTION

Palm Coast

4/1/2002

			WATER	WASTEWATER	OTHER
A. Plant Capacity:					
Water Demand (GPD)	35,720	gal	$285,000.00		
Wastewater Demand (GPD)		gal		$0.00	
B. Main Extension:					
Water Demand (GPD)		gal			
Wastewater Demand (GPD)		gal		$0.00	
C. Miscellaneous Fees					
Engineering Review and Inspection					$1,200.00
Administrative and Legal					$50.00
Recording Fees					
D. Prepaid CIAC			$0.00	$0.00	$0.00
TOTAL CIAC			$285,000.00	$0.00	$1,250.00
			TOTAL DUE		$286,250.00

E. Fees due at time of connection

- Allowance for Funds Prudently Invested (AFPI) - See Attachment B-2
- Service Installation/Tap Charge - See Attachment B-1
- Meter Installation Charge - See Attachment B-1
- Backflow Prevention Charge - See Attachment B-1
- Administrative Charge - $15.00 per account
- Deposits

Exhibit B-1

STANDARD CHARGES SHEET

[redacted]

WATER

Service Installation Charge

5/8" X 3/4" Meter:	$ 148.75	1 1/2" Meter:	Actual Cost
3/4" Meter:	$ 148.75	2" Meter:	Actual Cost
1" Meter:	$ 148.75	Greater than 2" Meter:	Actual Cost

Meter Installation Charge

5/8" X 3/4" Meter:	$ 85.00	1 1/2" Meter:	$ 385.00
3/4" Meter:	$ 85.00	2" Meter:	$ 455.00
1" Meter:	$ 160.00	Greater than 2" Meter:	Actual Cost

Meter with Built-in Backflow Prevention Device:

All Meter Sizes Actual Cost

Stand Alone Backflow Prevention Device:

1" Meter or less:	$ 205.00
1 1/2" Meter:	$ 350.00
2" Meter:	$ 350.00
Greater than 2" Meter:	Actual Cost

Deposits

5/8" X 3/4" Meter:	$ 50.00	3" Meter:	$ 800.00
3/4" Meter:	$ 50.00	4" Meter:	$ 1,250.00
1" Meter:	$ 125.00	6" Meter:	$ 2,500.00
1 1/2" Meter:	$ 250.00	8" Meter:	$ 2,500.00
2" Meter:	$ 400.00		

WASTEWATER

Service Installation Charge

4" Lateral	
Unpaved	N/A
Paved	N/A
6" Lateral	
Unpaved	N/A
Paved	N/A

Sewer Lateral Inspection Charge (Palm Coast Only)

Lateral (ea.) $ 25.00 #

Deposits

5/8" X 3/4" Meter:	$ 50.00	3" Meter:	$ 800.00
3/4" Meter:	$ 50.00	4" Meter:	$ 1,250.00
1" Meter:	$ 125.00	6" Meter:	$ 2,500.00
1 1/2" Meter:	$ 250.00	8" Meter:	$ 2,500.00
2" Meter:	$ 400.00		

Exhibit C

WATER AND WASTEWATER SERVICE AGREEMENT
Schedule of Payment

Surf Club II

Total Capacity & Misc. Fees to be Paid: $ 286,250.00

Total Number of Payment Periods: 12

Payment due Date(s)	Amount	Decending Balance
August 1, 2002	19,000.00	209,000.00
September 1, 2002	19,000.00	190,000.00
October 1, 2002	19,000.00	171,000.00
November 1, 2002	19,000.00	152,000.00
December 1, 2002	19,000.00	133,000.00
January 1, 2003	19,000.00	114,000.00
February 1, 2003	19,000.00	95,000.00
March 1, 2003	19,000.00	76,000.00
April 1, 2003	19,000.00	57,000.00
May 1, 2003	19,000.00	38,000.00
June 1, 2003	19,000.00	19,000.00
July 1, 2003	19,000.00	0.00

Deposit required upon execution of Agreement		
Engineering Review		1,200.00
Legal and Administrative		
Recording Fees		50.00
	Subtotal of miscellaneous fees	1,250.00
20%	Plant Capacity Charges	57,000.00
	TOTAL DUE UPON EXECUTION OF AGREEMENT:	**$ 58,250.00**

AFPI fees are not reflected on this payment shcedule. AFPI fees, if applicable, are to be collected at the month of connection and may not be prepaid or included in a payment schedule. Refer to Exhibits B, B-1 & B-2 for applicable fees to be paid at time of connection.

Inst No:98013710 Date:06/24/1998
SYD CROSBY, FLAGLER County
By: M. Stevens D.C. Time:15:36:
OFF REC 0619 PAGE 1222

RESOLUTION NO. 98-32

WHEREAS, on February 21, 1995, the Board of County Commissioners of Flagler County, Florida ("Flagler County"), pursuant to Section 380.06, Florida Statutes, adopted Resolution 85-2 approving a Development Order for the Development of Regional Impact known as Matanzas Shores ("Development Order"); and

WHEREAS, on February 13, 1998, the Applicant, Bay Investments of Palm Coast, L.C., with the consent of the other owners of property within this DRI, Admiral Corporation, and Palm Coast Holdings, Inc., submitted a Notification of a Proposed Change to a Previously Approved DRI (the "Notification"); and

WHEREAS, Flagler County has reviewed the proposed changes, held a public hearing, and with the concurrence of the Northeast Florida Regional Planning Council and the Florida Department of Community Affairs, has determined the following.

NOW, THEREFORE, BE IT RESOLVED BY FLAGLER COUNTY AS FOLLOWS:

Section 1. Proper notice of a public hearing has been published with respect to this matter.

Section 2. Flagler County has conducted a public hearing regarding the proposed changes set forth in the Notification and has determined that the proposed changes do not constitute a major amendment or a substantial deviation to the previously approved Development Order.

Section 3. Attachment A to Resolution 85-2 is hereby amended to read as follows:

* * *

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in <u>underscored</u> type are additions.

6.0 VEGETATION/WILDLIFE

* * *

6.5 The developer shall take reasonable measures to protect or preserve the Atlantic Ocean scrub oak habitat consistent with the development approved by this order. Whenever possible, the Atlantic coastal scrub oak shall be included and featured in all of the landscaping plans of the development.

9.0 WATER SUPPLY

* * *

9.2 The developer shall install irrigation lines capable of utilizing treated effluent to the development including the golf course, common areas and units. Treated effluent shall be used exclusively when it becomes available. It is recognized that there may not be sufficient reuse water presently available to satisfy the irrigation needs of the development, but the system will be installed so that the common areas, golf course and units will have reuse water available when sufficient capacity exists. Until reuse water becomes available, the lake system may be temporarily used as a source of irrigation. If neither reuse water nor the lake system is available, then potable water may be temporarily used for irrigation purposes.

13.0 TRANSPORTATION

~~13.1 Upon determination by the Florida Department of Transportation (FDOT) that improvements are warranted on SR A-1-A, specifically those segments from the proposed Intracoastal Waterway Bridge to Malacompra Road and from Malacompra Road to the southern boundary of the north parcel, the Applicant shall be required to pay its proportionate share of these road improvement~~

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

~~costs. Each of the two segments shall be considered independently. The Florida Department of Transportation and the County will review and approve the annual traffic reports and projections submitted by the Applicant as part of the Annual Report as the basis for making its determination. Should Level of Service "C" be exceeded on these roadway segments, the Applicant shall escrow its share of the road improvement costs with the county for contribution to the appropriate agency prior to proceeding to the next year of development. The Applicant's proportionate share of these segments (as determined by Florida Department of Transportation for a rural design section) shall be based on the percentage of Matanzas Shores' generated traffic using SR A-1-A. Flagler County will not pay any portion of these improvement costs. In the event Level of Service "C" is not expected to be exceeded on the stated segments of SR A-1-A prior to project buildout, the Applicant shall nevertheless escrow its proportionate share of the road improvement costs with the County or other appropriate agency designated by the County prior to commencing the final year of development. The Applicant shall take reasonable steps to encourage the FDOT to four lane SR A-1-A from the project's north boundary to the Intracoastal Waterway Bridge at the earliest possible date.~~

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in <u>underscored</u> type are additions.

16.0 LAND DONATIONS

16.1 Within 30 Days of the effective date of this amended development order, the Applicant will convey the properties legally described on Exhibits A-1 and A-2 hereto to Flagler County for public use; provided, however, subject to the approval of the Matanzas Shores Owners Associations, Inc., the property legally described on Exhibit A-1 hereto shall be conveyed to the County as Tenants in Common with the Matanzas Shores Owners Association, Inc., with such Association having a 10% undivided interest in said lands. The conveyances to the County contemplated herein shall be by a warranty deed. If the Matanzas Shores Owners Association, Inc. does not wish to own a limited 10% undivided interest in the land, then Flagler County will accept 100% interest in the land and be solely responsible for its permanent use and protection. All of the lands conveyed shall be perpetually used by the public for public purposes and shall be permanently preserved and protected from destruction. The County shall be responsible for procuring all evidence of title and title information necessary to examine title to the properties described herein being conveyed to the County. The County shall further be responsible for procuring the Owners commitment for title insurance and the final Owner's Title Insurance Policy for the properties being conveyed to the County. The County shall choose its title agent in its sole discretion. Title to the property must be marketable as defined by Standard A of the Florida Association of Realtors/Florida Bar Real Estate Contract.

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

The Applicant shall be responsible for paying for the cost of the title evidence and cost of the commitment and policy obtained by the County. The charge for said commitment and policy shall be at the promulgated rate.

Section 5.

Exhibits 12.7, 12.15, 15.1 and 22.5 as approved pursuant to Resolution 85-2 are hereby repealed and Revised Exhibits 12.7, 12.15, 15.1 and 22.5 attached hereto are hereby approved. Map H of the Matanzas Shores ADA is hereby replaced by the attached Revised Map H which is hereby revised to incorporate the "Matanzas Shores North Revised Master Plan" dated April 1, 1998 attached hereto as Exhibit B. The "Matanzas Shores North Revised Master Plan" is adopted subject to site plan review, necessary permitting, architectural and engineering approval and with the understanding that the Applicant will, to the extent possible, incorporate an executive golf course within the North Parcel to serve the residents of the North Parcel.

Section 6.

The Property legally described on Exhibit C. is hereby incorporated into the Matanzas Shores DRI as part of the PUD approved pursuant to Resolution 85-2.

Section 7.

Except as amended by this Resolution and the approved Notification of Proposed Change, all other terms and conditions of the Development Order and original Application for Development Approval ("ADA") remain in full force and effect.

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

Section 2.

The Clerk of the Board of County Commissioners is authorized to, within ten (10) days of the date of adoption of this Resolution. send certified copies of this Resolution and all related exhibits by certified mail, return receipt requested, to:

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF RESOURCE PLANNING
AND MANAGEMENT
Bureau of State Planning
Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Northeast Florida Regional Planning Council
Phillips Highway, Suite 350
Jacksonville, Florida 32356

Debbie M. Orshefsky, Esq.
Greenberg Traurig Hoffman Lipoff Quentel & Rosen P.A.
515 East Las Olas Blvd., Suite 1500
Ft. Lauderdale, Florida 33301

Robert Cuff, Esq.
ITT Community Development Corporation
One Corporate Drive
Palm Coast, Florida 32151-6318

Mr. William Livingston
Palm Coast
One Corporate Drive
Suite 3A
Palm Coast, Florida 32137-4715

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

Section 9.

The applicant shall record a notice of adoption of this Resolution in accordance with Section 380.06(15)(f), Florida Statutes and file a Certification of Compliance with the Clerk of the Board of County Commissioners.

Dated this 22 day of June, 1998.

BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA

6.22.98

CHAIRMAN, James A. Darby

ATTEST:

Syd Crosby, CLERK AND EX OFFICIO CLERK TO THE BOARD

APPROVED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ON April 20, 1998

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

LIST OF EXHIBITS AND ATTACHMENTS
TO PROPOSED AMENDMENT TO
MATANZAS SHORES DRI DEVELOPMENT ORDER

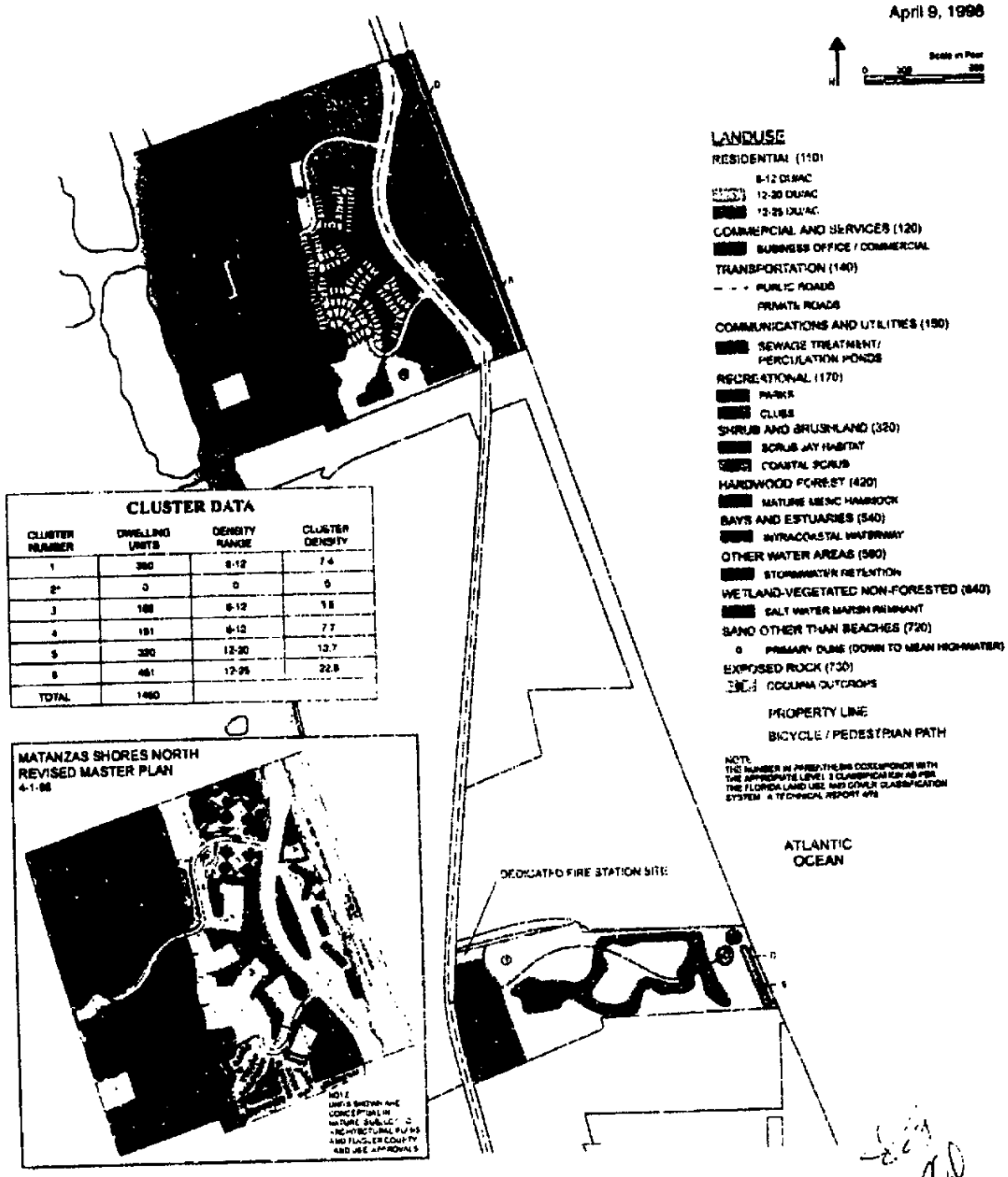
Revised Exhibit 12.7	- (Revised Map H) Master Development Plan
Revised Exhibit 12.15	- Preservation, Conservation, and Development Plan
Revised Exhibit 15.1	- Matanzas Shores Residential Cluster Data
Revised Exhibit 22.5	- Water Management Plan
Exhibit A-1 and A-2	- Legal Description of Lands to be donated to Flagler County
Exhibit B	- Matanzas Shores North Revised Master Plan
Exhibit C	- Legal Description of 6.2 acre addition

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in <u>underscored</u> type are additions.

Map H - Master Development Plan

Matanzas Shores DRI

April 9, 1998



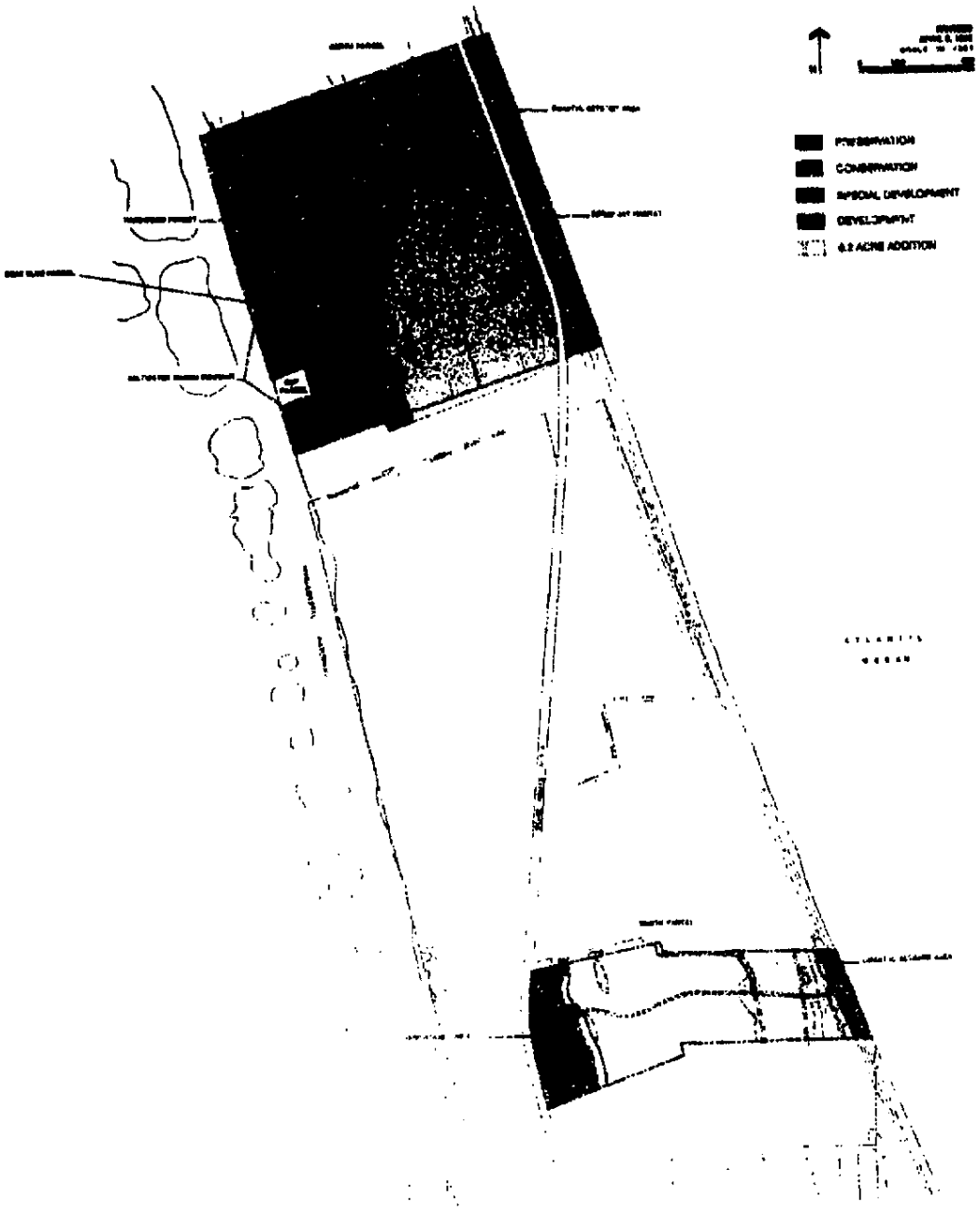
CLUSTER DATA

CLUSTER NUMBER	DWELLING UNITS	DENSITY RANGE	CLUSTER DENSITY
1	360	8-12	7.4
2*	0	0	0
3	168	8-12	11
4	191	8-12	7.7
5	330	12-20	13.7
6	461	12-25	22.8
TOTAL	1460		

GEE & JENSON
Engineers • Architects • Planners, Inc.

REVISED EXHIBIT
12 7

REVISED PRESERVATION, CONSERVATION AND DEVELOPMENT MAP



REVISED EXHIBIT
12.15

REVISED EXHIBIT 15.1

MATANZAS SHORES

RESIDENTIAL CLUSTER DATA

TOTAL CALCULATED RESIDENTIAL DENSITY: ~~5.4~~ 5.2 UNITS PER ACRE*

CLUSTER	RESIDENTIAL ACREAGE	ALLOWED DWELLING UNITS
1	47	350
2	0	0
3	44	168
4	20	151
5	23	320
6	20	461
TOTAL DWELLING UNITS		1450

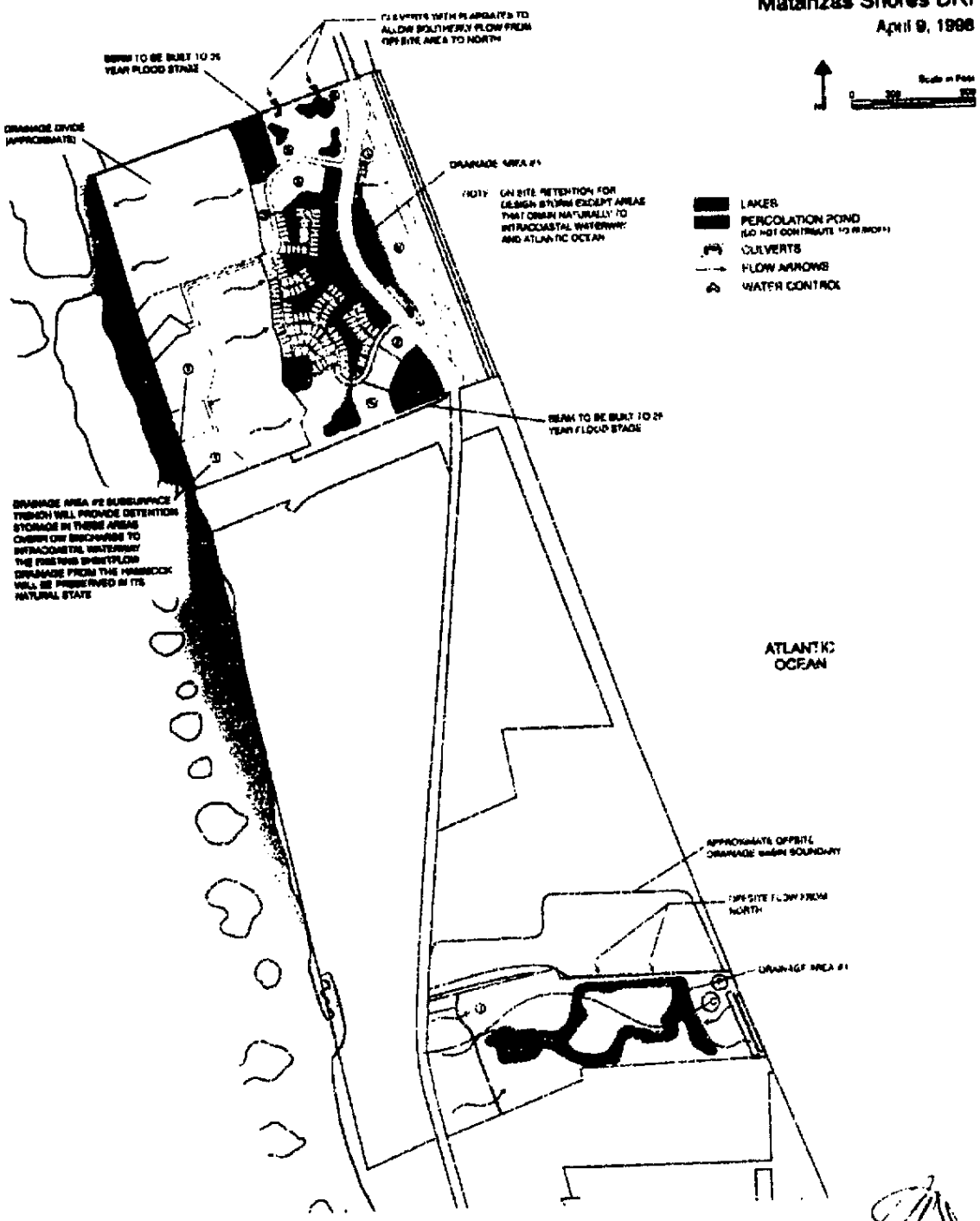
*NOTE: Because Applicant is required by this development order to set aside otherwise builable land for public purposes such as scrub jay habitat, dune preservation, and hammock forest protection, the residential density of this PUD is calculated to include a credit for such buildable lands.

CODING: Words in ~~strike-through~~ type are deletions from existing law; words in underscored type are additions.

Map G - Water Management Plan

Matanzas Shores DRI

April 9, 1998



GEE & JENSON
Engineers • Architects • Planners, Inc

REVISED EXHIBIT
22.5

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.
Date; March 14, 1996.

Parcel 708.01, (Parcel 2) Matanzas Shores.

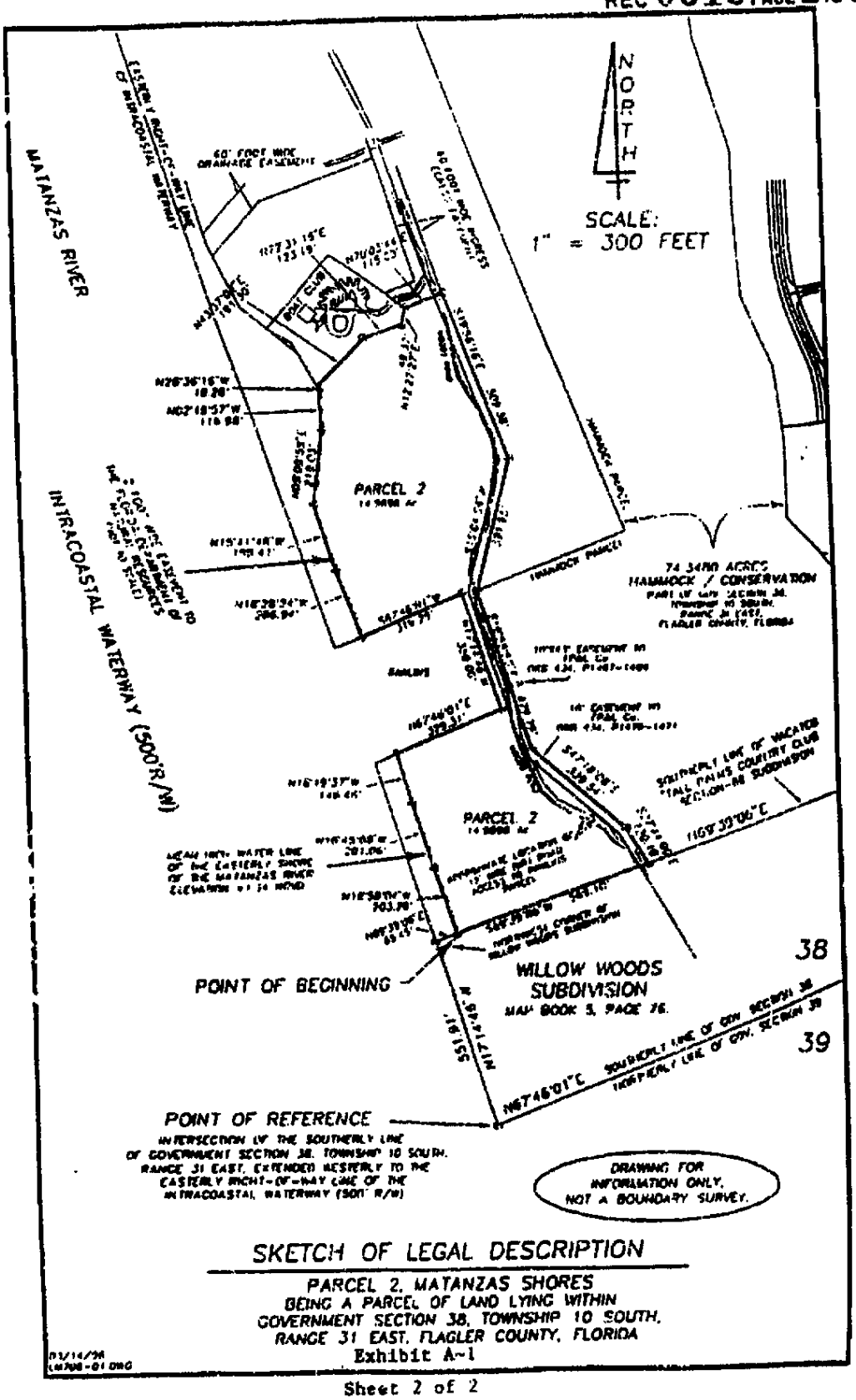
DESCRIPTION:

A parcel of land lying in Government Section 38, Township 10 South, Range 31 East, being a portion of the "Tall Palms Country Club Section 88, Subdivision" Recorded in Map Book 26, Pages 4 and 5 of the Public Records of Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the intersection of the Southerly line of said Government Section 38 extended Westerly to the Easterly right-of-way of the Intracoastal Waterway (500'R/W), thence North 17°14'46" West along said right-of-way 551.91 feet to a Point being the Northwest corner of "Willow Woods Subdivision" recorded in Map Book 5, Page 76, thence departing said Intracoastal Waterway North 69°39'06" East along the common boundary of said "Willow Woods" and said "Section 88, Palm Coast" 65.45 feet to a point on the Mean High Water Line (MHWL) of the Matanzas River and the POINT OF BEGINNING of this description, thence North 16°58'04" West along said MHWL a distance of 203.20 feet, thence North 16°45'08" West a distance of 201.06 feet, thence North 16°19'37" West a distance of 146.46 feet, thence departing said MHWL North 67°46'01" East a distance of 329.31 feet, thence North 17°14'46" West a distance of 350.00 feet, thence South 67°46'01" West a distance of 319.29 feet to a point on said MHWL of the Matanzas River, thence North 18°28'24" West along said MHWL a distance of 206.94 feet, thence North 15°41'48" West a distance of 199.41 feet, thence North 08°08'58" East along said MHWL a distance of 210.03 feet, thence North 02°18'57" West a distance of 116.98 feet, thence North 26°36'16" West a distance of 10.28 feet to a point being the southwest corner of the Boat Club lands, thence North 43°37'02" East along the southerly boundary of said Boat Club lands a distance of 191.30 feet, thence North 72°31'16" East a distance of 123.19 feet, thence North 12°27'27" East a distance of 49.37 feet, thence departing said Boat Club North 70°03'44" East a distance of 115.00 feet, thence South 19°56'16" East a distance of 509.38 feet, thence South 15°04'08" West a distance of 391.95 feet, thence South 16°58'50" East a distance of 479.79 feet, thence South 47°18'08" East a distance of 339.54 feet, thence South 27°44'00" East a distance of 120.10 feet to a point on the common boundary of the South line of the vacated plat of Tall Palms Country Club Section 88 and the North line of Willow Woods Subdivision, thence South 69°39'06" West a distance of 569.10 feet to the POINT OF BEGINNING.

Parcel containing 14.9890 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the East line of the Intracoastal Waterway near the southerly line of Government Section 38, Township 10 South, Range 31 East, being North 17°14'46" West.



SKETCH OF LEGAL DESCRIPTION

PARCEL 2, MATANZAS SHORES
BEING A PARCEL OF LAND LYING WITHIN
GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

Exhibit A-1

Sheet 2 of 2

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.
Date; May 8, 1996.

Parcel 710, North of Sea Colony Drive.

DESCRIPTION:

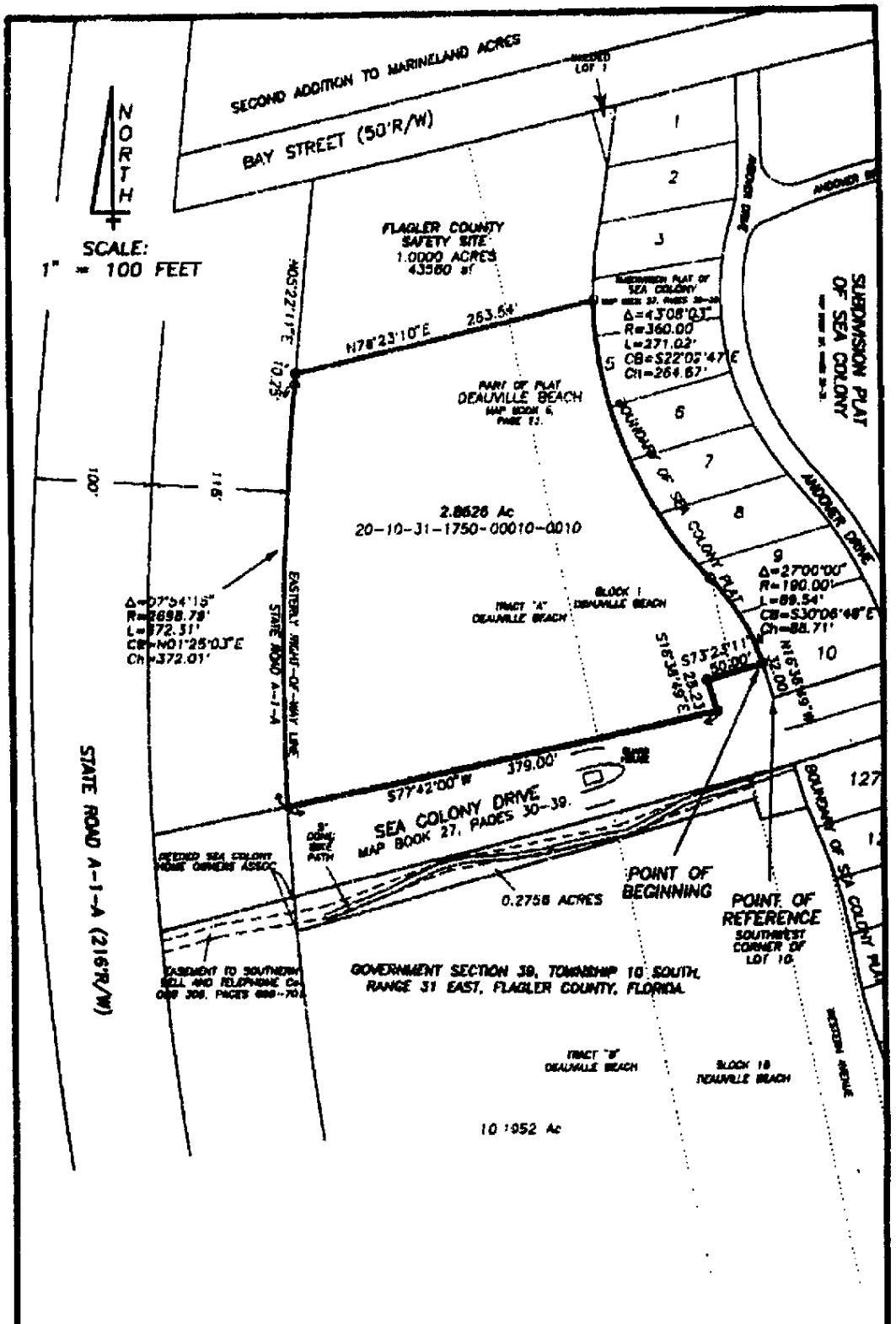
A parcel of land being a portion of the Subdivision Map Deauville Beach, recorded in Map Book 5, Page 73, of the Public Records of Flagler County, Florida, lying in Government Section 39, Township 10 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the southwest corner of Lot 10, of the Plat of Sea Colony, Map Book 27, Pages 30 through 39, of the Public Records of Flagler County, Florida, thence North 16°36'49" West along the West line of said Lot 10 a distance of 32.00 feet to the POINT OF BEGINNING of this description, thence South 73°23'11" West a distance of 50.00 feet, thence South 16°36'49" East a distance of 28.23 feet, thence South 77°42'00" West along the northerly right-of-way line of Sea Colony Drive a distance of 379.00 feet to a point on the East right-of-way line of State Road A-1-A (216'R/W) said point being on a curve, thence northerly 372.31 feet along the arc of a curve to the right (concave easterly) having a central angle of 07°54'15", a radius of 2698.79 feet, a chord Bearing of North 01°26'03" East and a chord distance of 372.01 feet to a point of tangency, thence North 05°22'11" East a distance of 10.25 feet, thence departing State Road A-1-A North 76°23'10" East a distance of 263.54 feet to a point on the boundary of said Plat Sea Colony, said point being on a curve, thence southerly 271.02 feet along the arc of a curve to the left (concave easterly) having a central angle of 43°08'03", a radius of 360.00 feet, a chord Bearing of South 22°02'47" East and a chord distance of 264.67 feet to a point of reverse curvature, thence 89.54 feet along the arc of a curve to the right (concave westerly) having a central angle of 27°00'00", a radius of 190.00 feet, a chord Bearing of South 30°06'48" East and a chord distance of 88.71 feet to the POINT OF BEGINNING.

The above description being accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 2.8626 acres more or less.

Bearings refer to the Mercator Grid System of the East zone of Florida and locally referenced to the North right-of-way line of Sea Colony Drive near State Road A-1-A being South 77°42'00" West.



SKETCH OF LEGAL DESCRIPTION

BEING A PORTION OF
THE SUBDIVISION PLAT DEAUVILLE BEACH,
RECORDED IN MAP BOOK 5, PAGE 73,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

R-02/09/98
05/08/96
LM710.DWG

EXHIBIT A-2 SHEET 2 OF 4

PARCEL 710

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida. Date; May 8, 1996.

Parcel 711, South of Sea Colony Drive.

DESCRIPTION:

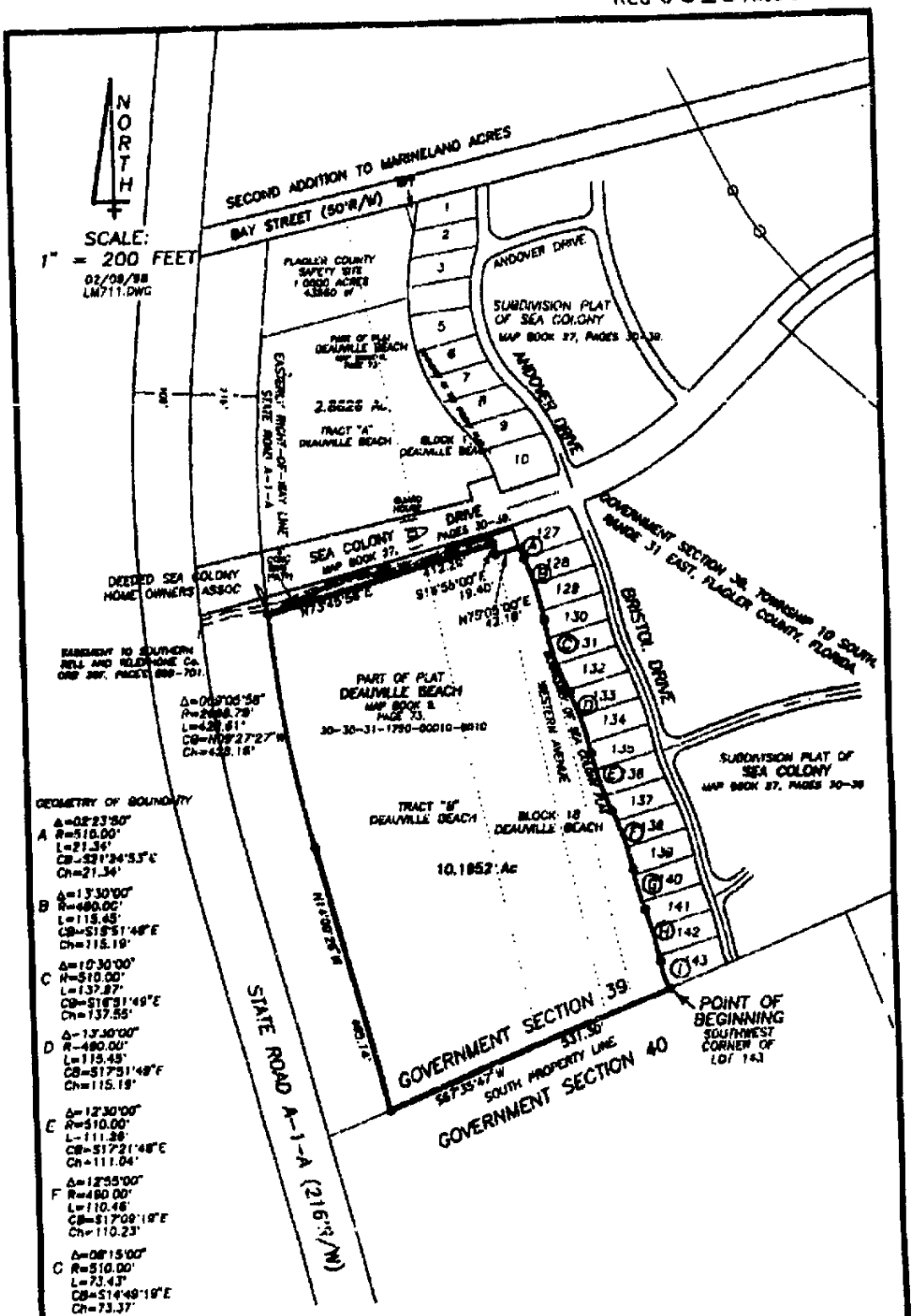
A parcel of land being a portion of the Subdivision Map Deauville Beach, recorded in Map Book 5, Page 73, of the Public Records of Flagler County, Florida, lying in Government Section 39, Township 10 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF BEGINNING being the southwest corner of Lot 143, of the Plat of Sea Colony, Map Book 27, Pages 30 through 39, of the Public Records of Flagler County, Florida, thence South 67°35'47" West along the South line of Section 39 a distance of 531.30 feet to a point on the East right-of-way line of State Road A-1-A (216'R/W), thence North 14°00'26" West along said right-of-way a distance of 485.14 feet to a point of curvature, concave Easterly, thence Northerly a distance of 428.61 feet along the arc of said curve to the right having a central angle of 09°05'58", a radius of 2698.79 feet, a chord bearing of North 09°27'27" West and a chord distance of 428.16 feet to the point of intersection with a non-tangent line, thence North 73°45'56" East a distance of 412.29 feet, thence South 14°55'00" East a distance of 19.40 feet, thence North 75°05'00" East a distance of 42.19 feet to a point on a non-tangent curve, concave Easterly, said point being on the boundary of the Plat of Sea Colony, thence Southerly a distance of 21.34 feet along the Arc of said curve to the left having a central angle of 02°23'50", a radius of 510.00 feet, a chord bearing of South 21°24'53" East and a chord distance of 21.34 feet to a point of reverse curvature, concave Westerly, thence Southeasterly a distance of 115.45 feet along the arc of said curve to the right having a central angle of 13°30'00", a radius of 490.00 feet, a chord bearing of South 15°51'49" East and a chord distance of 115.19 feet to a point of reverse curvature, concave Easterly, thence Southerly a distance of 137.97 feet along the arc of said curve to the left having a central angle of 15°30'00", a radius of 510.00 feet, a chord bearing of South 16°51'49" East and a chord distance of 137.55 feet to a point of reverse curvature, concave Westerly, thence Southeasterly a distance of 115.45 feet along the arc of said curve to the right having a central angle of 13°30'00", a radius of 490.00 feet, a chord bearing of South 17°51'49" East and a chord distance of 115.19 feet to a point of reverse curvature, concave Easterly, thence Southerly a distance of 111.26 feet along the arc of said curve to the left having a central angle of 12°30'00", a radius of 510.00 feet, a chord bearing of South 17°21'49" East and a chord distance of 111.04 feet to a point of reverse curvature, concave Westerly, thence Southeasterly a distance of 110.46 feet along the arc of said curve to the right having a central angle of 12°55'00", a radius of 490.00 feet, a chord bearing of South 17°09'19" East and a chord distance of 110.23 feet to a point of reverse curvature, concave Easterly, thence Southerly a distance of 73.43 feet along the arc of said curve to the left having a central angle of 08°15'00", a radius of 510.00 feet, a chord bearing of South 14°49'19" East and a chord distance of 73.37 feet to a point of reverse curvature, concave Westerly, thence Southerly a distance of 97.83 feet along the arc of said curve to the right having a central angle of 09°30'00", a radius of 590.00 feet, a chord bearing of South 14°11'49" East and a chord distance of 97.71 feet to a point of reverse curvature, concave Easterly, thence Southerly a distance of 51.26 feet along the arc of said curve to the left having a central angle of 13°59'11", a radius of 210.00 feet, a chord bearing of South 16°26'24" East and a chord distance of 51.14 feet to the curve's end and the POINT OF BEGINNING.

The above description being accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 10.1952 acres more or less.

Bearings refer to the Mercator Grid System of the East zone of Florida and locally referenced to the North right-of-way line of Sea Colony Drive near State Road A-1-A being South 77°42'00" West.

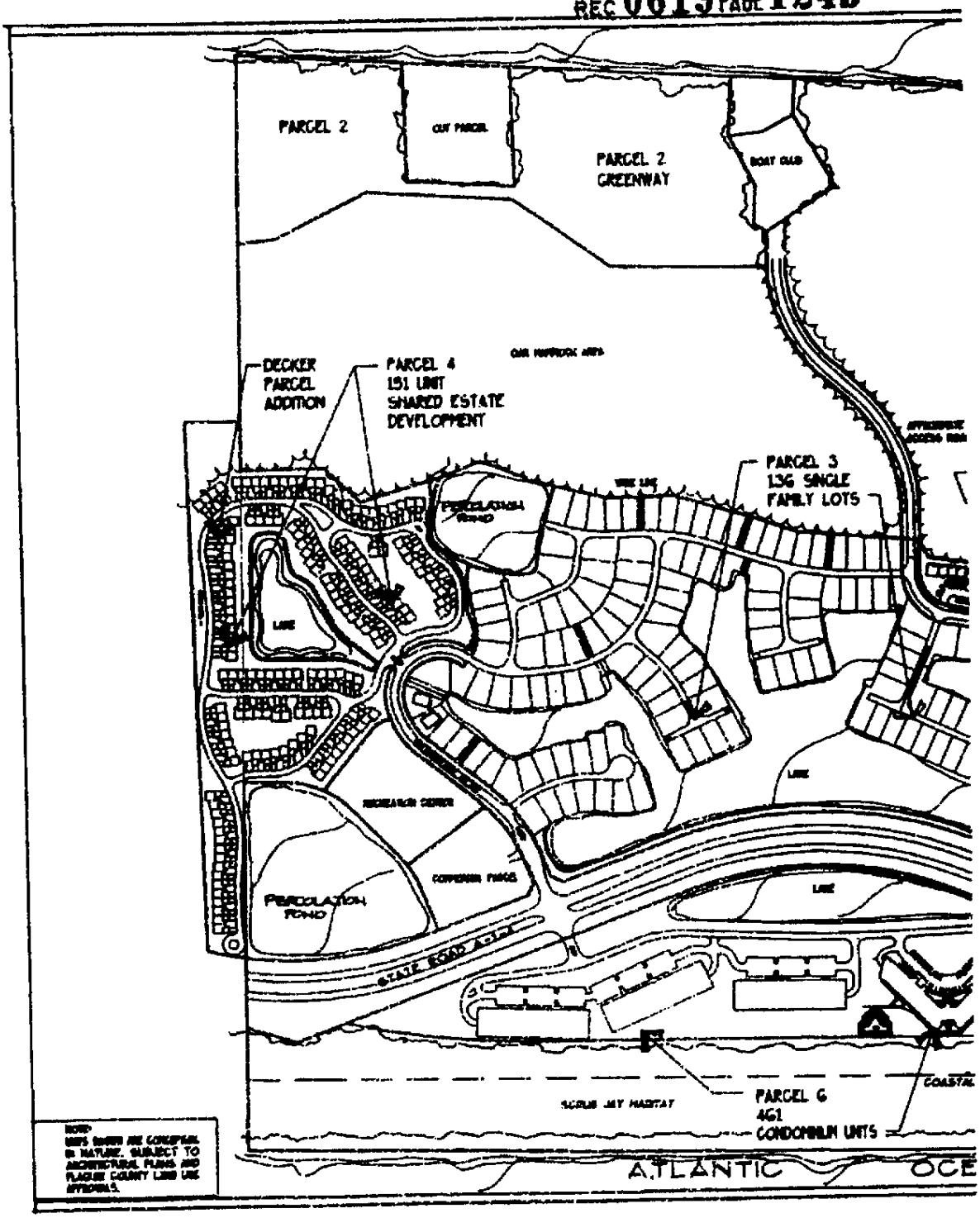


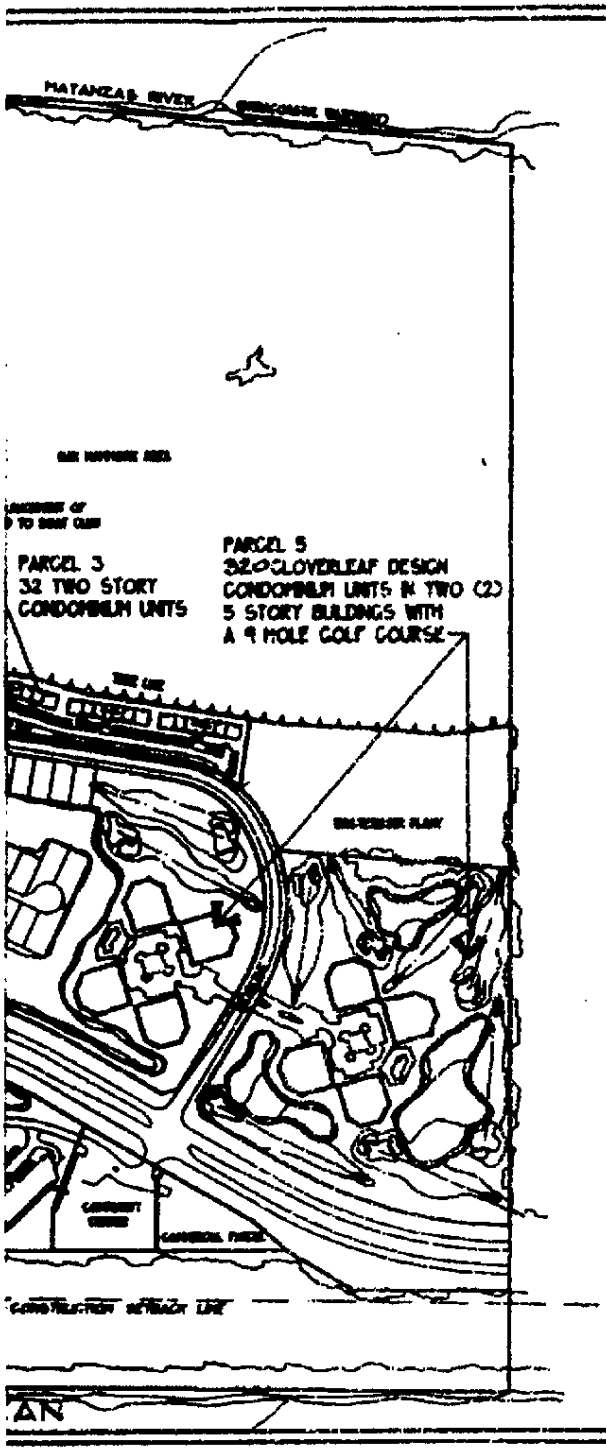
SKETCH OF LEGAL DESCRIPTION

BEING A PORTION OF
THE SUBDIVISION PLAT DEAUVILLE BEACH,
RECORDED IN MAP BOOK 5, PAGE 73,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

EXHIBIT A-2 SHEET 4 OF 4

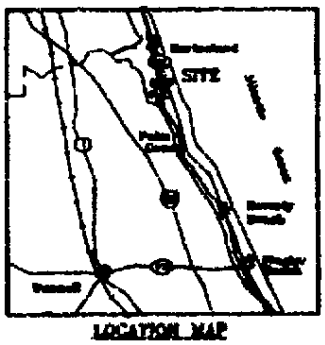
PARCEL 711


PARCEL 2
PARCEL 2
GREENWAY
DECKER
PARCEL
ADDITION
PARCEL 4
151 UNIT
SHARED ESTATE
DEVELOPMENT
PARCEL 3
136 SINGLE
FAMILY LOTS
PERCOLATION
POND
LAKE
PERCOLATION
POND
STATE ROAD A1A
PARCEL 6
461
CONDOMINIUM UNITS
ATLANTIC
OCE



MATANZAS SHORES NORTH REVISED MASTER PLAN

N



LOCATION MAP

CLUSTER DATA

CLUSTER NUMBER	NUMBER OF DWELLING UNITS	DENSITY RANGE	CLUSTER DENSITY
1 *	550 UNITS *	6 - 12 *	7.4*
2	0 UNITS		
3	166 UNITS	6 - 12	3.8
4	151 UNITS	6 - 12	7.7
5	320 UNITS	12 - 20	13.7
6	461 UNITS	12 - 25	22.8
TOTAL	1450 UNITS		

* SEA COLONY

DATE: 4/1/98

EXHIBIT B

GEE & JENSON

Job No. 97-153
February 10, 1998

OFF REC 0619 PAGE 1245

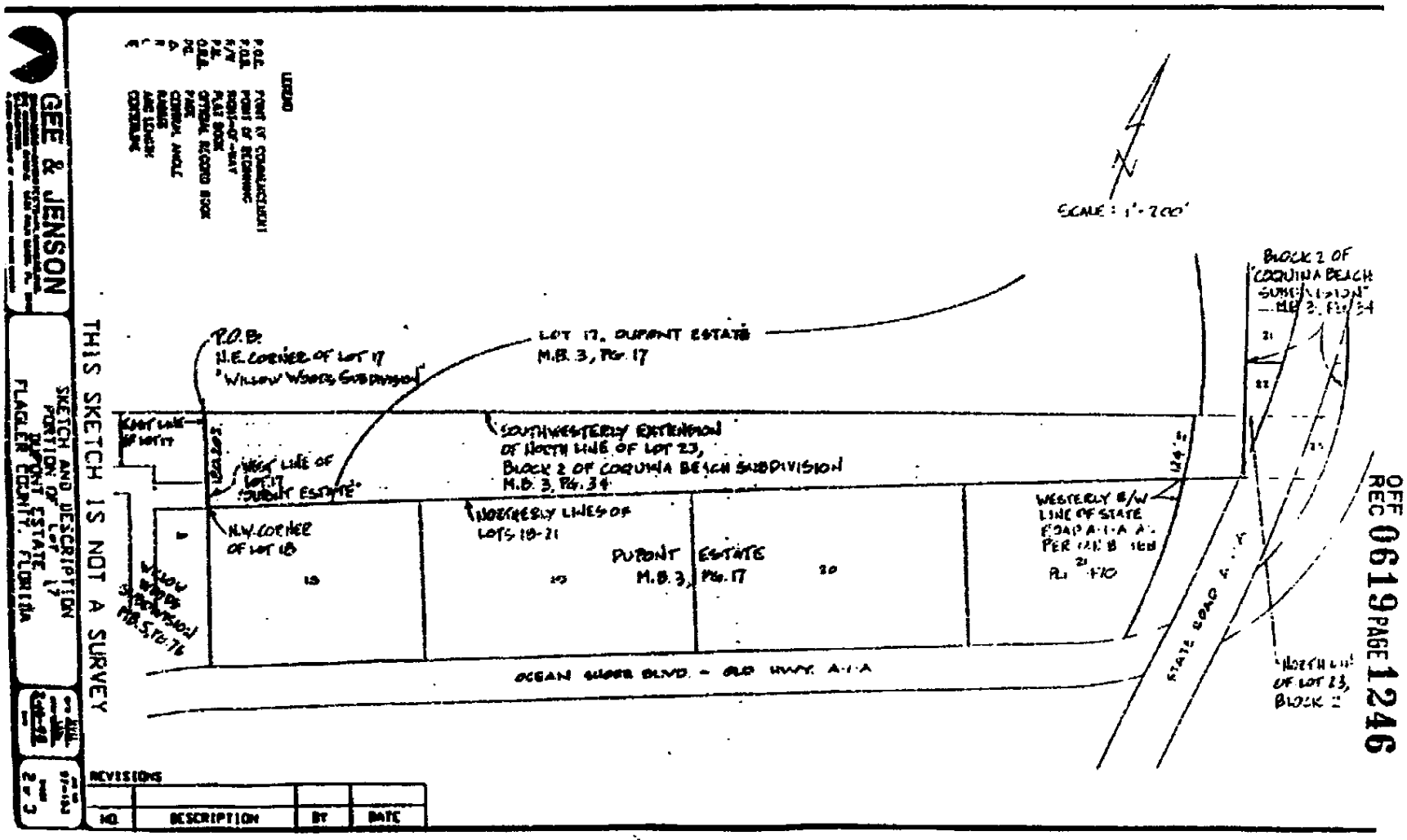
DESCRIPTION
PORTION OF LOT 17 OF DUPONT ESTATE

A PORTION OF LOT 17 OF "DUPONT ESTATE" AS RECORDED IN MAP BOOK 3, PAGE 17, OF THE PUBLIC RECORDS IN AND FOR FLAGLER COUNTY, FLORIDA LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS RECORDED IN OFFICIAL RECORD BOOK 388 PAGE 470 OF THE SAID PUBLIC RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 17 OF "WILLOW WOODS SUBDIVISION" AS RECORDED IN MAP BOOK 5, PAGE 76, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA ALSO BEING A POINT ON THE WEST LINE OF SAID LOT 17, "DUPONT ESTATE" THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 17 OF "WILLOW WOODS SUBDIVISION" AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 160.20 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 18, OF SAID "DUPONT ESTATE"; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 18 AND THE NORTHERLY LINE OF LOT 19, LOT 20 AND LOT 21, OF SAID "DUPONT ESTATE", TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 124 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 23, BLOCK 2, OF "COQUINA BEACH SUBDIVISION" AS RECORDED IN MAP BOOK 3, PAGE 34 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 23 TO THE SAID NORTHEAST CORNER OF LOT 17, OF "WILLOW WOODS SUBDIVISION" AND THE POINT OF BEGINNING

EXHIBIT C

E: 97153/SURVEY/SKETCH&DESC/DUPONT.DWG



GEE & JENSON

SKETCH AND DESCRIPTION OF A PORTION OF DUPONT ESTATE
FLAGLER COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	BY	DATE

SHEET 2 of 3

OFF REC 0619 PAGE 1246

NOTES

1) This is NOT a survey but only a graphic depiction to accompany the description shown hereon. There has been no field work, on-site inspection of the subject property or monuments set in connection with the information shown hereon.

2) Dimensions shown hereon are in feet and decimal parts thereof and are based on the definition of a foot as adopted by the United States Bureau of Standards and refer to the horizontal plane.

3) The sketch and description shown hereon was prepared without the benefit of a title examination or search and is based on information provided by the Client and/or agents of the Client. subsequently the undersigned and Gee & Jenson Engineers-Architects-Planners, Inc. make no representations or guarantees as to the information reflected hereon pertaining to Easements, Rights-Of-Way, Setback lines, Reservations, Restrictions, Agreements and other similar matters which should be obtained and confirmed by others through appropriate title verification

4) There may be documents recorded in the Public Records that benefit or encumber the lands shown hereon that are not shown on this sketch and description.

5) There may be existing Agreements, Easements, Rights-Of-Way, Restrictions, Reservations and other similar matters that are not recorded in the Public Records which may affect the lands shown on this sketch and description.

CERTIFICATION

I hereby certify that this sketch and description was made under my responsible charge and was prepared in accordance with the Minimum Technical Standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

For the firm of Gee & Jenson Engineers-Architects-Planners, Inc. Florida Certificate of Authorization number LB2934

JAMES A. DAVIS
Professional Surveyor and Mapper
Florida License number LS4609

This sketch and description is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

THIS SKETCH IS NOT A SURVEY

REVISIONS			
NO.	DESCRIPTION	BY	DATE

GEE & JENSON

SKETCH AND DESCRIPTION
PORTION OF LOT 17
DUPONT ESTATE
FLAGLER COUNTY, FLORIDA

JOB NO. 97-163
SHEET 3 of 3

E: PROJECT NUMBER/FILE LOCATION

PREPARED BY:
Chiumento & Associates, P.A.
4B Old Kings Road North
Palm Coast, Florida 32137

Inst No:2002002990 Date:01/24/2002
Doc Stamp-Deed : 0.70
GAIL WADSWORTH, FLAGLER Co. Time:15:32:34
Book: 797 Page: 144 Total Pgs: 4

DRAINAGE EASEMENT

THIS GRANT OF EASEMENT, made this 24 day of January, 2002, between PALM COAST BLUE WATER INTERNATIONAL CORPORATION (Grantor) and **MATANZAS SHORES OWNERS' ASSOCIATION, INC., a Florida not for profit corporation (Grantee),** whose post office address is P.O. Box 352572, Palm Coast, FL 32135.

W I T N E S S E T H

WHEREAS, Grantor wishes to grant to Grantee, a drainage easement over and through the property described in Exhibits A and B.

NOW THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the Grantor and Grantee agree as follows:

1. Grantor hereby grants to the Grantee a non-exclusive easement for the purpose of drainage upon and across that certain property situated in the County of Flagler and State of Florida, more particularly described in Exhibits A and B and made a part hereof.

2. The Grantor reserves unto itself the right to use the easement or to grant other easements thereon, for any purpose not inconsistent with Grantee's use, occupation or enjoyment thereof. Grantor further reserves the right to relocate all or portions, of the easement and any drainage structure on the easement from time to time. Grantor may exercise this right at any time, upon written notice to the Grantee, by providing an alternate easement comparable in function to the easement granted herein and, if the portion of the present easement to be relocated contains a drainage ditch or other structure, constructing on the alternate easement any structure needed to make the alternate easement function in the same manner as the portion of the present easement being relocated. Upon recording the alternate easement in the public records, such portion of the present easement as has been relocated shall automatically be released, without further action by either party. Grantee agrees, however, to execute in a timely manner any documents required to establish or acknowledge the release of the present easement in accordance with this paragraph that Grantor may request. Any relocation of the present easement under this paragraph shall be accomplished at Grantor's expense.

3. Grantee agrees, as a condition of the grant of this easement, that maintenance of any drainage structures or improvements located on Exhibit A for drainage purposes shall be at Grantee's expense.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Drainage Easement this 24 day of January, 2002.

Signed, sealed and delivered in the presence of:

PALM COAST BLUE WATER INTERNATIONAL CORPORATION

By: _____ (SEAL)
_____ as Vice President, Grantor
Address: 21 Old Kings Road N., Suite B101
Palm Coast, FL 32137

_____
Witness Signature
Printed Name: Gary Robinson

_____
Witness Signature
Printed Name: BARBARA J. HOARD

STATE OF FLORIDA
COUNTY OF FLAGLER

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared William HARKINS as Vice President of Palm Coast Blue Water International Corporation, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person: driver's license; and that an oath (was)(was not) taken.
PERSONALLY KNOWN TO ME

Witness my hand and official seal in the County and State last aforesaid this 24 day of January, 2002.

[Notary Seal]

My Commission Number/Expires:

JUDITH KINCAID
MY COMMISSION EXPIRES June 26, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC
Printed Name: JUDITH KINCAID

REC 0797 PAGE 0146

LEGEND :

o - 4" x 4" Concrete monument found

■ - 4" x 4" Concrete monument #2238 found

• - 5/8" Iron rod and cap #2379 found

GENERAL NOTES :

This is not a boundary survey. This is a sketch of legal description to show that proposed stormwater drainage easement, being a portion of Parcels 6-B and 6-C, Matanzas Shores, Section 38, Township 10 South, Range 31 East.

This sketch not complete without both sheets 1 and 2.

Bearings are assumed, based on the easterly right-of-way line for State Road A-1-A shown hereon, bearing N 41°23'47" W. Said bearing taken from the State of Florida Department of Transportation Right-Of-Way Maps for relocated A-1-A, being Section 73030 - Misc. (2), sheets 1 thru 4, dated 3-14-89.

This sketch and plat not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

There may be additional restrictions and/or other matters not shown hereon that may be found in the public records of Flagler County, Florida.

LEGAL DESCRIPTION FOR PROPOSED STORMWATER DRAINAGE EASEMENT:

(PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 203.93 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 308.30 FEET ALONG SAID CURVE TO THE RIGHT (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 04°23'39", A RADIUS OF 4020.00 FEET, A CHORD BEARING OF SOUTH 19°57'27" EAST, AND A CHORD DISTANCE OF 308.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17°45'38" EAST, 281.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 75.74 FEET ALONG SAID CURVE TO THE LEFT (CONCAVE NORTH-EASTERLY), HAVING A CENTRAL ANGLE OF 10°12'38", A RADIUS OF 425.00 FEET, A CHORD BEARING OF SOUTH 22°51'57" EAST, AND A CHORD DISTANCE OF 75.64 FEET TO A POINT THEREIN; THENCE SOUTH 62°01'44" WEST, DEPARTING SAID CURVE, A DISTANCE OF 89.05 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE NORTH 41°23'47" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATE:
This is to certify that the plat delineated hereon [illegible] the Minimum Technical Standards per Chapter 61G17-6, [illegible] pursuant to section 472.027 of the Florida Statutes.

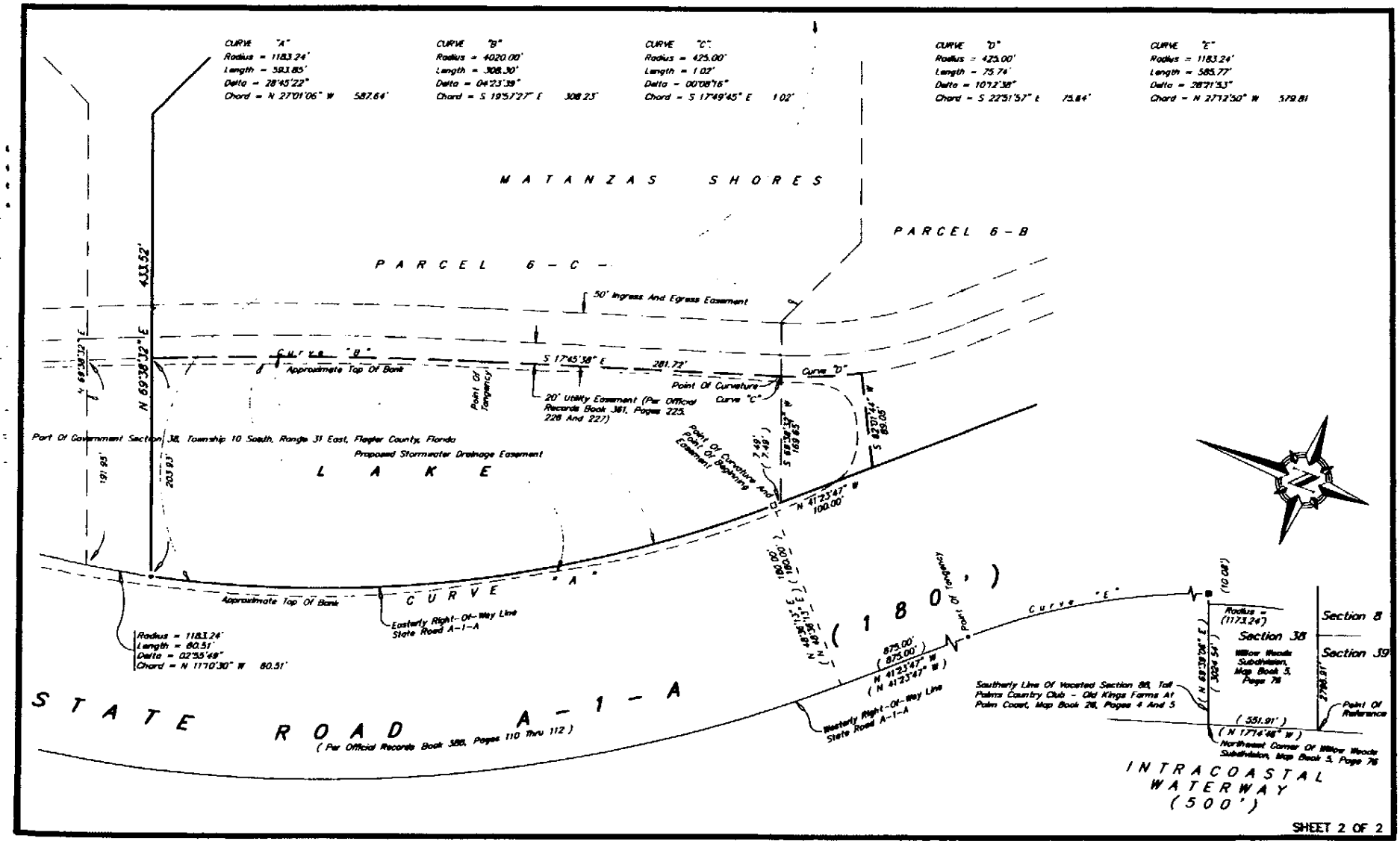
18 January, 2002
(Field Date)

[illegible] 5602

LOCATION: SECTION 38, T 10 S, R 31 E, MATANZAS SHORES			
PREPARED FOR:	PARTY CHIEF: BRYAN E. FRIES	SCALE: 1" = 20'	
BAY COMMUNITIES 21 OLD KINGS ROAD NORTH, SUITE B101 PALM COAST, FLORIDA	DRAWN BY: RANDY REUILLE JR.	JOB NUMBER: 845-2002	
	CHECKED BY: BRYAN E. FRIES	FILE NUMBER: L02-2002	

J. B. FRIES AND ASSOCIATES, INC.
Professional Surveyor And Mapper
1042 North U.S. Highway 1
Suite B
Ormond Beach, Florida 32174
Phone/Fax (386) 671-1700
Flagler (386) 517-0517

REC 0797 PAGE 0147



SHEET 2 OF 2

Inst No:2002010249 Date:03/18/2002
Doc Stamp-Deed : 0.70
GAIL WADSWORTH, FLAGLER Co. Time:13:39:00
Book: 809 Page: 1273 Total Pgs: 11

CONSERVATION EASEMENT

OFF REC 0809 PAGE 1273

THIS DEED OF CONSERVATION EASEMENT, is given this 22nd day of February, 2002 by MATANZAS SHORES OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation whose mailing address is P.O. Box 352572, Palm Coast, FL 32135 ("Grantor") to the Florida Fish and Wildlife Conservation Commission, a public entity of the State of Florida, with its principal office at 620 South Meridian Street, Tallahassee, FL 32399-1600 ("Grantee").

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Flagler County, Florida hereinafter referred to as the "Property", more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor desires to protect and conserve certain upland preserve areas; and

WHEREAS, the Grantor, in consideration of the consents of the Grantee to Permit No. FLG 11 issued by the Grantee on 28 February 2002 ("Permit") in favor of the Grantor for the incidental take of listed wildlife species, is required to grant and secure the enforcement of a perpetual conservation easement as defined in Section 704.06 Florida Statutes, over the Property.

NOW THEREFORE, consistent with the issuance of the Permit, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit "A", attached and incorporated herein by reference, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

1. The scope, nature, and character of this conservation easement is to ensure that protected and/or uplands preserve areas shall be used as conservation areas pursuant to Section 704.06, Florida Statutes, consistent with the Property's Habitat Management Plan, dated February 22, 2002 ("Plan"). A copy of the Plan is attached hereto as Exhibit "B", and incorporated herein by reference. To carry out this purpose the following rights are conveyed to the Grantee by Grantor through this easement:

a. To enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors or assigns, in a manner that shall not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor, its heirs, successors or assigns at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement as set forth in Section 704.06, Florida Statutes. Unless expressly authorized under Exhibit B, the following are prohibited activities:

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

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

c. Removal or destruction of trees, shrubs, or other vegetation.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

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

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

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

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

i. Alternation of the preserve areas except in compliance with the Plan.

3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

4. Grantor agrees to bear all reasonable costs related to the operation, upkeep and maintenance of the Property.

5. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

6. Grantor intends that enforcement of the terms and provisions of the conservation easement and the Plan shall be at the discretion of Grantee and that any forbearance on behalf of

Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

7. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes. Not later than thirty (30) days after recordation in the Public Records of Flagler County, Florida of title to the property which is the subject of this easement, Grantor agrees to give written notice to Grantee of such transfer.

8. If any provision of this conservation easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this conservation easement, and the applications of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

9. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest, at the addresses above set forth or such new addresses as either party may in writing deliver to the other.

10. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns.

11. Grantor agrees that if the Property is subject to a mortgage or any form of security, Grantor shall provide documentation to verify that such mortgage or security interest is subordinate to this Conservation Easement and such verification shall be provided and recorded prior to execution of this easement.

12. This Easement shall be recorded in the same manner as any other instrument asserting title to real property.

TO HAVE AND TO HOLD unto Grantee, its respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this easement shall not only be binding upon Grantor but also its agents, personal representatives, heirs, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Name: GREG RASMUSSEN

Name: LANNY KINCAID

MATANZAS SHORES OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: William Harkins
Title: PRES

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 22 day of February, 2002 by William Harkins, the PRESIDENT of Matanzas Shores Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. The above-named individual is personally known to me or produced _____ as identification and ~~did not take an oath~~.

JUDITH KINCAID
MY COMMISSION EXPIRES June 26, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public - State of Florida
Commission No: CC 949198
Commission Expires: 6-26-04

GRANTEE'S ACCEPTANCE

The Florida Fish and Wildlife Commission hereby approves the foregoing ~~Deed of~~ Conservation Easement and agrees to all of the terms and provisions thereof.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

The following legal description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.
Date: October 13, 1994.

Scrub Jay Habitat / Conservation Lands, Matanzas Shores.

LEGAL DESCRIPTION:

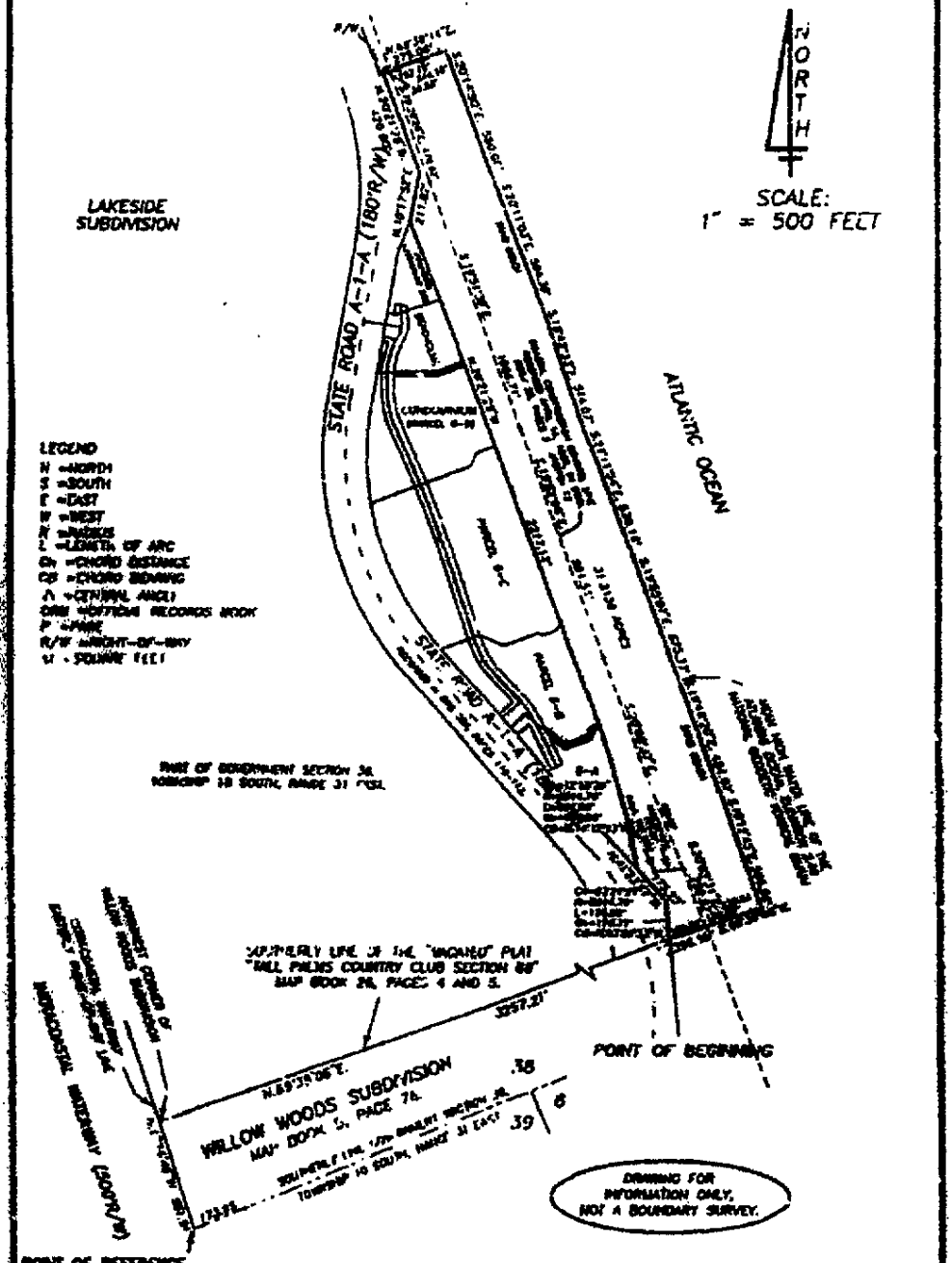
A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE being the intersection of the Southerly line of said Government Section 38 with the Easterly right-of-way of the Intracoastal Waterway (500'R/W); thence North 17°14'46" West along said right-of-way a distance of 551.91 feet to a Point being the Northwest corner of "Willow Woods Subdivision" recorded in Map Book 5, Page 76, thence departing said Intracoastal Waterway North 69°39'06" East along the common boundary of said "Willow Woods" and said "Section 88, Palm Coast" a distance of 3257.21 feet to a Point on a curve on the Easterly right-of-way line of State Road A-1-A (R/W varies) said Point being the POINT OF BEGINNING of this description, thence departing the Southerly boundary line of Section 88 Northerly 170.80 feet along said right-of-way and curve to the left having a central angle of 03°21'27", a radius of 2914.79 feet, a chord bearing of North 03°29'33" West and a chord distance of 170.77 feet thence departing said curve North 41°23'47" West a distance of 175.23 feet to a Point on a curve, thence Northerly 604.66 feet along a curve to the left (concave Westerly) having a central angle of 12°18'29", a radius of 2814.79 feet, a chord bearing of North 14°12'13" West and a chord distance of 603.50 feet to a Point of tangency, thence North 20°21'28" West a distance of 2217.12 feet to a Point on the Easterly right-of-way line of State Road A-1-A, thence North 10°17'52" East along said right-of-way a distance of 211.82 feet thence North 20°21'28" West a distance of 420.80 feet to a Point on the Northerly boundary line of said Subdivision Section 88, thence departing State Road A-1-A North 69°39'14" East a distance of 275.06 feet to a point on the Mean High Water Line of the Atlantic Ocean, thence Southerly along said Mean High Water Line the following courses, South 20°14'50" East a distance of 559.00 feet, thence South 20°11'03" East a distance of 584.39 feet, thence South 18°42'33" East a distance of 514.07 feet, thence South 21°11'54" East a distance of 538.16 feet, thence South 19°55'07" East a distance of 575.33 feet, thence South 19°48'29" East a distance of 484.87 feet, thence South 18°12'45" East a distance of 500.96 feet, thence departing said Mean High Water Line South 69°39'06" West along the Southerly boundary of said Subdivision Plat Section 88 a distance of 396.85 feet to the POINT OF BEGINNING.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 31.2130 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of Government Section 38, Township 10 South, Range 31 East, being North 67°46'01" East.



SKETCH OF LEGAL DESCRIPTION

SCRUB JAY PRESERVE, MATANZAS SHORES.
A PARCEL OF LAND LYING WITHIN
GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

REVISION	
REVISION	
REVISION	
DRAWN BY C. ROESCH	OCTOBER 13, 1984
ACAD-18MAY.DWG	EXHIBIT "A" SHEET 2 OF 4

PREPARED BY: PALM COAST ENGINEERING AND DESIGN SERVICES INCORPORATED
5 HAMGROVE GRADE, PALM COAST, FLORIDA 32051
904-445-6280

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.
Date; October 13, 1994.

Hammock Parcel / Conservation lands, Matanzas Shores.

A parcel of land lying in Government Section 38, Township 10 South, Range 31 East, being a portion of the "Subdivision Plat Section 88, Palm Coast" Recorded in Map Book 26, Pages 4 and 5 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the intersection of the Southerly line of said Government Section 38 extended Westerly to the Easterly right-of-way of the Intracoastal Waterway (500'R/W), thence North 17°14'46" West along said right-of-way 551.91 feet to a Point being the Northwest corner of "Willow Woods Subdivision" recorded in Map Book 5, Page 76, thence departing said Intracoastal Waterway North 69°39'06" East along the common boundary of said "Willow Woods" and said "Section 88, Palm Coast" 634.85 feet to the POINT OF BEGINNING or the following description, thence departing said boundary North 27°44'00" West a distance of 120.10 feet, thence North 47°18'08" West a distance of 339.54 feet, thence North 16°58'50" West a distance of 479.79 feet, thence North 67°46'01" East a distance of 445.21 feet, thence North 19°56'16" West a distance of 2091.94 feet, thence South 69°39'14" West a distance of 668.95 feet to a Point on the Mean High Water Line (elevation 1.34 National Geodetic Vertical Datum) of the Easterly shore of the Matanzas River, thence along said Mean High Water Line as interpolated by elevation the following courses thence North 07°36'30" West a distance of 88.37 feet, thence North 04°41'14" East a distance of 149.03 feet, thence North 15°21'39" West a distance of 257.34 feet, thence North 05°42'44" West a distance of 74.84 feet to a Point on the Northerly boundary line of said Section 88, Map Book 26, Pages 4 and 5, said Point having an elevation of 1.45 feet National Geodetic Vertical Datum, thence departing the Matanzas River North 69°39'14" East along the Northerly boundary line of said Section 88 a distance of 1445.95 feet, thence South 27°56'43" East a distance of 184.38 feet, thence South 15°44'20" East a distance of 729.20 feet, thence South 18°10'12" East a distance of 205.50 feet, thence South 11°38'34" East a distance of 541.07 feet, thence South 03°11'58" East a distance of 161.12 feet, thence South 13°39'48" East a distance of 189.07 feet, thence South 37°11'05" West a distance of 58.85 feet, thence South 05°53'57" East a distance of 61.92 feet, thence South 16°09'45" East a distance of 343.35 feet, thence South 00°58'56" East a distance of 175.68 feet, thence South 04°02'06" East a distance of 142.83 feet, thence South 21°56'42" East a distance of 221.43 feet, thence South 06°54'13" East a distance of 226.07 feet, thence South 00°32'35" West a distance of 208.59 feet, thence South 42°47'07" East a distance of 125.54 feet, thence South 37°11'25" East a distance of 290.81 feet, thence South 23°14'42" West a distance of 163.43 feet, thence South 21°13'05" East a distance of 272.50 feet to a Point on the Southerly boundary line of Section 88, thence South 69°39'06" West along said boundary line a distance of 753.95 feet to the POINT OF BEGINNING.

Subject to an easement to the Florida Department of Natural Resources being a strip of land two (2) feet in width lying Easterly of, adjacent and parallel to the Mean High Water Line of the Matanzas River.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 74.3480 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of Government Section 38, Township 10 South, Range 31 East, being South 67°46'01" West.

LEGEND
N =NORTH
S =SOUTH
E =EAST
W =WEST
R =RADIUS
L =LENGTH OF ARC
Ch =CHORD DISTANCE
CB =CHORD BEARING
Δ =CENTRAL ANGLE
R/W =RIGHT-OF-WAY

NORTH

SCALE.
1" = 500 FEET

VACANT LAND

LAKESIDE SUBDIVISION

43.7152 Ac

MATANZAS RIVER

INTRACOASTAL WATERWAY (500'R/W)

VACANT LAND

UTILITY PARCEL

43.7152 Ac

74.3480 ACRES
HAMMOCK / CONSERVATION

43.7152 Ac

TYPICAL ACRES

10

1

POINT OF BEGINNING

38

39

WILLOW WOODS SUBDIVISION

POINT OF REFERENCE

DRAWING FOR INFORMATION ONLY, NOT A BOUNDARY SURVEY.

SKETCH OF LEGAL DESCRIPTION

HAMMOCK PARCEL / CONSERVATION LANDS AT MATANZAS SHORES
BEING A PARCEL OF LAND LYING WITHIN
GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

REVISION		PREPARED BY: PALM COAST ENGINEERING AND DESIGN SERVICES INCORPORATED 15 HARGROVE GRADE, PALM COAST, FLORIDA 32051
REVISION		
REVISION		
DRAWN BY C. ROESCH	OCTOBER 13, 1994	
ACAD-46HAM1.DWG	EXHIBIT "A" SHEET 4 OF 4	904-446-8250

Exhibit B

Matanzas Shores DRI
Beach-side Preserve Management Plan

Preserve Area Description

The scrub area previously preserved during the DRI approvals consists of approximately 31 acres. Approximately 19.4 acres is coastal scrub which runs north and south adjacent to the beach dune. The coastal scrub area supports palmetto with at least 15% scrub oaks. Additionally, approximately 6.4 acres of the old SR A1A roadbed is included in the preserve. Over the years, several species of cacti (*Opuntia* sp.), a favorite food for the gopher tortoise, have colonized this grassy road bed. The remainder of the preserve (approximately 5 acres) includes the beach area from the toe of dune down to the mean high water line.

Habitat Management Objectives

There are three primary objectives for the additional management of the preserve area: mechanical thinning of the scrub habitat, the creation of additional isolated openings within the scrub and the replanting of scrub oaks on the old SR-A1A. Management of the preservation area will be done in perpetuity as required in the DO, regardless of whether jays stay in the area. Management activities have already begun in accordance with the existing Development Order. Initiation of the on-site mitigation beyond the scope of the original management plan will also be initiated to establish these improvements prior to the loss of any existing habitat to minimize impacts to the scrub-jays.

Mechanical Thinning of the Scrub

Currently, the scrub within the preserve is overgrown with thick patches of saw palmetto with few sandy breaks that are beginning to fill in with vegetation. Some portions of the preserve area need to be managed to be considered optimal scrub-jay habitat. In order to increase the mix of open ground and patches of oak through management, the preserve area should be divided into three management cells including the newly exposed SR-A1A roadbed.

These cells will be divided by the existing dune walkovers. Cell 1 will be the southern most cell, Cell 2 will be the middle cell, and Cell 3 will be the northern most cell (See Mitigation Plan, Figure 5, Appendix A). Initially, Cell 3 will be mechanically thinned with a roller chopper. In three (3) years, Cell 2 would then be thinned, and in another three (3) years Cell 1 would be thinned. This rotation was chosen because the Cell1 habitat is still in good condition which is why the jays are currently utilizing this area for nesting. The management rotation will serve to create successional stages within the preservation area

scrub. Once the first sequence is complete, the rotating sequence shall be every ten years (i.e. Cell 3 would be thinned again in 2012, Cell 2 would be thinned again in 2015, and Cell 1 in 2018) as outlined in the Maintenance Schedule, below. In addition, seven openings the width of the roller chopper or gyro-trac performing the thinning will be spaced evenly in Cells 1 and 2 during the management of Cell 3 to further open the habitat for gopher tortoises.

This plan would provide for a variety of habitat stages that will benefit the scrub-jays and any other protected species with the potential to occur in coastal scrub habitat as well as all other species of wildlife. Prior to mechanical treatment with a roller chopper, the applicant will have a survey for listed species and nests performed. If species such as gopher tortoise or indigo snake are found the mechanical treatment will be halted until they move out of the cell.

Maintenance Schedule

Phase I Maintenance:

Wherever possible, the larger healthy scrub oaks, myrtles and palms will be left undisturbed. All other areas will be maintained with a roller chopper or gyro-trac. Additional open sandy areas of 0.1 acre will be added to each cell, and a 15' to 20' buffer between the dune (CCCL) and maintenance area as well as any large oaks, myrtles and palms near the existing condo building and clubhouse will not be thinned.

Cell#3 - Thin and create open spaces and thin 7 transects in Cells 1and 2 by March 2002
Cell#2 - Thin and create open spaces by March 2005
Cell#1 - Thin and create open spaces by March 2008

Phase II Follow-up Maintenance:

Cell#3 - Re-thin and maintain open spaces and existing fire access cuts by March 2012
Cell#2 - Re-thin and maintain open spaces and existing fire access cuts by March 2015
Cell#1 -Re-thin and maintain open spaces and existing fire access cuts by March 2018

Scrub Restoration and Creation of New Sandy Areas

In the old SR A1A roadbed, grass will be removed in three 0.10 acre areas, one in each cell, while the rest of the old roadbed will be planted with scrub oaks (see planting schedule, below). The oaks will be planted in small islands or clumps that will be spaced evenly through the roadbed. Leaving the grass in the areas to be planted will result in better survivability of the material to be planted and will continue to provide forage material for the resident gopher tortoise population.

In addition to the work in the old SR A1A roadbed, two small openings (approximately 0.10 acre each) will be cleared in each of the three management areas using a small piece

of earthmoving equipment (see Mitigation Map). These areas will be cleared on the back side (west) of the dune to preserve the front dune integrity. This activity will be performed within 90 days of permit issuance.

Old SR A1A Roadbed Planting Schedule

Cell#3 - approximately 610 myrtle oaks in late winter/early spring 2003
Cell#2 - approximately 890 myrtle oaks in late winter/early spring 2006
Cell#1 - approximately 610 myrtle oaks in late winter/early spring 2009

Delineation of the Preserve Edge Before Construction

The western boundary of the preserve will be staked and roped off prior to land clearing to insure that no encroachment into the preserve will occur during construction. The staking will be temporary and removed after construction is completed.

Education

The Development Order requires that educational materials be distributed to educate residents about scrub-jays and their habits. Educational materials, currently available at the club house, have heightened residents= awareness of the scrub-jays. The educational measures will continue and be available to new residents (sample enclosed, Appendix E). Similar educational materials will be provided in the construction trailer during the construction of the project.

With the close proximity of the preserve, and the existing and proposed condominiums, there is a possibility of disturbing the scrub-jays within the preserve areas due to stray dogs and cats. The current management plan requires all pets to be maintained on leashes at all times. Any stray pets are to be removed by hand or trapped immediately. The Property Manager will notify Flagler County Animal Control when unleashed or stray pets are observed. Residents also provide self-policing of the development in this regard.

Inst No:2003016043 Date:03/25/2003
Doc Stamp-Deed : 0.70
GAIL WADSWORTH, FLAGLER Co. Time:15:39
Book: 910 Page: 1378 Total Pgs: 16

Prepared by and return to:
Robert Lee Shapiro, Esquire
Robert Lee Shapiro, P.A.
2401 PGA Boulevard, Suite 272
Palm Beach Gardens, FL 33410

OFF REC 0910 PAGE 1378

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 21st day of March, 2003 by Palm Coast Blue Water International II Corporation, a Florida corporation ("PCBWII"), with an address of 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32137 and Palm Coast Blue Water International Corporation, a Florida corporation ("PCBW"), with an address of 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32317. PCBWII and PCBW are hereinafter singularly referred to as "Owner" and collectively referred to as the "Owners". Upon submission of a Parcel to a condominium regime, the Condominium Association charged with the operation of the common elements of the condominium shall, thereafter and without further documentation, be substituted as the "Owner" of that Parcel. No condominium unit owner shall be deemed an Owner of a Parcel for any purposes hereunder.

RECITALS:

WHEREAS, PCBWII is the fee simple owner of that certain real property situated in Flagler County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Surf Club III Parcel");

WHEREAS, PCBW is the fee simple owner of certain real property located adjacent to the Surf Club III Parcel, being more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Surf Club II Parcel"). (The Surf Club III Parcel and the Surf Club II Parcel are sometimes collectively hereinafter referred to as the "Parcels" or individually as a "Parcel").

Each Parcel is subject to a site plan which has been approved by the applicable governmental authorities ("Site Plan"). A copy of each Site Plan is attached hereto as Composite Exhibit "C".

WHEREAS, each Owner desires to obtain from the other Owner certain non-exclusive easement rights for the purposes described below on, over, across and through the Parcels;

WHEREAS, the parties have agreed to grant said easement rights;

NOW THEREFORE, in consideration of the mutual covenants, benefits and agreements of the parties hereto and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, PCBWII and PCBW do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Easement Rights.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, each Owner hereby grants, establishes, covenants and agrees that its Parcel, and all Owners, unit owners, tenants or occupants of a Parcel and their respective employees, agents, contractors, invitees and licensees ("Permittee"), shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon each Parcel and all present and future Owners and Permittees:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed including, without limitation, the driveways as shown on the Site Plan, so as to provide for the passage of motor vehicles and pedestrians between all portions thereof intended for such purposes, and to and from all abutting streets or rights of way furnishing access.

There is no cross parking easements created by this Easement Agreement. Each Parcel shall be "self-parked" in accordance with all legal requirements.

(b) An easement upon, under, over, above and across each Parcel for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus ("Water Detention and Drainage Facilities") under and across those portions of each Parcel indicated on the Site Plan.

(c) An easement under and across each Parcel for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains

and other utility facilities ("Utility Facilities") necessary for the orderly development and operation of the improvements on each Parcel.

2.2 Utilization. Each of the foregoing easements, and rights appurtenant thereto, shall: (i) at all times be exercised in such a manner as not to interfere materially with the normal operation of the improvements constructed thereon; (ii) at all times be exercised in accordance with all permits and legal requirements; (iii) include the right of reasonable ingress and egress as may be required to maintain and operate the same. Notwithstanding the foregoing, except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry; and (iv) not encroach upon, or be placed under, any buildings or other vertical improvements constructed upon a Parcel.

Once constructed, any easement or facilities shall not be modified, altered, relocated or otherwise changed (except as necessary for normal repair and maintenance), without the prior written consent of all Owners affected thereby, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Easement Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

In addition to, or limitation of, as the case may be, the Easements created by this Agreement, in the event that the condominium survey or plat or other instrument of dedication further locates, identifies, creates or dedicates easements, the easements so located, identified, created or dedicated, shall be deemed to be easements created by this Agreement and enforceable in accordance with its terms.

2.3 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the driveways, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the driveways shall not be blocked, closed, altered, changed or removed (except as necessary for normal repair and maintenance) and shall at all times remain in place as shown on the Site Plan. There shall be maintained between such openings a smooth and level grade transition to allow the use of the driveways for pedestrian and vehicular ingress and egress as set forth above. No Owner or Permittee shall be permitted to maintain a fence, curbing, landscaping or other improvements which would otherwise block the openings and access points between the Parcels.

Once the Easement Facilities are installed pursuant to the easements granted above, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon such Easement Facilities, except as shown on the Site Plan. The Owner whose Parcel is encumbered or served by such Easement Facilities, may relocate such Easement Facilities with the prior written consent of the other Owner, which consent shall not be unreasonably withheld, delayed, conditioned or denied so long as the services to the other Owner's Parcel are not unreasonably interrupted.

Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the Parcel of any other Owner and its Permittees. In such case: (a) no affirmative monetary obligation shall be imposed upon the other Owner; and (b) such work shall be done at the sole cost and expense of the Owner performing same; and (c) the Owner performing the work shall repair any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

3. Term. This Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Clerk of the Public Records of Flagler County, Florida. The easement rights granted herein shall be perpetual, unless terminated by the mutual written consent of each Owner. Upon such termination, the parties hereby agree to execute a Termination of Easement, which shall be recorded in the Public Records of Flagler County, Florida.

4. Covenants to Run with Land. Unless otherwise terminated, this Agreement and all conditions, obligations and covenants set forth herein shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties, it being the intent hereof that the easements, rights and obligations set forth herein shall run with the land and follow the ownership of the Parcels. The Parcels shall be hereafter owned, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Agreement as hereinafter set forth. Except as otherwise provided herein, this Agreement shall at all times be prior and, therefore, superior to the lien or charge of any mortgage affecting the Parcels, and any foreclosure of any such mortgage shall be subject to all burdens, easement and covenants contained herein.

5. Amendment/Modification/Termination. The terms and conditions of this Agreement may be amended, modified, revised or terminated at any time by an instrument in writing, executed and acknowledged by all of the parties hereto or their successors or assigns, and recorded in the Public Records of Flagler County, Florida.

6. No Waiver. No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

7. No Termination For Breach. Notwithstanding anything contained herein to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8. All Legal and Equitable Remedies Available. In the event of a breach by any party of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained or for damages on account of any breach of this Agreement, the prevailing party after final adjudication shall be entitled to recover from any other party, in addition to any damages or other relief granted as a result of such action or proceeding, all costs and expenses of such action or proceeding and all its costs and reasonable attorneys' fees and expenses incurred in the preparation and prosecution of such action or proceeding, including but not limited to all costs, fees and expenses incurred at trial and all appellate levels.

10. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or

of limited or general partners or of joint venturers or of any other association between the parties.

11. Separability. Each provision of this Agreement are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be illegal, invalid or to be unenforceable or not to run with the land, such holding shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Agreement.

12. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

13. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

14. Bankruptcy. In the event of any bankruptcy affecting either party, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

16. No Rights in Public; No Implied Easements. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels.

17. Authority. PCBWII and PCBW each do hereby represent that it has the legal authority to enter into and execute this Agreement and to perform all of the obligations and duties herein.

18. Documentary Stamps. The parties hereby agree that Ten Dollars ($10.00) consideration has been paid in connection with the grant of this Agreement and accordingly, documentary stamps in connection with the recording of this Agreement shall be paid on said consideration.

IN WITNESS WHEREOF, PCBWII has executed this Agreement as of the date and year written below.

Signed, sealed and delivered in the presence of:

PCBWII:

Palm Coast Blue Water International II Corporation

By: _____
Valerie Kaan, President

_____
Name: ROBERT LEE SHAPIRO

_____
Name: June Emberton

STATE OF FLORIDA
COUNTY Of PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of March, 2003 by Valerie Kaan, as President of Palm Coast Blue Water International Corporation, a Florida corporation. She (X) is personally known to me or (___) has produced _____ as identification.

Robert Lee Shapiro
MY COMMISSION # CC990589 EXPIRES
March 18, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

_____
Notary Public
Name: _____
My Commission Expires: _____

PCBW:

Palm Coast Blue Water International II Corporation

By: _____
Valerie Kaan, President

_____
Name: ROBERT LEE SHAPIRO

_____
Name: June Emberton

STATE OF FLORIDA
COUNTY Of PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of March, 2003 by Valerie Kaan, as President of Palm Coast Blue Water International Corporation, a Florida corporation. She (X) is personally known to me or (___) has produced _____ as identification.

Notary Public
Name:_____
My Commission Expires:_____

Robert Lee Shapiro
MY COMMISSION # CC990389 EXPIRES
March 18, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT OF MORTGAGEE OF SURF CLUB III PARCEL

Mountain Funding, LLC, a North Carolina limited liability company ("Mortgagee"), having an address of 11600 N. Community House Road, Suite 250, Charlotte, NC 28277 is the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing given by Palm Coast Blue Water International II Corporation to Mortgagee dated December 9, 2002, and recorded December 26, 2002, in Official Records Book 0877, Page 0341, of the Public Records of Flagler County, Florida (the "Mortgage"), said Mortgage affecting that certain real property more fully described on Exhibit "A" attached to the Easement Agreement to which this Joinder and Consent is attached.

By its execution of this joinder and consent, Mortgagee does hereby join in the execution of the Easement Agreement (the "Agreement") for purposes of consenting thereto and subordinating its interest in the Mortgage to the Agreement.

Notwithstanding the foregoing, it is expressly understood and agreed that Mortgagee's consent to the Agreement shall in no way diminish the security interest in favor of Mortgagee created in the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in their name this 19 day of March, 2003.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature

MISTY ROCA
Print Name

Witness Signature

MICHAEL E ROVE
Print Name

Mountain Funding, LLC

By: _____
Print Name: PETER FIORETTI
Title: Chief Executive Officer

STATE OF NC)
) SS.
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 19 day of March, 2003, by Peter Fioretti, as Chief Executive Officer of Mountain Funding, LLC, a North Carolina limited liability company, on behalf of said company. He/She is personally known to me or who has produced NCDL as identification.

Nimish Patel

Notary Public-State of NC

Commission Number: —

Comm Exp - 11/7/04

JOINDER AND CONSENT OF MORTGAGEE OF SURF CLUB II PARCEL

USA COMMERCIAL MORTGAGE COMPANY, a Nevada corporation, ("Mortgagee"), having an address of 4484 South Pecos Road, Las Vegas, Nevada 89121 is the owner and holder of that certain [*Notice of Future Advance and Restatement, Consolidated and Amendment of Mortgage and Other Related Loan Documents*] given by Palm Coast Blue Water International Corporation, a Florida corporation to Mortgagee dated June 6, 2002 and recorded June 6, 2002, in Official Records Book 0829, Page 0263, of the Public Records of Flagler County, Florida (the "Mortgage"), said Mortgage affecting that certain real property more fully described on Exhibit "B" attached to the Easement Agreement to which this Joinder and Consent is attached.

By its execution of this joinder and consent, Mortgagee does hereby join in the execution of the Easement Agreement (the "Agreement") for purposes of consenting thereto and subordinating its interest in the Mortgage to the Agreement.

Notwithstanding the foregoing, it is expressly understood and agreed that Mortgagee's consent to the Agreement shall in no way diminish the security interest in favor of Mortgagee created in the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in their name this 18 day of March, 2003.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Witness Signature
Thomas Rondeau
Print Name

Witness Signature
Lynda Stewart
Print Name

USA Commercial Mortgage Company

By:
Print Name: Joseph D. Milanowski
Title: President

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 18 day of March, 2003, by Joseph D. Milanowski, as President of USA Commercial Mortgage Company, a Nevada corporation, on behalf of said company. He is personally known to me.

Amanda Stevens

AMANDA STEVENS
Notary Public State of Nevada
Appointment No. 02229371
My Appt. Expires Jan. 16, 2006

Notary Public-State of Nevada
Commission Number: 1-16-06

Exhibit A

SURF III

PARCEL #2 (PARCEL 6-A AND PART OF PARCEL 6-B MATANZAS SHORES

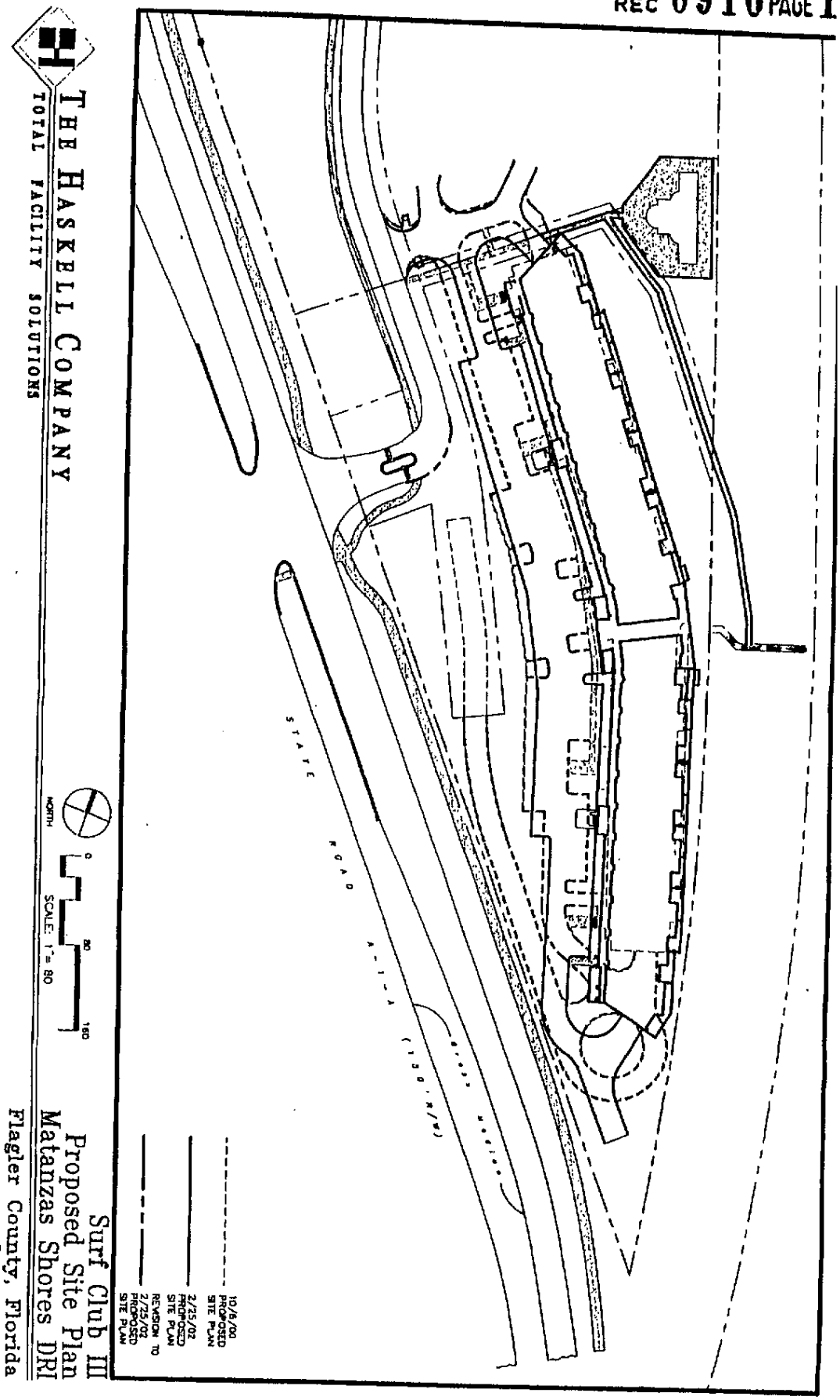
A parcel of land lying in Government Section 38, Township 10 South, Range 31 East, being a portion of the "SUBDIVISION PLAT SECTION 88, PALM COAST" recorded in Map Book 26, Pages 4 and 5 of the Public Records of Flagler County, Florida, being more particularly described as follows: A Point of Reference being the intersection of the Southerly line of said Government Section 38 extended Westerly to the Easterly right-of-way of the Intracoastal waterway (500' right-of-way), thence North 17 degrees 14' 46" West along said right-of-way 551.91 feet to a point being the Northwest corner of "WILLOW WOODS SUBDIVISION" recorded in Map Book 5, Page 76, thence departing said Intracoastal Waterway North 69 degrees 39' 06" East along the common boundary of said "WILLOW WOODS" and said "SECTION 88, PALM COAST" 3024.54 feet to a point on the Westerly right-of-way line of State Road A-1-A, recorded in Official Records Book 388, Pages 110 through 112, said point being on a curve, thence Northwesterly along said right-of-way 585.77 feet along a curve to the left (concave Westerly) having a central angle of 28 degrees 21' 53", a radius of 1183.24 feet, a chord bearing of North 27 degrees 12' 50" West and a chord distance of 579.81 feet to a point of tangency of State Road A-1-A, thence departing said point and Westerly right-of-way North 48 degrees 36' 13" East, 180.00 feet to a point on the Easterly line of said right-of-way and the Point of Beginning of this description, thence North 41 degrees 23' 47" West along said right-of-way a distance of 608.11 feet, thence departing said right-of-way North 50 degrees 22' 12" East a distance of 329.63 feet, thence North 17 degrees 25' 35" East a distance of 60.85 feet, thence North 69 degrees 38' 32" East a distance of 55.09 feet, thence South 20 degrees 21' 28" East a distance of 437.78 feet to a point on a curve, thence Southerly 604.66 feet along a curve to the right (concave Westerly) having a central angle of 12 degrees 18' 29", a radius of 2814.79 feet, a chord bearing of South 14 degrees 12' 13" East and a chord distance of 603.50 feet to a point on the Easterly line of said State Road A-1-A right-of-way, thence North 41 degrees 23' 47" West along said Easterly right-of-way line a distance of 335.72 feet to the Point of Beginning.

EXHIBIT "B"

SURF CLUB II LEGAL DESCRIPTION

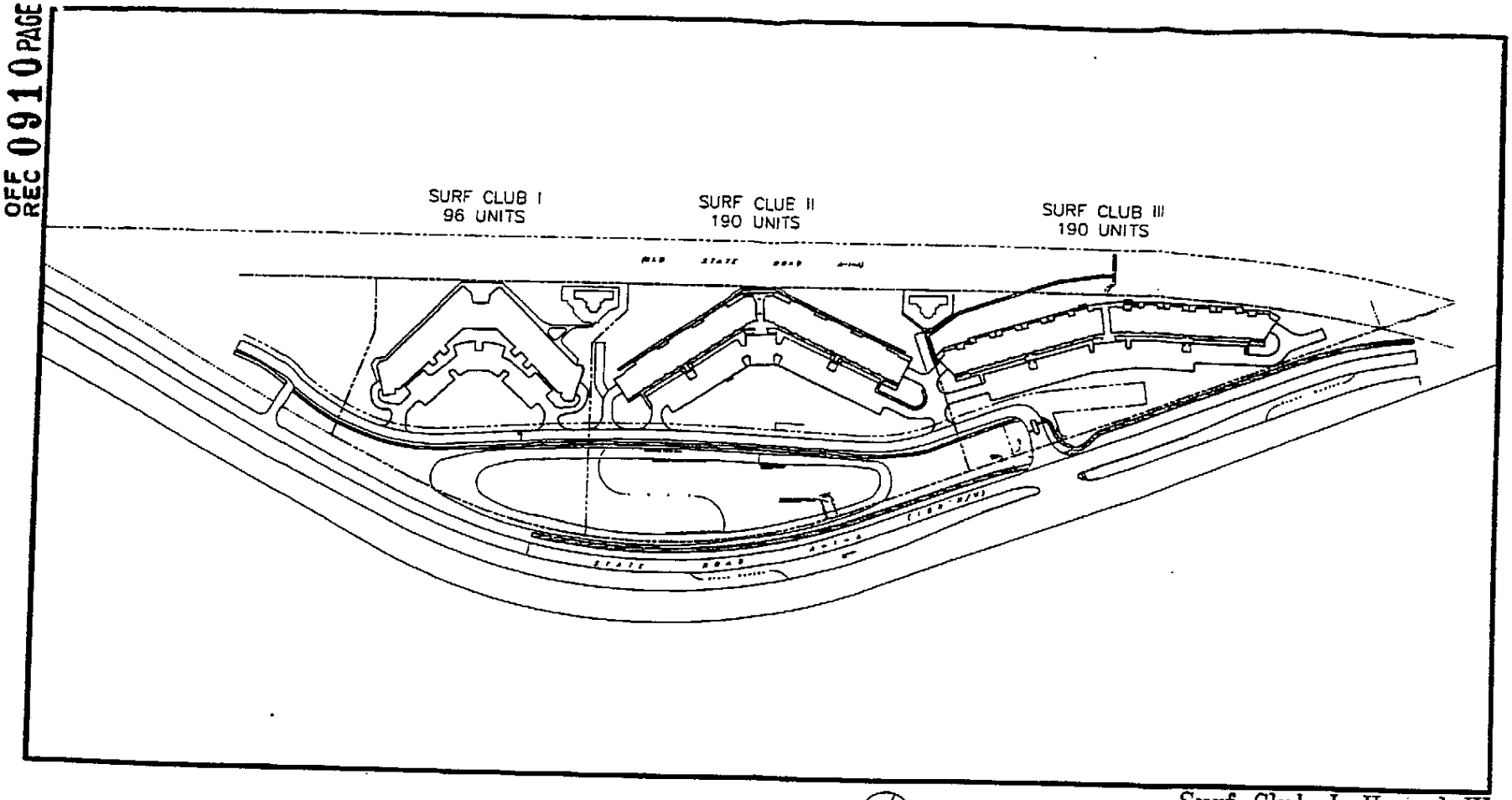
A parcel of land lying in Government Section 38, Township 10 South, Range 31 East, being a portion of the "Subdivision Plat Section 88, Palm Coast" recorded in Map Book 26, Pages 4 and 5 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the intersection of the Southerly line of said Government Section 38 extended Westerly to the Easterly Right-of-Way of the Intracostal Waterway (500 foot Right-of-Way); thence North 17 degrees 14 minutes 46 seconds West along said Right-of-Way, 551.91 feet to a point being the Northwest corner of "Willow Woods Subdivision" recorded in Map Book 5, Page 76; thence departing said Intracoastal Waterway North 69 degrees 39 minutes 06 seconds East along the common boundary of said "Willow Woods" and said "Section 88, Palm Coast", 3024.54 feet to a point on the Westerly Right-of-Way line of State Road A-1-A (180 foot Right-of-Way), said point being on a curve; thence Northwesterly along said Right-of-Way, 585.77 feet along a curve to the left (concave Westerly) having a central angle of 28 degrees 21 minutes 53 seconds, a radius of 1183.24 feet, a chord bearing of North 27 degrees 12 minutes 50 seconds West and a chord distance of 579.81 feet to a point of tangency; thence North 41 degrees 23 minutes 47 seconds West along said Right-of-Way, 875.00 feet; thence departing said Westerly Right-of-Way line North 48 degrees 36 minutes 13 seconds East 180.00 feet to a point of curvature on the Easterly Right-of-Way line of said State Road A-1-A and the Point of Beginning of this description; thence Northerly along said Right-of-Way 593.85 feet along a curve to the right (concave Easterly) having a central angle of 28 degrees 45 minutes 22 seconds, a radius of 1183.24 feet, a chord bearing of North 27 degrees 01 minute 06 seconds West and a chord distance of 587.64 feet; thence departing said Right-of-Way and curve North 69 degrees 38 minutes 32 seconds East, 433.52 feet; thence South 65 degrees 21 minutes 28 seconds East, 106.70 feet; thence North 69 degrees 38 minutes 32 seconds East, 58.53 feet, thence South 20 degrees 21 minutes 28 seconds East, 600.44 feet; thence South 69 degrees 38 minutes 32 seconds West, 55.09 feet; thence South 17 degrees 25 minutes 35 seconds West, 60.85 feet; thence South 50 degrees 22 minutes 12 seconds West, 329.63 feet to a point on said Easterly Right-of-Way line of State Road A-I-A; thence North 41 degrees 23 minutes 47 seconds West, 266.89 feet to the Point of Beginning.



COMPOSITE EXHIBIT "C"

OFF REC 0910 PAGE 1393



THE HASKELL COMPANY
TOTAL FACILITY SOLUTIONS

NORTH

0 200 400
SCALE: 1" = 200

Surf Club I, II and III
Cluster #6 Site Plan
Matanzas Shores DRI

Flagler County, Florida
June 27, 2002

Sec.__ , Twp __ S, Rge __ E

Parcel I.D.
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

This Instrument Prepared By
Name: Johnie Wilson
Co. Name: FPL
Address: 4277 E Highway 100
Bunnell, FL 32110

Inst No:2003023718 Date:05/03/2003
Doc Stamp-Deed : 0.70
GAIL WADSWORTH, FLAGLER Co. Time:11:06
Book: 925 Page: 1687 Total Pgs: 3

OFF REC 0925 PAGE 1687

Reserved for Clerk of Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See Attached Exhibit "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: LANNY KINCAID
(Witness)

(Witness' Signature)

Print Name: Barbara Heard
(Witness)

PALM COAST BLUE WATER INTERNATIONAL
(Corporate's name)

By: MANAGING MEMBER
(President's signature)

Print Name: William HARKINS

Print Address: 21 Old Kings Rd N - Bldg
PALM COAST, FL 32137

Attest:
(Secretary's signature)

Print Name: GREG ROBINSON

Print Address: 21 Old Kings Rd N
PALM COAST FL 32137

(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF FLAGLER. The foregoing instrument was acknowledged before me this 1 day of May, 2003 by William HARKINS and GREG ROBINSON respectively the Managing Member and _____ Secretary of PALM COAST BLUE WATER INTERNATIONAL, a FLORIDA corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

JUDITH KINCAID
MY COMMISSION EXPIRES
June 26, 2004
#CC 949198
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, Signature

Print Name: JUDITH KINCAID

OFF REC 0925 PAGE 1688

LEGEND :

[illegible]

[illegible]

GENERAL NOTES :

This is not a boundary survey. This is a sketch of legal description to show that proposed Florida Power & Light Company Easement being a portion of Parcels 6-B & 6-C Matanzas Shores, Section 38, Township 10 South, Range 31 East.

This sketch not complete without both sheets 1 and 2.

Bearings are assumed based on the easterly right-of-way line for State Road A-1-A shown hereon, bearing N 41°23'47" W. Said bearing taken from the State of Florida Department of Transportation Right-of-Way Maps for relocated A-1-A, being Section 73030 - Misc. roll, sheets 1 thru 4, dated 3-14-89.

This sketch and plat not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

There may be additional restrictions and/or other matters not shown hereon that may be found in the public records of Flagler County, Florida.

Underground Florida Power & Light electric cable approximately centered within proposed easement shown hereon. Underground cable location furnished by The Haskell Company.

LEGAL DESCRIPTION FOR PROPOSED FLORIDA POWER & LIGHT COMPANY EASEMENT:

(PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38 TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76; THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°38'08" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST", 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET; THENCE DEPARTING SAID WESTERLY SAID RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 241.33 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 69°38'32" EAST 10.41 FEET; THENCE SOUTH 36°30'13" EAST 316.49 FEET; THENCE NORTH 34°50'08" EAST 13.02 FEET; THENCE SOUTH 55°09'52" EAST 19.10 FEET; THENCE SOUTH 34°50'08" WEST 20.91 FEET; THENCE SOUTH 25°34'55" EAST 102.04 FEET; THENCE SOUTH 85°04'32" EAST 21.37 FEET; THENCE SOUTH 04°56'28" WEST 19.00 FEET; THENCE NORTH 85°04'32" WEST 16.08 FEET; THENCE SOUTH 01°37'51" EAST 340.64 FEET TO A POINT ON THE EASTERLY LINE OF A 20' UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 361, PAGES 225, 226 AND 227, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 41°23'47" WEST, ALONG SAID EASTERLY LINE 14.53 FEET TO A POINT OF CURVATURE OF A CURVE (CONCAVE NORTHEASTERLY) AND HAVING A RADIUS OF 405.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 1.10 FEET THROUGH A CENTRAL ANGLE OF 00°09'23", AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°19'07" WEST, A CHORD DISTANCE OF 1.10 FEET; THENCE NORTH 01°37'51" WEST DEPARTING SAID CURVE AND SAID EASTERLY LINE 338.99 FEET; THENCE NORTH 25°34'55" WEST 113.80 FEET; THENCE NORTH 36°30'13" WEST 331.99 FEET TO THE POINT OF BEGINNING.

Description created this sketch

SHEET 1 OF 2

CERTIFICATE

This is to certify that the plat delineated hereon is in compliance with the Minimum Technical Standards per Chapter 61G17-6 Florida Administrative Code, pursuant to section 472.027 of the Florida Statutes.

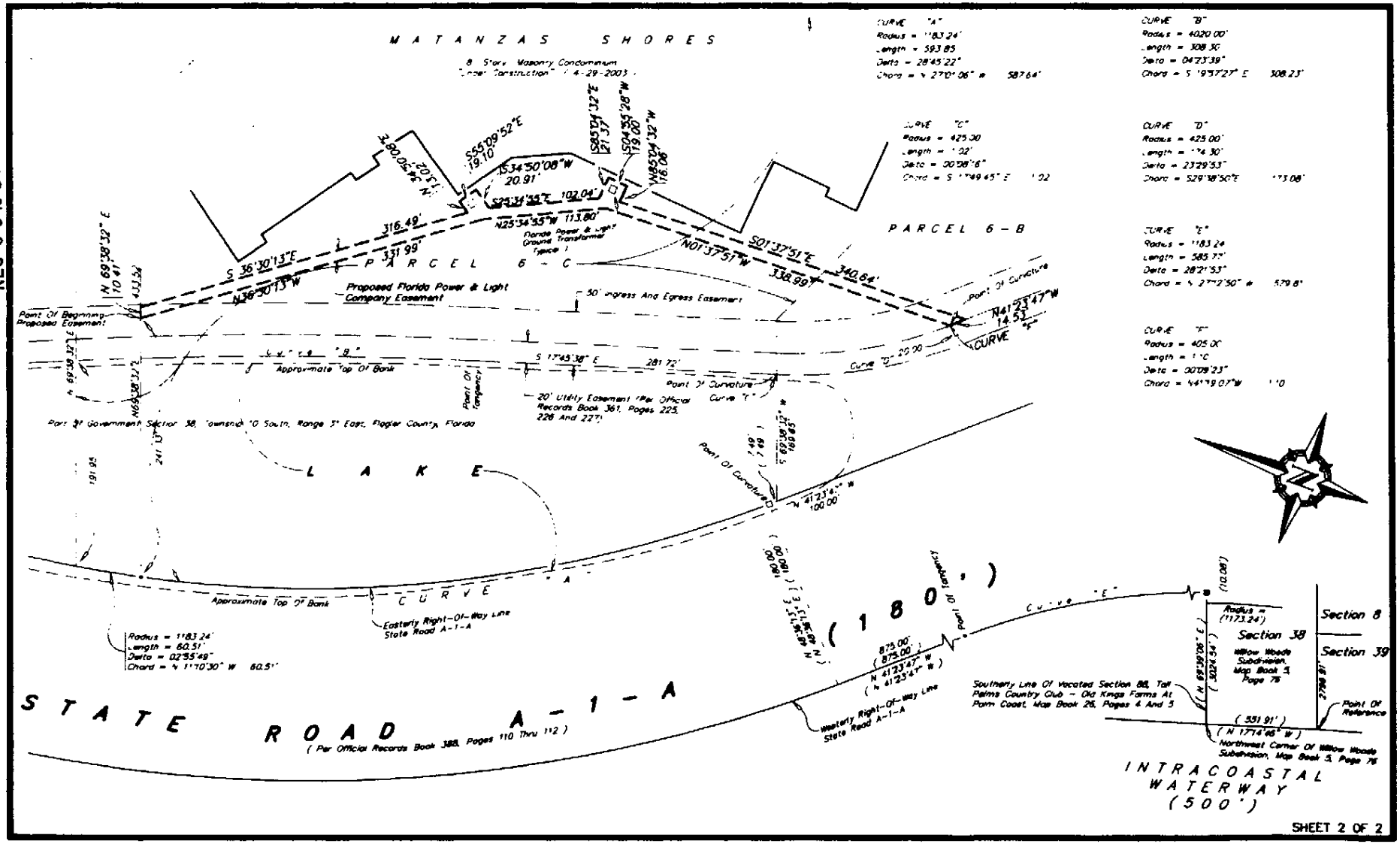
29 April, 2003
(Field Date)

Bryan E. Fries, PSM #5602
Licensed Business #7222

LOCATION: SECTION 38, T 10 S, R 31 E, MATANZAS SHORES		
PREPARED FOR: THE HASKELL COMPANY, 111 RIVERSIDE AVENUE, JACKSONVILLE, FLORIDA	PARTY CHIEF: BRYAN E. FRIES	SCALE: 1" = 100'
	DRAWN BY: BRYAN E. FRIES	JOB NUMBER: 1304-2003
	CHECKED BY: BRYAN E. FRIES	FILE NUMBER: L21-2003

J. B. FRIES AND ASSOCIATES, INC.
Professional Surveyor And Mapper
1042 North U.S. Highway 1
Suite 8
Ormond Beach, Florida 32174
Phone/Fax (386) 671-1700
Flagler (386) 517-0517

OFF REC 0925 PAGE 1689



SHEET 2 OF 2

Inst No:2003050727 Date:09/16/2003
GAIL WADSWORTH, FLAGLER Co. Time:09:28
Book: 983 Page: 127 Total Pgs: 324

OFF REC 0983 PAGE 0127

PREPARED BY AND RETURN TO:

DONALD J. SEPS, ESQ.
CHIUMENTO & ASSOCIATES, P.A.
4 OLD KINGS ROAD NORTH, SUITE B
PALM COAST, FL 32137

DECLARATION OF CONDOMINIUM OF SURF CLUB II CONDOMINIUM

Schedule of Exhibits to Declaration

Exhibit A ..... Legal Description of Condominium

Exhibit B ..... Survey (Plot Plan, Floor Plans, Survey)

Exhibit C ..... Percentage of Interest in Common Elements

Exhibit D ..... Articles of Incorporation of Association

Exhibit E ..... By Laws of Association

Exhibit F ... Declaration of Covenants, Conditions, and Restrictions for Surf Club II & III Pool & Spa

DECLARATION OF CONDOMINIUM
OF
SURF CLUB II CONDOMINIUM

Palm Coast Blue Water International Corporation, a Florida Corporation, hereby makes this Declaration of Condominium of Surf Club II Condominium (the "Declaration") to be recorded in the public records of Flagler County, Florida (the "County"), where the Land is located and states and declares:

I. SUBMISSION STATEMENT

Palm coast Blue Water International Corporation, a Florida corporation, hereby submits the "Condominium Property", as defined in Article IV of this Declaration, to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended prior to the date of the execution of this Declaration (the "Act").

II. NAME

The name of the condominium created by this Declaration (the "Condominium") and the "Condominium Property" are to be identified as:

SURF CLUB II CONDOMINIUM

III. LAND

The land included in the Condominium Property and submitted to condominium ownership by this Declaration (the "Land") is legally described in Exhibit A attached to and made a part of this Declaration.

IV. DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act and, for clarification, the following terms shall have the following meanings:

A. "Act" means Chapter 718, Florida Statutes, as amended prior to the date of the execution of this Declaration.

B. "Annual Assessment" means a share of funds required for the payment of "Common Expenses" which are assessed annually against a "Condominium Unit Owner" (as these terms are defined in this Declaration).

C. "Articles" means the Articles of Incorporation of the "Association" (defined in this Declaration). A copy of the Articles is attached as Exhibit D.

D. "Association" means Surf Club II Condominium Association, Inc., a Florida corporation not for profit, a condominium association responsible for the operation of the Condominium.

E. "Board of Directors" means the Board of Directors of the Association.

F. "Building" means a separate roofed and walled structure containing more than one Condominium Unit. The Condominium contains one (1) Building.

G. "By-Laws" means the by-laws of the Association. A copy of the By-Laws is attached as Exhibit E.

H. "Common Areas" means the real property and any improvements thereon which comprise the Common Area within Surf Club II Condominium (as that term defined in this Declaration) and as further described in the Master Declaration.

I. "Common Elements" means the portions of the Condominium Property, including the Land, not included in the "Condominium Units" (defined in this Declaration).

J. "Common Expenses" means the expenses for which the Condominium Unit Owners are liable to the Association as set forth in various Sections of the Act and the expenses described as "Common Expenses" in the "Condominium Documents" (defined in this Declaration), and may include:

(i) costs incurred in the operation, maintenance, repair or replacement of the Common Elements;

(ii) costs of carrying out the powers and duties of the Association;

(iii) costs of insurance;

(iv) expenses for payment of fees for cable television reception and transmission, including, but not limited to, cable, satellite reception, or a two-way system, if any, as now or hereafter approved by the Board;

(v) expenses for such pest control measures provided to the Condominium Units as are approved by the Board;

(vi) any other expenses designated "Common Expenses" by the Board.

K. "Condominium" means the condominium created by submitting the Land and all improvements thereon to condominium ownership pursuant to this Declaration.

L. "Condominium Documents" means, in the aggregate, this Declaration, the Articles, the By-Laws, and all of the instruments and documents referred to therein and executed in connection with the Condominium, and the rules and regulations ("Rules") adopted by the Association.

M. "Condominium Property" means the Land and all improvements thereon (including the Condominium Units) submitted to condominium ownership pursuant to this Declaration and all easements and rights appurtenant thereto intended for use in connection therewith.

N. "Condominium Unit" means "unit", as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership.

O. "Condominium Unit Owner" or "Owner" means "unit owner" as set forth in the Act and is the owner of fee simple title of record to a Condominium Unit, including Declarant as long as it owns any Condominium Unit.

P. "County" means Flagler County, Florida.

Q. "Declarant" means Palm Coast Blue Water International Corporation, a Florida corporation, its successors or assigns of any or all of its rights under this Declaration as specified by Declarant. A Condominium Unit Owner solely by the purchase of a Condominium Unit shall not be deemed a successor or assign of Declarant's rights or obligations under the Condominium Documents unless such Condominium Unit Owner is specifically so designated as a successor or assign of Declarant's rights or obligations in the respective instrument of conveyance or other instrument executed by Declarant.

R. "Declaration" means this document.

S. "Institutional Mortgagee" means (a) any generally recognized lending institution having a first mortgage lien upon a Condominium Unit including, but not limited to, any of the following institutions: a federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; a mortgage banking company doing business in the State of Florida; or a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA), Federal Home Loan Mortgage Corporation (FHLMC), and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Condominium Unit; or (c) any and all investors or lenders which have loaned money to Declarant to acquire, or to construct improvements upon, the Condominium Property and who have a mortgage lien on all or a portion of the Condominium Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Condominium Unit.

T. "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a Condominium Unit or Condominium Units, which are more fully described in Article V hereof.

U. "Master Operating Expenses" means the expenses and costs incurred by the Master Owner's Association under the Master Documents (as defined in the Master Declaration), and include, but are not limited to, the costs and expenses of administering, operating, constructing, reconstructing, financing, maintaining, repairing and replacing the Common Area or portions thereof and improvements thereon. Notwithstanding that Operating Expenses are not Common Expenses, Operating Expenses shall be collected by the Association like and along with the Common Expenses unless the "Board of Directors" (as defined in the Master Documents) of the Master Owner's Association shall otherwise determine.

V. " Matanzas Shores" means the residential community in Flagler County, Florida bearing that name, of which the Condominium is a part.

W. "Master Association Common Areas" or "MOA Common Areas" shall mean and refer to those portions of common areas owned or maintained by the Master Association and devoted to the common use and enjoyment of all Owners within Surf Club II Condominium, together with any improvements thereon, including, without limitation, any open space, utilities, private streets, lakes, lake paths, lights, signage, dune walkovers, security gates, recreation facilities or about the property making up Matansas Shores.

X. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Master Association, as may be amended from time to time, recorded at Official Records Book 403, Pages 928 through 1008 of the public records of Flagler County, Florida. Surf Club II Condominium is a portion of the real property subject to such Master Declaration and is located in Parcel 6C as defined by the Master Declaration.

Y. "Master Owner's Association Assessments" or "Master Assessments" shall mean and refer to those assessments for operating expenses levied by the Master Association pursuant to the Master Declaration. Surf Club II Condominium is a portion of the real property subject to Master Assessments.

Z. "Master Owner's Association" or "M.O.A." shall mean and refer to the Matanzas Shores Homeowner's Association, Inc., a Florida corporation not for profit, its successors and assigns, which has as its principal place of business Flagler County, Florida. The Master Association is NOT a condominium association.

AA. "Surf Club II & III Pool & Spa Association, Inc." is a non-profit Florida corporation created by the developer for the purpose of owning and operating a recreational complex for the exclusive use of all the unit owners in Surf Club II and Surf Club III Condominium. Provisions for the creation and operation of said Association are contained in the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 959, at Page 1630, of Flagler County, Florida. This Association will hold legal title to the land upon which the recreational facility will be constructed which will include a swimming, pool deck, restroom facilities and other amenities within said project. The Association will be responsible for

the maintenance, repair, replacement and upkeep of such facilities including provisions for security, reserves and insurance coverage. The costs and expenses of the same shall be assessed against each member pursuant to an Annual Budget established by the Board of Directors and approved by the Members, from time to time. The initial monthly/quarterly assessment to be paid by each member is $25.00. Failure of each condominium unit owner to pay such assessment installment may result in a lien being filed against such unit which may be foreclosed according to law.

Copies of the Articles of Incorporation, Bylaws, Rules & Regulations, Budget, Site Plan, Covenants, Conditions and Restrictions, are attached to the Declaration as Exhibit F of said Declaration.

BB. "Matanzas Shores" shall mean and refer to the project known generally as Matanzas Shores, as described in the Matanzas Shores Development Order. Surf Club II Condominium is a portion or Parcel of the total Project.

CC. "Member" shall mean and refer to all those Owners who are members of the "Association".

DD. "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Association as described in this Declaration and in any other document governing Surf Club II Condominium, and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructuring, financing, maintaining, repairing and replacing the Common Areas, other real property, or portions of either and improvements thereon, as well as expenses incurred by the Association in fulfilling its obligations under this Declaration and any other document governing Surf Club II Condominium, which means and include the costs and expenses described in these documents are such and include regular and special assessments made by the Association in accordance with the terms hereof.

EE. "Special Assessments" means any assessment which from time to time is assessed by the Board of Directors against a Condominium Unit Owner in addition to the Annual Assessment, as may be further set forth in this Declaration.

FF. "State" means the State of Florida.

V. DESCRIPTION OF IMPROVEMENTS

A. The Condominium contains Condominium Units and Common Elements, as shown on the "Survey" (defined in this Declaration). Each Condominium Unit is identified by a three digit Arabic numbers. No Condominium Unit bears the same designation as any other Condominium Unit in the Condominium. The improvements included in the Condominium are described on the Survey.

B. A survey of the Land, a graphic description of the improvements in which the Condominium Units are located, and a plot plan showing the location of the improvements (the Survey, Plot Plan, and Graphic Description of Improvements are collectively referred to in this Declaration as the "Survey") are

attached to and made a part of this Declaration as Exhibit B. The Survey shows and identifies, among other things, the Common Elements and each Condominium Unit and shows their relative locations and approximate dimensions. Attached to the Survey and made a part of this Declaration is a certificate of surveyor prepared and signed in conformance with the requirements of Section 718.104(4)(e)of the Act. Declarant reserves the right, in its sole discretion, to make material changes, alterations and modifications to the configuration and size of the Condominium Units; the appurtenances to such Condominium Units; and the Common Elements or Limited Common Elements located in a particular Building, up until such time as a Surveyor's Certificate is recorded for the Building in which such Condominium Units are located; provided, however, that the number of Condominium Units in the Condominium shall not exceed one hundred ninety (190). If Declarant elects, from time to time, to do any of the foregoing, then Declarant shall have the absolute right to do so and to file among the public records of the County an appropriate amendment(s) ("Declarant's Amendment") to this Declaration, and such amendment(s) need only be signed by Declarant alone, and need not be executed or approved by any other person, owner or mortgagee.

C. All Condominium Units are served by Limited Common Element balconies or patios, depending on whether the Unit is located on the first or second floor and up of a Building. Limited Common Element balconies and patios shall be maintained, repaired and replaced by the Association as a Common Expense, as more fully set forth in Article XV.B hereof.

D. Each Condominium Unit shall be served by a separate air conditioning compressor which shall be a Limited Common Element reserved for the exclusive use of each such Condominium Unit. The compressors are located on the north and south ends of the buildings. The Owners of Condominium Units shall be responsible for the costs of the operation, maintenance, repair and replacement of the air conditioning compressor serving such Condominium Unit, as set forth more fully in Articles VII.B and XV hereof.

E. The parking area shall be a Common Element reserved for the exclusive use of only Declarant, the Association, and the Owners of the Condominium Units, their guests, family members, invitees, licensees, contractors, employees and lessees. It shall be maintained, repaired, and replaced in the same manner as Common Elements. Any use of the parking area by the Association is limited to such uses as are provided for the Association in this Declaration.

VI. UNDIVIDED SHARES IN COMMON ELEMENTS

Each of the Condominium Units shall have appurtenant thereto an equal undivided share in the Common Elements in accordance with the "Schedule of Shares in Common Elements", attached hereto as Exhibit C and made a part hereof, subject, however, to the use of the Common Elements by the Condominium Unit Owners in accordance with the provisions of this Declaration. Exhibit C may be amended from time to time as provided in Articles V.B and XXV.C hereof.

VII. SHARES IN COMMON EXPENSES AND COMMON SURPLUS

A. The Common Expenses shall be shared and the common surplus shall be owned by each of the Condominium Unit Owners in the same proportions as their ownership interest in the Common Elements set forth on Exhibit C to this Declaration. Exhibit C may be amended from time to time as provided in Articles V.B and XXV.C hereof.

B. With respect to Limited Common Element air conditioning compressors, each Condominium Unit Owner having the exclusive use of same shall pay the costs attributable to the operation, maintenance, repair, replacement and cleaning of such Limited Common Elements.

VIII. VOTING RIGHTS OF UNIT OWNERS IN THE ASSOCIATION

A. Each Owner or the Owners collectively of the fee simple title to a Condominium Unit shall be entitled to one (1) "Voting Interest" (defined in the Act) in the Association with respect to matters on which a vote by Condominium Unit Owners is taken under the Condominium Documents or the Act.

B. The vote of the Owners of a Condominium Unit owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Voting Certificate") executed by all of the Owners of the Condominium Unit or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a proxy or Voting Certificate is not filed with the Secretary of the Association, the Voting Interest of such Condominium Unit shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B of this Article VIII, whenever any Condominium Unit is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. If a proxy or Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Condominium Unit owned by them. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. When only one (1) spouse is present at a meeting, the spouse present may cast the Voting Interest of the Condominium Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the Voting Interest of said Condominium Unit shall not be considered.

3. When neither spouse is present, the person designated in a proxy or Voting Certificate signed by either spouse may cast the Voting Interest of the Condominium Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member

by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the Voting Interest of said Condominium Unit shall not be considered.

IX. ASSOCIATION

A. The Association, a Florida corporation not for profit, is responsible for the operation of the Condominium. A true copy of the Articles is hereto annexed as Exhibit D and made a part hereof. A true copy of the By-Laws is hereto annexed as Exhibit E and made a part hereof.

B. Each Condominium Unit Owner shall be a member of the Association in accordance with the provisions of the Articles.

X. MEMBERSHIP AND VOTING RIGHTS

A. Matanzas Shores Homeowners' Association, Inc.

1. Membership and Voting Rights.

(a) Every "Owner" (defined in the Master Documents) of a Unit in Matanzas Shores shall be a member of the Master Owner's Homeowners Association (Master Association) and shall be subject to the provisions of the Master Documents and the other Condominium Documents.

(b) One (1) vote may be cast for each Unit owned by a Unit Owner who is a Member of the Master Owner's Homeowners Association by the method provided for in the Master Documents.

(c) As is more fully set forth in the Master Documents, certain votes shall be cast at meetings of the Master Owner's Homeowners Association, by the Parcel representative (the "Voting Member").

B. Surf Club II Condominium Association, Inc.

1. Membership and Voting Rights

1. Membership in the Association shall be established by the acquisition of ownership of fee simple to a condominium Unit.

2. Each Condominium Unit shall be entitled to one (1) vote, each vote being exercised and cast in accordance with the Articles of Incorporation and By-Laws.

XI. EASEMENTS

A. Easements and Cross-Easements on Common Elements. Declarant, for itself, its nominees, and the Association, and the Master Owner's Homeowners Association for such purposes as are attributed to it under the Master Documents, reserve the right to impose upon the Common Elements from time to time such easements and cross-easements for ingress and egress and the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable and master antenna transmission and reception, surveillance, garbage and waste removal, emergency services, and the like, as it deems to be in the best interest of the Condominium.

B. Easement for Encroachments. All of the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto, including, without limitation, the Common Area or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

C. Drainage Easements. An easement is granted to Matanzas Shores Owners' Association, Inc., dated January 24, 2002, and recorded January 24, 2002, in Official Records Book 797 at Page 0144, of the Public Records of Flagler County, Florida. Said easement is granted over and through certain property designated thereon for purposes of drainage upon and across the subject property.

XII. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. If any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole rather than levying and assessing such tax or special assessment against each Condominium Unit (a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association, or if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Condominium Unit Owners. Each Condominium Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to such Condominium Unit Owner's share in the Common Elements. The Association shall separately specify and identify that portion of the annual Budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to a Condominium Unit shall be and constitute a lien in favor of the Association upon such Condominium Unit.

B. All personal property taxes levied or assessed against "Association Property" (defined in the Act) and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XIII. OCCUPANCY AND USE RESTRICTIONS

A. All the Condominium Units shall be used for single family residences only. No separate part of a Condominium Unit may be rented, and no "transient" (as defined in Chapter 509, Florida Statutes) may be accommodated therein. No trade, business, profession or other type of commercial activity may be conducted in any Condominium Unit.

B. If legal title to a Condominium Unit is in the name of a corporation, trust, partnership or other than an individual or individuals, the Condominium Unit Owner, by certificate delivered to the Secretary of the Association, shall designate one (1) family or person as the authorized occupant of the Condominium Unit. Except for the designated family or person, no other occupant may occupy the Condominium Unit.

C. Leases and Tenants.

1. Application. This Declaration and the Condominium Documents shall apply not only to Condominium Unit Owners, but also to any lessee or tenant or the party who is occupying a Condominium Unit by way of lease express or implied, license or invitation.

2. Leasing Requirements and Limitations. Each time a Condominium Unit Owner leases his Unit, he shall give written notice of such lease to the Association together with the name and address of 1the lessee and such other information as the Association may reasonably require on forms that are supplied by the Association. No Condominium Unit Owner may lease his Condominium Unit for a term of less than one (1) month.

3. Failure to Notify. Failure of a Condominium Unit Owner to notify any person of the existence of the provisions of this Declaration shall not in any way act to limit the right of the Association to enforcement of the provisions of this Declaration against such person.

4. Enforcement. The Association may enforce the provisions of this Declaration against any person occupying a Condominium Unit whether Condominium Unit Owner, lessee, tenant, invitee, guest or other person. Further, each Condominium Unit Owner hereby irrevocably delegates to the Association the power for the Association to enforce any provisions of any lease or license or other agreement permitting occupancy of the Condominium Unit to the extent it may against an Owner, and the power to evict a tenant as set forth in the Florida Statutes. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other such person pursuant to Florida Statutes, in the event any such person violates any of the provisions of this Declaration. Declarant shall be entitled to all costs thereof including, but not limited to, attorneys' fees.

5. Right to Use Facilities. During any period when a Condominium Unit Owner has leased his Condominium Unit or otherwise permitted his Condominium Unit to be occupied only by

someone other than the Condominium Unit Owner, such Condominium Unit Owner's right to use any recreational facilities otherwise available to Condominium Unit Owners shall be suspended.

D. A Condominium Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Condominium Unit, the Common Elements or the Common Area or which will obstruct or interfere with the rights of other Condominium Unit Owners or the Association. No Condominium Unit Owner shall annoy other Condominium Unit Owners by unreasonable noises or otherwise, nor shall any Condominium Unit Owner commit or permit to be committed any nuisance or illegal act in his Condominium Unit, on the Common Elements or the Common Area.

E. No Condominium Unit Owner shall display any sign, advertisement or notice of any type in any window or on the exterior of his Condominium Unit or on the Common Elements, and no Condominium Unit Owner shall erect any exterior antennas, aerials, or wires or cables of any kind upon or protruding from his Condominium Unit or the Common Elements.

F. A Condominium Unit Owner shall be permitted to keep or harbor in his Condominium Unit no more than two (2) dogs or cats, subject to the provisions immediately following: such dog or cat must be walked only in areas designated for such purpose, provided that such dog or cat is leashed whenever outside the Condominium Unit. Any Condominium Unit Owner having a dog or cat shall also abide by any Rules promulgated by the Board of Directors regarding pets. Violation of this paragraph or of any of said rules may result in the termination of Condominium Unit Owner's right to keep such dog or cat. No other animals, livestock, or poultry, shall be permitted anywhere on the Condominium Property. The foregoing restrictions shall not apply to Seeing Eye dogs or Primate (cebus) guides to the extent required by Florida law.

G. No Condominium Unit Owner shall install any storm shutters, awnings, hardware or the like without the prior written approval of the Design Review Committee, as set forth in the Master Declaration, as to design and color and, in any event, Design Review Committee approval shall not be granted unless such items substantially conform to the architectural design of the Condominium and the design of any such items which have been previously installed at the time Design Review Committee approval is requested.

H. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

I. The Common Element parking area of each Building is intended solely for access to and from the Units in the Building served by the parking area. Accordingly,

i.) No car or other obstruction may be placed in any parking area or other area which inhibits access to the Units.

ii.) No item including, by way of illustration and not limitation, bicycles, golf carts, toys, lawn furniture, children's pools, barbecue grills or trash containers may be stored or left overnight in the parking area or the balcony or patio of any Condominium Unit. All storage of property on the Condominium Property must be within the Condominium Units.

iii.) The parking areas may not be used as a recreation or play area by any person.

iv.) The parking area may not be used for repair of motor vehicles, except emergency repairs, or for washing of motor vehicles.

J. The Board of Directors shall, from time to time, promulgate reasonable Rules with respect to the Condominium as it determines to be in the best interests of the Condominium and the Condominium Unit Owners including, but not limited to, reasonable restrictions on occupancy.

K. To the extent not prohibited by Florida law, this Article XIII shall not apply to Declarant for so long as Declarant shall own any Condominium Unit.

XIV. CONVEYANCE, SALES AND MORTGAGES

In order to assure a community of congenial Condominium Unit Owners and to protect the value of the Condominium Units, the conveyance and transfer of Condominium Units shall be subject to the provisions of this Article XIV and any conveyance or transfer which is not in accordance with these provisions shall be invalid, unless subsequently approved by the Board of Directors.

A. Sale. No Condominium Unit Owner may convey, transfer, demise, or otherwise dispose of his Condominium Unit or any interest therein by sale (except to the spouse, children or parents of such Condominium Unit Owner) without notice to the Board of Directors, which notice shall be given in the following manner:

1. Notice to Association. Each time a Condominium Unit Owner intends to make a sale of his Condominium Unit or otherwise transfer any interest therein, said Condominium Unit Owner (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer, a copy of the executed contract for sale (the "Proposed Contract"), and such other information as the Association may reasonably require (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or transferee produced by the Association, as provided in this Declaration, that the Offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association, who shall give the Offeror a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Board of Directors shall either approve the Offering ("Approval") or disapprove the Offering ("Disapproval").

(a) The Approval shall be in writing in recordable form signed by any two (2) Directors (the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or transferee named in the Offering. Failure of the Board of Directors to grant Approval or to furnish evidence for Disapproval as permitted in the following Paragraph 2(b) within said thirty (30) days after the Notice is received shall constitute an Approval, and the Association shall be required to prepare and deliver

the Certificate of Approval to the Offeror and the purchaser or transferee of the Offeror named in the Offering.

(b) Notwithstanding the provisions of this Paragraph XIV.A., the Association shall not be required to furnish a Certificate of Approval or if the intended purchaser or transferee would not be permitted as an occupant pursuant to Occupancy and Use Restrictions set forth in Article XIII of this Declaration. No Approval shall be effective unless all past due "Assessments" (as herein defined) are paid or payment provided for to the satisfaction of the Association.

B. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained a Condominium Unit by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, parents or children of the immediately previous Condominium Unit Owner of such Condominium Unit) shall give the Association notice thereof together with such information concerning the person(s) obtaining such Condominium Unit as may be reasonably required by the Association and a certified copy of the instrument by which such Condominium Unit was obtained. If such notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following subparagraph 2 as if it had been given such notice on the date of receipt of such knowledge.

C. Rights of Institutional Mortgagee in Event of Foreclosure. Any Institutional Mortgagee (as defined in the Master Declaration), upon becoming the owner of a Condominium Unit, is not required to have its ownership of a Condominium Unit approved by the Association, and it is also free from the other restrictions of Paragraphs A and B of this Article XIV. A purchaser of a Condominium Unit from an Institutional Mortgagee does not require the Association's approval as to its ownership of such Condominium Unit.

XV. MAINTENANCE, REPAIRS AND ALTERATIONS

A. Condominium Unit Owners.

1. Each Condominium Unit Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Condominium Unit and all interior surfaces within or surrounding his Condominium Unit, such as the surfaces of the walls, ceilings and floors and the fixtures therein, including air conditioning equipment (including the limited common element air conditioning compressor for the unit) and exhaust fans. Each Condominium Unit Owner must perform promptly all such maintenance and repairs which if not so performed would affect a Condominium Unit belonging to any other Condominium Unit Owners or would affect the Condominium Property. Each Condominium Unit Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Condominium Unit shall be repaired and maintained in the same condition as such Condominium Unit was conveyed by Declarant to a Condominium Unit Owner, subject only to any changes or alterations made pursuant to approval by the Design Review Committee as provided in the Master Declaration.

2. No Condominium Unit Owner shall make any alteration in or to the Common Elements or the portions of a Condominium Unit which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by a Condominium Unit Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Design Review Committee consents thereto in writing.

3. No Condominium Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace, enclose or change the Common Elements or any outside or exterior portion or surfaces of the Condominium Property, including, without limitation, patios, balconies, doors and windows; place any awnings, screening or shutters on or in any Condominium Unit; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door or other similar item without first obtaining written approval thereof by the Design Review Committee, as set forth in the Master Declaration, and, in any event, Design Review Committee approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any such items which have been previously installed at the time Design Review Committee approval is requested.

4. Each Condominium Unit Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property which the Association is responsible to maintain and repair, upon the Condominium Unit Owner's becoming aware of such defect or need for repair.

5. Each Condominium Unit Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities located within the Condominium Unit and serving only such Condominium Unit for the furnishing of utility services; provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association or an applicable utility company, and such repairs shall be paid for by and be the financial obligation of such Condominium Unit Owner.

6. Each Condominium Unit Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Condominium Unit from time to time during reasonable hours and upon reasonable notice as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, including without limitation the Limited Common Elements, or at any time as may be necessary for emergency repairs.

B. The Association.

1. The Association shall repair, maintain and replace as necessary all of the Common Elements including, without limitation, the Limited Common Element (except limited common element air conditioning compressors), and all outside or exterior surfaces of the Condominium Property including, without limitation, exterior surfaces of Condominium Units, patios and balconies, and shall maintain, repair and replace as necessary all piping, wiring, ducts, conduits, appliances, and other facilities for furnishing of any and all utility services to the Condominium Units located within the Common Elements, but

excluding therefrom all piping, wiring, ducts, conduits, appliances and other facilities located within a Condominium Unit serving only said Condominium Unit. Notwithstanding the foregoing, the cost of replacing all screening, doors and windows serving a Condominium Unit shall be paid for by the Condominium Unit Owner owning such Condominium Unit.

2. The Association shall have the right to make or cause to be made any additions, alterations, changes and improvements to the Common Elements, whether or not material or substantial, which are approved by the Board of Directors and the Design Review Committee, and which do not prejudice the right of any Condominium Unit Owner or any Institutional Mortgagee; provided, however, except in the case of an emergency, if the cost of the same shall exceed Ten Thousand Dollars ($10,000.00), the affirmative vote of fifty percent (50%) of the Condominium Unit Owners (without the Board of Director's approval being required) shall be required, and the cost of such alterations and improvements shall be assessed against the Condominium Unit Owners in the manner provided in the By-Laws.

XVI. COMMON EXPENSES, OPERATING EXPENSES AND ASSESSMENTS

A. Common Expenses and Operating Expenses.

1. The Board of Directors shall prepare and adopt in accordance with the By-Laws an annual budget (the "Budget") of the Common Expenses for operating and managing the Association and the Condominium. The Budget shall state the Association's and each Condominium Unit Owner's share of the Common Expenses assessed by the Association. The Common Expenses shall be shared by and among the Condominium Unit Owners in the manner described under Article VII of this Declaration and assessed against each Condominium Unit Owner annually as the Annual Assessment. The Association shall also assess such Condominium Unit Owner's applicable portion of Common Expenses along with the Annual Assessment unless the Association shall determine otherwise. Each Condominium Unit Owner shall be obligated to pay such Special Assessments as shall be levied by the Board of Directors in addition to the Annual Assessment against his Condominium Unit whether as a result of (a) extraordinary items of expense, (b) the default of other Condominium Unit Owners in the payment of their Assessments, or (c) such other reason as may be determined by the Board of Directors which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments.

1. The record owner of each Condominium Unit shall be personally liable, jointly and severally if there is more than one (1) such Owner, to the Association and the payment of all Assessments levied by the Association the Master Owner's Association and Surf Club II & III Pool & Spa Association against his Condominium Unit and for all costs of collecting such Assessments, including interest, delinquent Assessments and attorneys' fees at all trial and appellate levels. Assessments may, in the discretion of the Board of Directors, be made payable in equal installments either on the first day of each month or on the first day of each calendar quarter, in advance, during the year in which such Assessments apply, but in no event less frequently than on the first day of each calendar quarter. In the event of a default by a Condominium Unit Owner in the payment of an installment of any Assessment, the Board of Directors may accelerate any installments of the Assessment coming due for the remainder of the current budget year

upon recordation of a lien for such unpaid assessment(s) in the public records of the County, whereupon the entire unpaid balance of the Assessment shall become due upon the date of recording such lien. If any Assessments are not paid within twenty (20) days after its respective due date, the Association, by action of the Board of Directors, may proceed to enforce and collect any such Assessments against the Condominium Unit Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Condominium Unit.

2. The Association may at any time require any Condominium Unit Owner to maintain with the Association a deposit to cover future Assessments.

3. The Association shall have all of the powers, rights and privileges and may avail itself of any and all of the legal remedies provided by the Act, including a lien upon a Condominium Unit for any unpaid Assessment and interest and expenses thereon owned by the Condominium Unit Owner of such Condominium Unit and the right to collect from such Condominium Unit Owner reasonable attorneys' fees and expenses at all trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments (including installments thereon) not paid when due shall bear interest from the date when due until paid at the highest rate permitted under law. In addition, the Association may require the Owner of a Unit for which Assessments are more than thirty (30) days overdue to pay a late charge in an amount and at a uniform rate to be determined by the Board of Directors.

4. It is specifically acknowledged that if an Institutional Mortgagee acquires title to a Condominium Unit through foreclosure or third party purchaser at such sale or by a deed in lieu of foreclosure, such Institutional Mortgagee, its successors or assigns, shall not be liable for the share of Common Expenses or Assessments which became due prior to such acquisition of title, unless such accrued Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage which has been foreclosed upon or for which a deed is given in lieu of foreclosure. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage which has been foreclosed upon or for which a deed is given in lieu of foreclosure shall be cancelled as to such Condominium Unit effective with the transfer of title of such Condominium Unit to such mortgagee. No Institutional Mortgagee, nor any successors or assigns of such Institutional Mortgagee, succeeding to Declarant's rights and obligations hereunder by reason of the foreclosure of a mortgage or deed in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant hereunder, including, without limitation, the covenants and obligations of Declarant to (1) guarantee the amount or term of the Interim Assessment (as defined below) or (2) pay the difference between the actual Common Expenses and the Interim Assessment assessed against Units and the Owners during the Interim Assessment Period as herein set forth, and shall not be liable for any warranties made by Declarant pursuant to the terms hereof or otherwise.

5. In a voluntary conveyance of a Condominium Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

6. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the public records of Flagler County, Florida.

7. Declarant guarantees that, for the period commencing on the date this Declaration is recorded in the public records of the County ("Recordation Date"), and ending on the earliest date of: (i) February 1, 2003, or (ii) the date of the "Majority Election Meeting", as that term is defined in the Articles ("Assessment Period"), the Assessments to be made against each Unit shall be the fixed amount of $125.00 per month. Declarant guarantees that during the Assessment Period, Declarant will pay all Common Expenses not payable by Assessments assessed against Condominium Unit Owners other than Declarant. No Assessments shall be made against Condominium Units owned by Declarant. Declarant's guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. Declarant's guarantee shall terminate and Assessments shall be determined and made as provided in Paragraph A of this Article XVI, the other subparagraphs of this Paragraph B, and the By-Laws, following the termination of the Assessment Period, and commencing with such date Declarant will pay any such Assessments quarterly for any of the Condominium Units owned by Declarant.

8. The Association shall have a "Special Lien" on the Condominium Units to enforce and secure payment of the charge for any cost or fine due to the Association from any Condominium Unit Owner not secured by the lien set forth in Article XVI.A.1 above. Such Special Lien shall cover, without limitation, the cost of maintaining, repairing and replacing the Limited Common Element air conditioning compressors; any fines levied pursuant to the Condominium Documents; and any damage caused to any of the Common Elements by any Condominium Unit Owners, his family members, guests, licensees or tenants. Such Special Lien is distinct from the statutory lien for assessments, but the Special Lien shall function in all aspects precisely as the lien set forth in Section 718.116 of the Act.

XVII. LIABILITY INSURANCE

A. The Board of Directors shall obtain and maintain at all times liability insurance in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium excluding the Condominium Units; provided, however, that such policy or policies shall have limits determined by the Board of Directors to be adequate covering all claims for personal injury and for property damage arising out of a single occurrence. The Board of Directors shall collect a share of the premium for such insurance from each Condominium Unit Owner as a part of the Common Expenses. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium, legal liability arising out of lawsuits related to employment contracts of the Association, water damage, liability for hazards related to usage and liability for property of others, hired automobile, non-owned automobile and off-premises employee coverage. All such policies shall name the Association, the Master Owner's Association, and Surf Club II & III Pool & Spa Association, the Condominium Unit Owners, and Declarant (so long as Declarant shall own any Condominium Unit) as their respective interests may appear as the insured under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of a Condominium Unit Owner because of the negligent acts of either the Association, Declarant or any other Condominium Unit Owners or deny the claim of either Declarant or the Association because of the negligent acts of the other or the negligent acts of a Condominium Unit Owner. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium Unit Owner. Each Condominium

Unit Owner shall be responsible for purchasing liability insurance, including, without limitation, water damage liability, for accidents occurring in his own Condominium Unit and, if the Condominium Unit Owner so determines, for supplementing any insurance purchased by the Association.

B. The Association shall maintain adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association as permitted under the Act. Such coverage shall be in the form of Fidelity Bonds which meet the following requirements unless one or more of such requirements are waived in writing by all "Eligible Mortgagees" (as the term is defined in Article XXVII of this Declaration): (i) such bonds shall name the Association as an obligee; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Condominium Units plus reserve funds, if any; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

C. All insurance policies or fidelity bonds purchased pursuant to this Article shall provide that they may not be cancelled without at least ten (10) days prior written notice to the Association and to Eligible Mortgagees.

XVIII. CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. 1. Each Condominium Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property and improvements to his Condominium Unit. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance, sprinkler leakage, water damage, debris removal, demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Condominium in construction, location and use, insurance for unrealized Assessments due to the casualty and, if the Association so determines, flood insurance sponsored by the Federal government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Condominium Unit Owners and Institutional Mortgagees, as their interests may appear, in a company acceptable to the Board of Directors. The Association shall purchase insurance for the buildings located within the Condominium in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board of Directors. The Board of Directors may determine, consistent with the above provisions of this Paragraph A.1, the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement" and, if determined necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent.

2. The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and

charged to Condominium Unit Owners as part of the Common Expenses. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, and the insurance agent or agents placing such insurance, must be authorized to do business in the State. The Association shall have the right to designate an insurance trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State and which has its principal office in the County, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company.

B. All such policies shall provide that they may not be cancelled without at least ten (10) days prior written notice to the Association and Eligible Mortgagees, and insurance policies purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgement that the policies and any proceeds thereof will be held in accordance with the terms hereof. These policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board of Directors is hereby irrevocably appointed agent for each Condominium Unit Owner to adjust all claims arising under insurance policies purchased by the Association in which Condominium Unit Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, except as hereinafter specifically set forth, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds and, if necessary, funds from a Special Assessment sufficient to pay for required restoration and repair with respect to such damage, to the repayment of its loan, unless such proceeds are distributed to Condominium Unit Owners or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Condominium Unit Owners and Institutional Mortgagees under the following terms:

1. If a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Condominium Units without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Condominium Unit Owners of the Condominium Units damaged and their Institutional Mortgagees, if any, as their interests may appear, and it shall be the duty of such Condominium Unit Owners to use such proceeds to effect the necessary repairs to the Condominium Units and to return the Condominium Units to their prior condition according to the standards required under the Condominium Documents. The Insurance Trustee shall rely upon the written statement of the Association as to whether a Condominium Unit or a Common Element or both have suffered damage insured under any policies.

2. If a loss of Five Thousand Dollars ($5,000.00) or less as determined by estimates or bids for repair and reconstruction obtained by the Board of Directors occurs to any Common Element and/or to any Condominium Units, the Insurance Trustee shall pay the proceeds received as a result of such loss

to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged Condominium Units. If the insurance proceeds shall be insufficient to make all repairs, any deficiency shall be made up by a Special Assessment against all of the Condominium Unit Owners. Upon completion of such repairs, the Association, upon request of any Institutional Mortgagee of any such damaged Condominium Unit, shall provide such Institutional Mortgagee with an affidavit stating that the repairs have been completed in a manner acceptable to the Association.

3. The Insurance Trustee shall hold in trust all insurance proceeds received in excess of Five Thousand Dollars ($5,000.00) as a result of damages to any Common Element and/or to any Condominium Units, together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph 3(c) and shall distribute such funds in the following manner:

(a) The Board of Directors shall obtain estimates or bids for the cost of rebuilding and reconstructing such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(b) If the insurance proceeds are sufficient to repair and restore all of such damaged improvements or if the insurance proceeds together with the funds described in subparagraph 3(c) below are sufficient for such purpose, then such damaged improvements shall be repaired and restored. The Board of Directors shall negotiate for the repair and restoration of such damaged Condominium Property, and on behalf of the Association shall negotiate and enter into a contract with a contractor or contractors to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board of Directors, which contractor shall post a performance and payment bond with respect to such work if required by the Board of Directors. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such contract; provided, however, that prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Institutional Mortgagees.

(c) If the insurance proceeds are insufficient to repair and restore all of the damaged improvements (within the Common Elements and/or to Common Elements), the Board of Directors shall hold a special meeting to determine a Special Assessment against all of the Condominium Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of Directors of the amount of such Special Assessment, the Board of Directors shall immediately levy such Special Assessment against the Condominium Units setting forth the date or dates of payment of the same, and any and all funds received from the Condominium Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) above.

4. If after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be divided into equal shares and each share of such proceeds shall be paid to the Owners and Institutional Mortgagees of record as their interests may appear.

5. Any improvements damaged in any casualty shall be repaired and replaced substantially in accordance with the architectural plans and specifications for (a) the Condominium Property as it existed at the time of the casualty or (b) new plans and specifications approved by the Design Review Committee and the Board of Directors in its discretion; provided, however, any substantial change from the structures in existence prior to the casualty set forth in new plans and specifications approved by the Design Review Committee and the Board of Directors which adversely affects the value of the Condominium Units shall require approval by Institutional Mortgagees holding first mortgages encumbering fifty one percent (51%) of the Condominium Units encumbered by such mortgages; and provided that in the event of substantial destruction of the entire Condominium Property, as determined by Declarant until the Turnover Date (as defined in the Articles), and thereafter the Board of Directors, the Institutional Mortgagee holding mortgages securing the highest total indebtedness on the Condominium Property consents to such repair and replacement.

XIX. PROHIBITION OF FURTHER DIVISION

The undivided share in the Common Elements which is appurtenant to a Condominium Unit shall not be separated from it and shall pass with the title to the Condominium Unit, whether or not separately described. The share in the Common Elements appurtenant to a Condominium Unit cannot be conveyed or encumbered except together with the Condominium Unit. The shares in the Common Elements appurtenant to Condominium Units are undivided, and no action for partition of the Common Elements shall lie. Additionally, except for "Alterations" (defined in Article XXIII.A of this Declaration) made by Declarant, there shall be no further division of Condominium Units and any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Condominium Unit shall be deemed to describe such entire Condominium Unit and the interest in the Common Elements appurtenant thereto.

XX. SEVERABILITY

If any provision of this Declaration, the Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

XXI. INTERPRETATION

A. Article, paragraph and subparagraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of either gender shall be deemed to include both genders, the use of the plural shall include the singular and the use of the singular shall include the plural.

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Associations as described in the Articles and By-Laws whether or not that person participates in the Associations as a member, except where the context requires "Member" to mean and refer to a member of the Master Owner's Association and Surf Club II & III Pool & Spa Association.

D. If a Court of competent jurisdiction should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the incorporators of the Association.

XXII. REMEDIES FOR VIOLATION

A. Each Condominium Unit Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, and in the event of its failure to act after demand upon it to do so has been made by any Condominium Unit Owner or any Institutional Mortgagee, then any Condominium Unit Owner or Institutional Mortgagee may bring an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to its subsequent enforcement. In any proceeding commenced because of an alleged failure of a Condominium Unit Owner to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees and expenses at all trial and appellate levels.

B. Notwithstanding the availability of the remedies set forth in Paragraph A above, the Association shall also have the power to assess reasonable fines as set forth in the By-Laws and to enforce any of the provisions of the Declaration, By-Laws, and Rules.

XXIII. PROVISIONS FOR ALTERATIONS OF CONDOMINIUM UNITS AND EXTERIOR OF BUILDING BY DECLARANT

A. In addition to Declarant's rights as set forth in Article V.B of this Declaration, Declarant, upon approval by all other Unit Owners in that condominium, has the right to alter the interior design and arrangement of all Condominium Units; to alter the boundaries between the Condominium Units; to combine two (2) or more Condominium Units into one (1) Condominium Unit; or to sever any Condominium Unit comprised of two (2) or more Condominium Units into its component parts as long as Declarant owns all of the Condominium Units so severed; and to make aesthetic alterations to the exterior of the Buildings (which alterations made by Declarant are referred to in this Article XXIV as the "Alterations").

B. Any alteration which will alter the boundaries of the Common Elements on any portion of the Condominium Property for which a Surveyor's Certificate has been recorded (other than interior walls abutting Condominium Units owned by Declarant or the floor or ceiling slab between Condominium Units owned by Declarant) will first require an amendment of this Declaration in the manner provided in Article XXV hereof.

C. If the Alterations do not alter the boundaries of the Common Elements (other than interior walls abutting Condominium Units owned by Declarant or the floor or ceiling slab between Condominium Units owned by Declarant), then an amendment of this Declaration shall be filed by Declarant in accordance with the provisions of this Paragraph C. Such amendment, as well as any amendment under Article V.B hereof, ("Declarant's Amendment") need be signed and acknowledged only by Declarant and shall not require approval of the Association, other Condominium Unit Owners or lienors or mortgagees of the Condominium Units. This amendment shall, if appropriate, adjust the share of Common Elements, Common Expenses, common surplus and the voting rights attributable to the Condominium Units being affected by the Alterations and may be made as a Declarant's Amendment as long as Declarant owns the Condominium Units for which the shares are being so adjusted.

XXIV. AMENDMENTS OF THE DECLARATION

A. Except as to matters described in Paragraphs B, C, D, E and F of this Article XXV or as otherwise provided herein, this Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of all the Condominium Unit Owners. Such vote shall be taken at any regular or special meeting of the Condominium Unit Owners called and held in accordance with the By-Laws. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to Declarant, to all Eligible Mortgagees (defined in this Declaration), and to the Owner's Association. The amendment shall become effective upon the recording of such certificate in the public records of Flagler County, Florida; provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to Declarant, all Eligible Mortgagees and the Owner's Association, unless such thirty (30) day period is waived in writing by Declarant, any Eligible Mortgagees and the Association.

B. Except for Declarant's rights to amend this Declaration as set forth herein, no amendment of the Declaration shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Condominium Unit, change the proportion or percentage by which any Condominium Unit Owner shares the Common Elements and Common Expenses or owns the Common Surplus, nor change any Condominium Unit's voting rights in the Association unless all of the record owners shall consent in writing thereto. Any such amendment shall be voted on at a special meeting of the Owners and their consent thereto shall be evidenced by a Certificate executed and recorded in the same manner as amendments provided in Paragraph A of this Article XXV.

C. Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Board of Directors shall immediately call a special meeting of the Condominium Unit Owners to consider amending the Declaration or such other documents in accordance with the Act. Upon the affirmative vote of at least twenty-five (25%) percent of the Condominium Unit Owners, with more such affirmative votes than negative votes, the Association shall amend the appropriate documents to correct such defect, error or admission, and a true copy of such amendment shall be mailed by the Association to Declarant and to all Eligible Mortgagees. Such Amendments shall become effective upon the recording of the Certificate in the public records of Flagler County, Florida; but such certificate shall not be recorded until thirty (30) days after the mailing of a copy thereof to Declarant and all Eligible Mortgagees, unless such thirty (30) day period is waived in writing by Declarant and all Eligible Mortgages.

D. Prior to the Majority Election Meeting (as defined in Article IX the Articles), Declarant alone may amend this Declaration, without the consent of the Condominium Unit Owners or the Board of Directors, in order to correct a scrivener's error, error in legal description, or other minor defect or omission or any other error or defect or omission that does not materially and adversely affect a Condominium Unit Owners property rights. This amendment shall be signed by Declarant alone, and a copy of the amendment shall be furnished to each Condominium Unit Owner, the Association and all Eligible Mortgagees as soon after recording thereof in the public records of Flagler County, Florida as is practicable. After the Majority Election Meeting, if it appears that through any scrivener's error a Condominium Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Elements in the Condominium have not been distributed in the Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of common surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to the Declaration approved by the Board of Directors.

E. This Declaration may be amended in the same manner as required for an amendment to the By-Laws when the Declaration is being amended solely for the purpose of setting forth or affixing an amendment of the By-Laws thereto.

F. No amendment of this Declaration or any Article or portion hereof shall be made which shall impair or prejudice the rights or priorities of Declarant, Associations, Masters Owner's Association, Surf Club II & III Pool & Spa Association, or Institutional Mortgagees without the specific written approval of Declarant, Associations, Masters Owner's Association Surf Club II & III Pool & Spa Association or the Institutional Mortgagees as the case may be.

XXV. RIGHT OF DECLARANT TO TRANSACT BUSINESS AND TO OWN, SELL AND LEASE CONDOMINIUM UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLES XIII AND XIV

A. To the extent not prohibited by applicable law, the provisions, restrictions, terms and conditions of Articles XIII and XIV hereof shall not apply to Declarant as a Condominium Unit Owner, and in the event and so long as Declarant shall own any Condominium Unit, whether by reacquisition or otherwise, Declarant shall have the right to use, lease, sell, convey, transfer, mortgage or encumber any such Condominium Unit upon any terms and conditions as it shall deem to be in its own best interests.

B. Notwithstanding the other provisions of this Declaration, Declarant reserves and Declarant and its nominees shall have the right, without charge, to enter into and transact on the Condominium Property any business necessary to consummate the sale, lease or encumbrance of Condominium Units or real property in the project including, but not limited to, the right to use Condominium Units it owns for sales or rental purposes, maintain models, sales areas and sales offices, rental areas and rental offices, place signs, employ sales and rental personnel, use the Common Elements and show Condominium Units. Declarant reserves and shall have the right to make repairs to the Condominium Property and to carry on construction activity. Further, Declarant shall have easements over the Condominium Property necessary in order to use such rights. Declarant and its nominees may exercise the foregoing rights without notifying

the Association. Any such models, bookkeeping room, file room, kitchen, sales area, sales office, rental area, rental office, signs and any other items pertaining to such sales, rental, and construction efforts shall not be considered a part of the Common Elements and shall remain the property of Declarant so long as Declarant owns any Condominium Unit. This Article XXVI may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant.

C. The rights reserved to Declarant in this Article XXVI and elsewhere in this Declaration may be assigned in writing by Declarant in whole or in part, and in any event these rights shall inure to the benefit of Declarant's successors and assigns.

XXVI. ASSOCIATION TO ACQUIRE INTERESTS AND ENTER INTO AGREEMENTS

A. The Master Documents set forth the manner in which the "Owners" (defined in the Master Documents) in Matanzas Shores, their family members, guests, invitees and lessees may use and enjoy the Common Area and the Residential Property and the sharing of Operating Expenses. The Master Documents are not a declaration of condominium. However, the Condominium Property and the provisions of this Declaration are subject to the Master Documents. All covenants set forth in the Master Documents including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as therein set forth, shall run with the Land.

B. The Pool & Spa Documents set forth the manner in which the "Owners" (defined in the Pool & Spa Documents) in Surf Club II & III Pool & Spa Association, their family members, guests, invitees and lessees may use and enjoy the pool and spa facilities. The Pool & Spa Documents are not a declaration of condominium. However, the Condominium Property and the provisions of this Declaration are subject to the Pool & Spa Documents. All covenants set forth in the Pool & Spa Documents including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as therein set forth, shall run with the Land.

C. The Board of Directors is authorized to enter into other agreements to acquire other possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses; provided, however, that in the event the expenditures incurred thereby exceed, in the aggregate, Five Thousand Dollars ($5,000.00) per annum, the approval of seventy-five percent (75%) of the Owners shall first be required.

D. The Board of Directors shall have the right to enter into agreements with management entities, any of which may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant, to manage and operate the Condominium, including services and administrative obligations required to be performed by the Association pursuant to this Declaration. The expenses incurred thereunder shall be Common Expenses.

XXVII. RIGHTS OF ELIGIBLE MORTGAGEES

A. The Association shall be required to make available for inspection upon reasonable notice, during normal business hours the Condominium Documents and the books, records and financial statements of the Association to the Condominium Unit Owners and the holders, insurers or guarantors of any first mortgages encumbering Condominium Units. In addition, evidence of insurance shall be issued to each Condominium Unit Owner and mortgagee holding a mortgage encumbering a Condominium Unit upon written request to the Association.

B. Upon written request to the Association, any Institutional Mortgagee shall be entitled to financial statements for the immediately preceding fiscal year.

C. Upon written request to the Association, identifying the name and address of an Institutional Mortgagee or the insurer or guarantor of a mortgage held by an Institutional Mortgagee encumbering a Condominium Unit (such Institutional Mortgagee, insurer or guarantor is herein referred to as an "Eligible Mortgagee") and the legal description of such Condominium Unit, the Association shall provide such Eligible Mortgagee with timely written notice of the following:

1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Condominium Unit encumbered by a first mortgage of such Eligible Mortgagee;

2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Condominium Unit; and

4. Any delinquency in the payment of any Assessments or any other charge owed to the Association by a Condominium Unit Owner owning a Condominium Unit encumbered by a mortgage held, insured or guaranteed by an Eligible Mortgagee where such failure or delinquency has continued for a period of sixty (60) days. The Association shall not be liable to any Eligible Mortgagee for its failure to provide materials or information to any Eligible Mortgagee as hereinabove provided.

D. Declarant and any Eligible Mortgagee shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any Assessments which are in default and which may or have become a charge against any Condominium Unit. Declarant and any Eligible Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay insurance premiums or fidelity bond premiums or any "New Tax" as defined in this Declaration, on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may occur or have occurred or, in regard to New Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Declarant and any Eligible Mortgagees making any such payments on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, reasonable attorneys' fees and expenses at all trial and appellate levels.

XXVIII. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

A. Deposit of Awards With Insurance Trustee.

1. The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. If any award shall be paid to a Condominium Unit Owner, the Condominium Unit Owner shall deposit the award with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors, a Special Assessment shall be made against a defaulting Condominium Unit Owner in the amount of the award, or the amount of the award shall be set off against the sums hereafter made payable to that Condominium Unit Owner.

2. The Association shall represent the Condominium Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any part thereof, by the condemning authority.

B. Disbursement of Funds. If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be divided into the shares described in this Declaration and distributed to the Condominium Unit Owners and Institutional Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Condominium Units will be made whole and the Condominium Property damaged by the taking will, to the extent reasonably possible, be made usable in the manner provided below.

C. Condominium Unit Reduced But Tenantable. If the taking reduces the size of a Condominium Unit ("Affected Condominium Unit") and the remaining portion of the Affected Condominium Unit can be made tenantable, the award for the taking of a portion of the Affected Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected:

1. The Affected Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Association and assessed as a Common Expense.

2. The balance of the award, if any, shall be distributed to the owner of the Affected Condominium Unit and to the Institutional Mortgagee of the Affected Condominium Unit, the remittance being made payable to the Condominium Unit Owner and mortgagee as their interests may appear.

3. If the floor area of the Affected Condominium Unit is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Condominium Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Condominium Unit is reduced by the taking, and the shares of all Condominium Units in the Common Elements shall be restated with the

Reduction in Percentage of Common Elements being allocated to all the Condominium Units of the Condominium in proportion to their share of ownership in the Common Elements.

D. Affected Condominium Unit Made Untenantable. If the taking is of the entire Affected Condominium Unit or so reduces the size of an Affected Condominium Unit that it cannot be made tenantable, the award for the taking of the Affected Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The award or the market value of the Affected Condominium Unit immediately prior to the taking, whichever is less, shall be paid to the Condominium Unit Owner and the Institutional Mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Condominium Unit, if any, shall become a part of the Common Elements of the Condominium and shall be placed in a condition approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph D.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

3. The shares in the Common Elements of the Condominium appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Condominium Unit among the reduced number of Condominium Units in the Condominium. The shares of the continuing Condominium Units in the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Condominium Units being allocated to all of the continuing Condominium Units of the Condominium in proportion to their relative share of ownership in the Common Elements.

4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Condominium Unit to the Condominium Unit Owner and to condition the remaining portion of the Affected Condominium Unit for use as a part of the Common Elements, the additional funds required to condition the remaining portion of the Affected Condominium Unit for use as part of the Common Elements shall be raised by Special Assessments against all of the Condominium Unit Owners who will continue as Condominium Unit Owners of the Condominium after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares in the Common Elements of those Condominium Unit Owners remaining after the changes effected by the taking.

5. If the market value of an Affected Condominium Unit prior to the taking cannot be determined by agreement among the Condominium Unit Owners, the Institutional Mortgagee of the Affected Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Condominium Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Condominium Units in the Condominium in proportion to the shares of the Condominium Units in the Common Elements as they exist prior to the changes effected by the taking.

E. Taking of Common Elements. Any award for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the award, the work shall be approved in the manner required for further improvements of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Condominium Unit Owners in the shares in which they own the Common Elements and to Institutional Mortgagees as their interests may appear.

F. Amendment of Declaration. The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment of this Declaration that need be approved only by a majority of the Board of Directors with the written approvals from Declarant and Eligible Mortgagees as may be required pursuant to Article XXIV of this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed by certified or registered mail by the Association to Declarant, all Condominium Unit Owners and Eligible Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the public records of the County; provided, however, such amendment shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30) day period is waived in writing by the Interested Parties.

XXIX. TERMINATION

A. This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of all Condominium Unit Owners and the written consent of all Institutional Mortgagees encumbering Condominium Units in the Condominium.

B. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Condominium Unit Owners, pro rata, in accordance with their shares in the Common Elements. Any and all lien rights provided for in this Declaration shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Condominium Unit Owners thereof as tenants in common.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed in its name and on its behalf by its President this 24th day of April, 2002.

Witnesses:

Ronald N. Kaan

Ryan Kaan

DECLARANT:
PALM COAST BLUE WATER INTERNATIONAL CORPORATION, A Florida corporation

By: Valerie Kaan
Valerie Kaan, President

JOINED IN BY:
SURF CLUB II CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Mary Giannetta

Barbara C Hard

By: _____
President, William Harkins

Attest: _____
Secretary, Greg Robinson

STATE OF FLORIDA)
) SS:
COUNTY OF ~~FLAGLER~~)
Palm Beach

The foregoing instrument was acknowledged before me this 24 day of Apr 2000, by Valerie Kaan, President of Palm Coast Blue Water International Corporation, on behalf of the Company. Personally is known to me and did not take an oath.

Ronald N. Kaan
Commission # CC 925857
Expires April 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Ronald N. Kaan
NOTARY PUBLIC
My Commission Expires: april 6, 2004

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this 29 day of April ~~2000~~ 2002, by William HARKING and GREG Robinson, President and Secretary, respectively, of Surf Club II Condominium Association, Inc. William and GREG are known to me and did not take oaths.

JUDITH KINCAID
MY COMMISSION EXPIRES
June 26, 2004
#CC 949198
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Judith Kincaid
NOTARY PUBLIC
My Commission Expires:

JOINDER AND CONSENT BY MORTGAGEE TO DECLARATION OF CONDOMINIUM FOR SURF CLUB II

Know All Men By These Presents:

WHEREAS, ***PALM COAST BLUE WATER INTERNATIONAL CORPORATION, a Florida corporation*** ("Blue Water"), mortgagor, by Mortgage dated the ***30th day of June, 2001***, and recorded in the office of the Clerk of the Circuit Court in and for the County of Flagler, State of Florida, in Official Records Book ***726***, Page ***978***, mortgaged unto ***OCEAN BANK*** said Mortgage being assigned to ***CONSOLIDATED FINANCIAL, L.L.C.***, as recorded in Official Records Book 756, Page 231, and further assigned to ***OLD STANDARD LIFE INSURANCE COMPANY***, as recorded in Official Records Book 778, Page 1394, further Amended and Restated in O.R. Book 778, Page 1397, and further assigned, as recorded in Official Records Book 829, Page 253 to assignee/lenders as listed in Exhibit A thereof, as further Amended and Restated in O.R. Book 829, Page 263, Instrument No. 2002021874, and further assigned by all subsequent Assignments of Beneficial Interest in Deed of Trust recorded in the Public Records of Flagler County, Florida. (All assignees/lenders hereinafter referred to collectively as "Mortgagees"), the Premises being particularly described therein, to secure the payment of the monies, with interest as therein mentioned,

WHEREAS, all Mortgagees have appointed the undersigned, USA Commercial Mortgage Company, a Nevada corporation ("USA") as their Agent pursuant to a Declaration of Agency-Limited Power of Attorney ("Declaration") to execute and deliver full and/or partial releases of the mortgage, said Declarations having been recorded in the Public Records of Flagler County, Florida; and

AND WHEREAS, BLUE WATER has requested USA to join in and consent to the Declaration of Condominium for Surf Club II converting the real property more particularly described therein to condominium use.

NOW THEREFORE, the undersigned, as agent and attorney-in-fact for all Mortgagees as their interest may appear and as shown in the Public Records of Flagler County, Florida, hereby joins in and consents on behalf of all said Mortgagees to the filing of that certain Declaration of Condominium of Surf Club II, a Condominium (the "Declaration") to be recorded in the Public

Records of Flagler County, Florida to establish a condominium with respect to the property encumbered by the Mortgage. The Mortgage shall hereafter encumber all condominium units as established by such Declaration and an undivided interest in any common elements established by such Declaration and an undivided interest in any common elements and limited common elements appurtenant to such condominium units.

IN WITNESS WHEREOF, the *undersigned* has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 11 day of September, 2003.

Signed, sealed and delivered in the presence of:

(Corporate Seal)

USA COMMERCIAL MORTGAGE COMPANY, as agent and attorney-in-fact and on behalf of all Mortgagees as their interests appear in the Public Records of Flagler County, Florida.

By: _____
Joseph D. Milanowski, President

STATE OF NEVADA
COUNTY OF CLARK

Subscribed and sworn to before me, an officer duly authorized to administer oaths and take acknowledgments, by Joseph D. Milanowski as President of USA COMMERCIAL MORTGAGE COMPANY, as agent and attorney-in-fact and on behalf of all Mortgagees as their interests appear in the Public Records of Flagler County, Florida, who acknowledged before me that he executed the same, that he is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this 11 day of September, 2003.

[Notary Seal]

My Commission Number/Expires: 2/4/07

NOTARY PUBLIC
Printed Name: LYNDA Stewart

LYNDA STEWART
Notary Public, State of Nevada
Appointment No. 94-5332-1
My Appt. Expires Feb. 4, 2007

Joinder 09.04.03.doc

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING. excepting therefrom the following described parcel.

POOL SITE (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 123.49 FEET, THENCE SOUTH 58°44'28" EAST 42.43 FEET, THENCE NORTH 69°45'59" EAST 40.40 FEET, THENCE NORTH 20°21'28" WEST 242.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

EXHIBIT 'B'

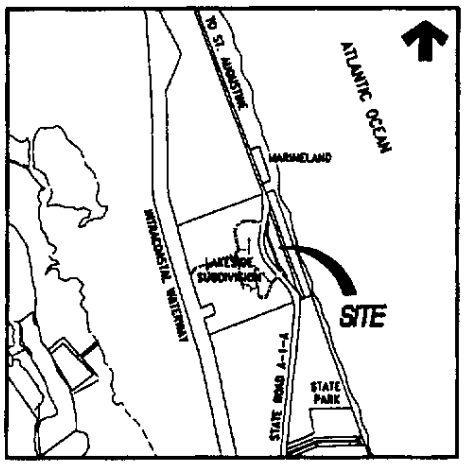
OFF REC 0983 PAGE 0162

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SCHEDULE

SHEET NUMBER	CONTENTS
1.	SCHEDULE/VICINITY MAP/CERTIFICATION
2.	SITE PLAN
3.	NOTES, LEGEND/ABBREVATIONS
4.	OVERALL FLOOR PLAN - GARAGE (NORTH WING)
5.	OVERALL FLOOR PLAN - GARAGE (SOUTH WING)
6.	OVERALL FLOOR PLAN - 1st FLOOR (NORTH WING)
7.	OVERALL FLOOR PLAN - 1st FLOOR (SOUTH WING)
8. - 18.	RESIDENCES 101 - 111
19. - 20.	MULTI-PURPOSE 112 - 113
21. - 31.	RESIDENCES 114 - 124
32.	OVERALL FLOOR PLAN- 2nd FLOOR (NORTH WING)
33.	OVERALL FLOOR PLAN- 2nd FLOOR (SOUTH WING)
34. - 57.	RESIDENCES 201 - 224
58.	OVERALL FLOOR PLAN- 3rd FLOOR (NORTH WING)
59.	OVERALL FLOOR PLAN- 3rd FLOOR (SOUTH WING)
60. - 83.	RESIDENCES 301 - 324
84.	OVERALL FLOOR PLAN- 4th FLOOR (NORTH WING)
85.	OVERALL FLOOR PLAN- 4th FLOOR (SOUTH WING)
86. - 109.	RESIDENCES 401 - 424
110.	OVERALL FLOOR PLAN- 5th FLOOR (NORTH WING)
111.	OVERALL FLOOR PLAN- 5th FLOOR (SOUTH WING)
112. - 135	RESIDENCES 501 - 524
136.	OVERALL FLOOR PLAN- 6th FLOOR (NORTH WING)
137.	OVERALL FLOOR PLAN- 6th FLOOR (SOUTH WING)
138. - 161.	RESIDENCES 601 - 624
162.	OVERALL FLOOR PLAN- 7th FLOOR (NORTH WING)
163.	OVERALL FLOOR PLAN- 7th FLOOR (SOUTH WING)
164. - 187.	RESIDENCES 701 - 724
188.	OVERALL FLOOR PLAN- 8th FLOOR (NORTH WING)
189.	OVERALL FLOOR PLAN- 8th FLOOR (SOUTH WING)
190. - 213.	RESIDENCES 801 - 824



VICINITY MAP – NOT TO SCALE

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DAYTONA BEACH FLAGLER/PALM COAST
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2732

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THE ATTACHED SHEETS 1 THROUGH 213, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN INCLUDING THE COMMON ELEMENTS AND THE CONDOMINIUM UNITS 101-124, 201-224, 301-324, 401-424, 501-524, 601-624, 701-724, 801-824, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE "SURF CLUB II CONDOMINIUM", DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE CONDOMINIUM AS-BUILT SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

TOMOKA ENGINEERING

REVISED 9-11-03

PETER G. JOHNSON,
FLA. PROFESSIONAL SURVEYOR/MAPPER #5913

F:\BUSB-DOC\012003\T3070BCDC SURF CLUB II\Certificate of Surveyor.doc

DATE ISSUED: 09/11/2003 JOB # T3070PCBWI SHEET 1 OF 213 SHEETS

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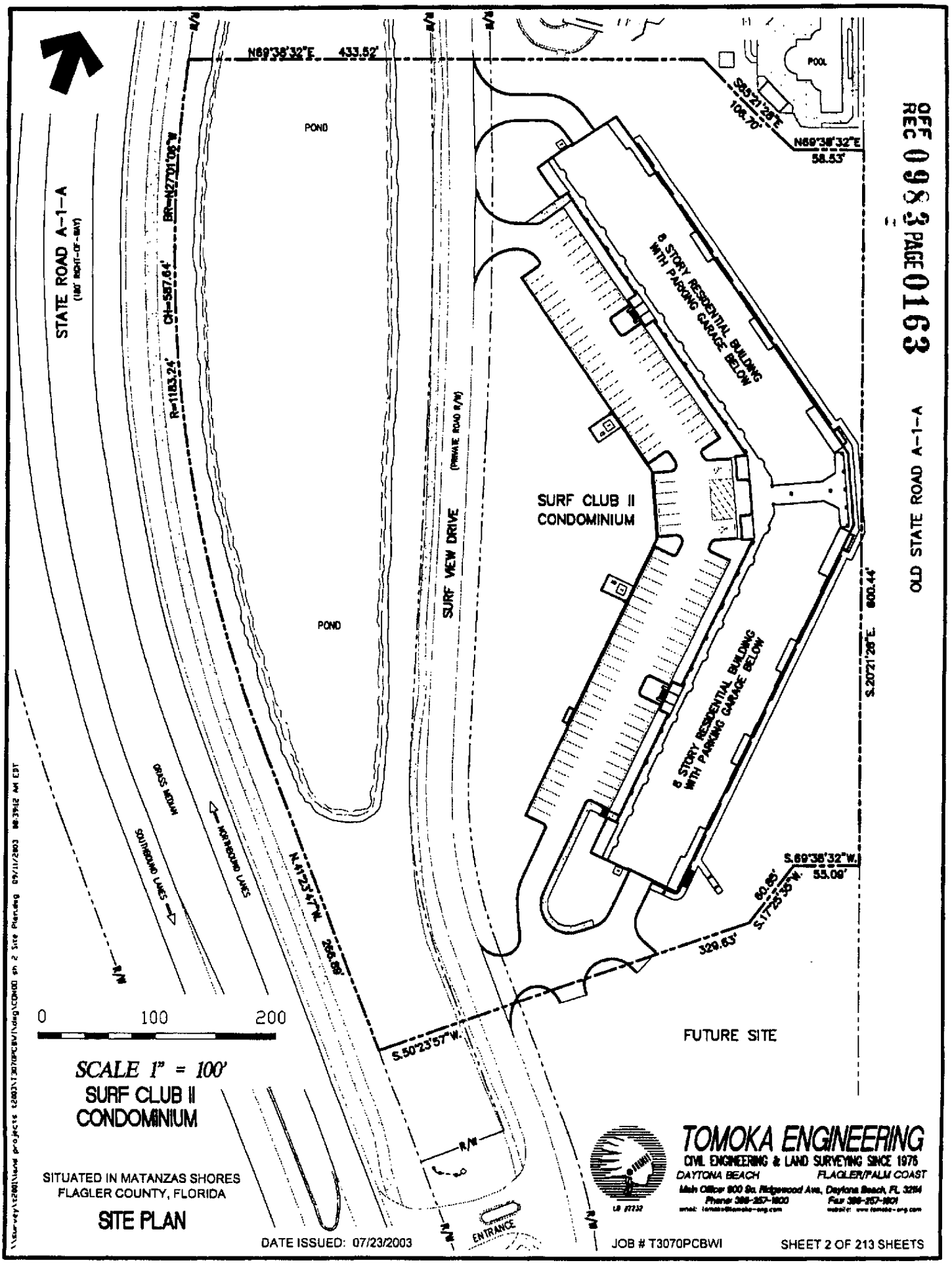

EXHIBIT 'B'

OFF REC 0983 PAGE 0164

NOTES:

C.E. = INDICATES COMMON ELEMENT

L.C.E. INDICATES LIMITED COMMON ELEMENT

UNIT BOUNDARIES – EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW. THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY CONSTRUCTION, SETTLEMENT, OR MOVEMENT OF THE BUILDINGS; OR BY PERMISSIBLE REPAIRS, RECONSTRUCTION, OR ALTERATIONS.

HORIZONTAL BOUNDARIES – THE UPPER AND LOWER BOUNDARIES OF THE UNITS WILL BE:

UPPER BOUNDARY – THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

LOWER BOUNDARY – THE PLANES OF THE UPPERSIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

PERIMETER BOUNDARIES – THE PERIMETER BOUNDARIES WILL BE BOTH FINISHED AND UNDECORATED INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.

COMMON ELEMENTS – THE PORTIONS OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT INCLUDED IN THE UNITS INCLUDING:

LAND,

ALL PARTS OF IMPROVEMENTS THAT ARE NOT INCLUDED WITHIN THE UNITS (NOTE: CHASES AND LOAD BEARING COLUMNS WITHIN UNITS ARE COMMON ELEMENTS)

EASEMENTS,

INSTALLATIONS FOR THE FURNISHING OF SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS, SUCH AS CHILLED WATER AIR CONDITIONING, ELECTRICITY, WATER AND SEWER.

LIMITED COMMON ELEMENT – MEANS THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS, OR WHICH BY THEIR NATURE OR LOCATION ARE INTENDED TO SERVE EXCLUSIVELY A UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

USE IS RESIDENTIAL.

ALL AREAS NOT DESCRIBED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

ALL IMPROVEMENTS SHOWN ARE COMPLETED.

LEGEND AND ABBREVATIONS:

	STRUCTURAL COLUMN – C.E.
	MASONRY WALL – C.E.
	NON-STRUCTURAL WALL
	DOOR & WINDOW AREAS
T.R.	*TRASH ROOM – C.E.*
ELEC.	*ELECTRICAL AREA – C.E.*
A/C	*AIR CONDITIONING AREA*

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

NOTES, FLOOR ELEVATIONS, LEGEND/ABBREVATIONS

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LB #2233

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 3 OF 213 SHEETS

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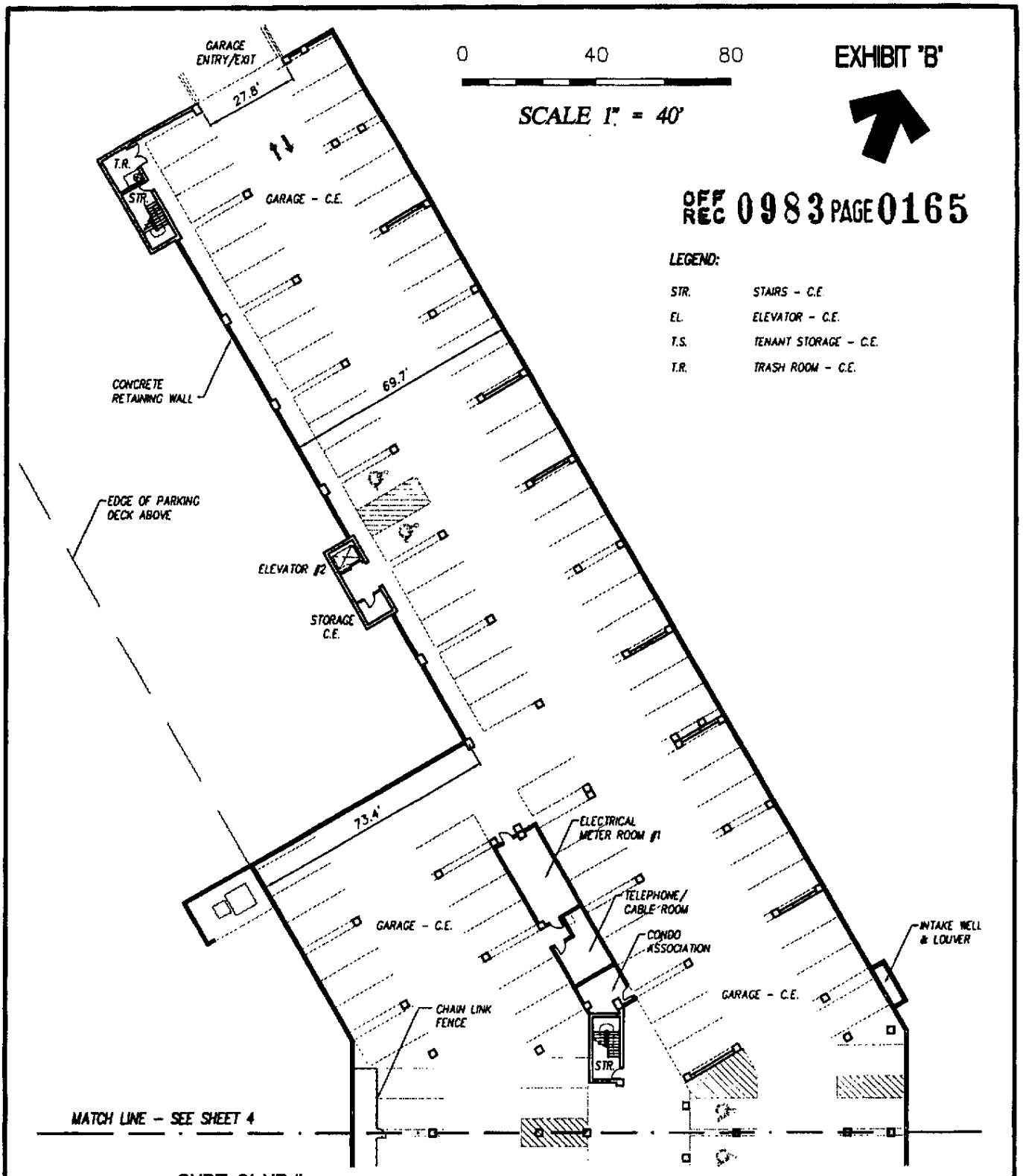

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

GARAGE - OVERALL LAYOUT (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 4 OF 213 SHEETS

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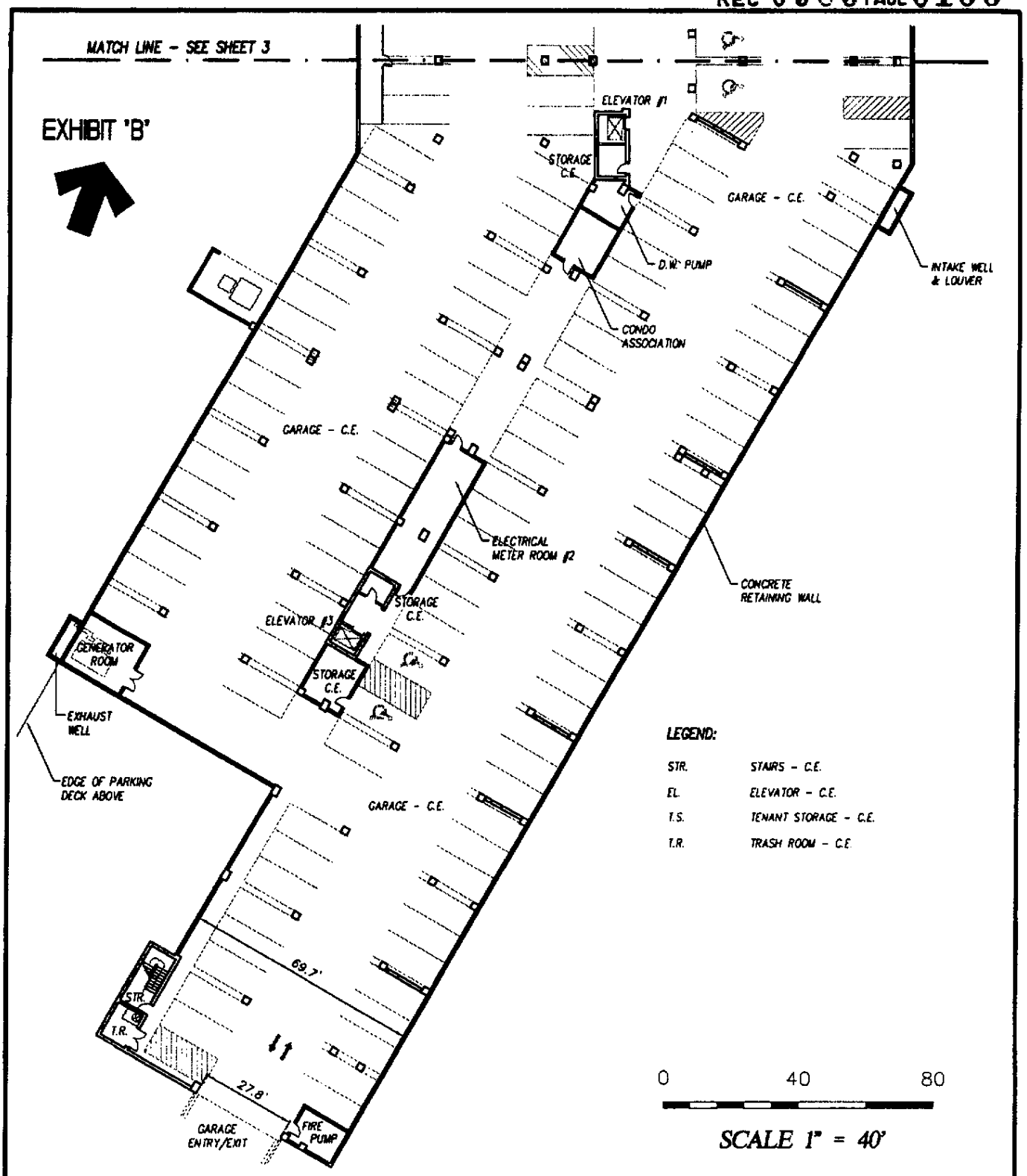

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

GARAGE - OVERALL LAYOUT (South Wing)

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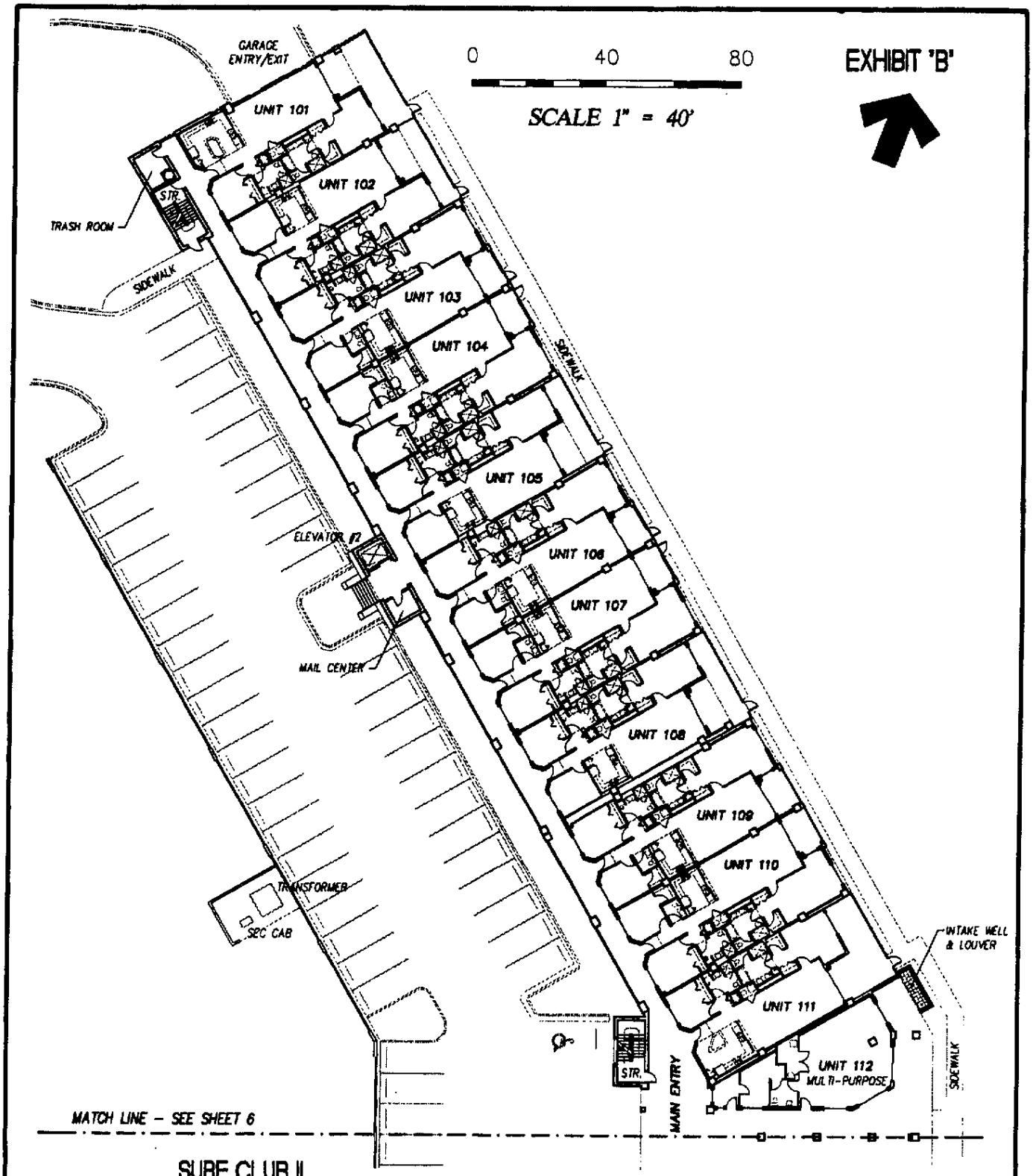

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - OVERALL LAYOUT (North Wing)

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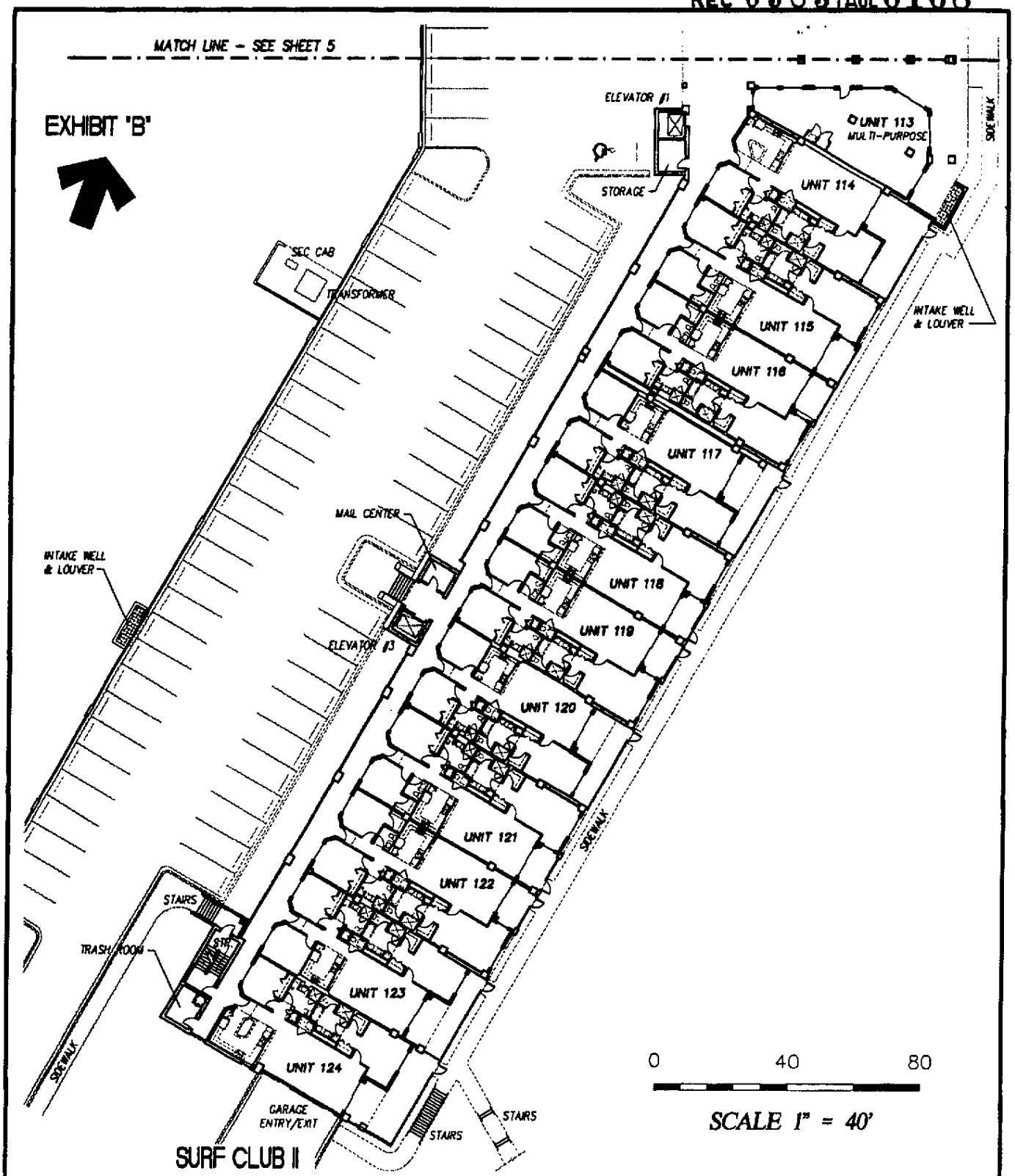

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - OVERALL LAYOUT (South Wing)

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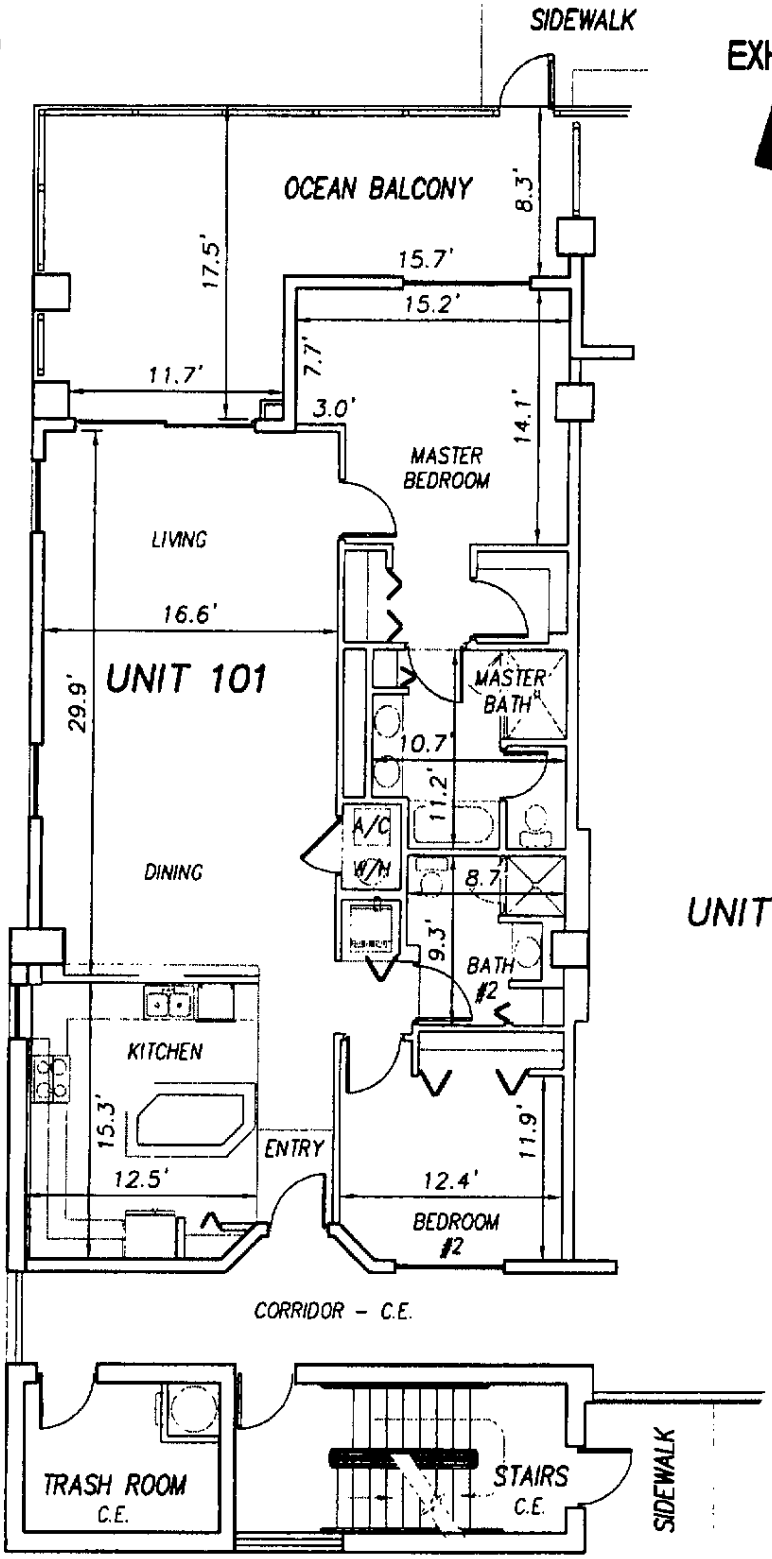
SCALE 1" = 10'

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 101 (North Wing)

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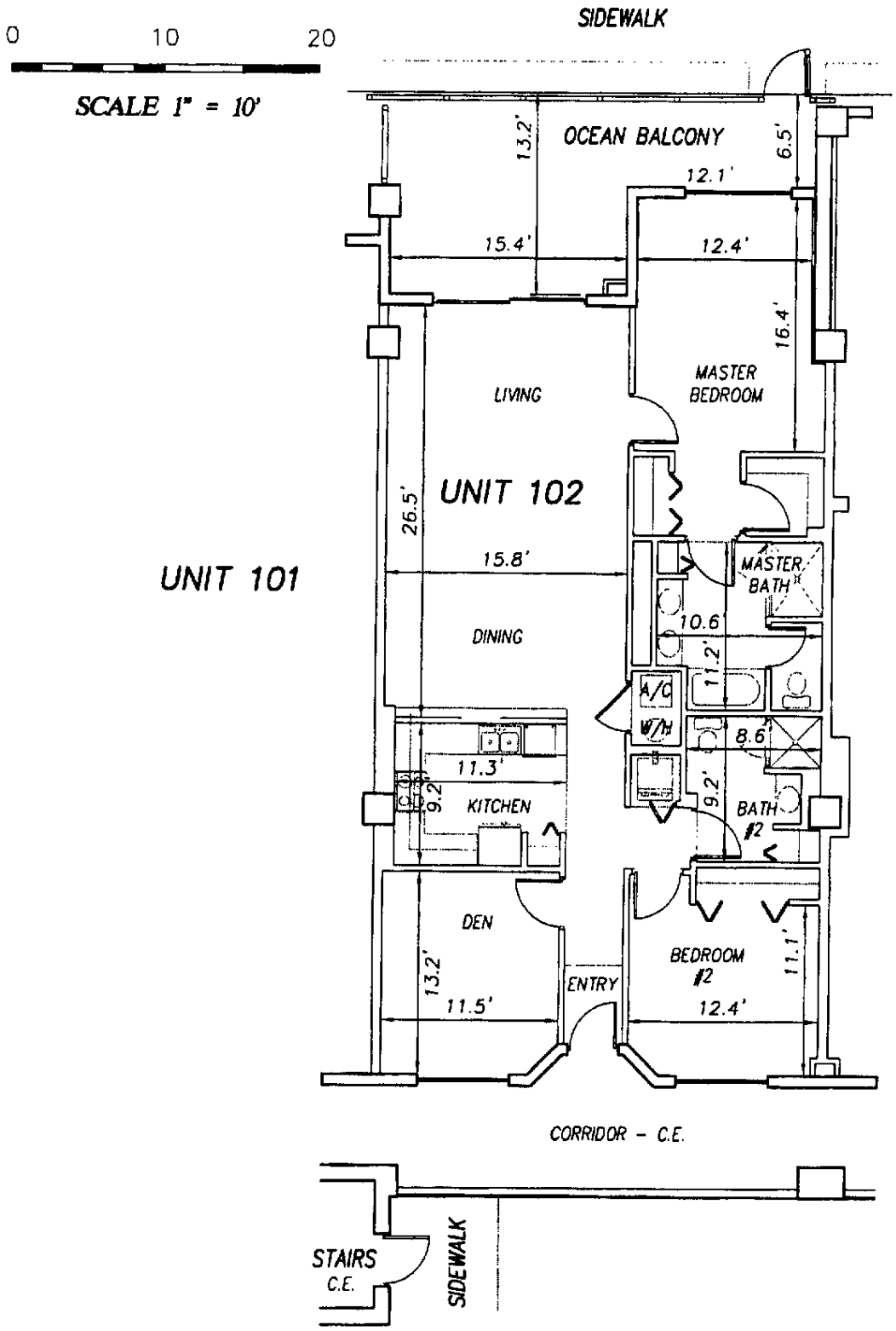

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 102 (North Wing)

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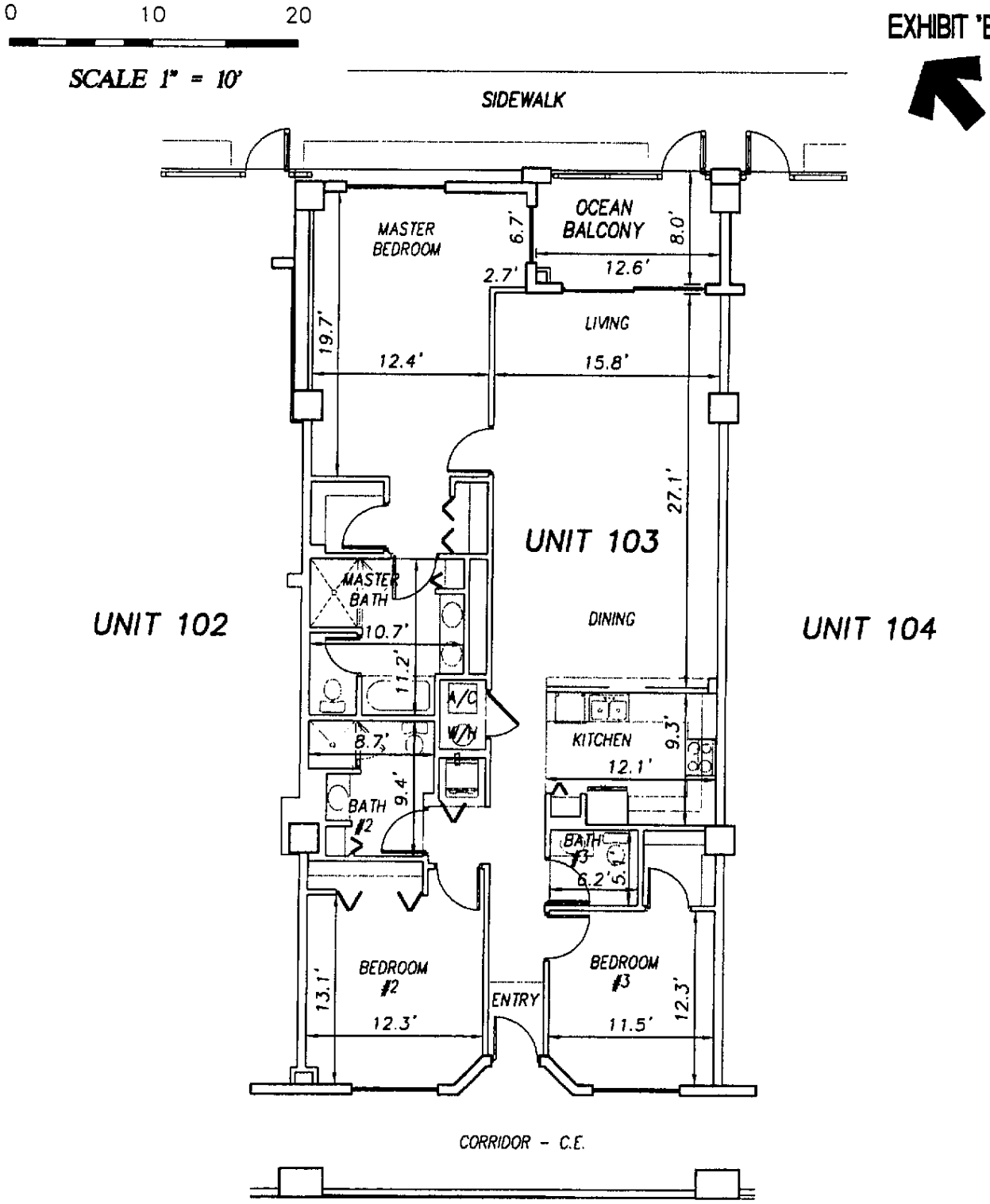

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 103 (North Wing)

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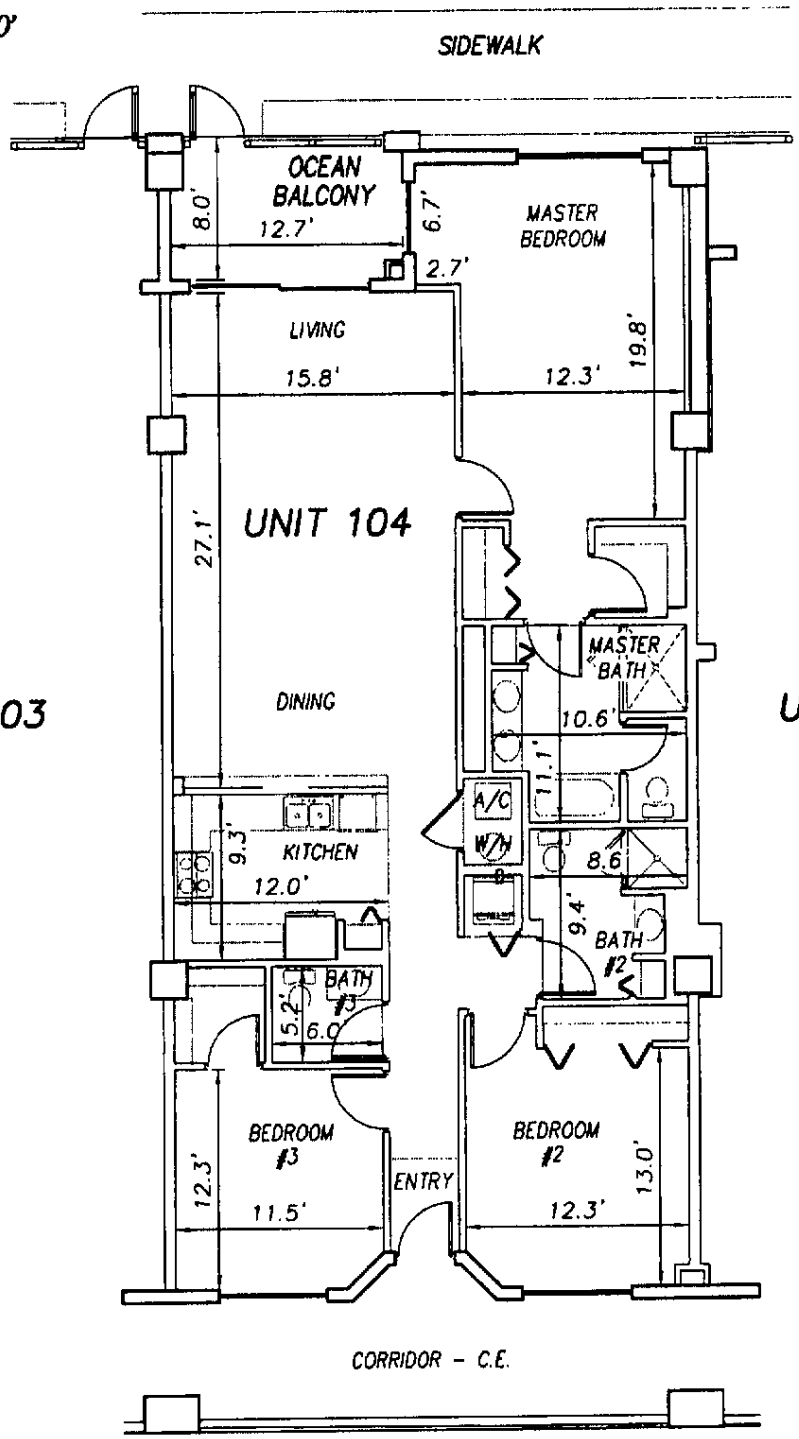

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 104 (North Wing)

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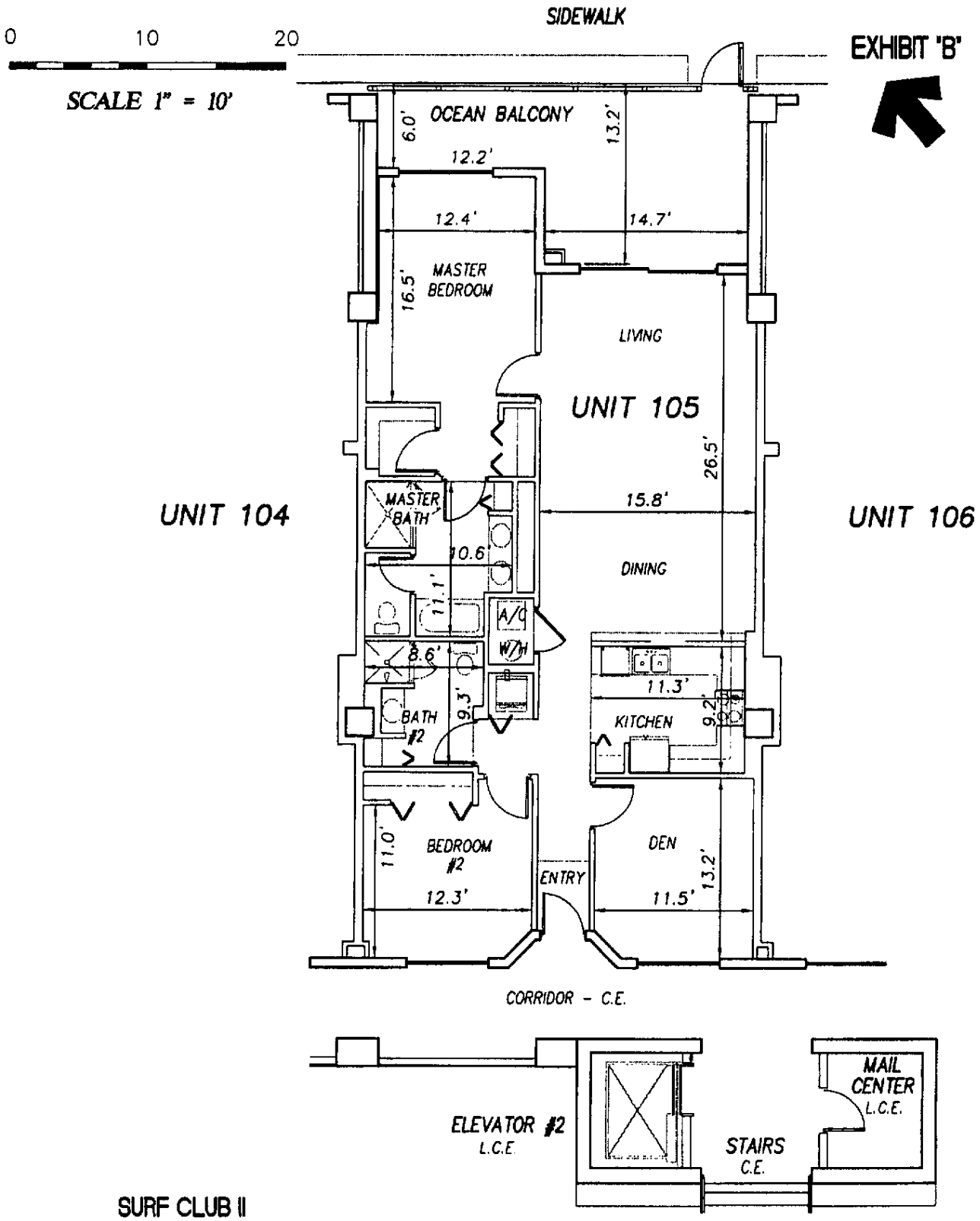

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 105 (North Wing)

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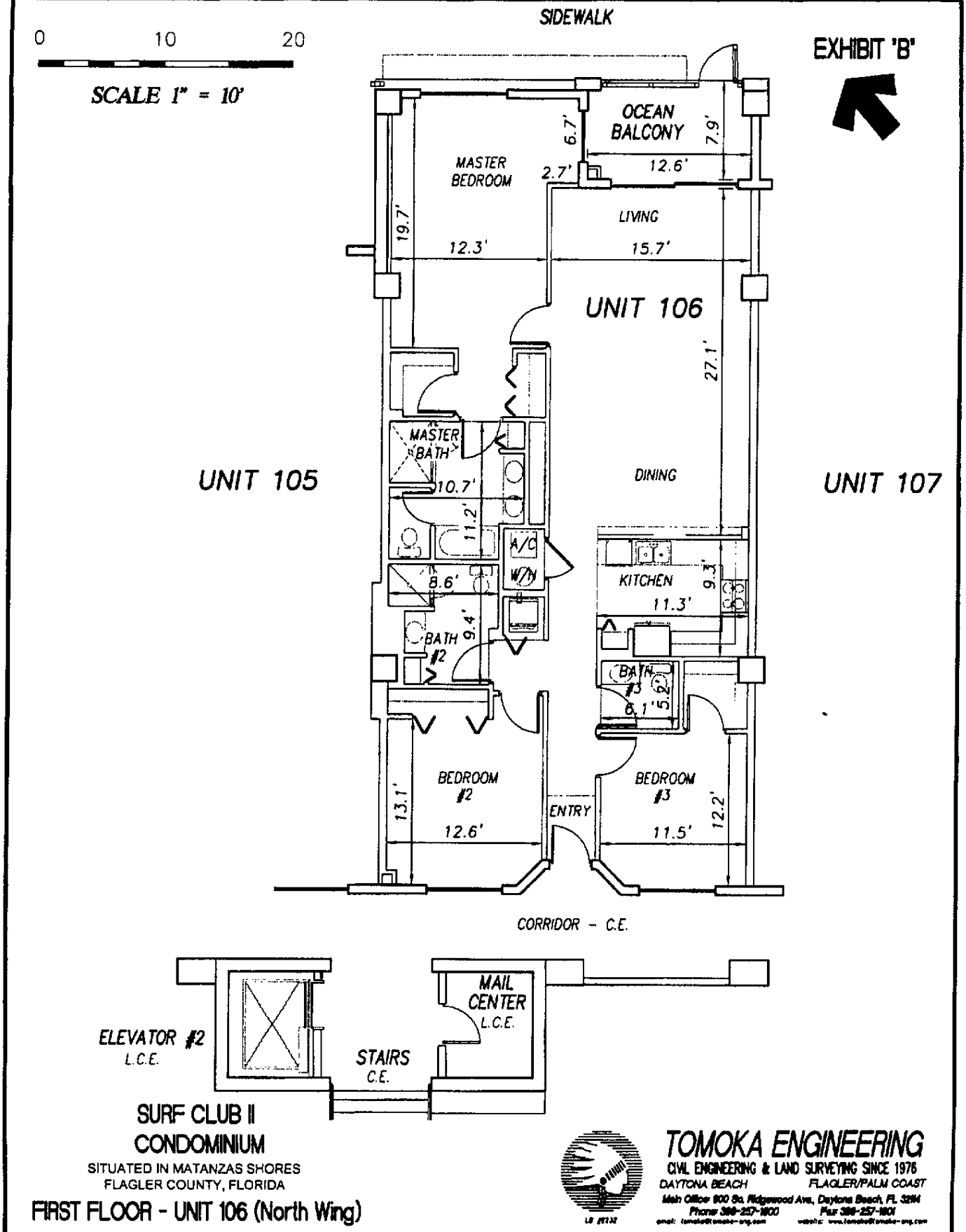

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 106 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 13 OF 213 SHEETS

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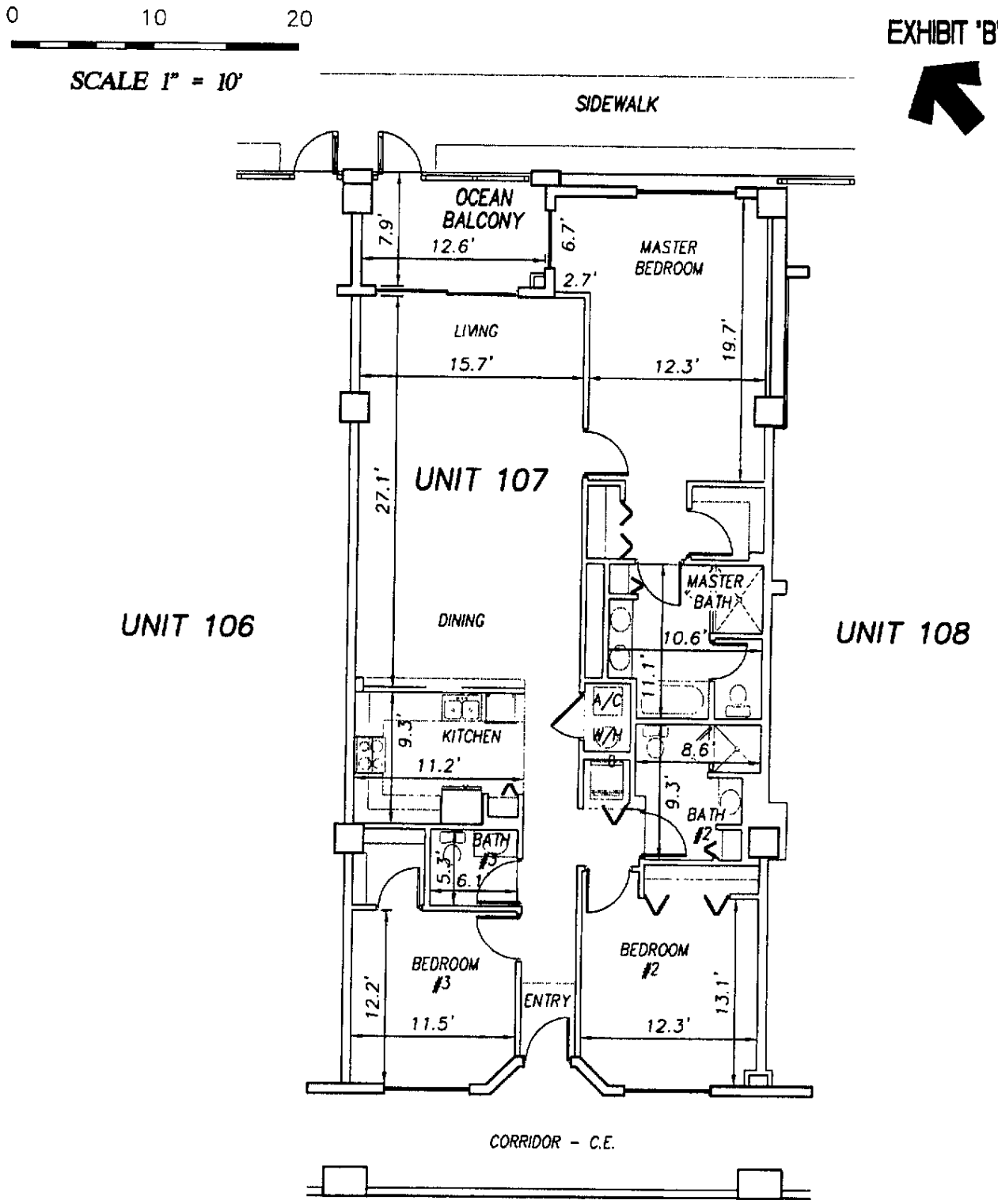

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 107 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 14 OF 213 SHEETS

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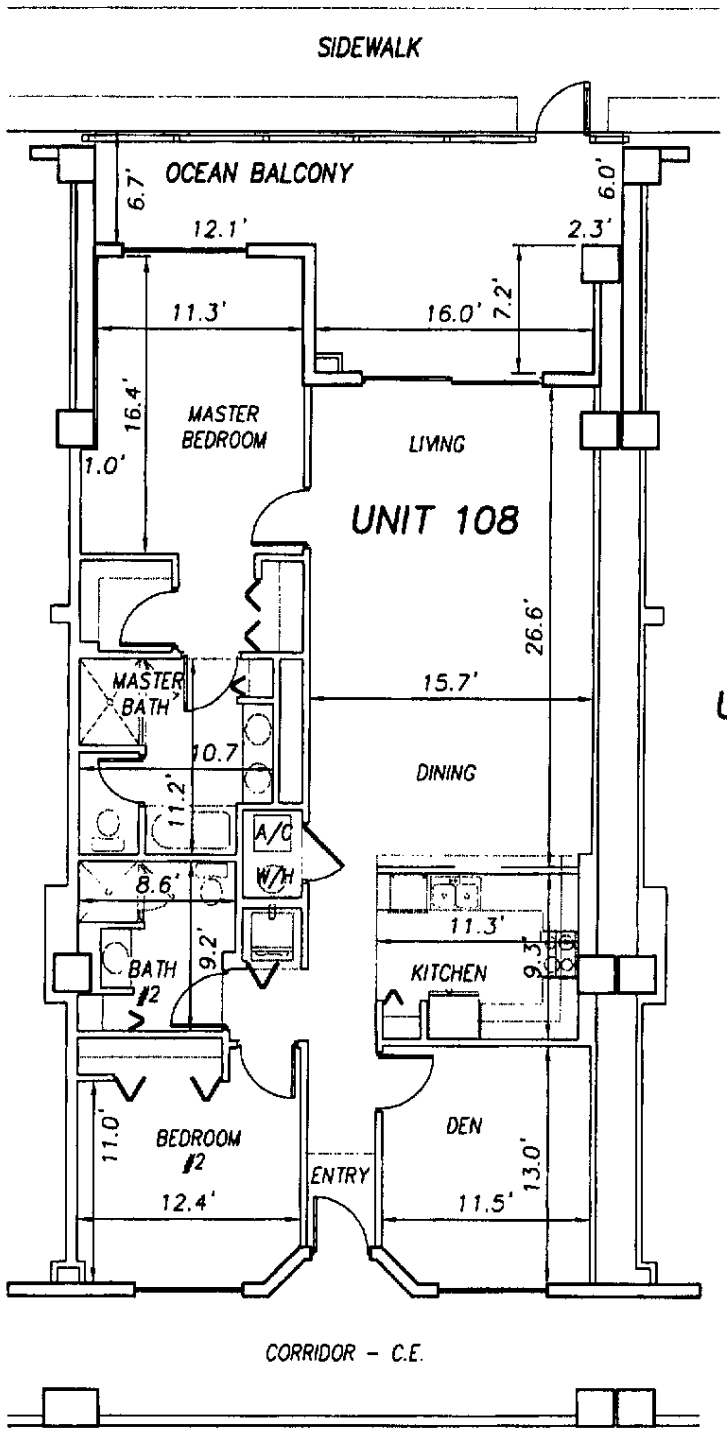
SCALE 1" = 10'

EXHIBIT 'B'



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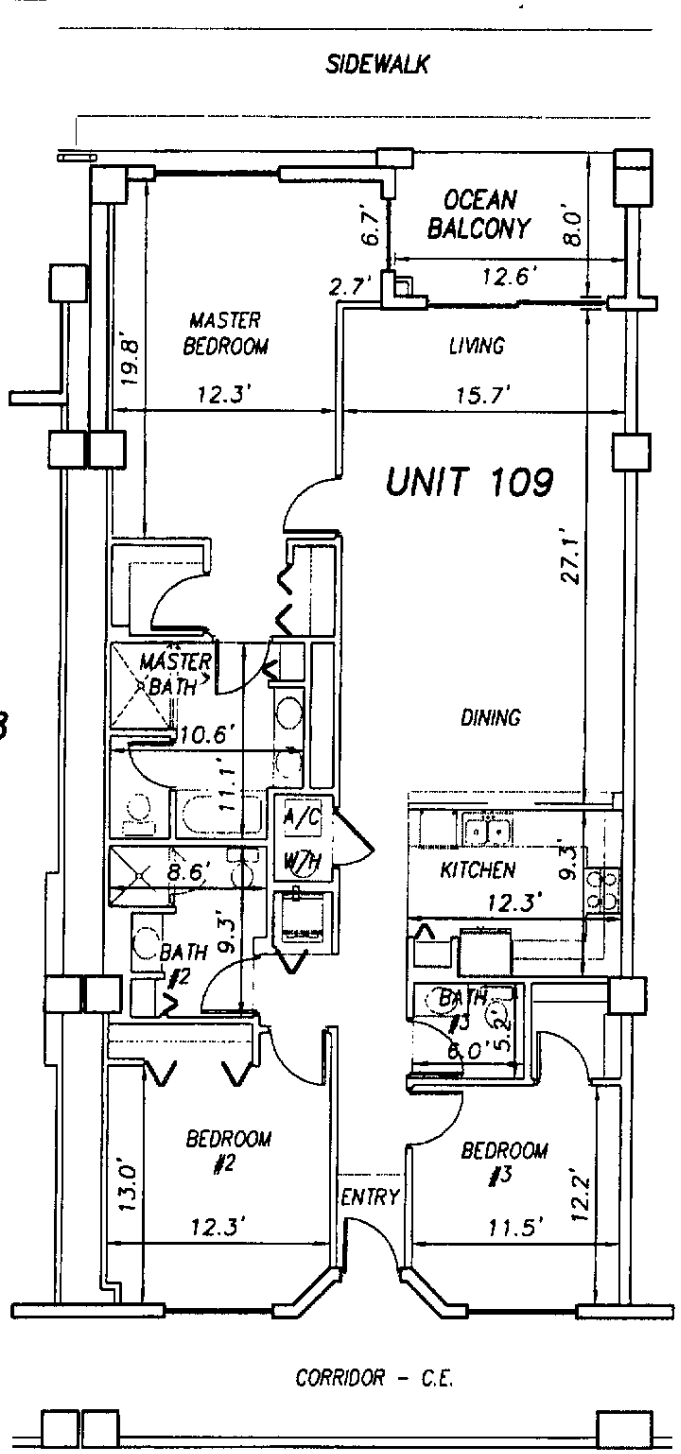

UNIT 108

UNIT 110

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
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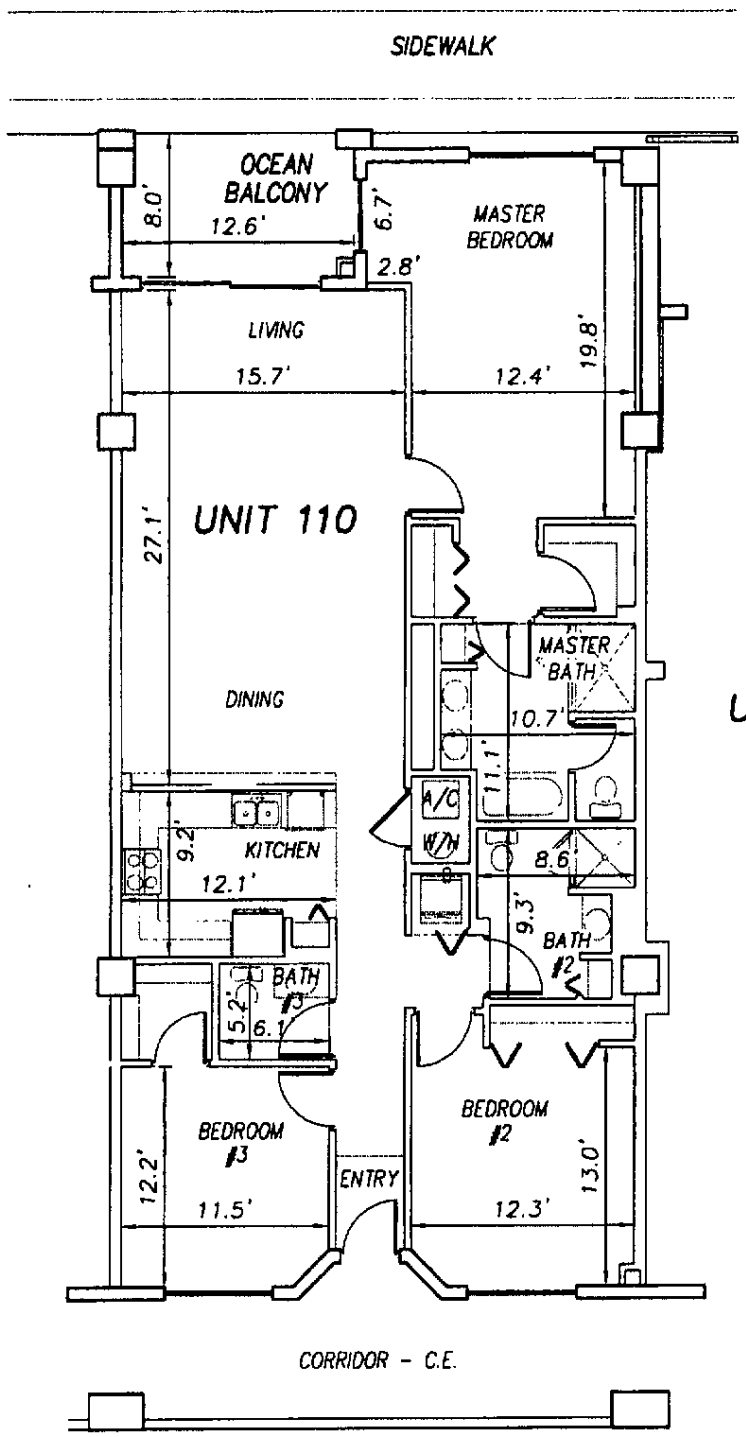

SURF CLUB II CONDOMINIUM

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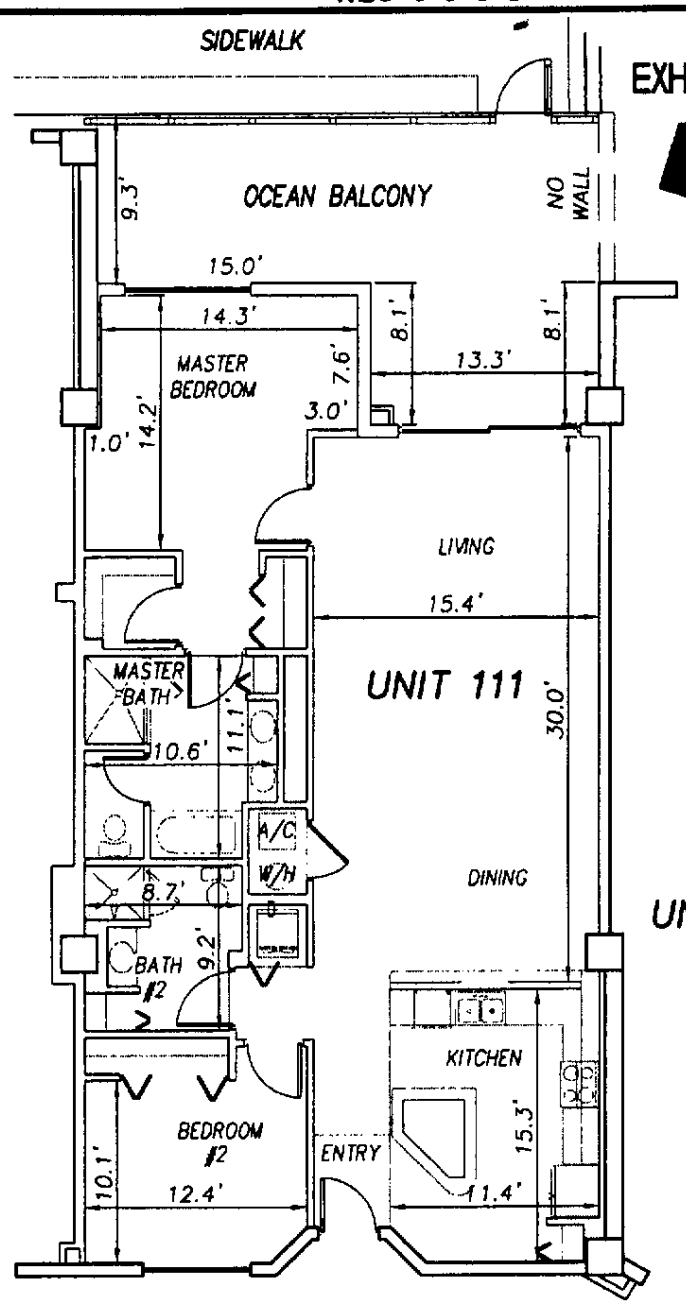

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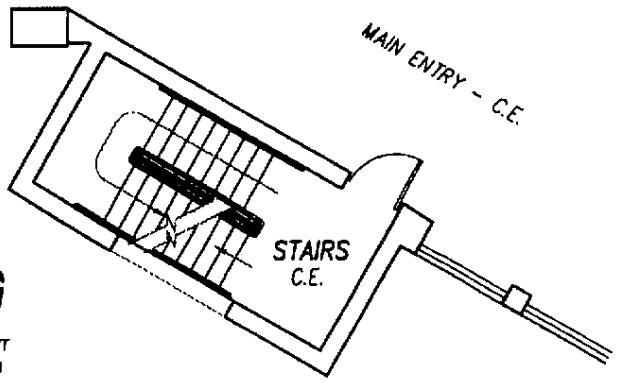
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
FIRST FLOOR - UNIT 111 (North Wing)



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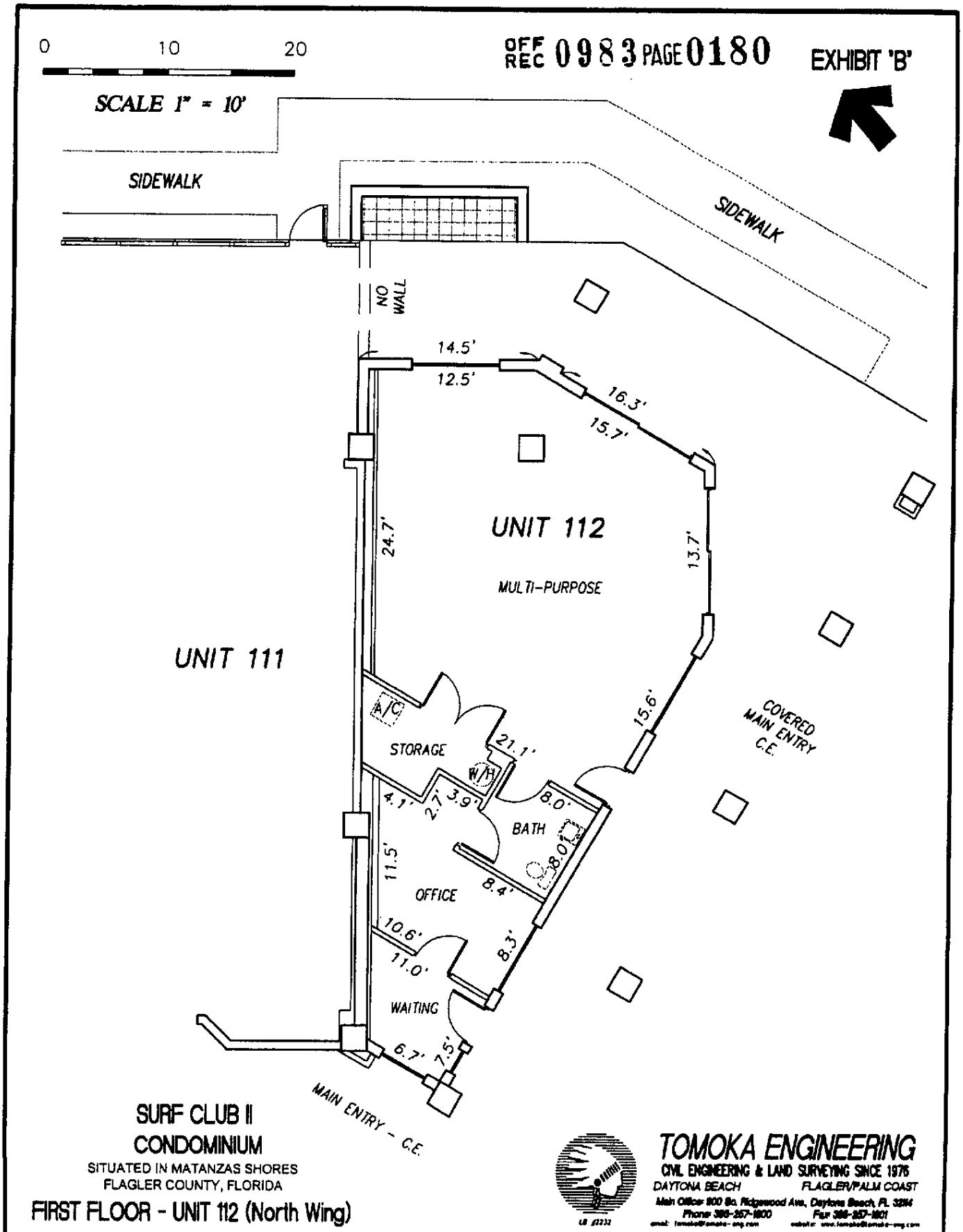

SURF CLUB II
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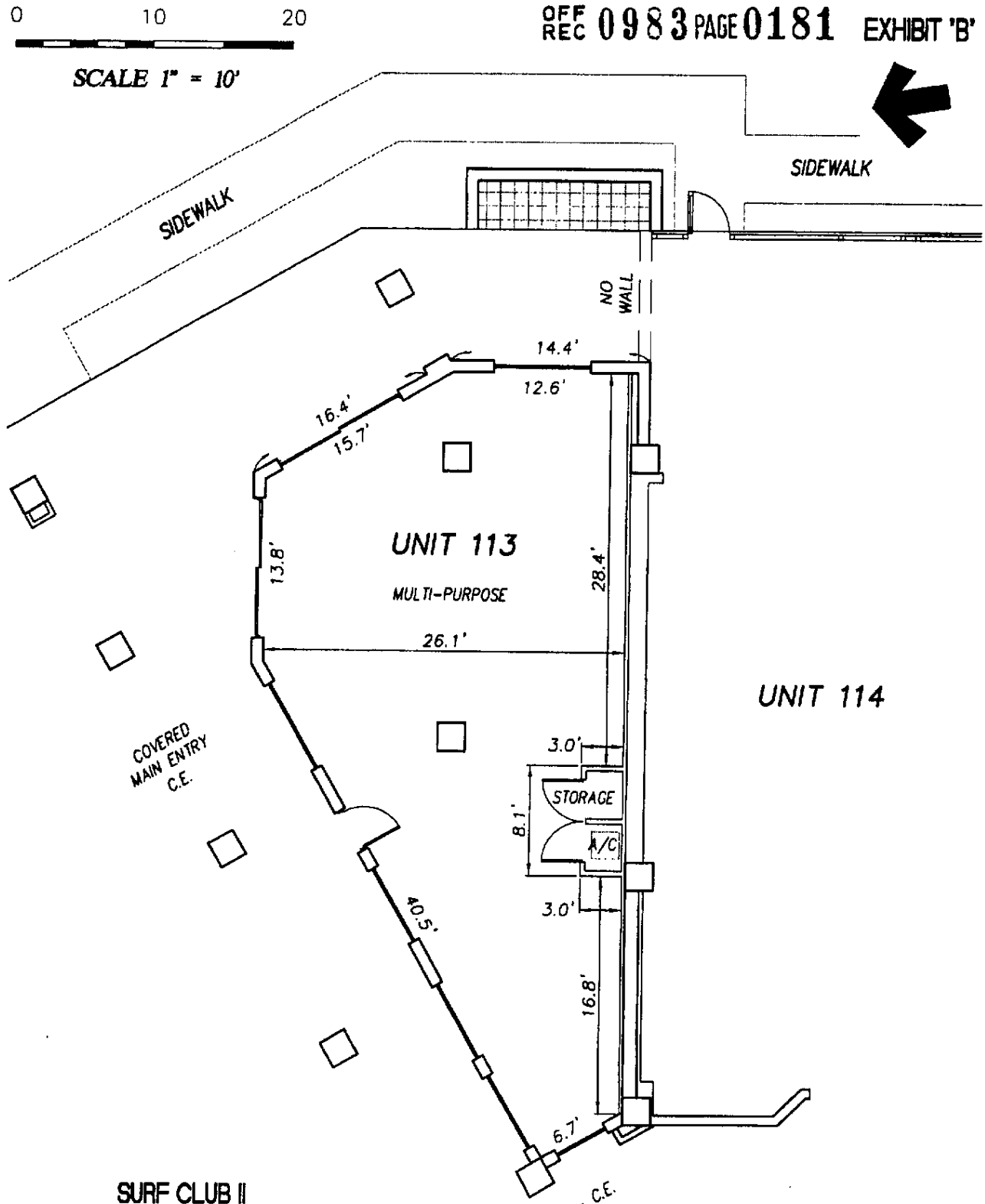

SURF CLUB II
CONDOMINIUM
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SCALE 1" = 10'

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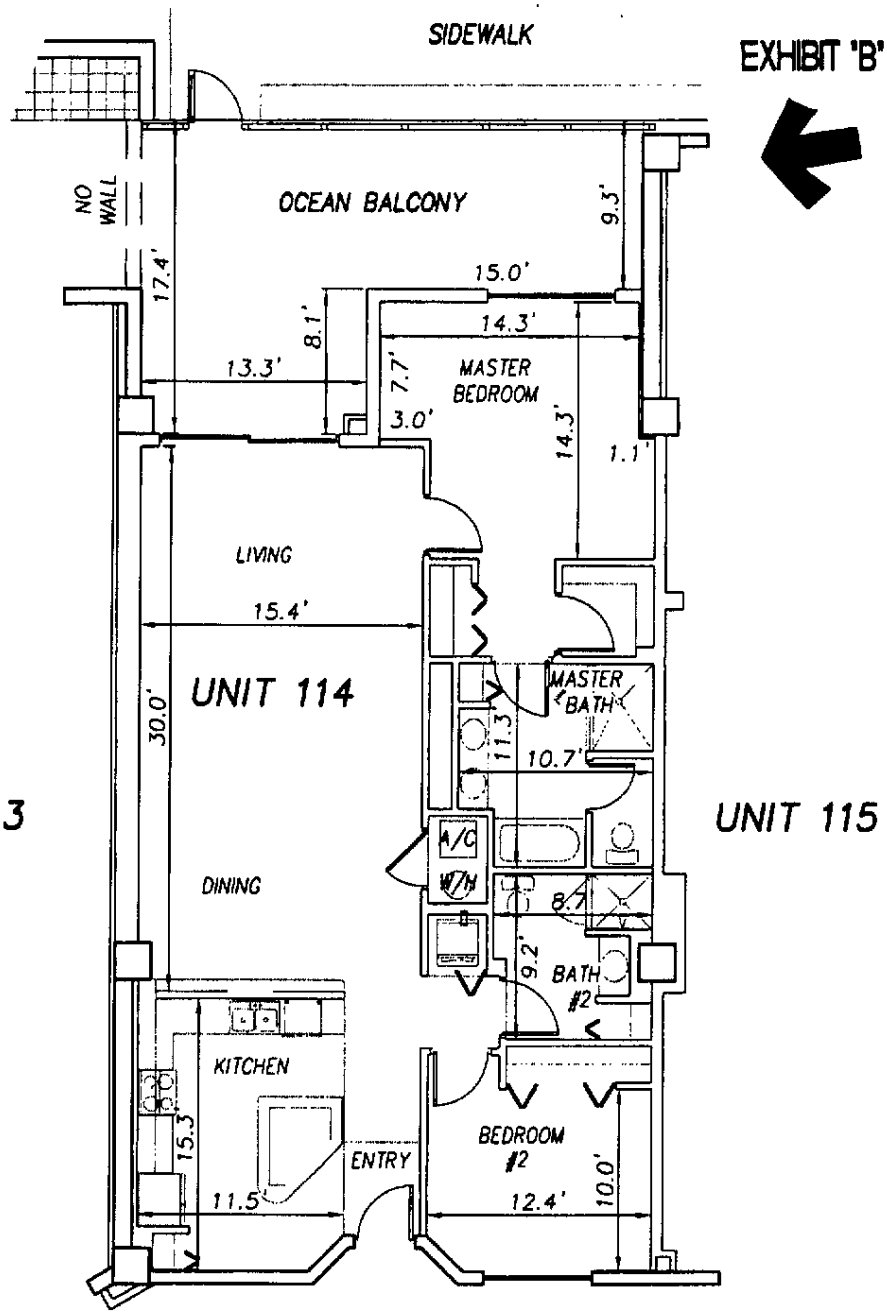

SURF CLUB II
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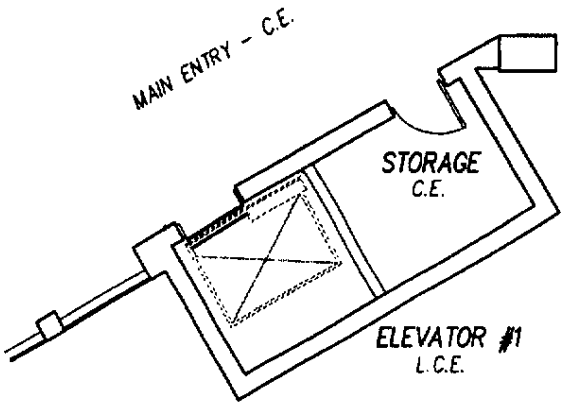
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
FIRST FLOOR - UNIT 114 (South Wing)



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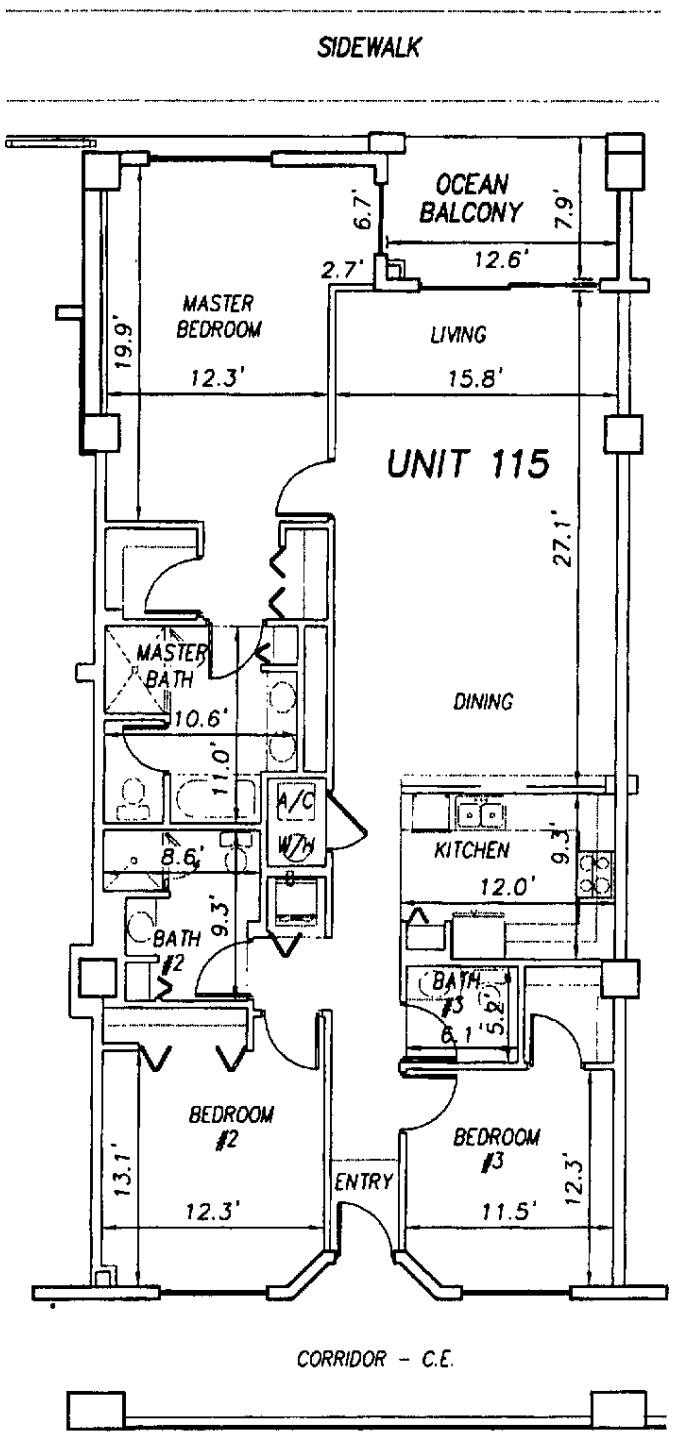

SURF CLUB II
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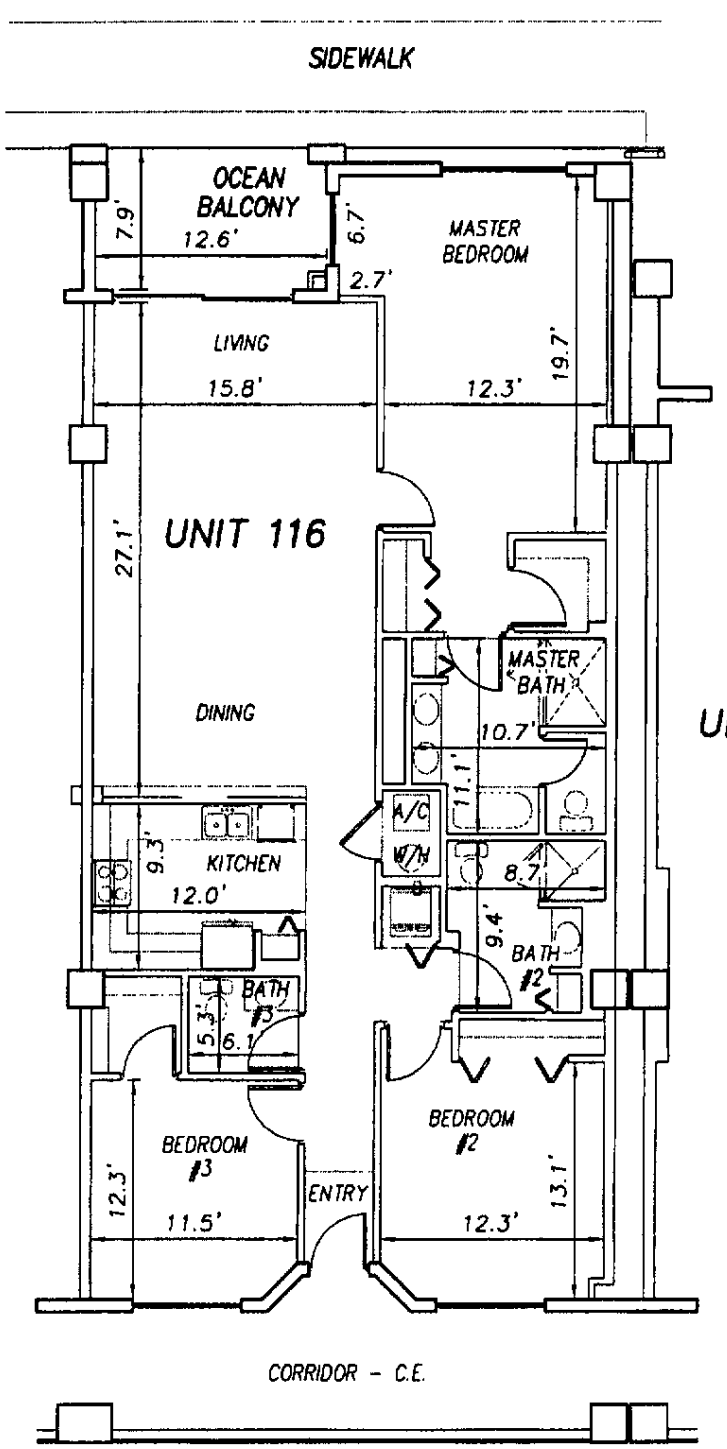

SURF CLUB II
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FIRST FLOOR - UNIT 116 (South Wing)

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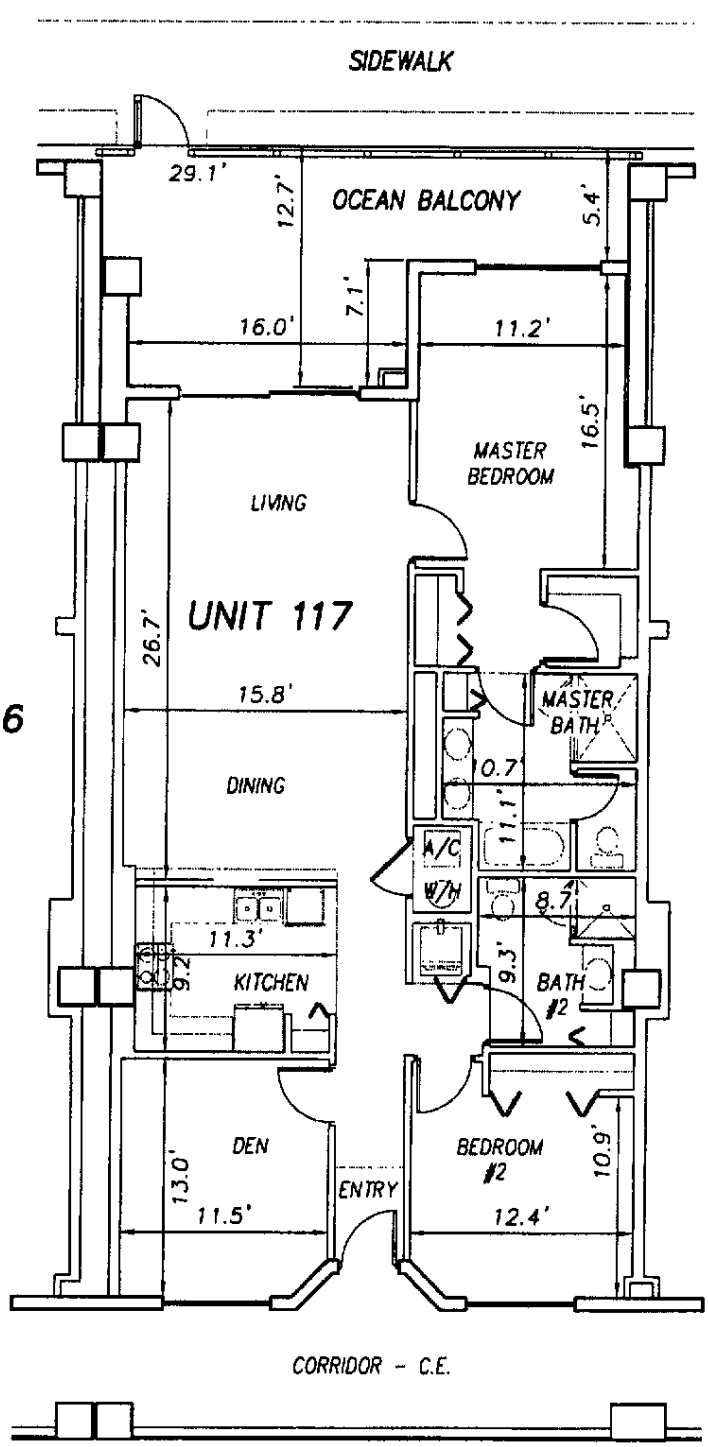

SURF CLUB II
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FIRST FLOOR - UNIT 117 (South Wing)

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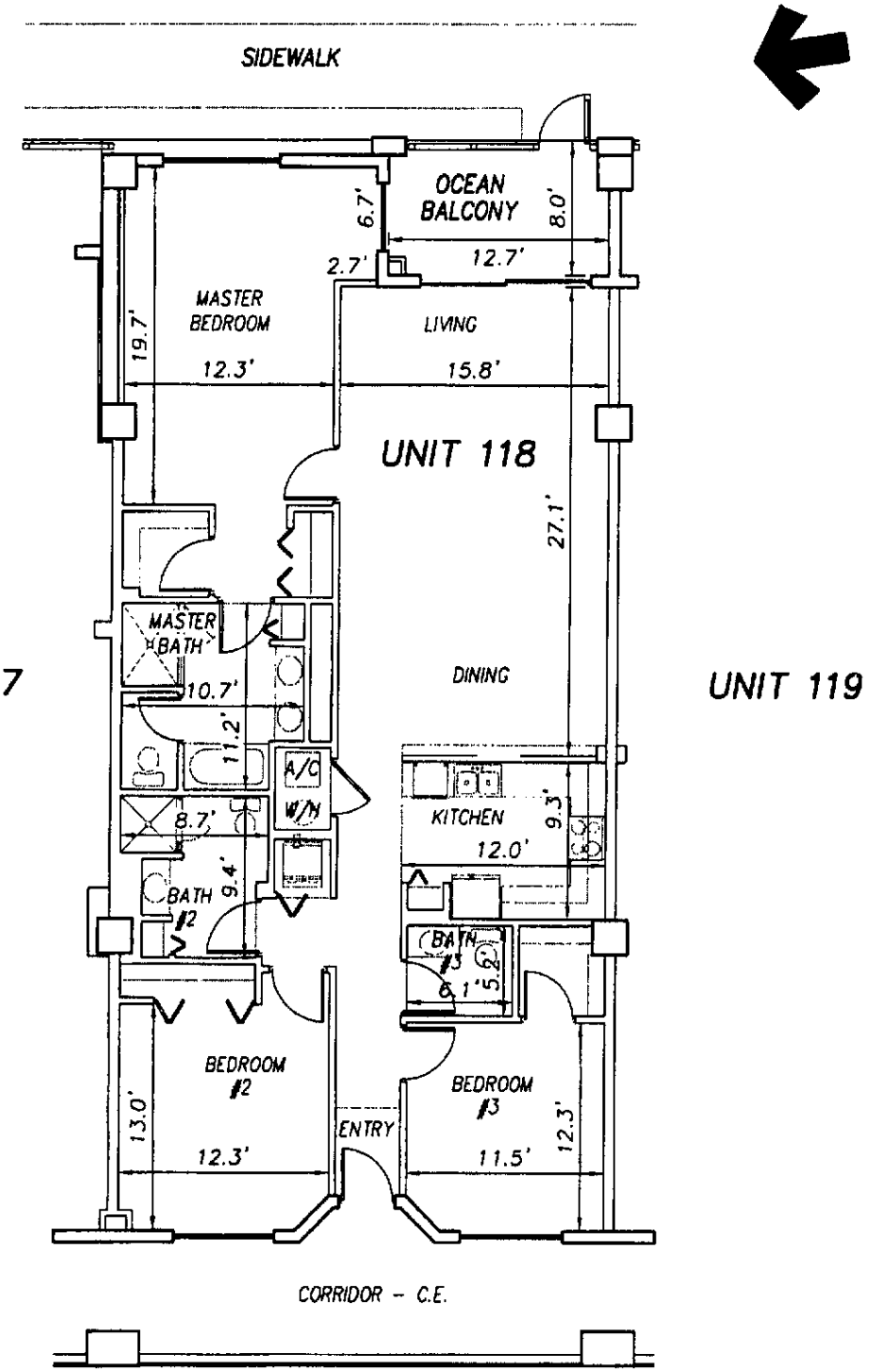

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
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FIRST FLOOR - UNIT 118 (South Wing)

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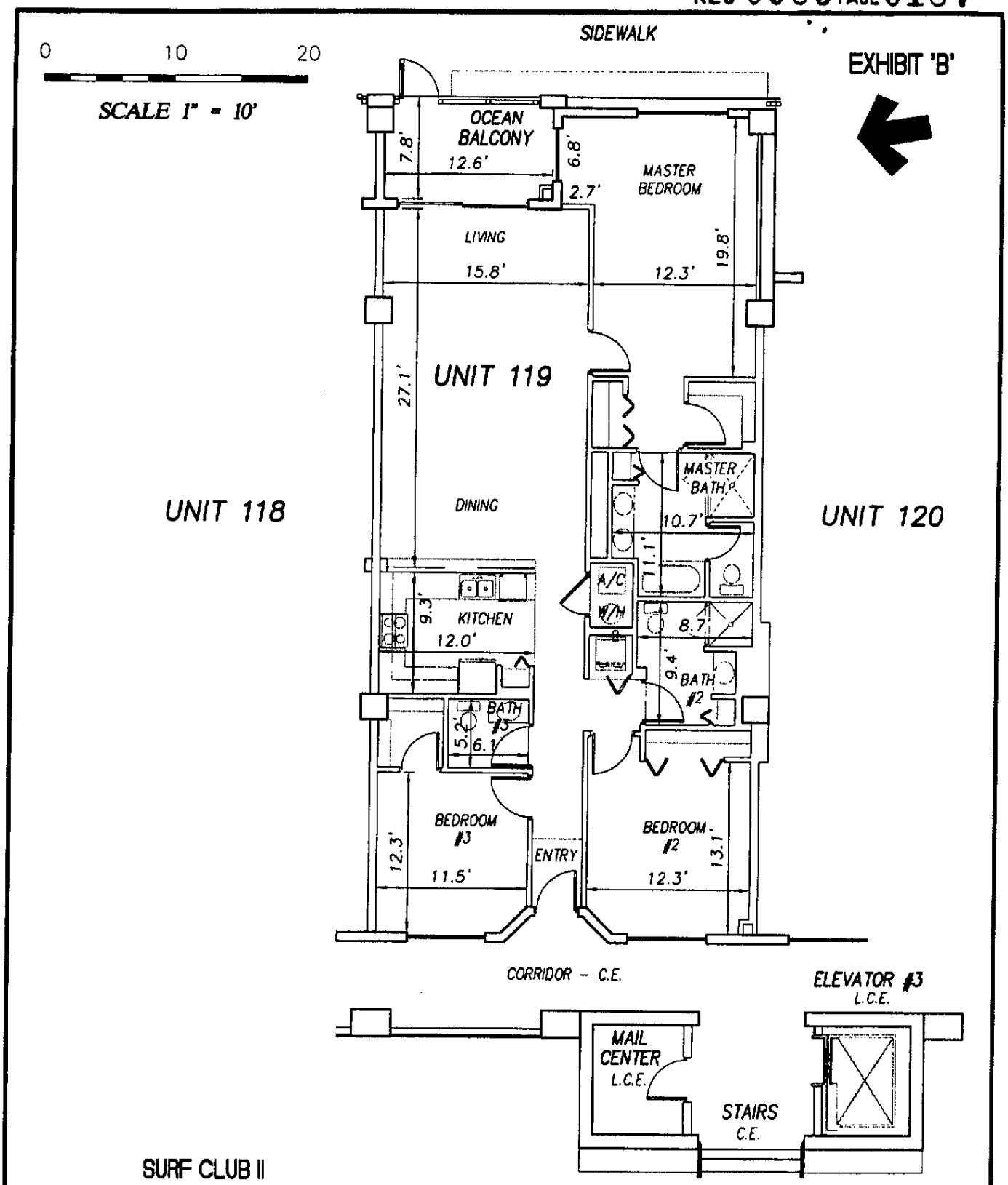

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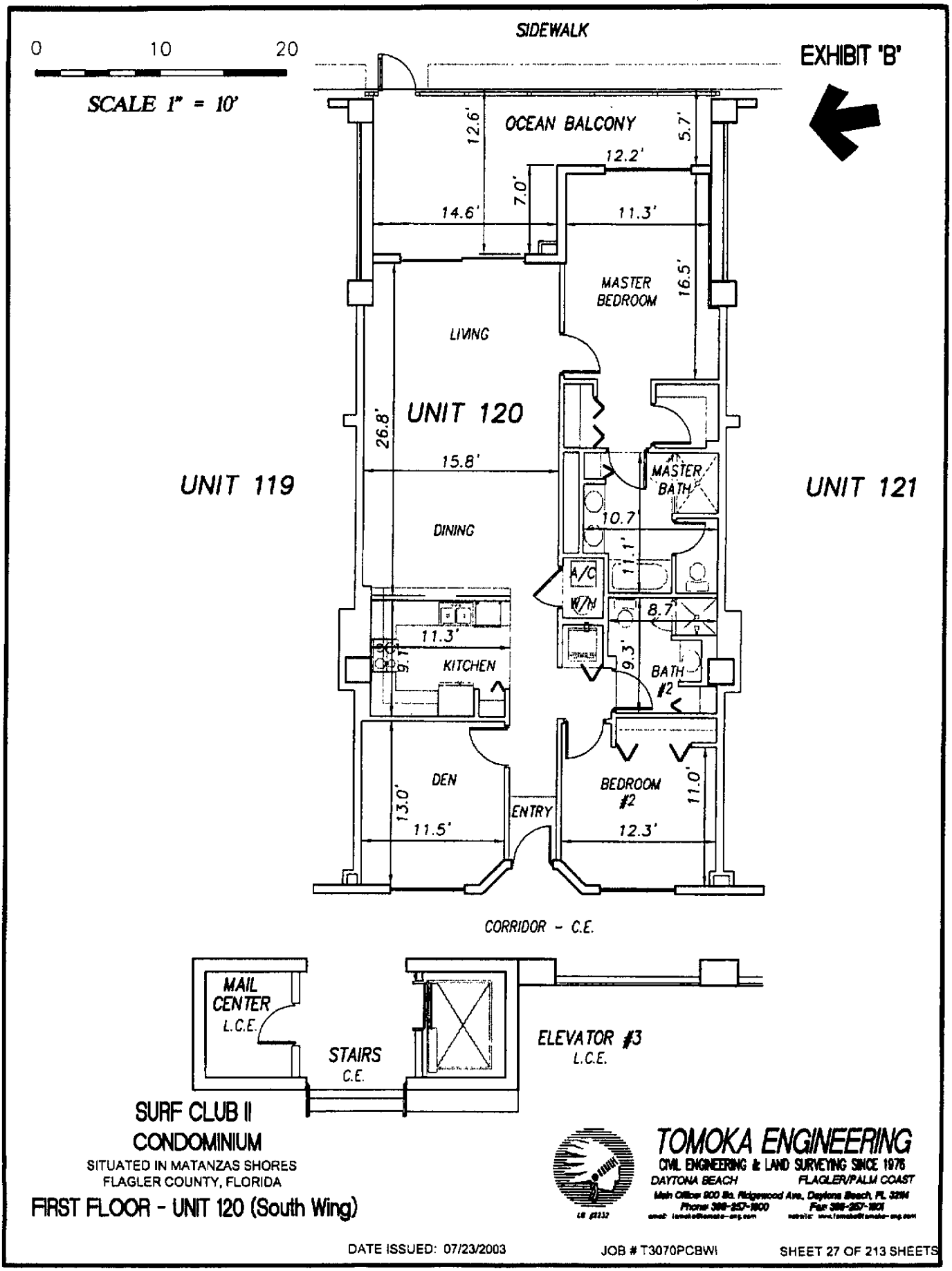

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CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIRST FLOOR - UNIT 120 (South Wing)

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EXHIBIT 'B'

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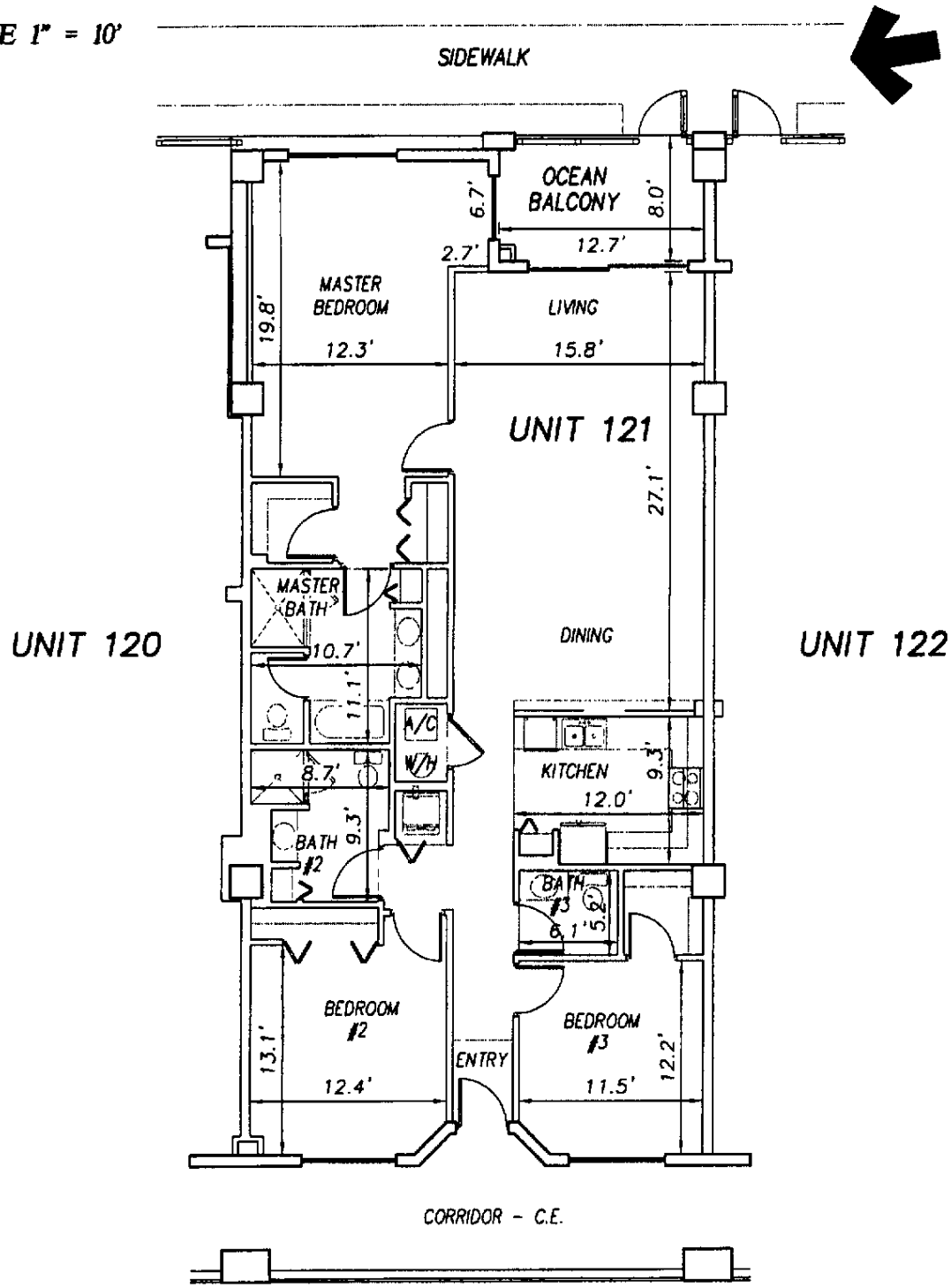

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FIRST FLOOR - UNIT 121 (South Wing)

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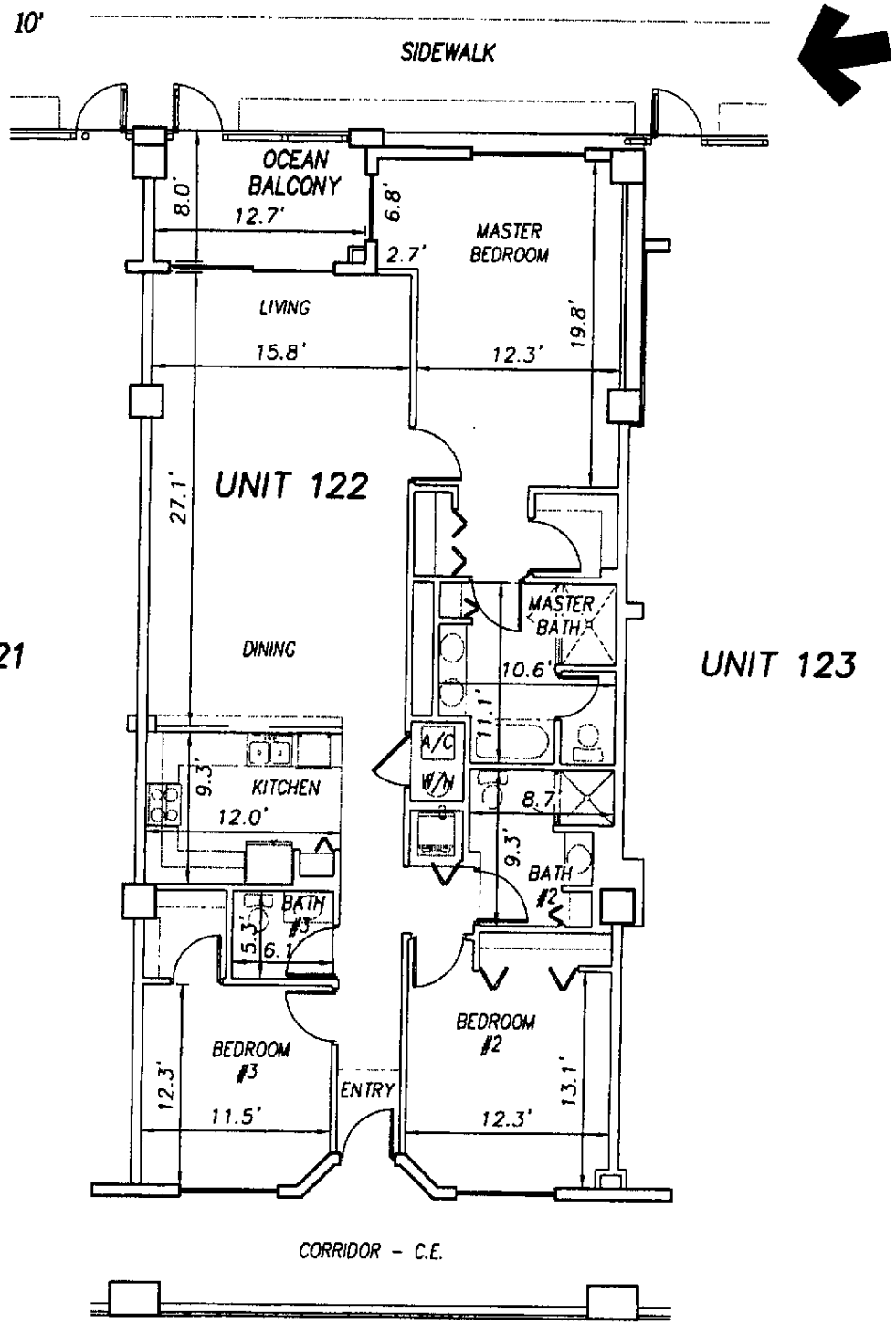

SURF CLUB II CONDOMINIUM

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FIRST FLOOR - UNIT 122 (South Wing)

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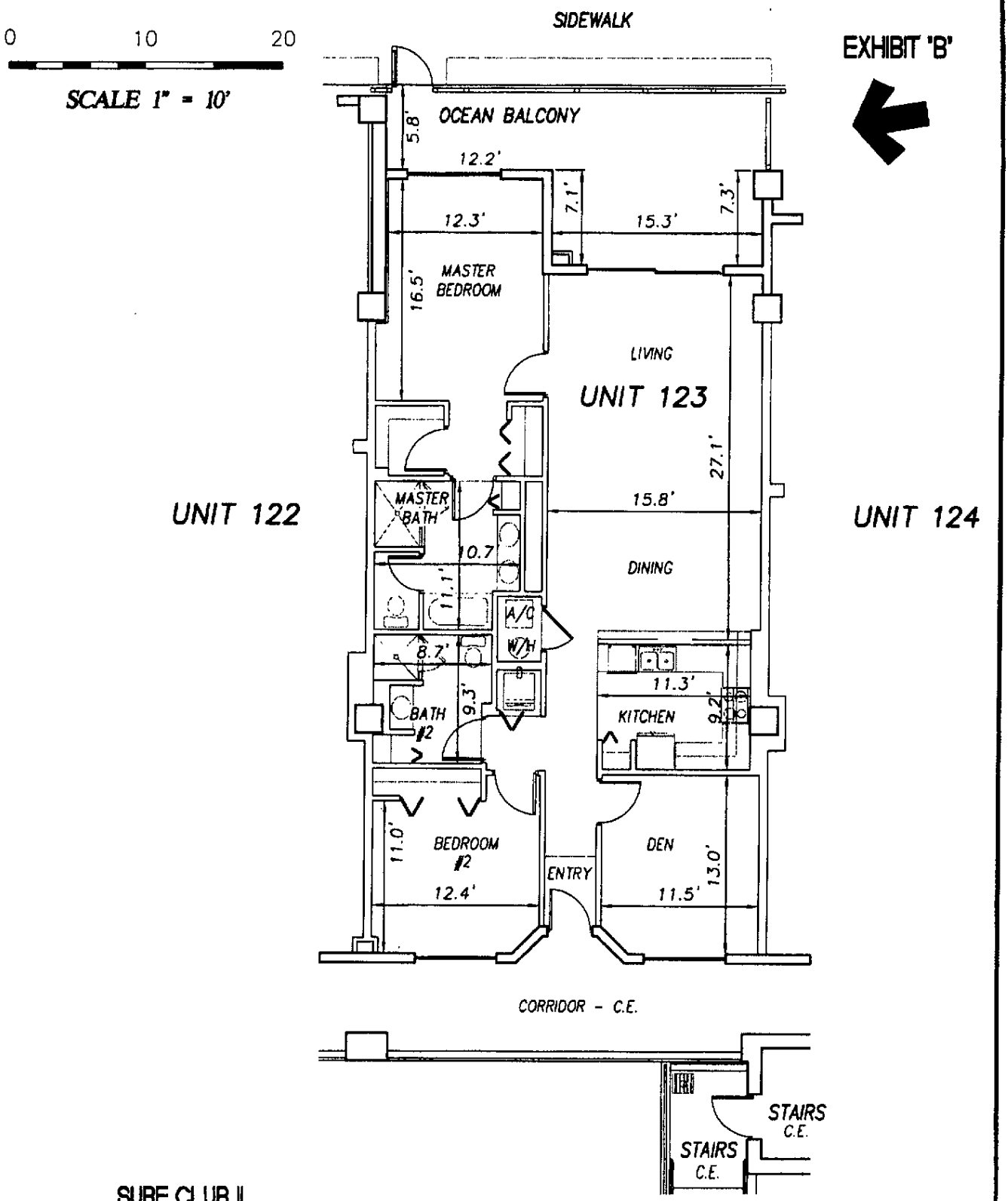

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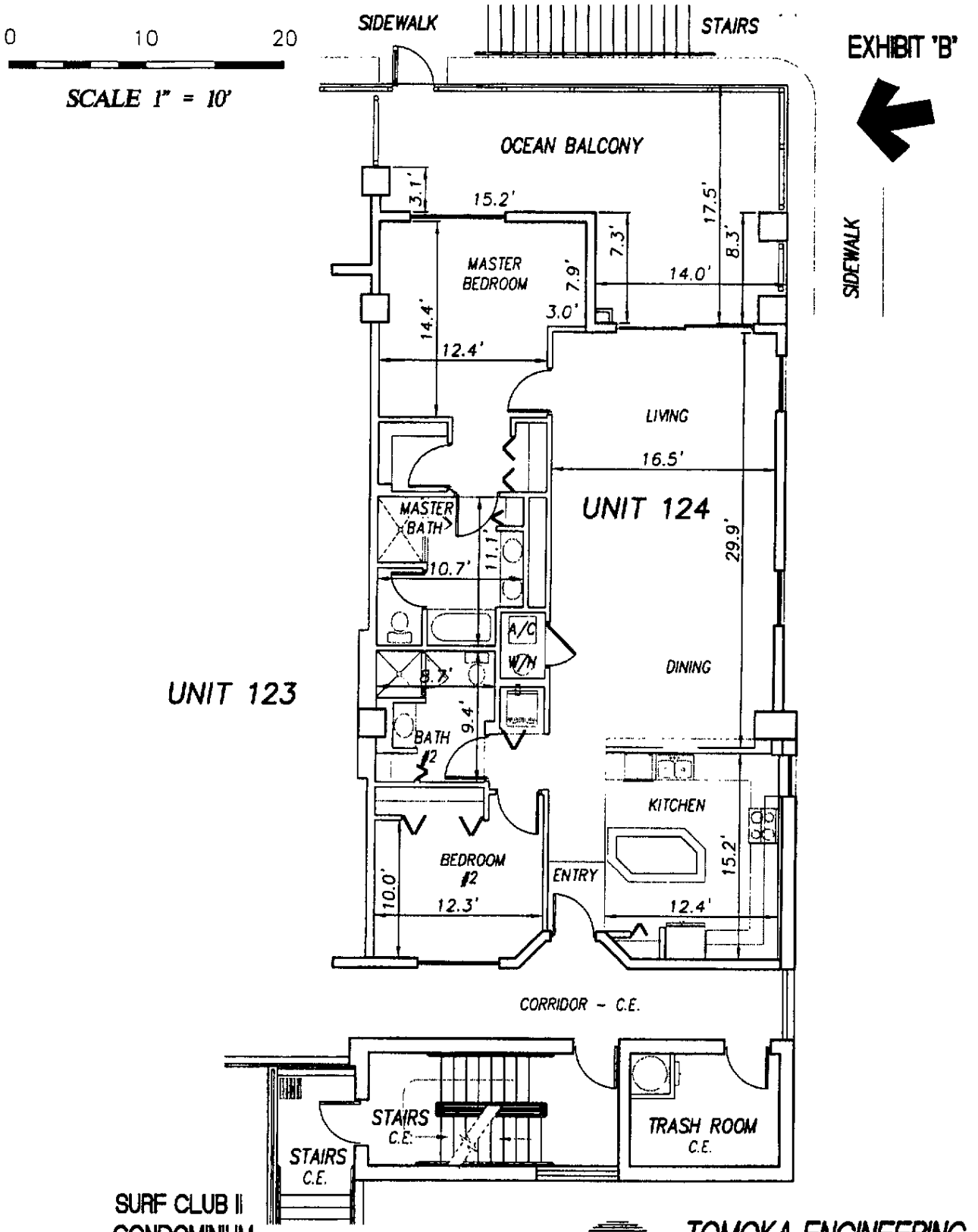

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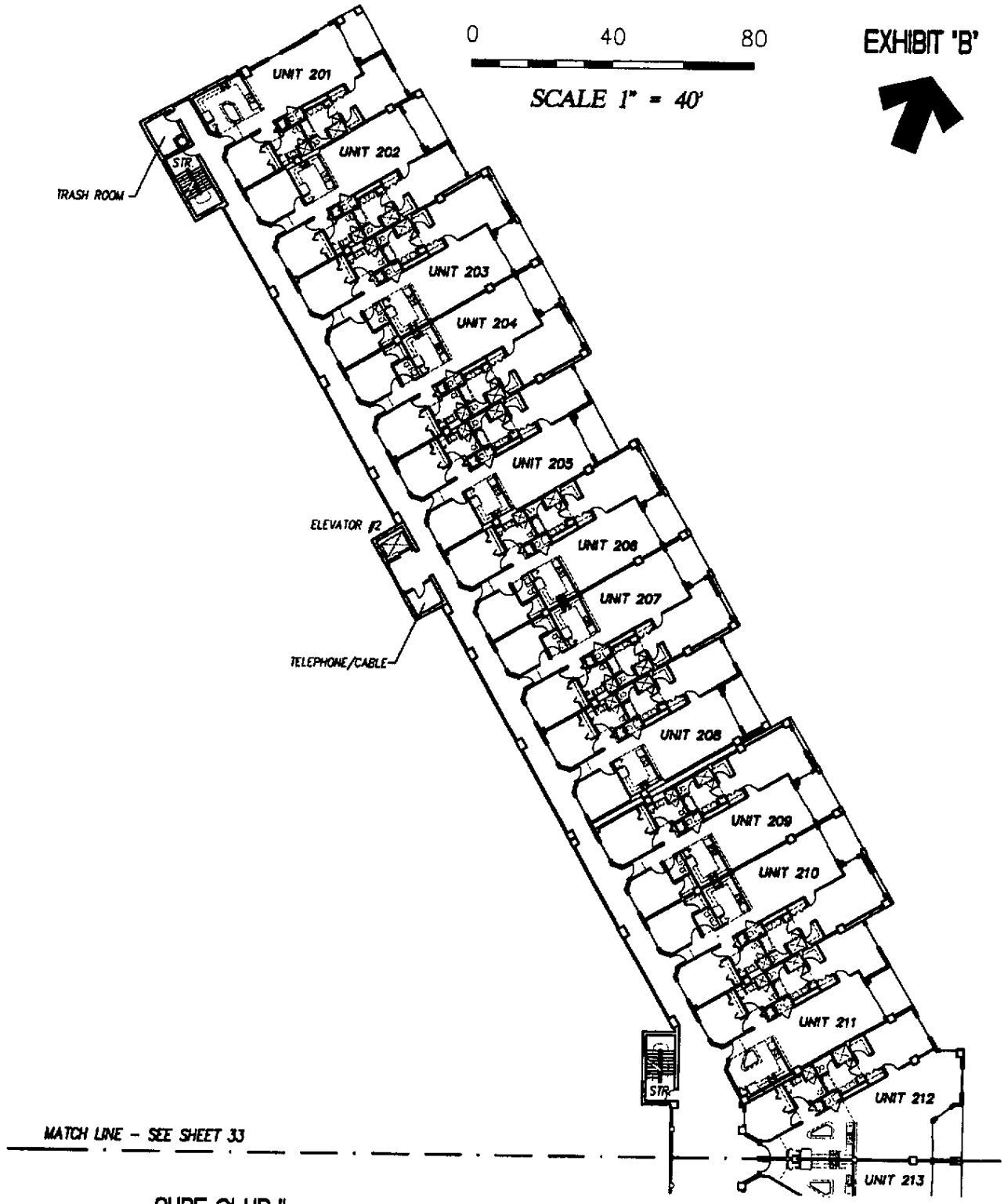

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
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SECOND FLOOR - OVERALL LAYOUT (North Wing)

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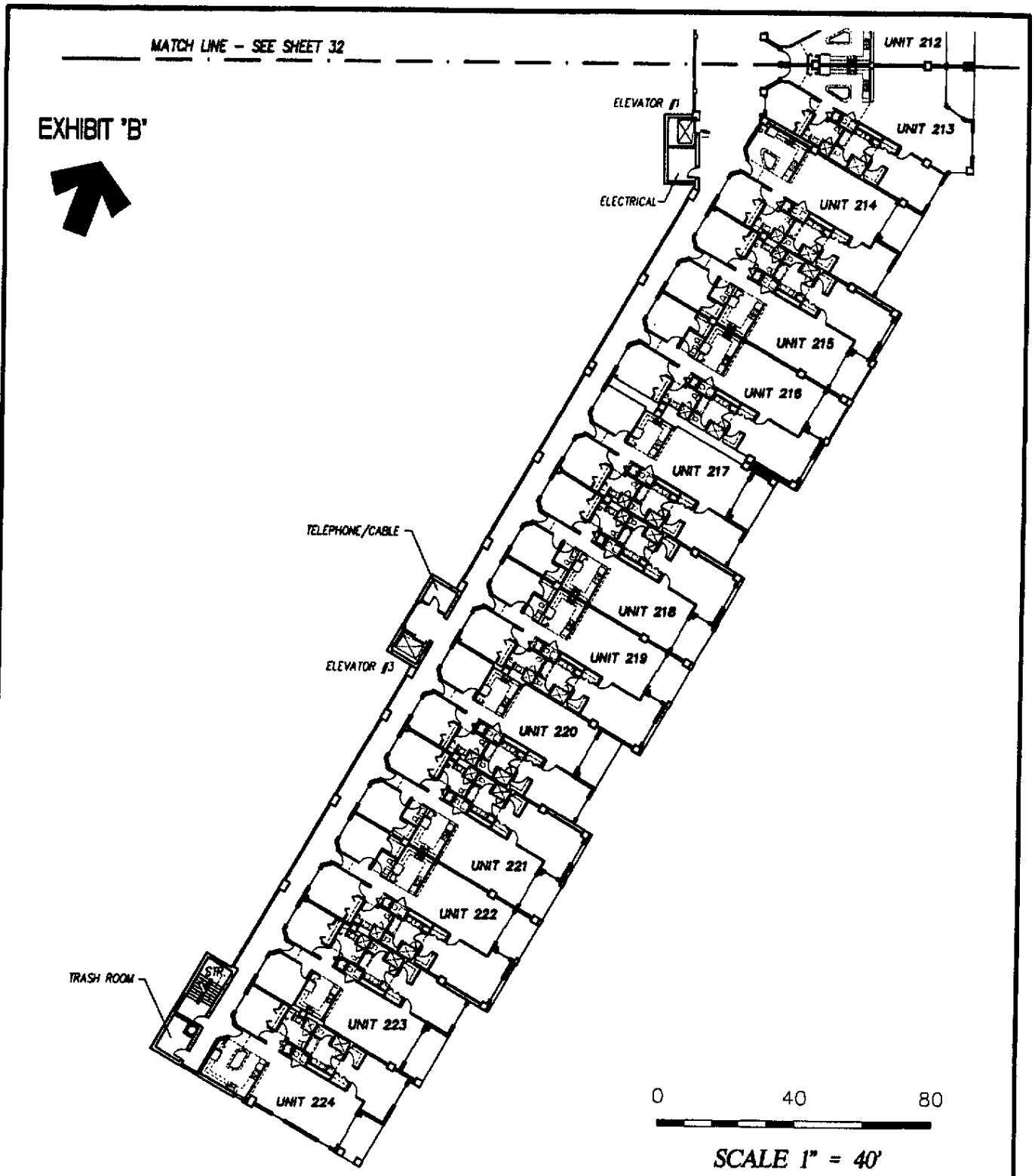

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
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SECOND FLOOR - OVERALL LAYOUT (South Wing)

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0195

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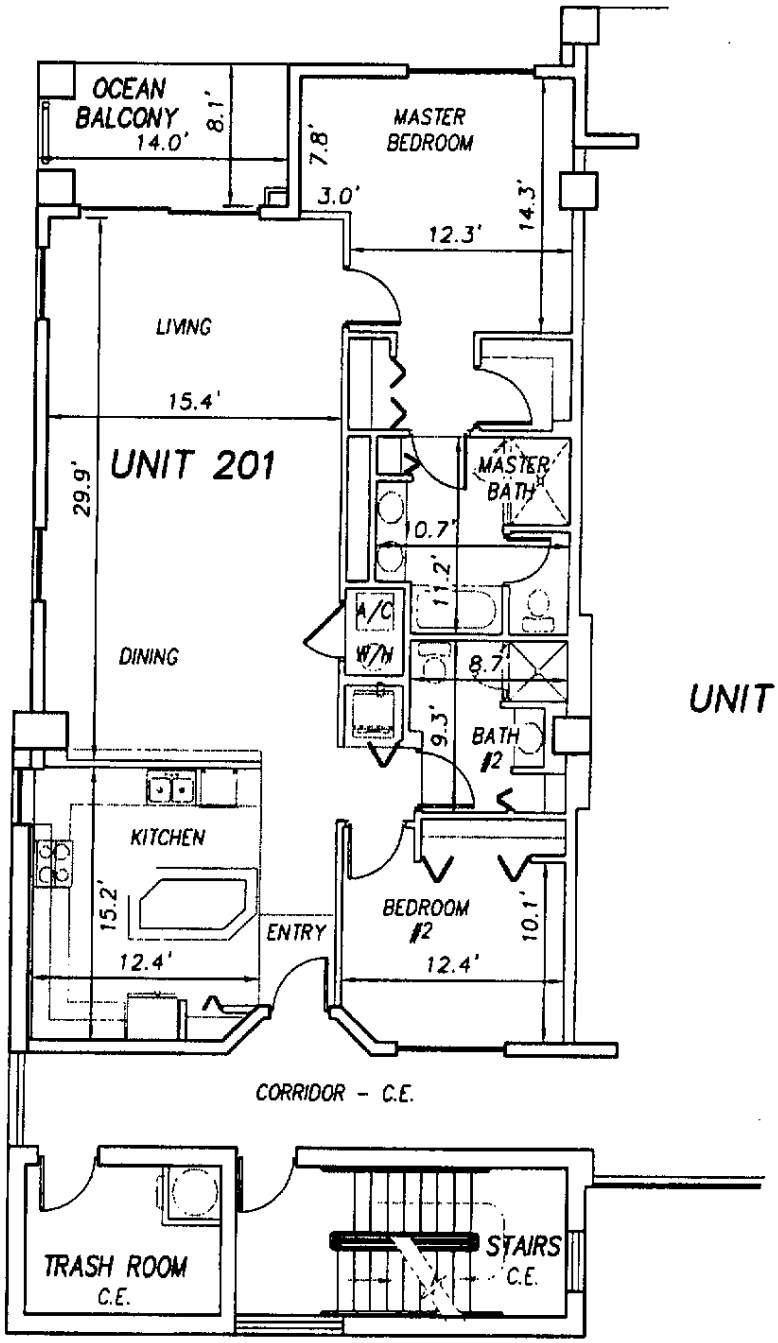

SURF CLUB II
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Phone 386-257-1800 Fax 386-257-1801

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 34 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

EXHIBIT "B"

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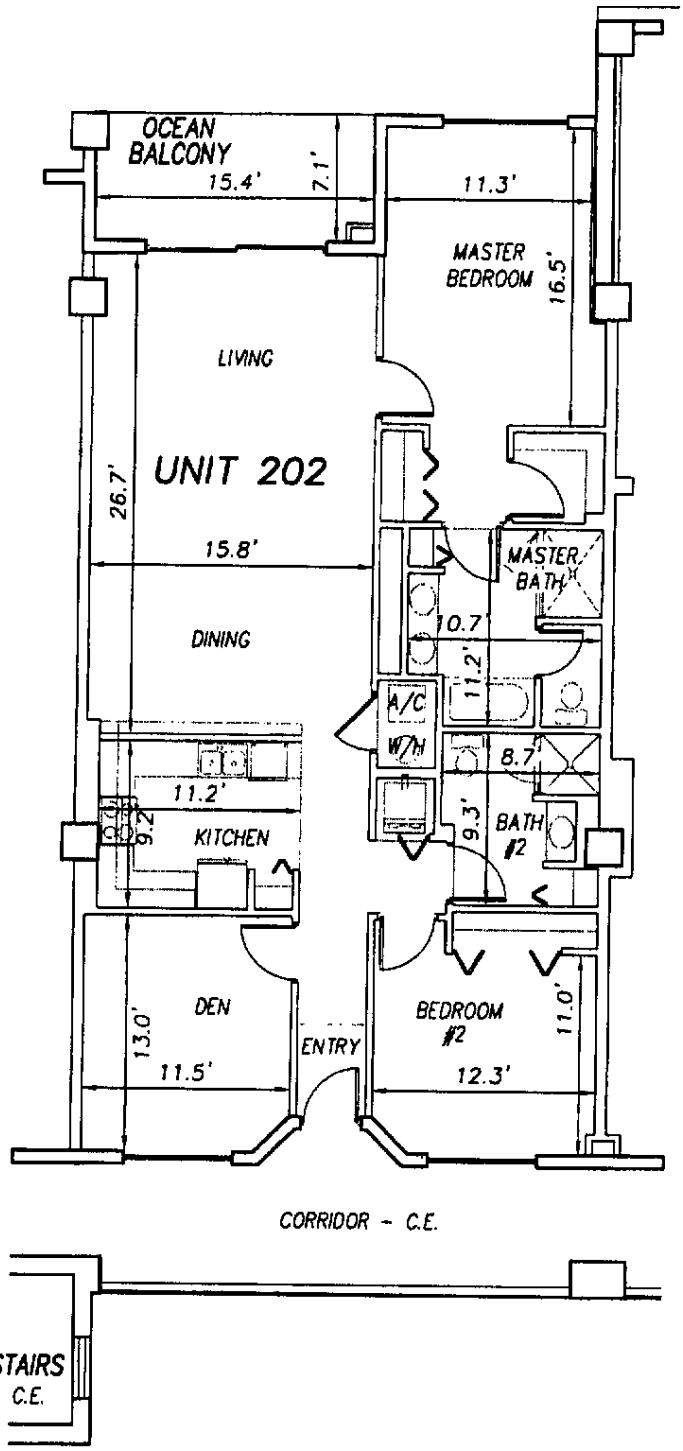
SCALE 1" = 10'



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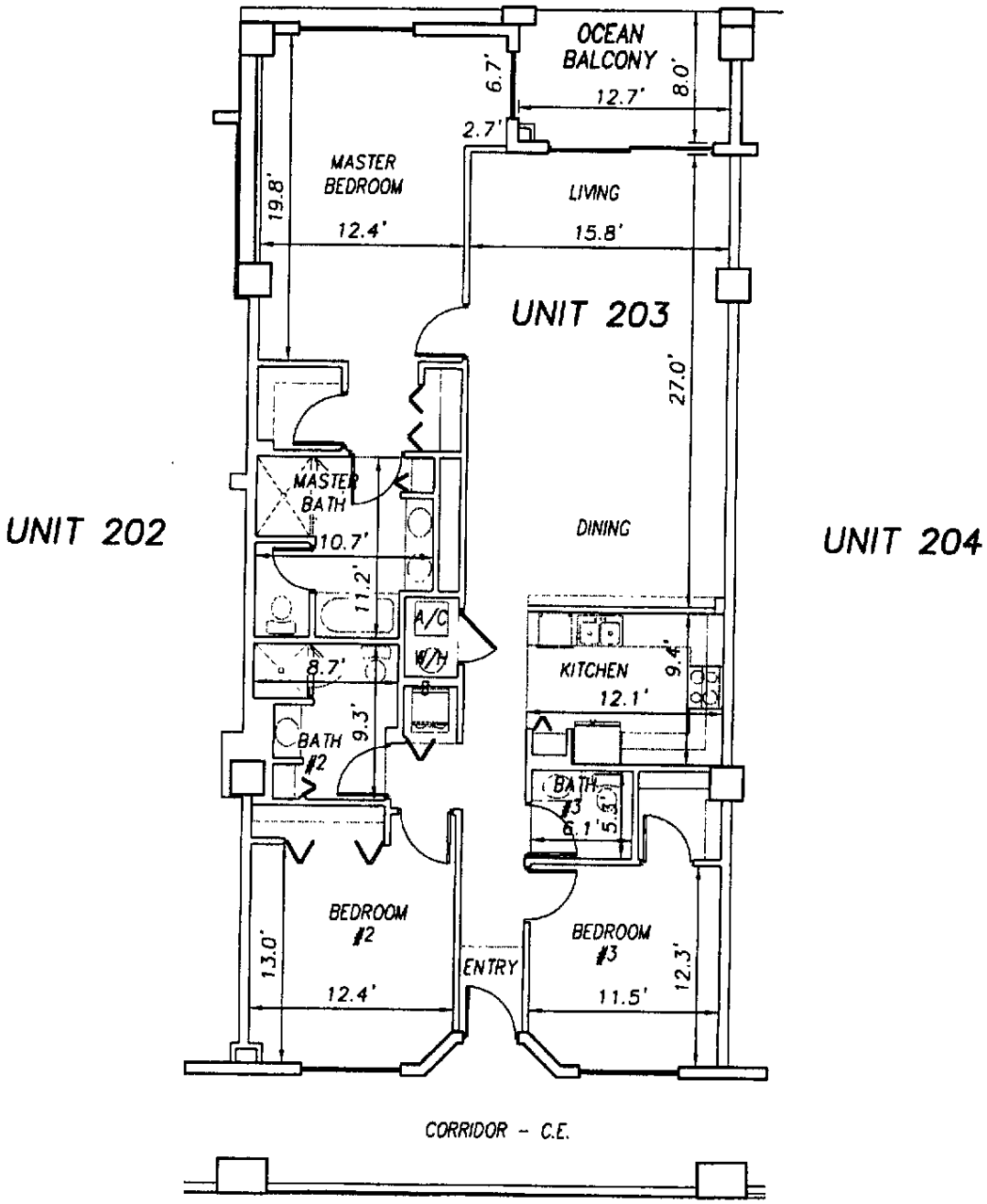

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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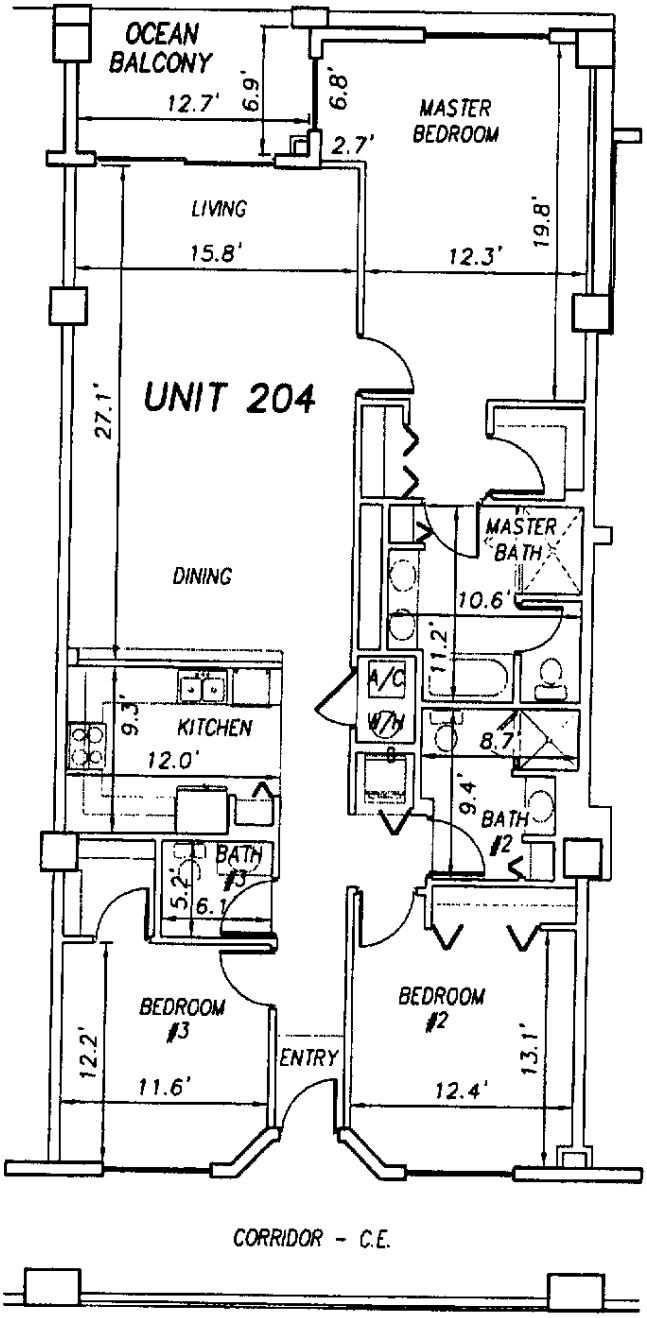

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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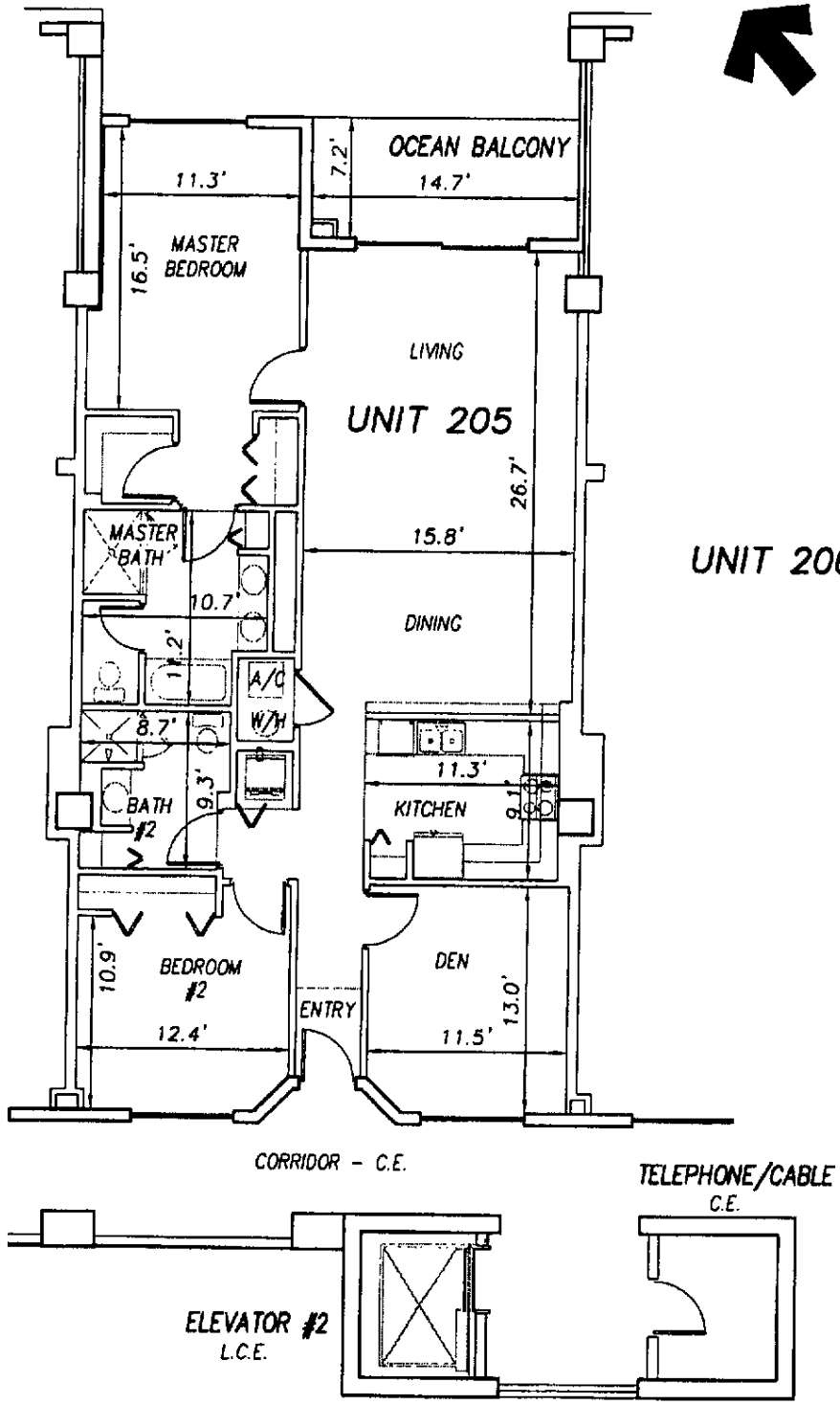

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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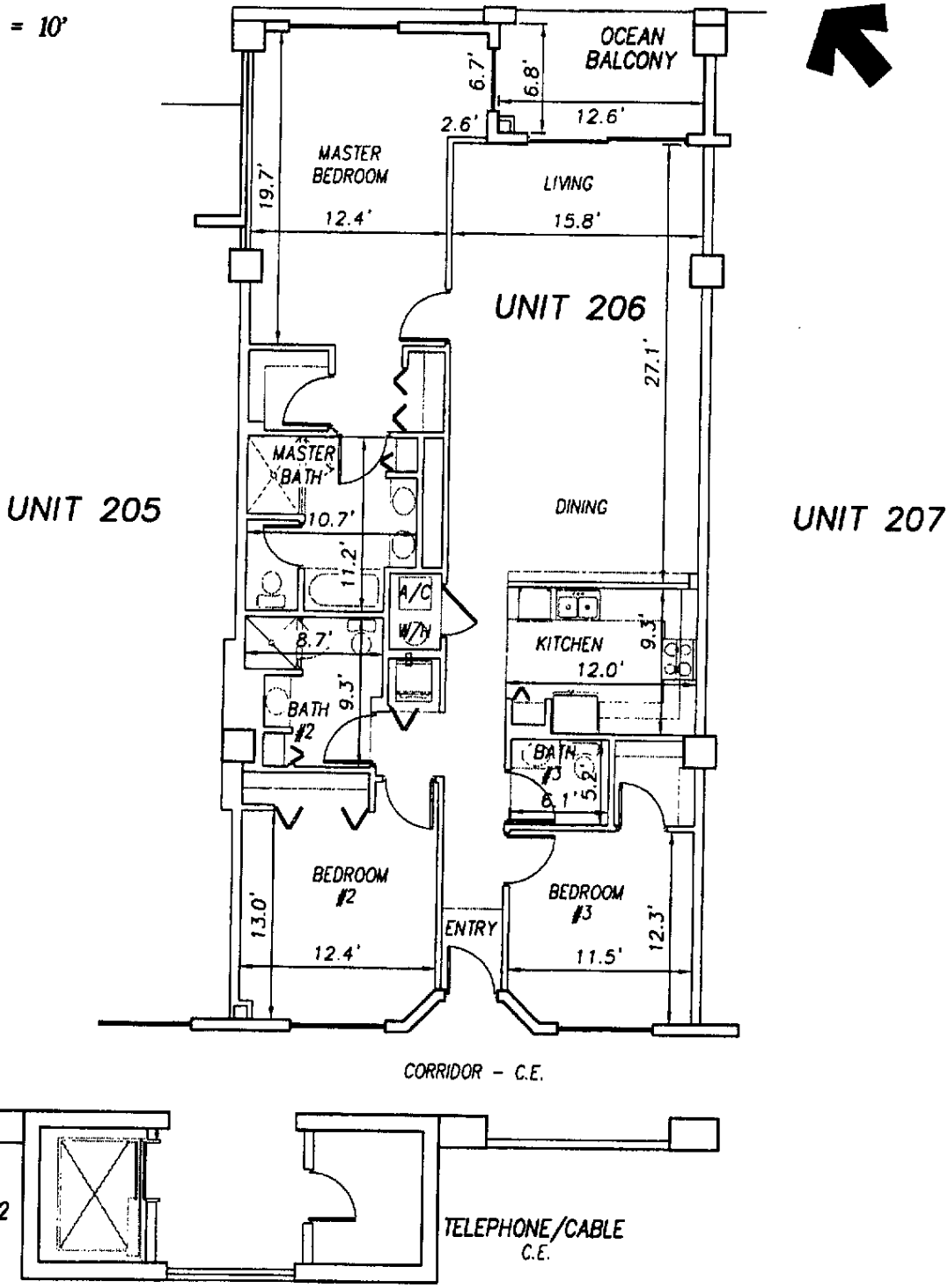

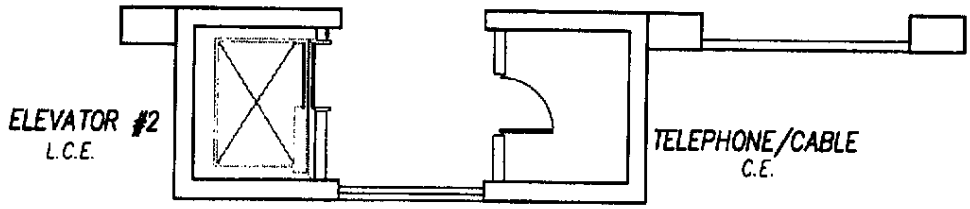

SURF CLUB II
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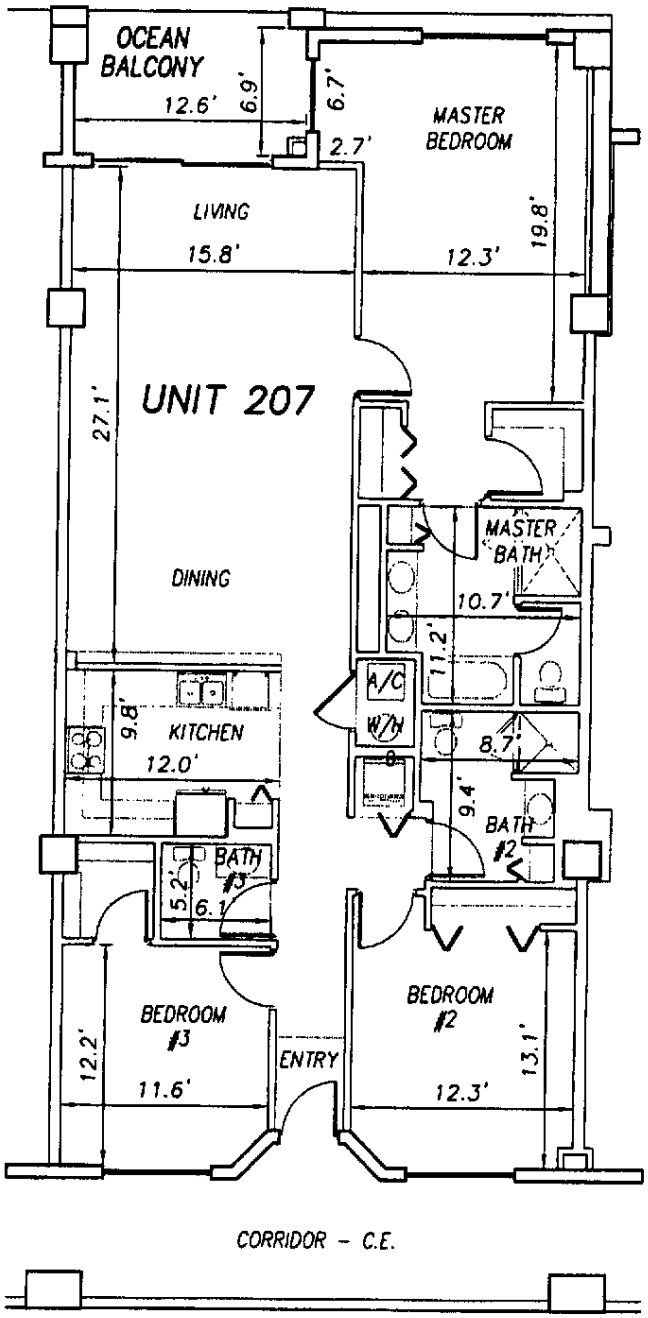

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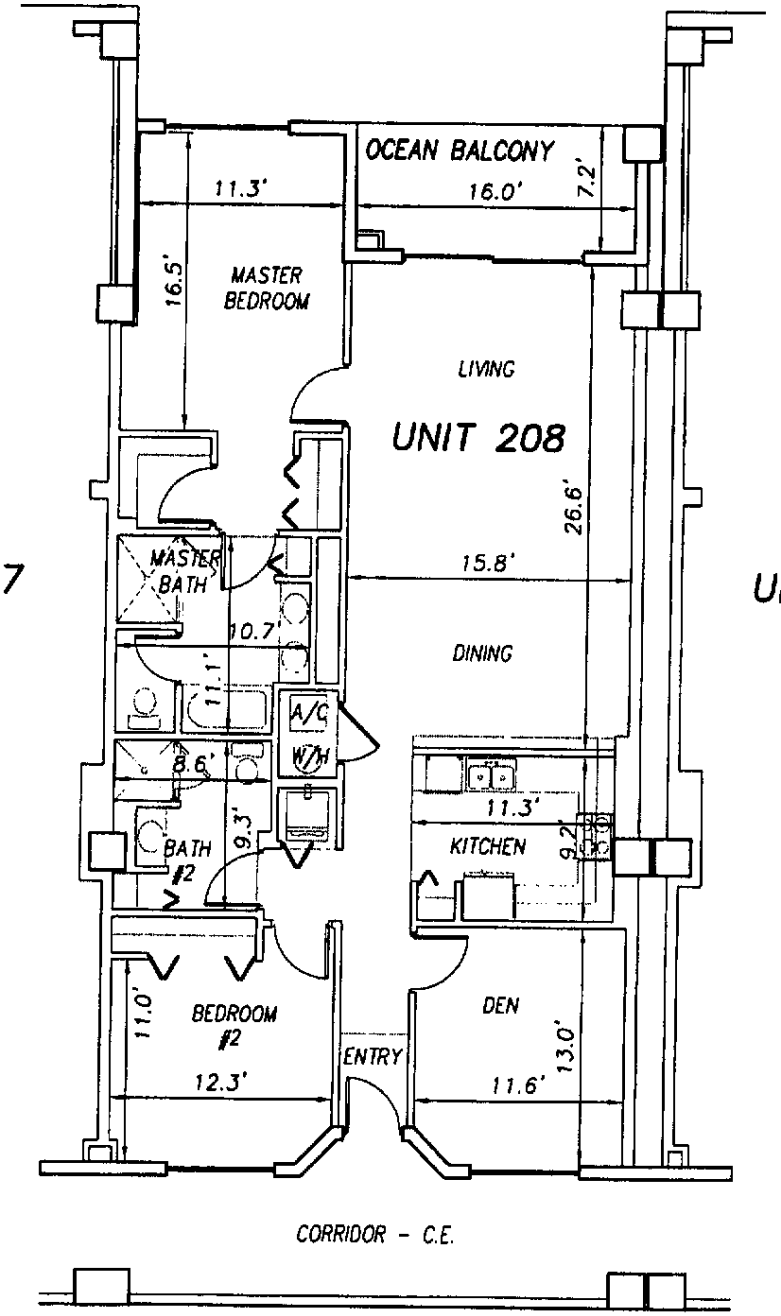

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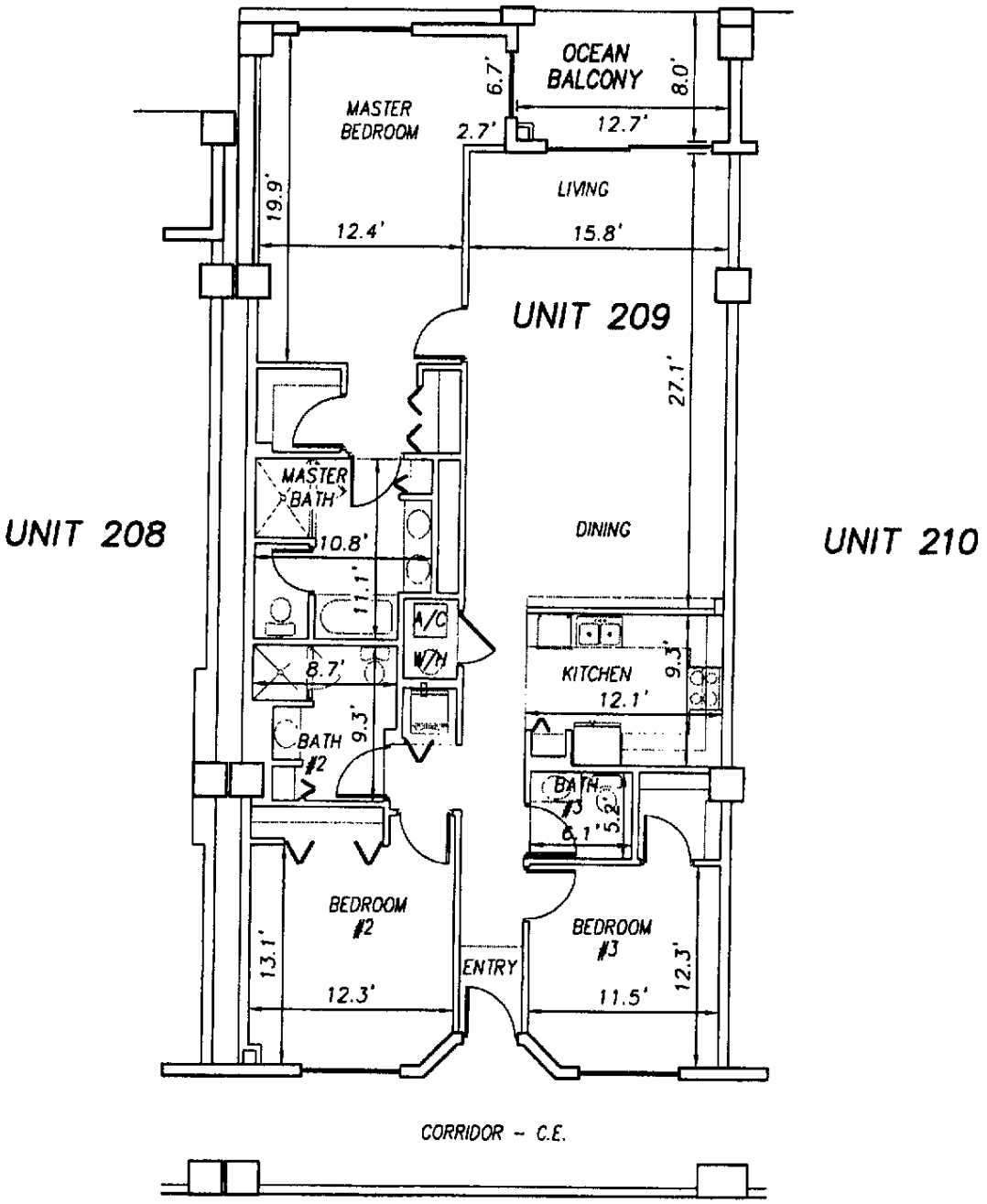

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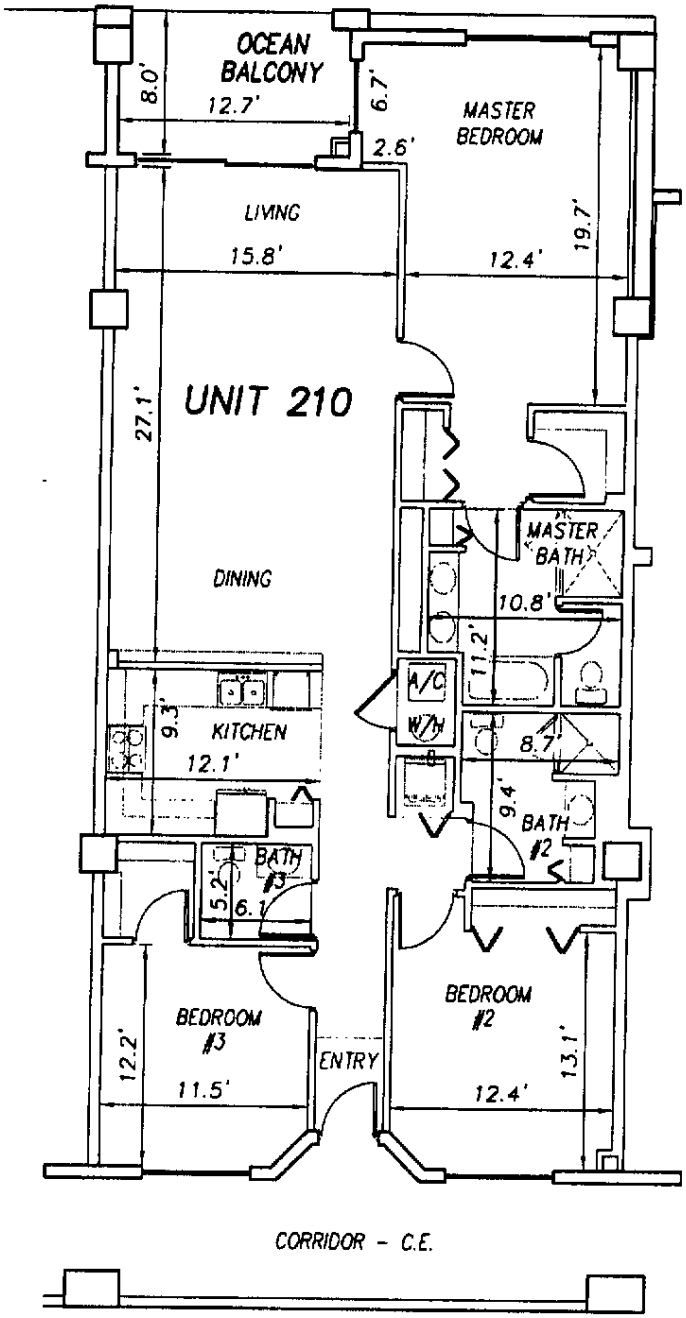

SURF CLUB II CONDOMINIUM

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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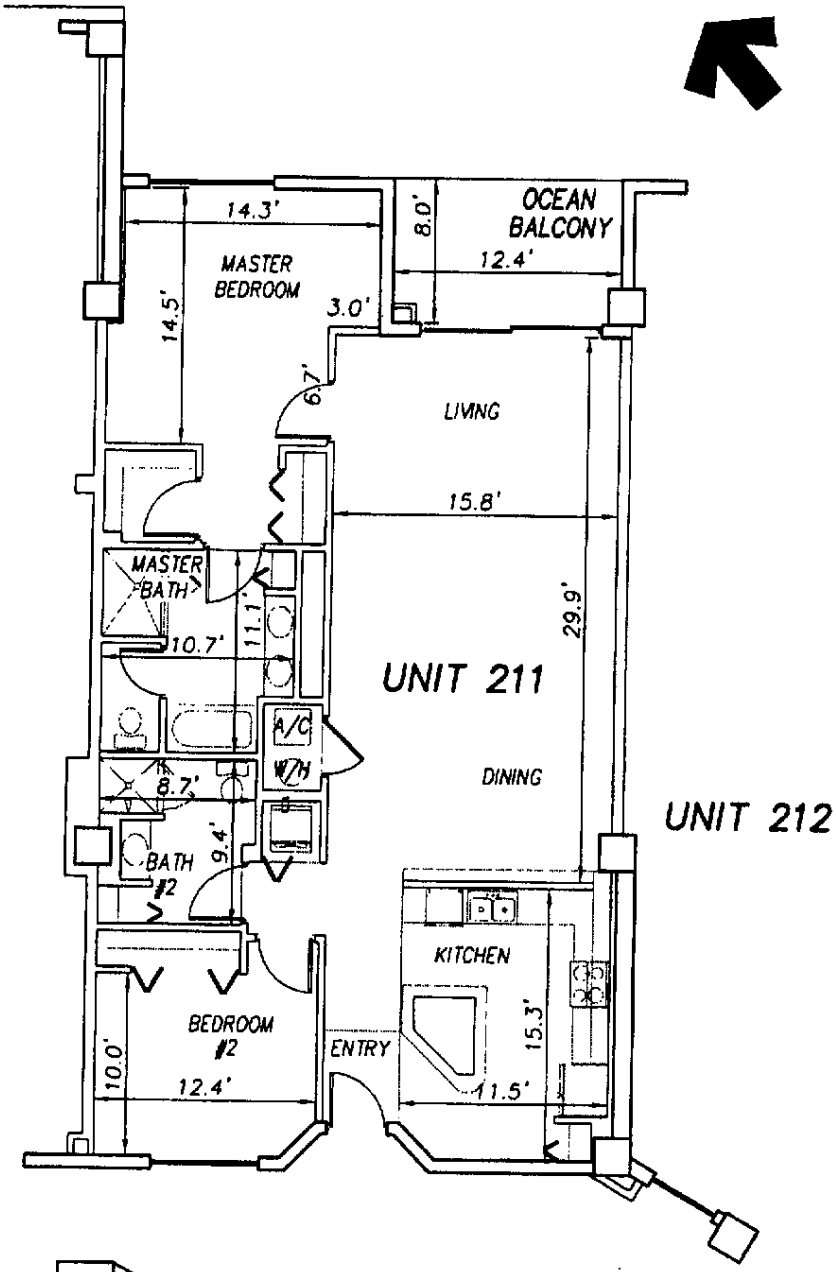

SURF CLUB II CONDOMINIUM

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EXHIBIT 'B'

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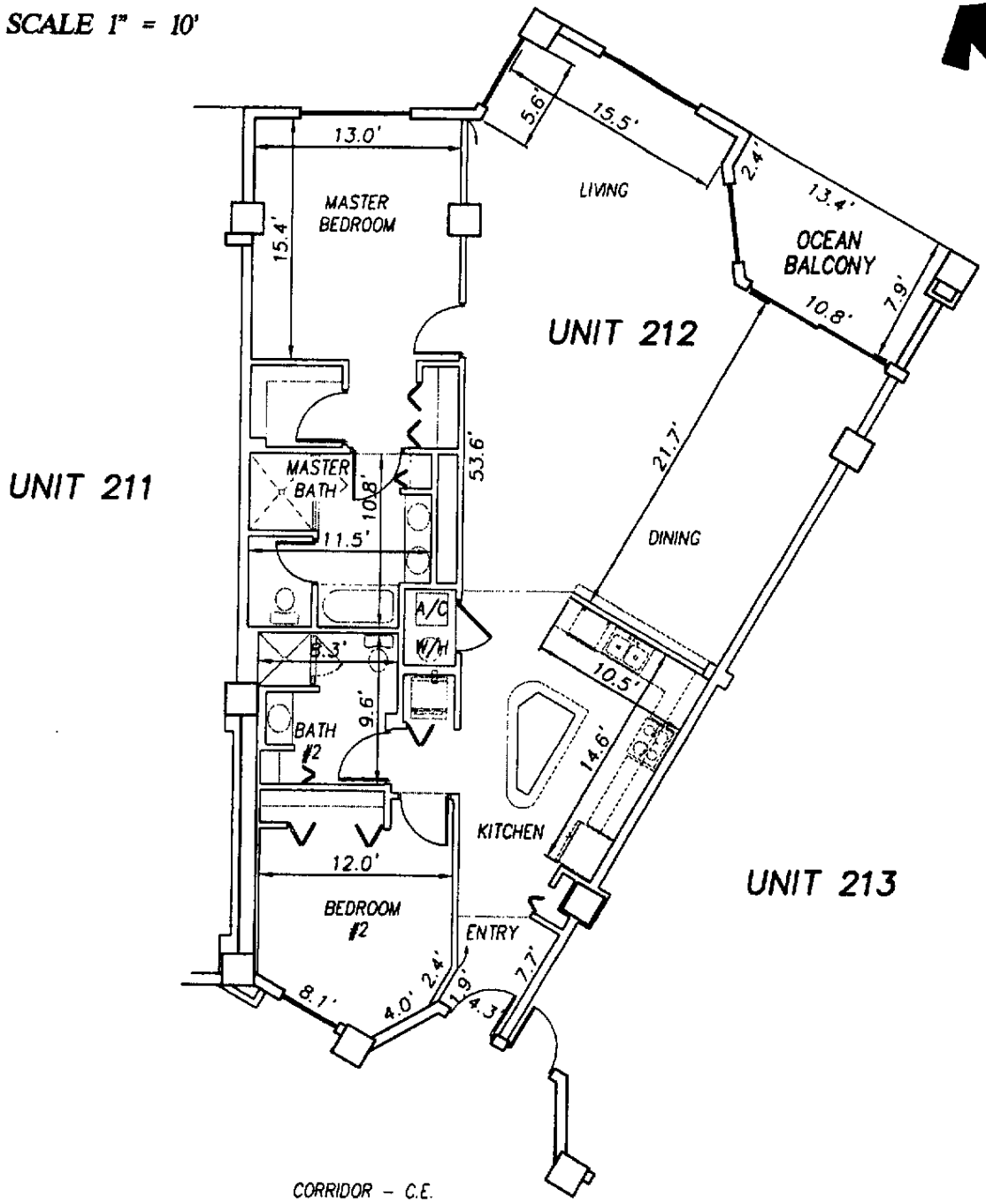

SURF CLUB II
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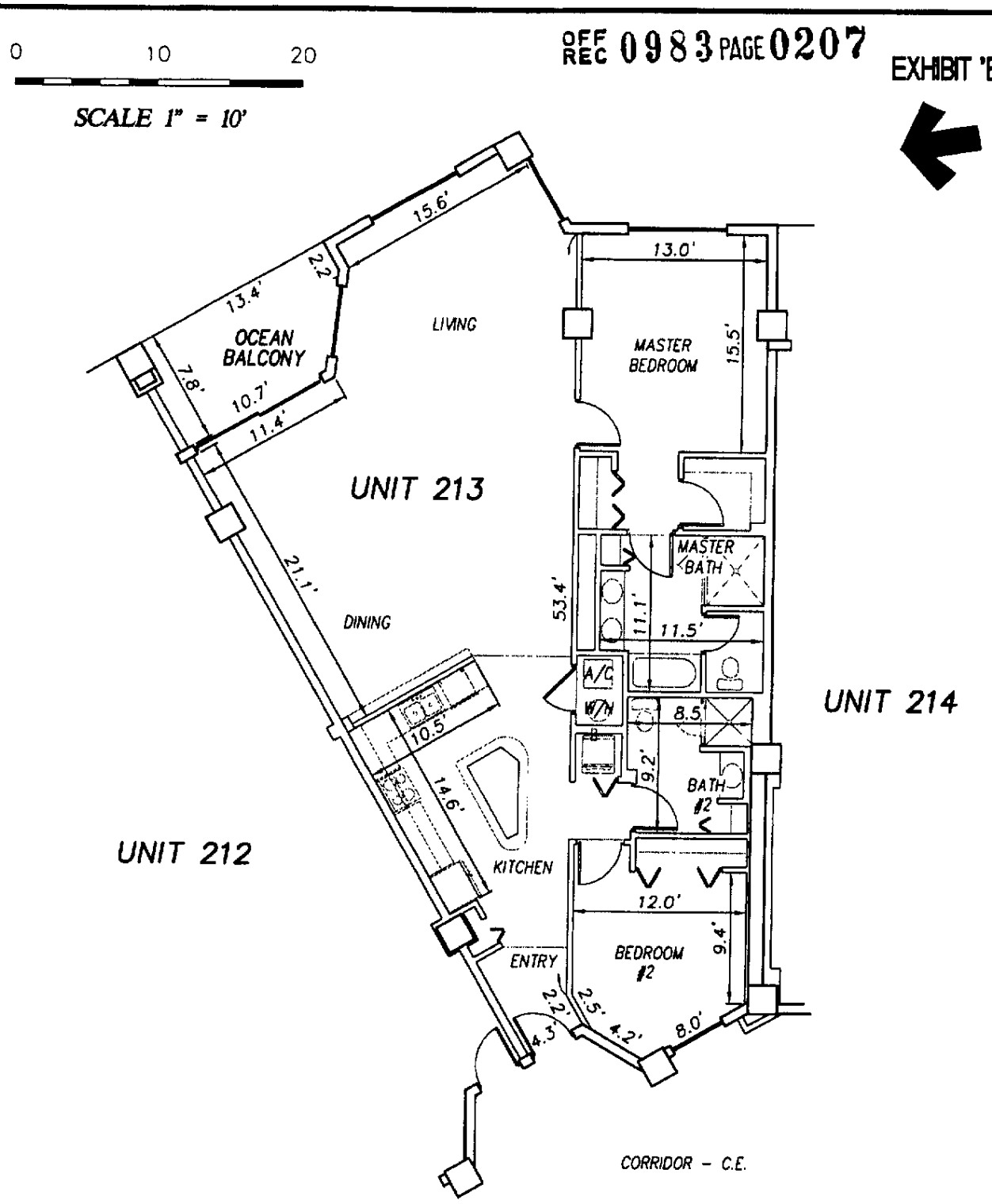

SURF CLUB II
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SITUATED IN MATANZAS SHORES
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 46 OF 213 SHEETS

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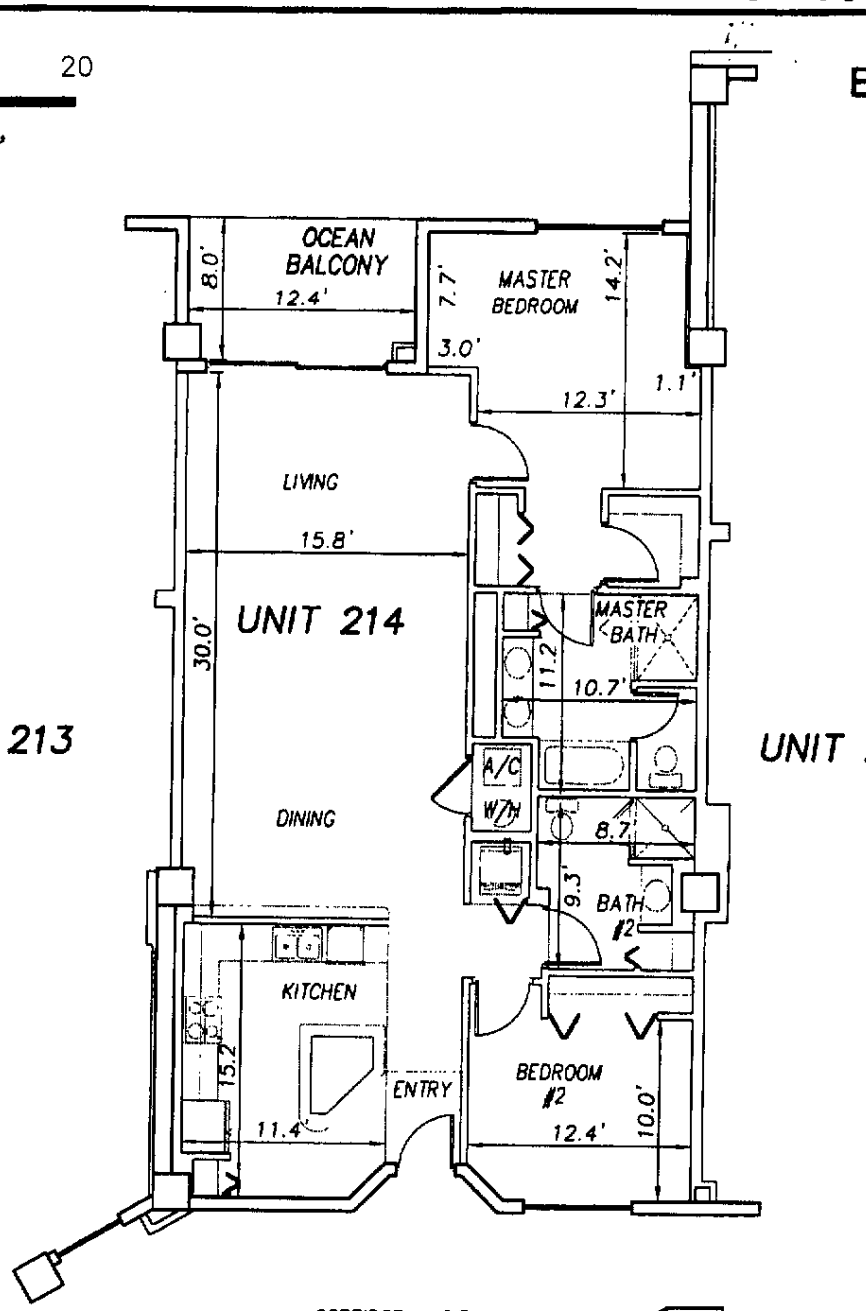
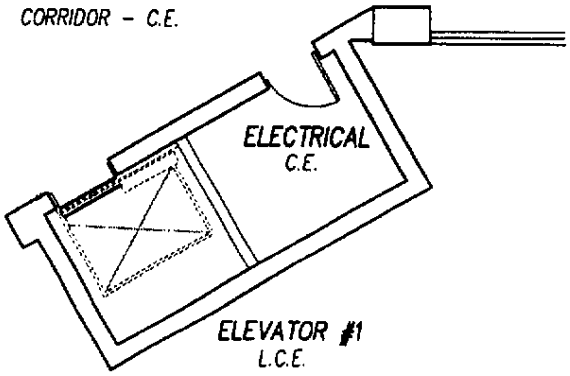


CORRIDOR - C.E.



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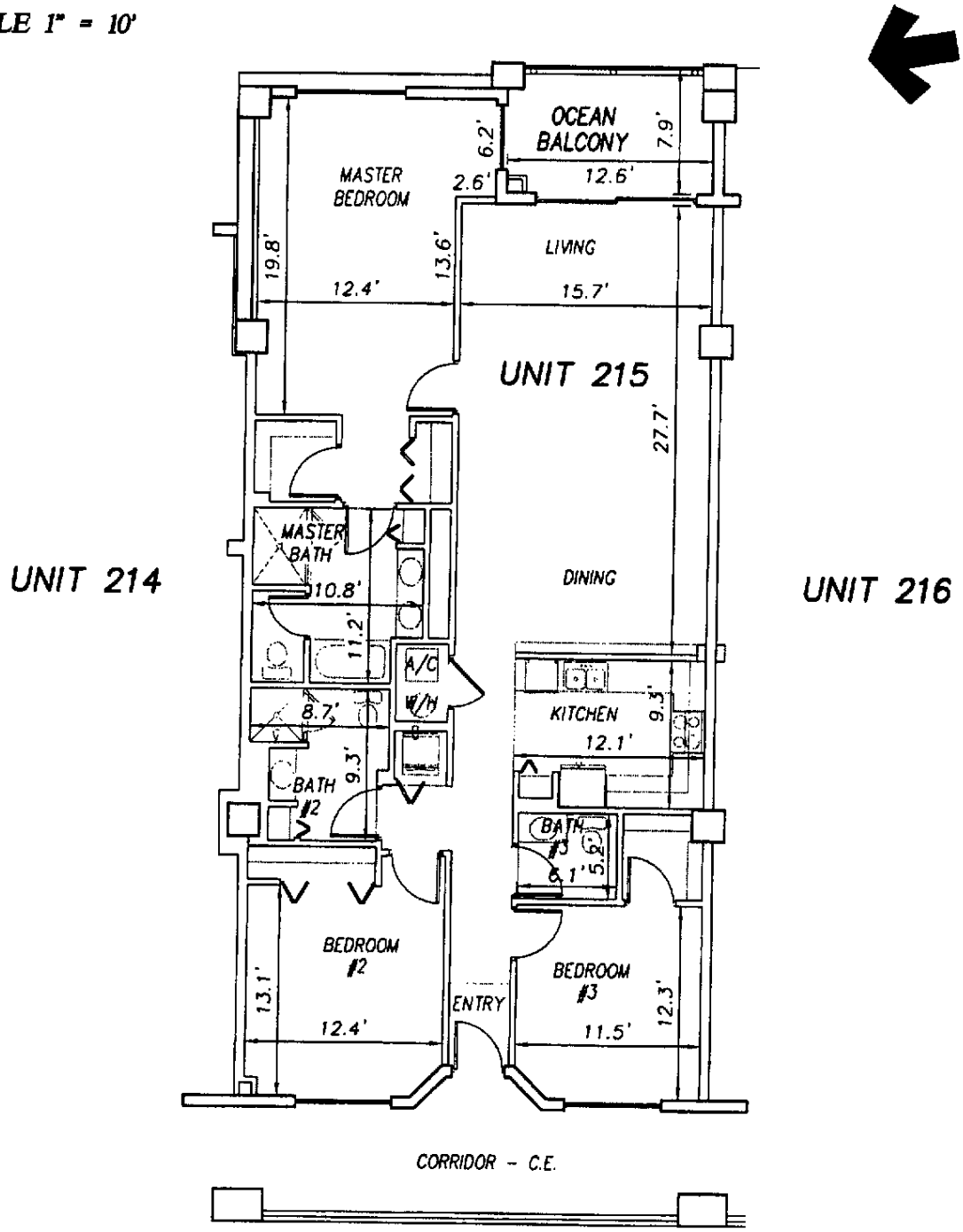

SURF CLUB II
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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

EXHIBIT "B"

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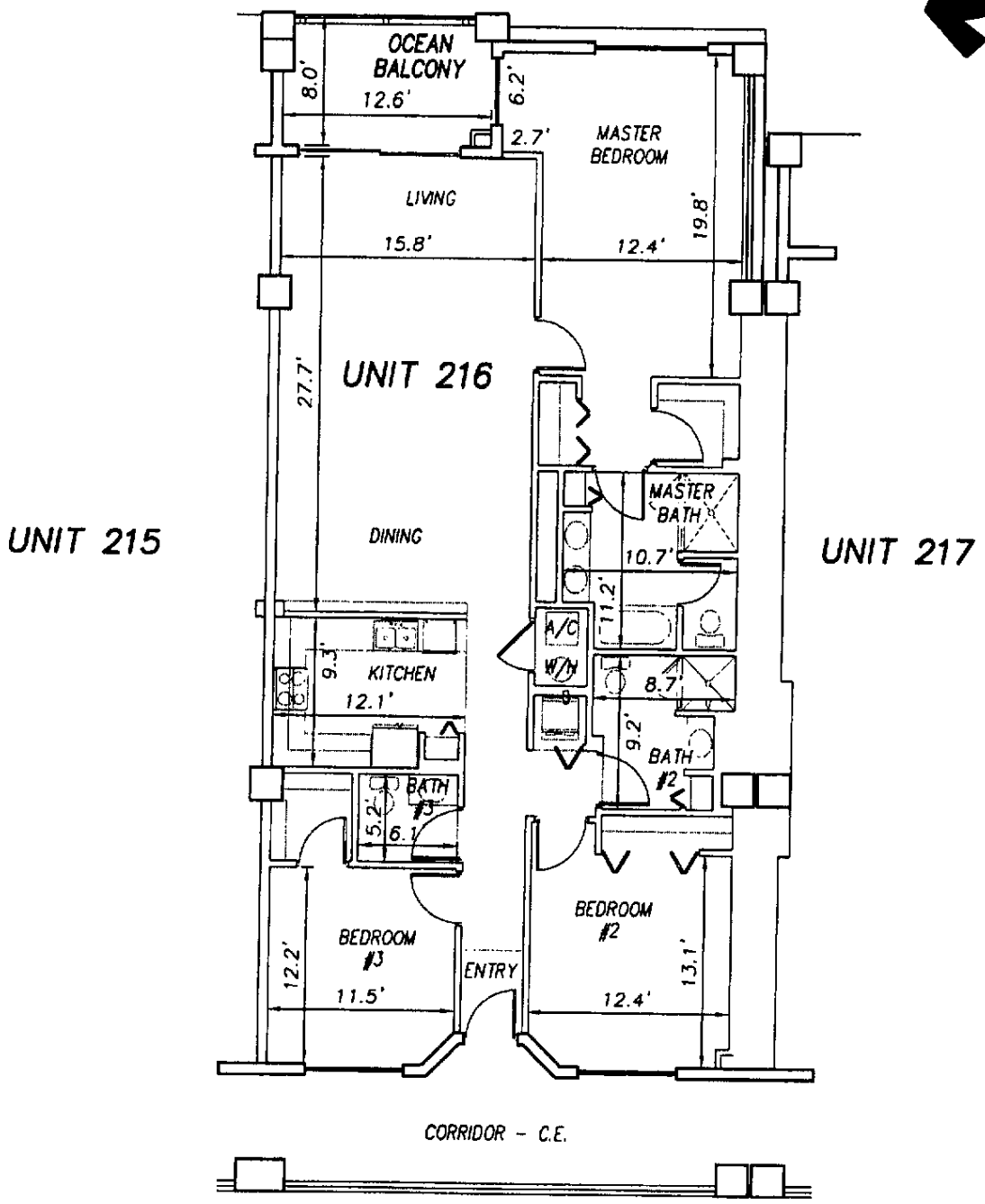

SURF CLUB II
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 49 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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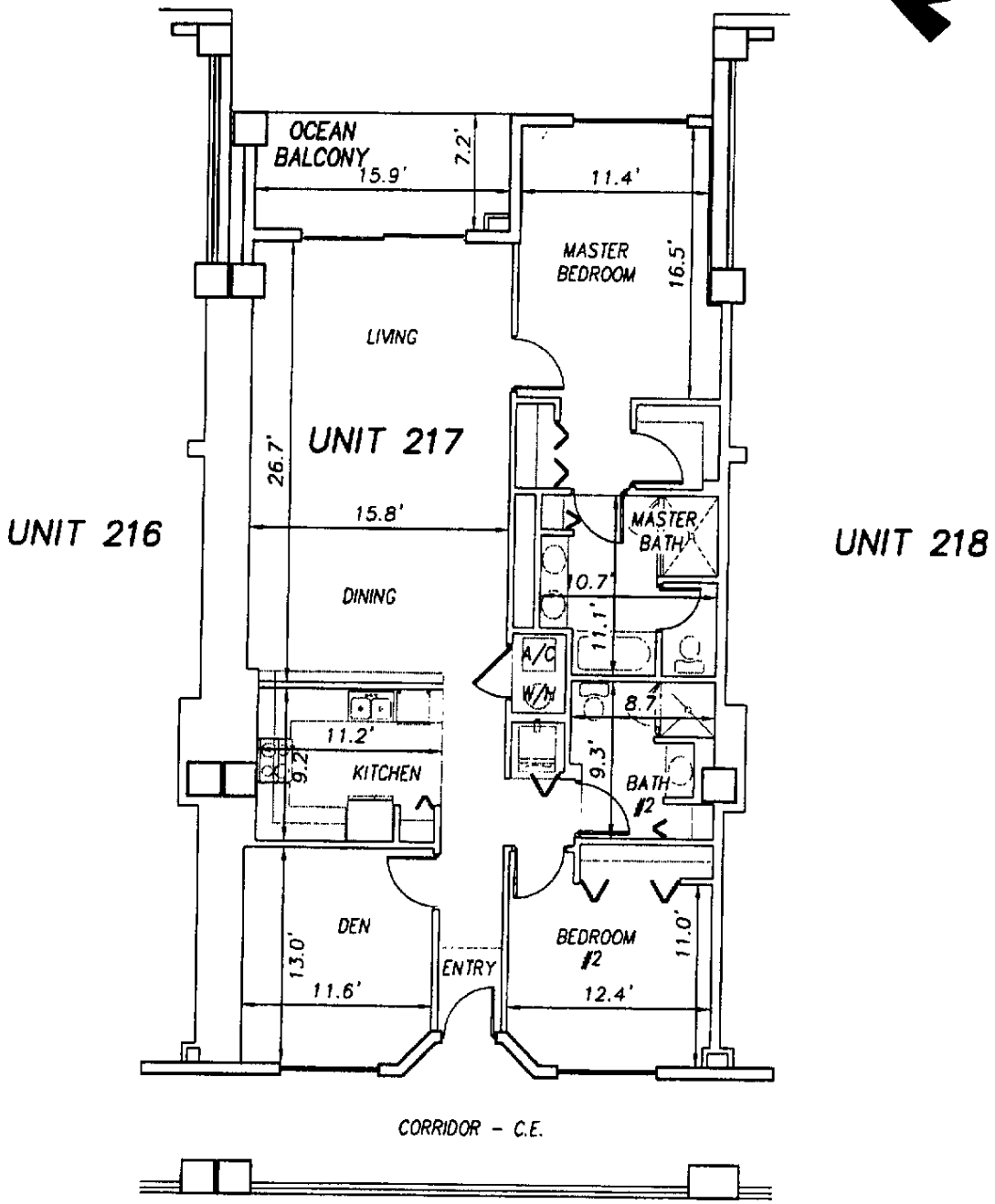
SCALE 1" = 10'



SURF CLUB II
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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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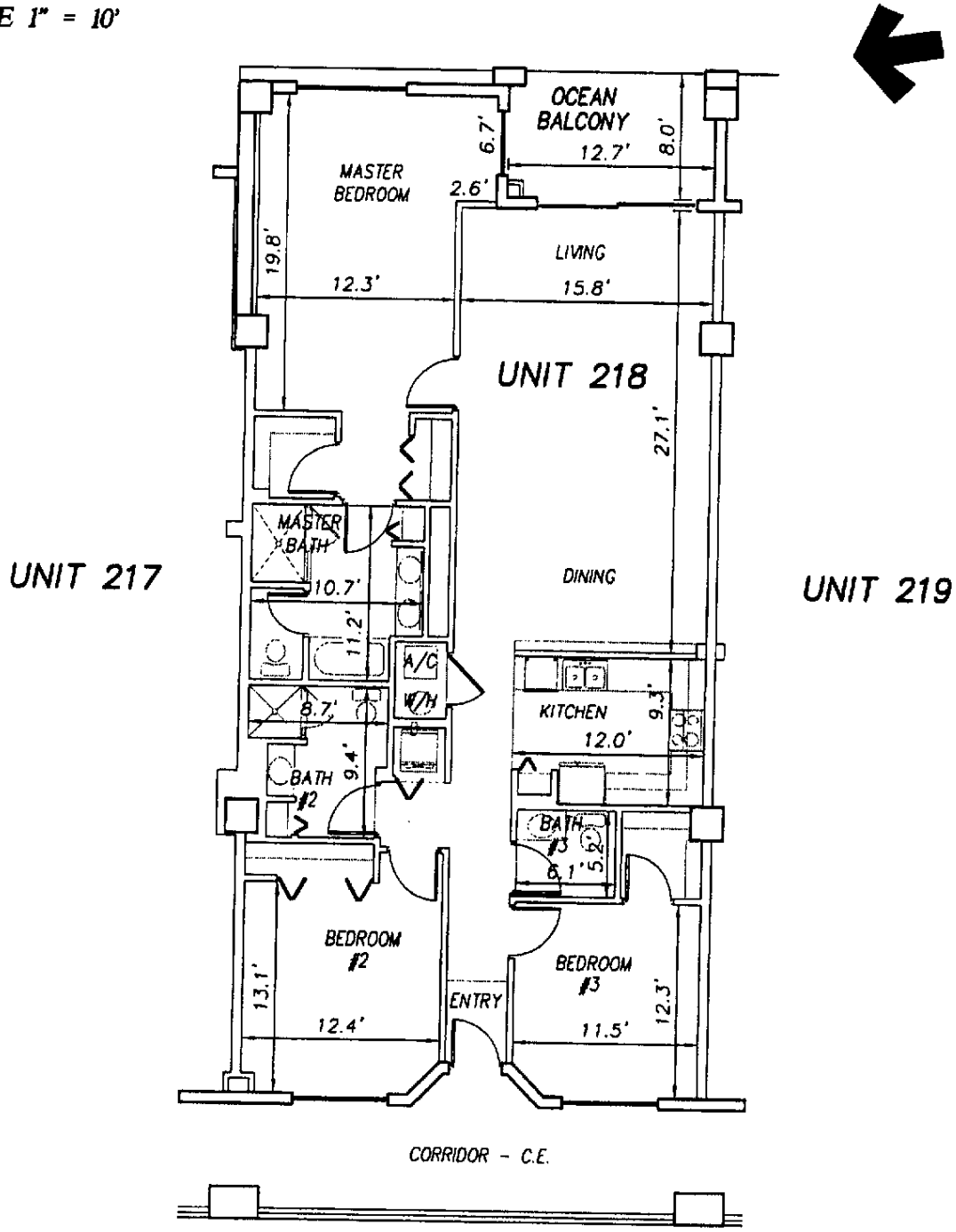

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0 10 20

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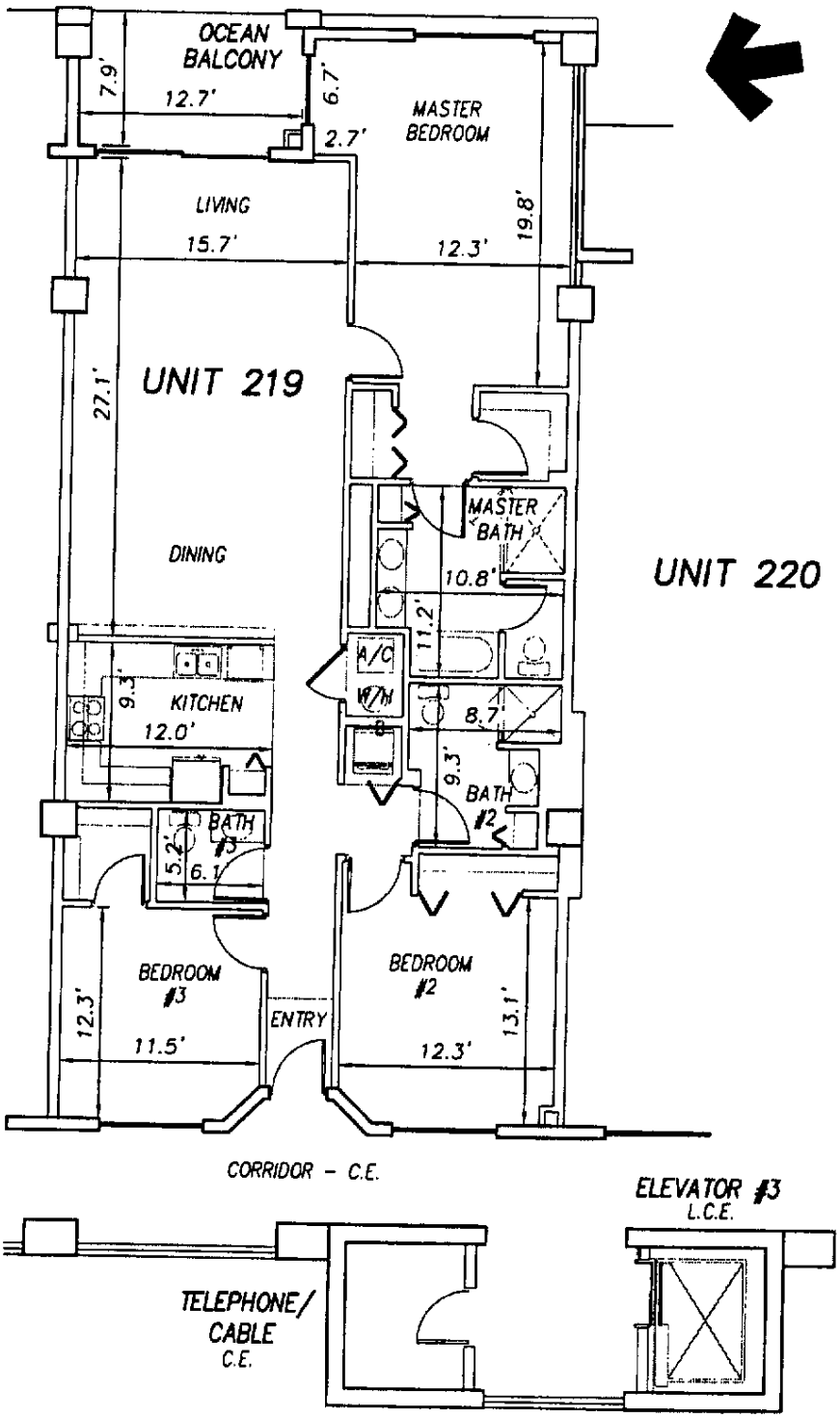

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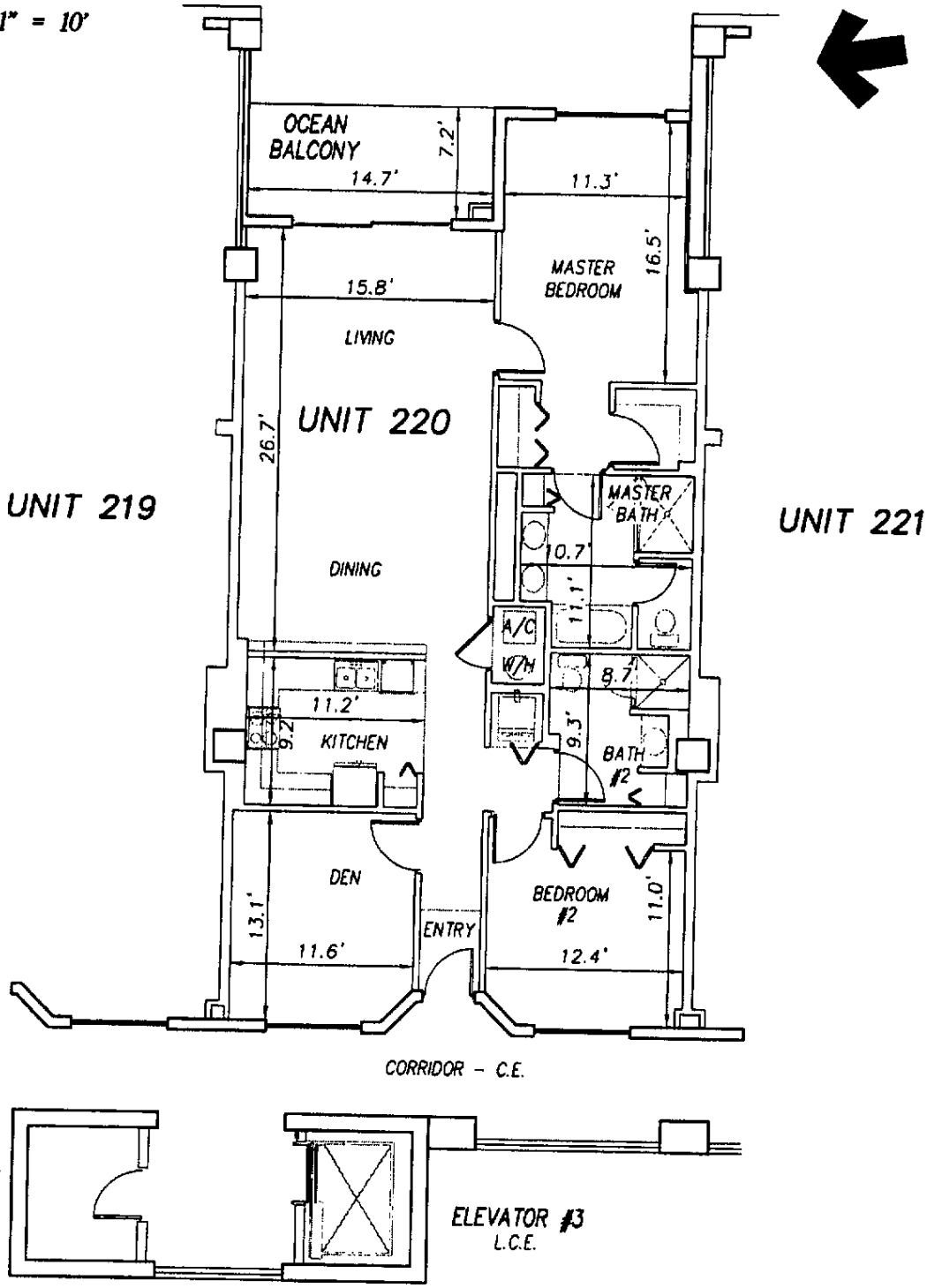

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email: tomoka@tomoka-eng.com website: www.tomokaengineering.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 53 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

EXHIBIT "B"

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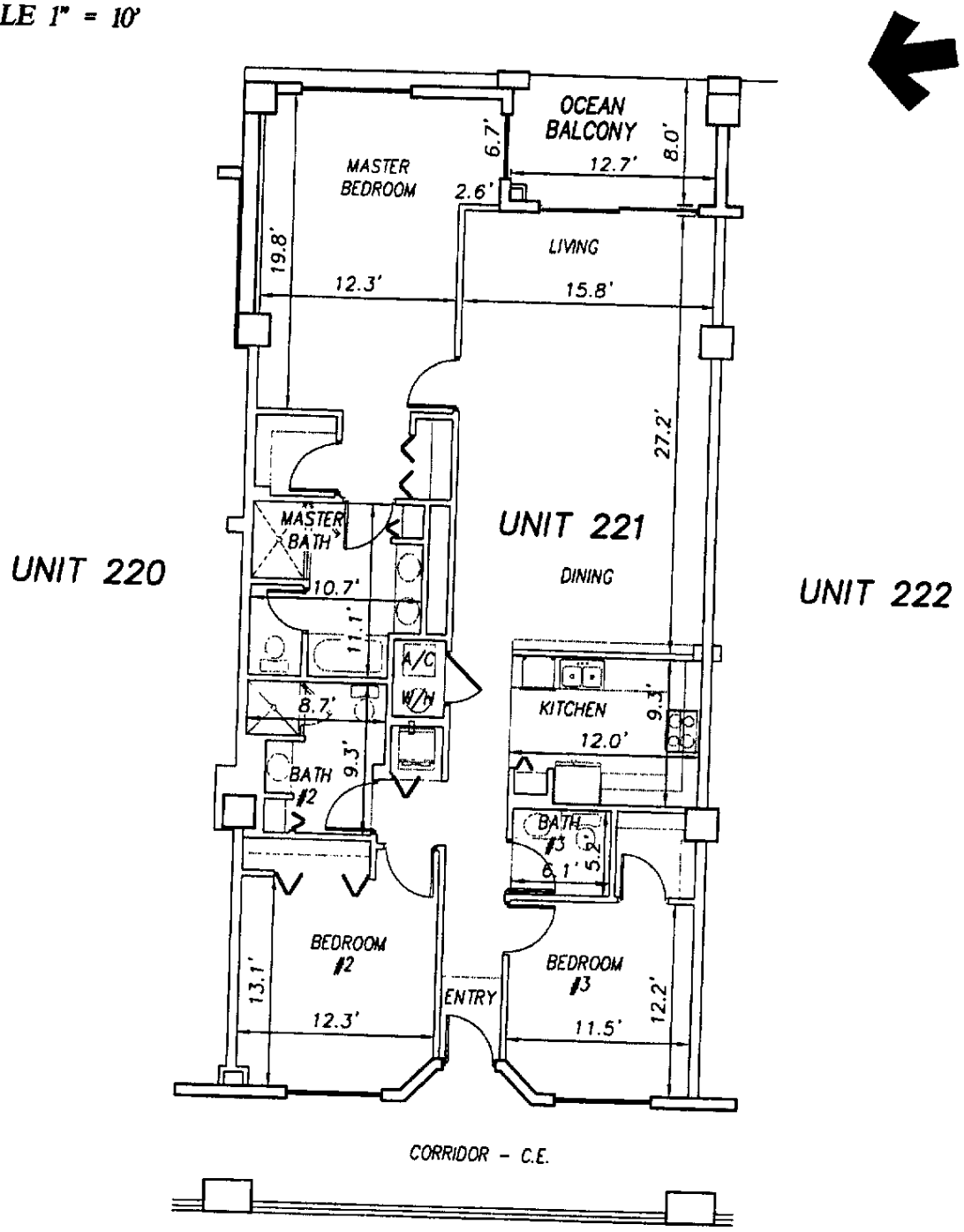
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SECOND FLOOR - UNIT 221 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 54 OF 213 SHEETS

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EXHIBIT "B"

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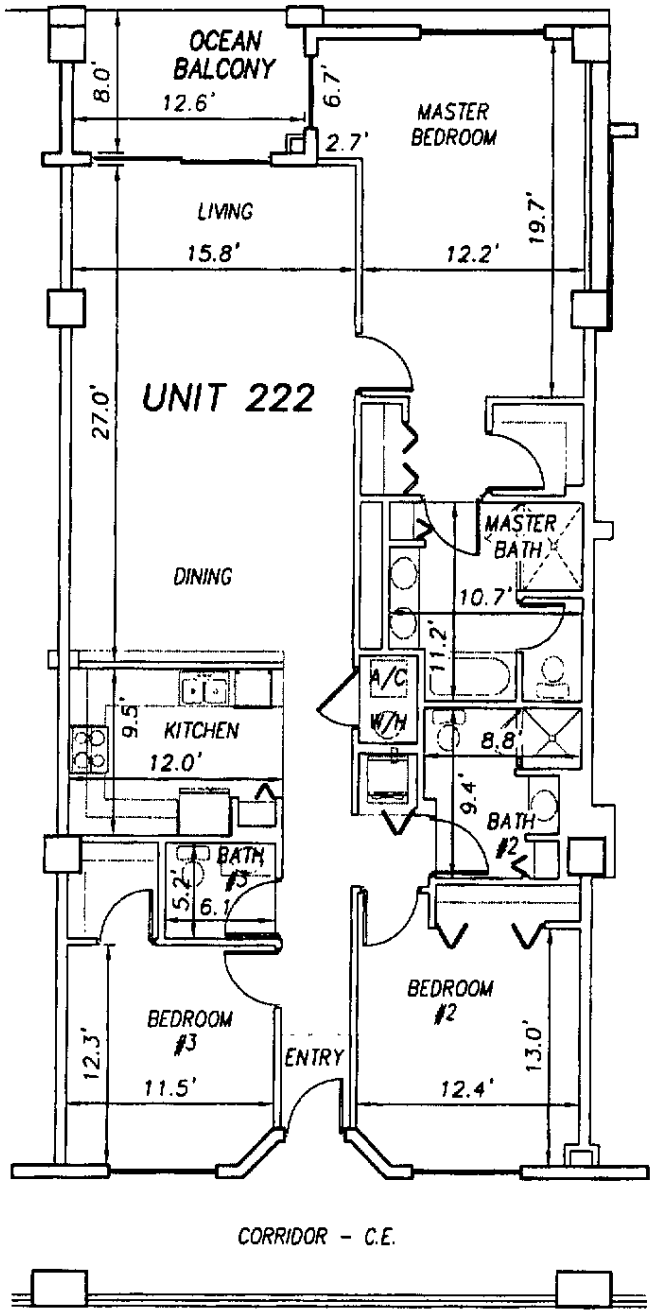
SCALE 1" = 10'



UNIT 221

UNIT 223

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SECOND FLOOR - UNIT 222 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 55 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

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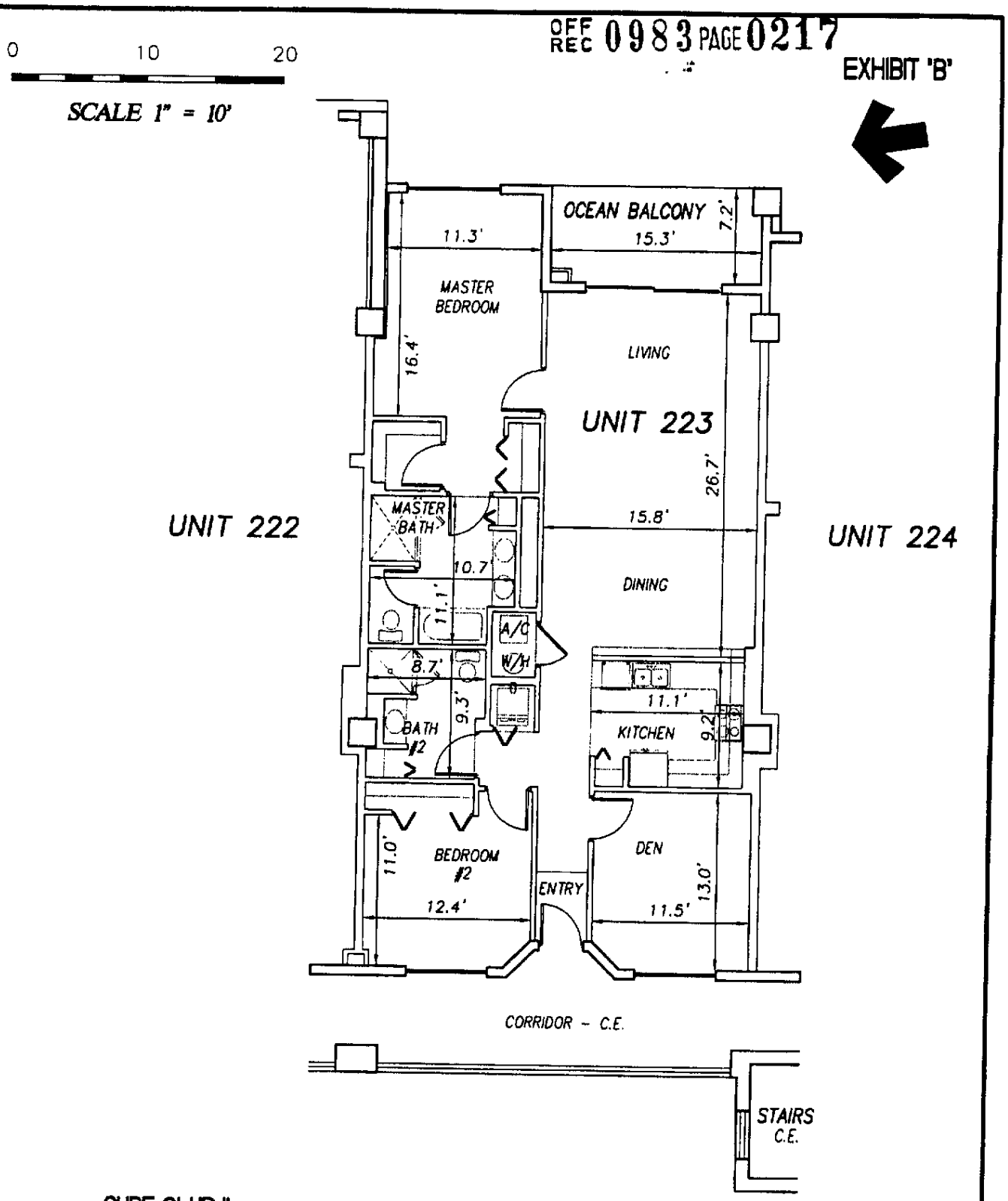

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SECOND FLOOR - UNIT 223 (South Wing)

TOMOKA ENGINEERING
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Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 56 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 32 - 57 2nd Fl.dwg 09/11/2003 09:23:50 AM EDT

EXHIBIT 'B'

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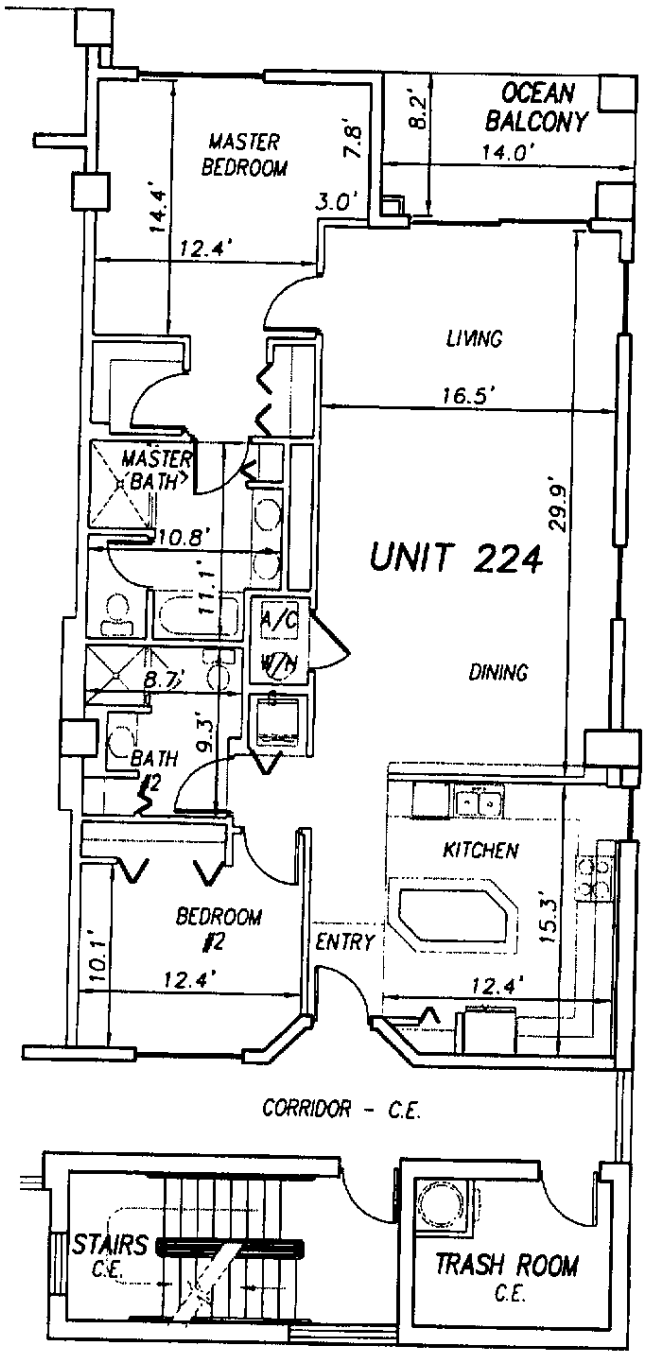
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SECOND FLOOR - UNIT 224 (South Wing)

TOMOKA ENGINEERING
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 57 OF 213 SHEETS

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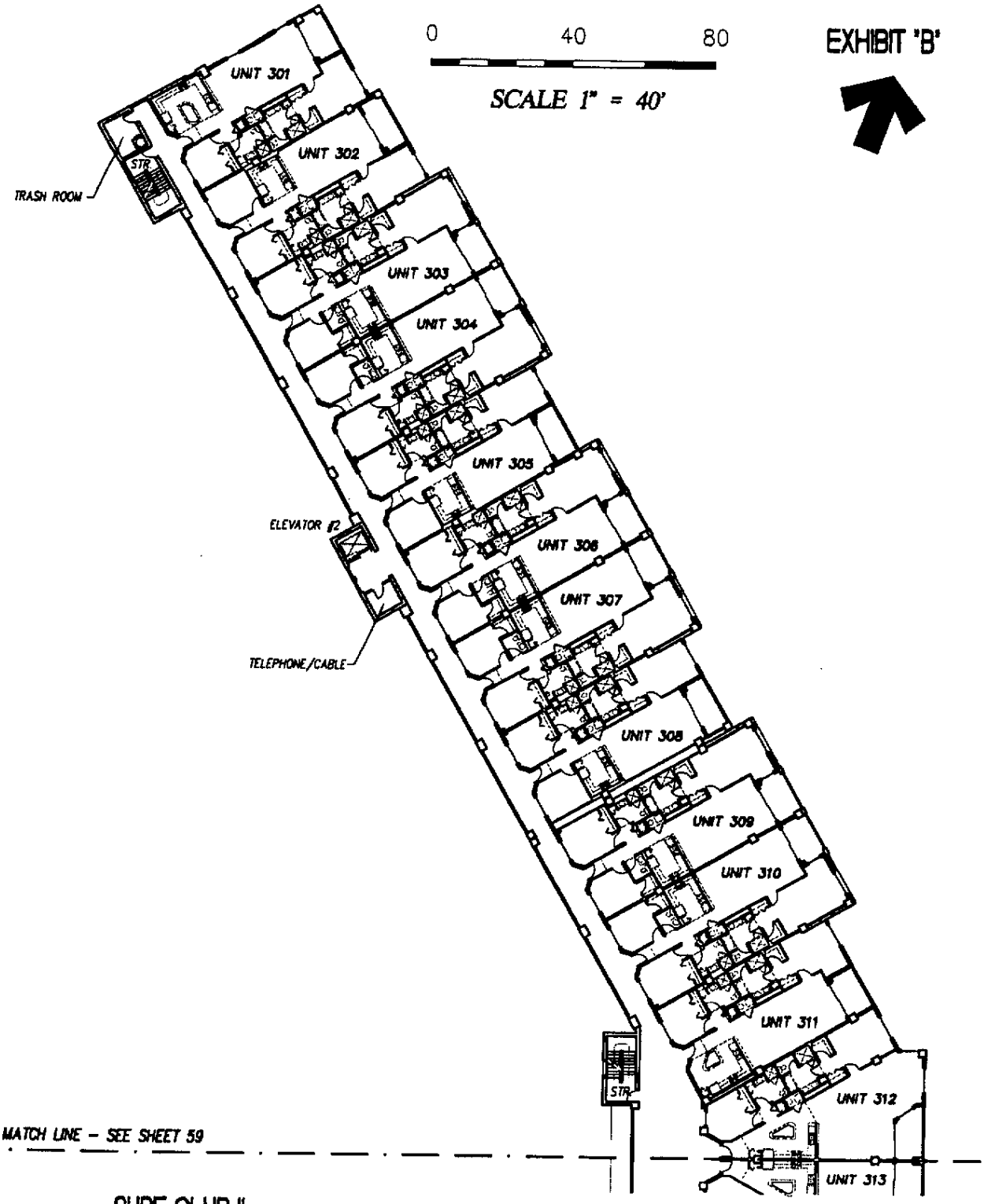

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Main Office: 800 So. Ridgewood Ave. Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2137

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 58 OF 213 SHEETS

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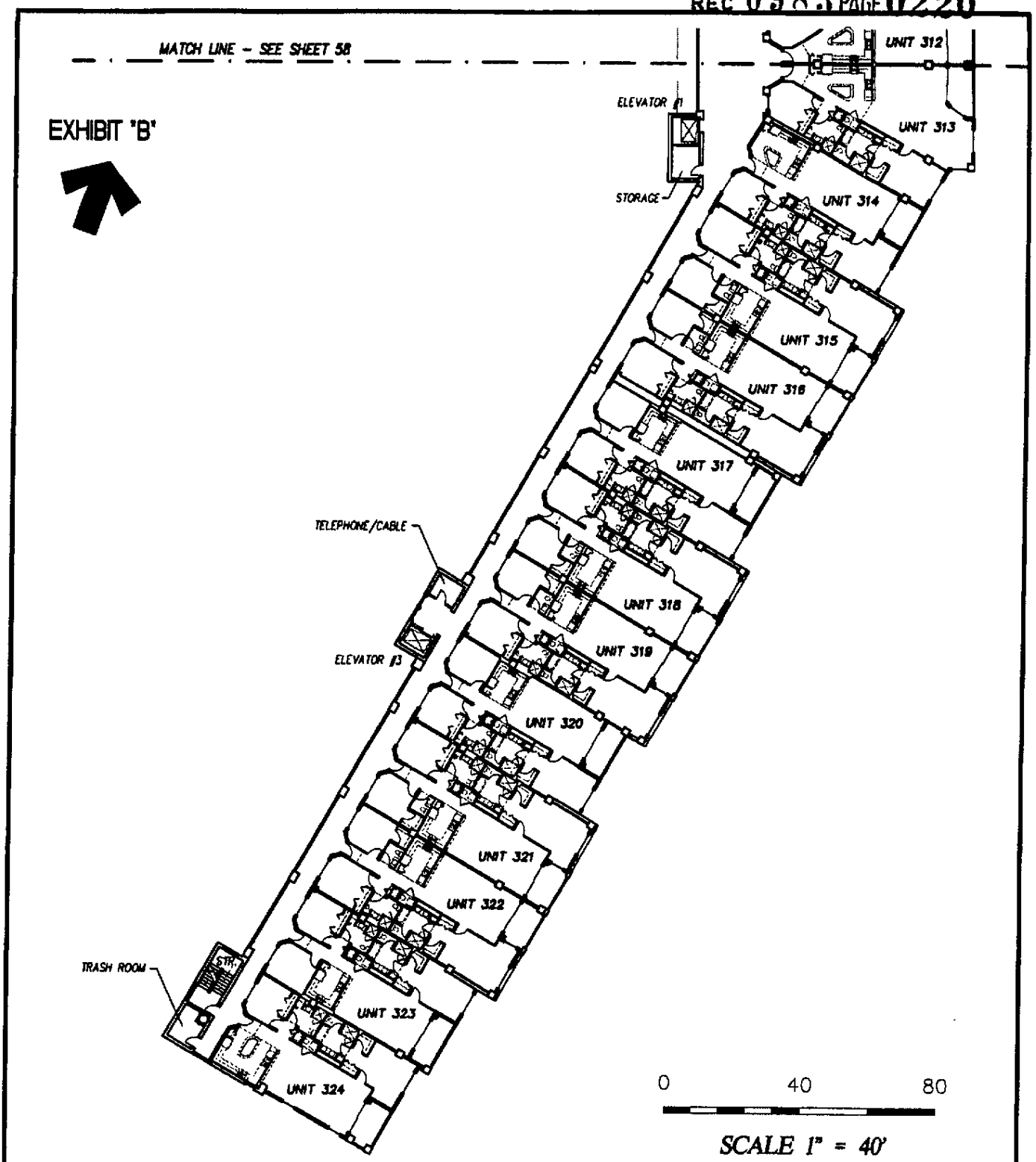

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 59 OF 213 SHEETS

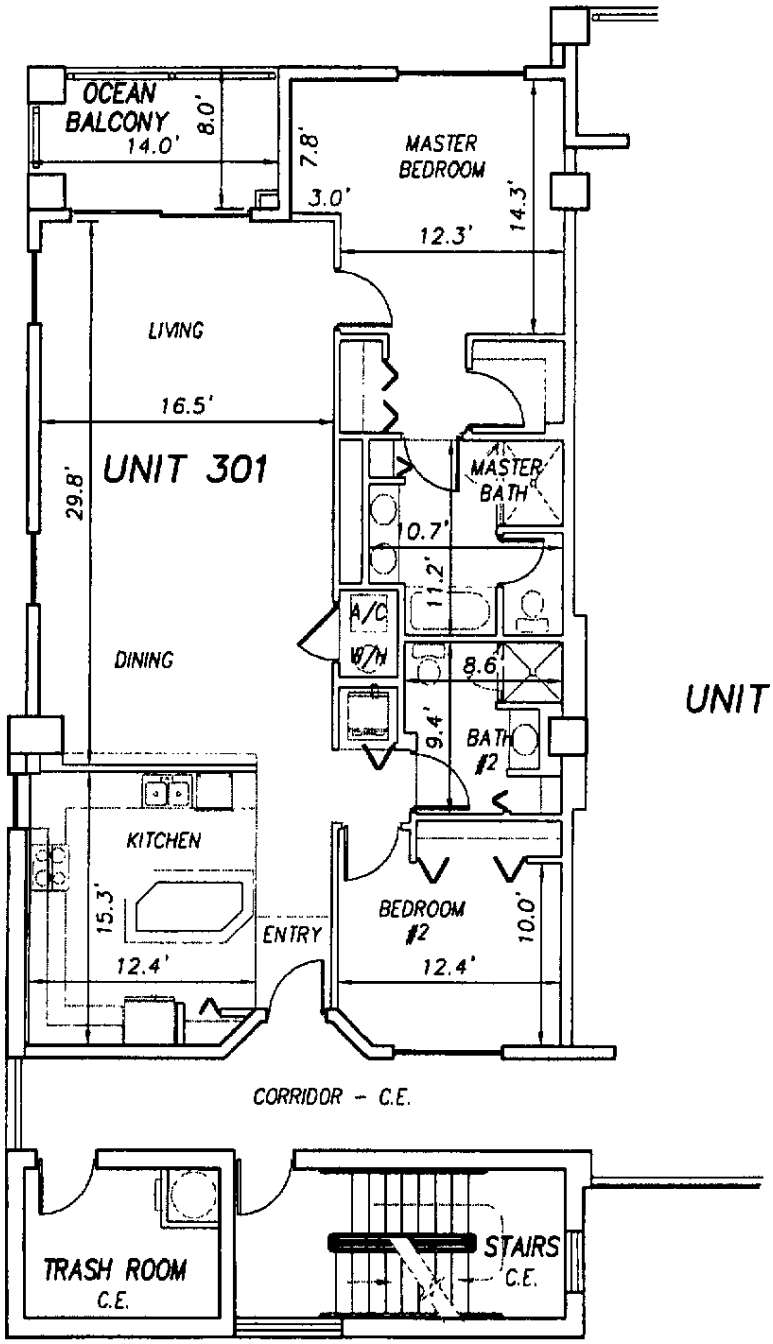
P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0221

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 301 (North Wing)

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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 60 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 5B - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

EXHIBIT "B"

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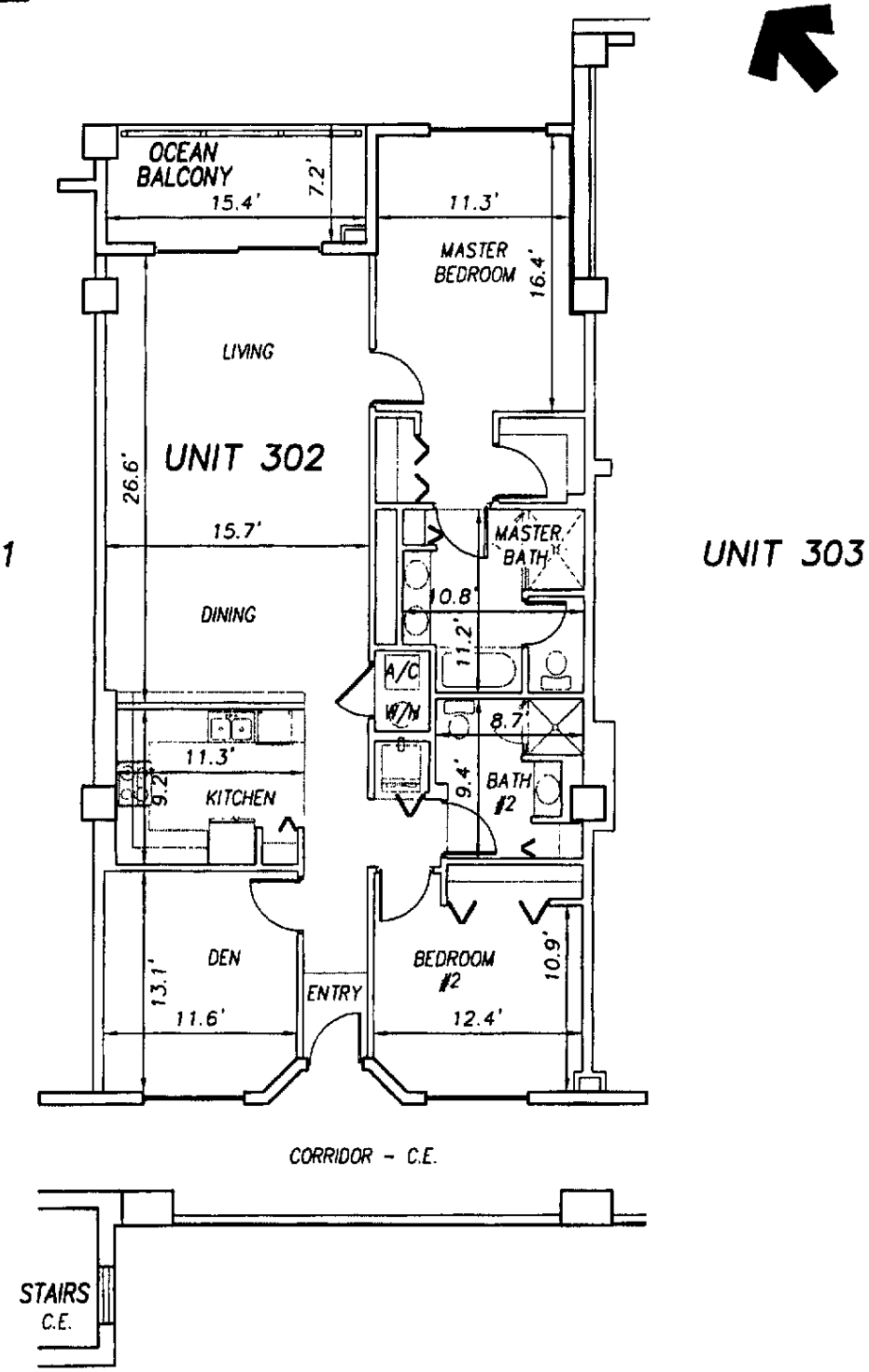
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 302 (North Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 61 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 5B - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

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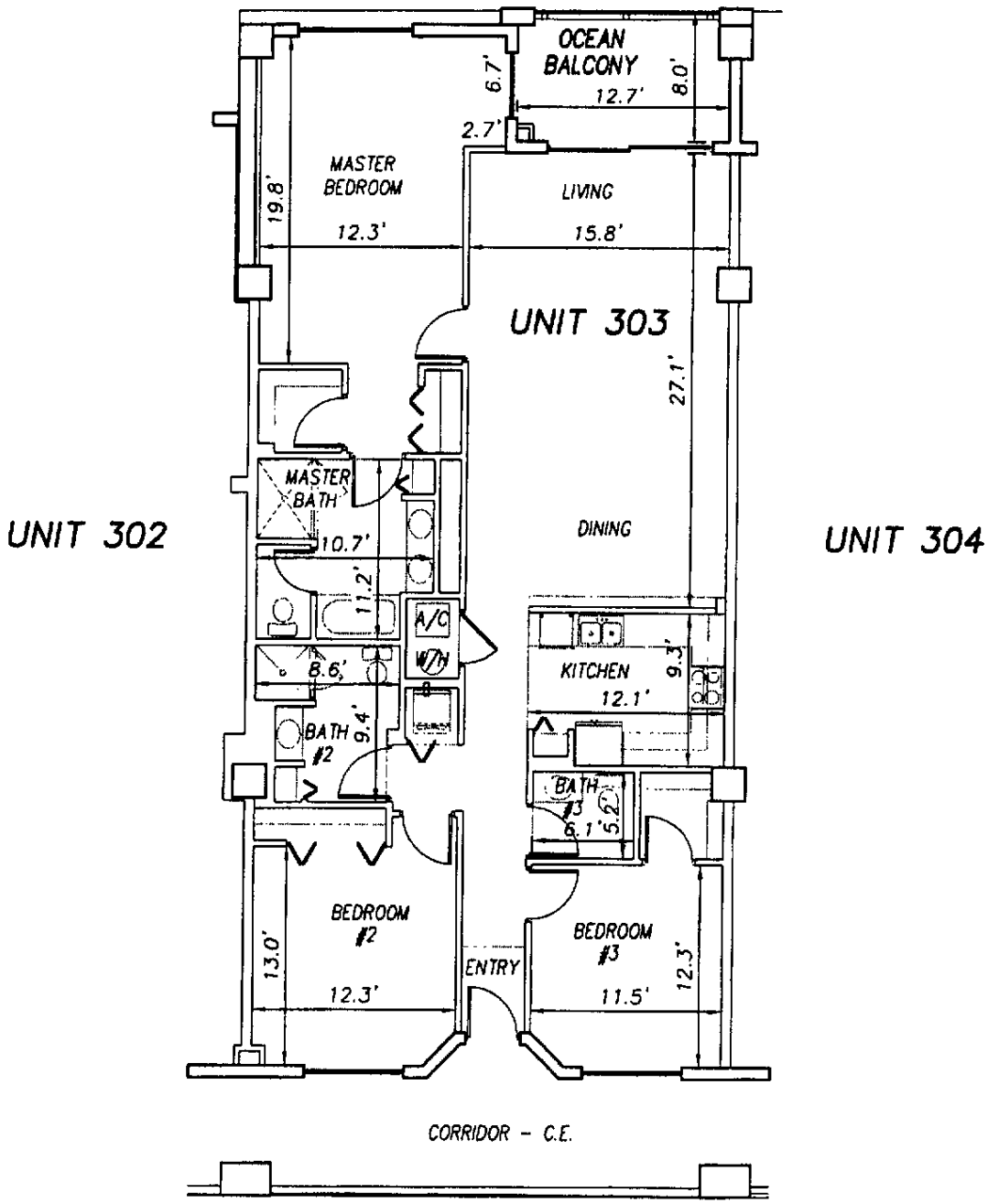
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 303 (North Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 62 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0224

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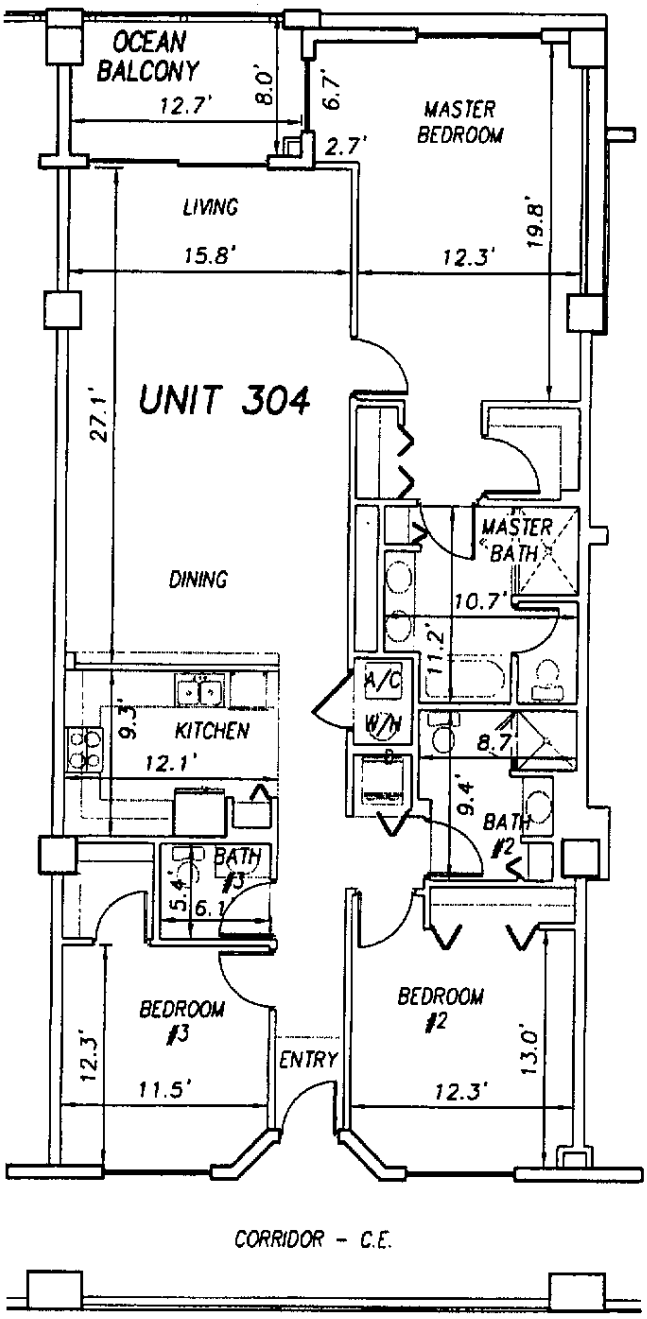

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 304 (North Wing)

TOMOKA ENGINEERING
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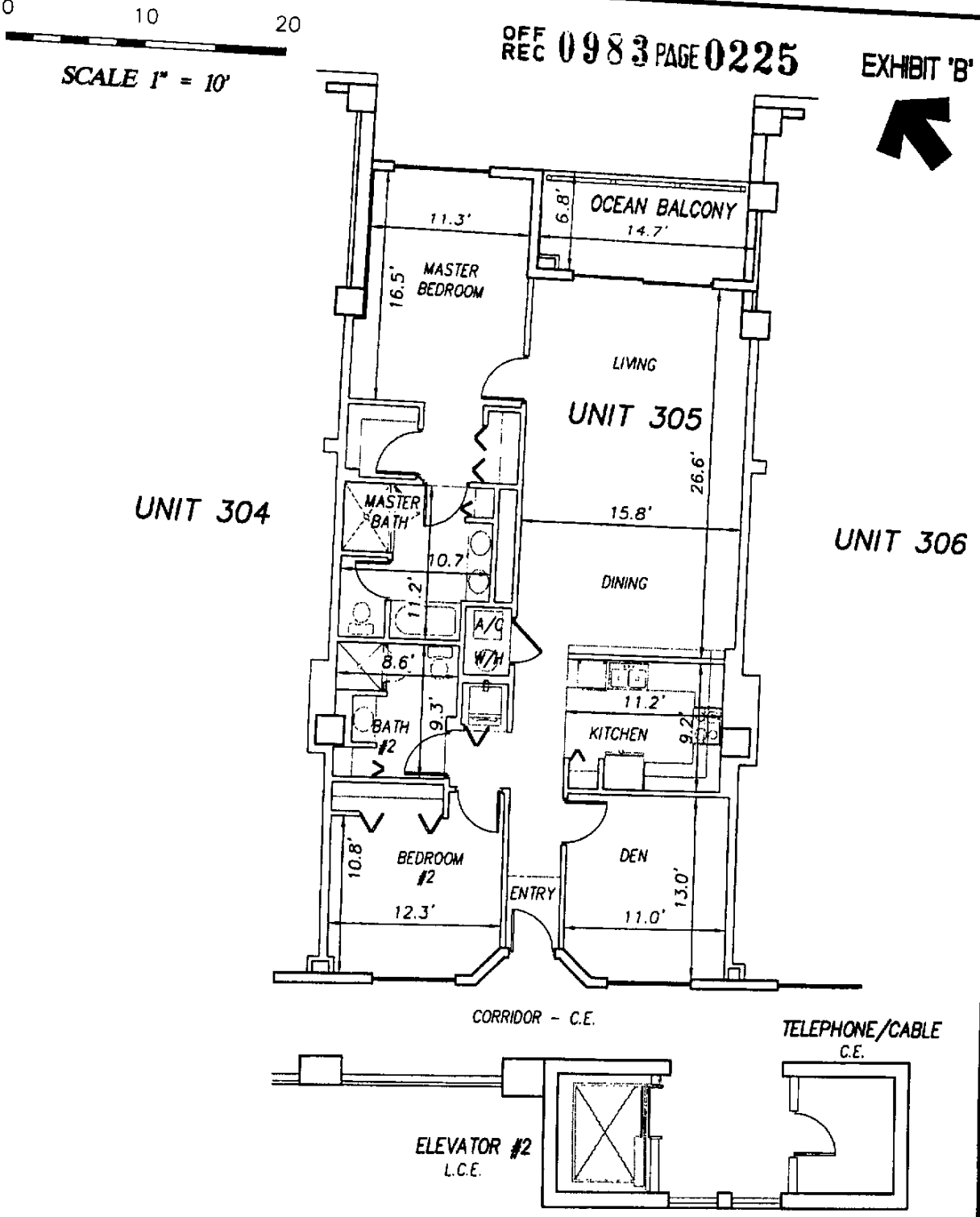
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 63 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

OFF REC 0983 PAGE 0225

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 305 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 64 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

EXHIBIT 'B'

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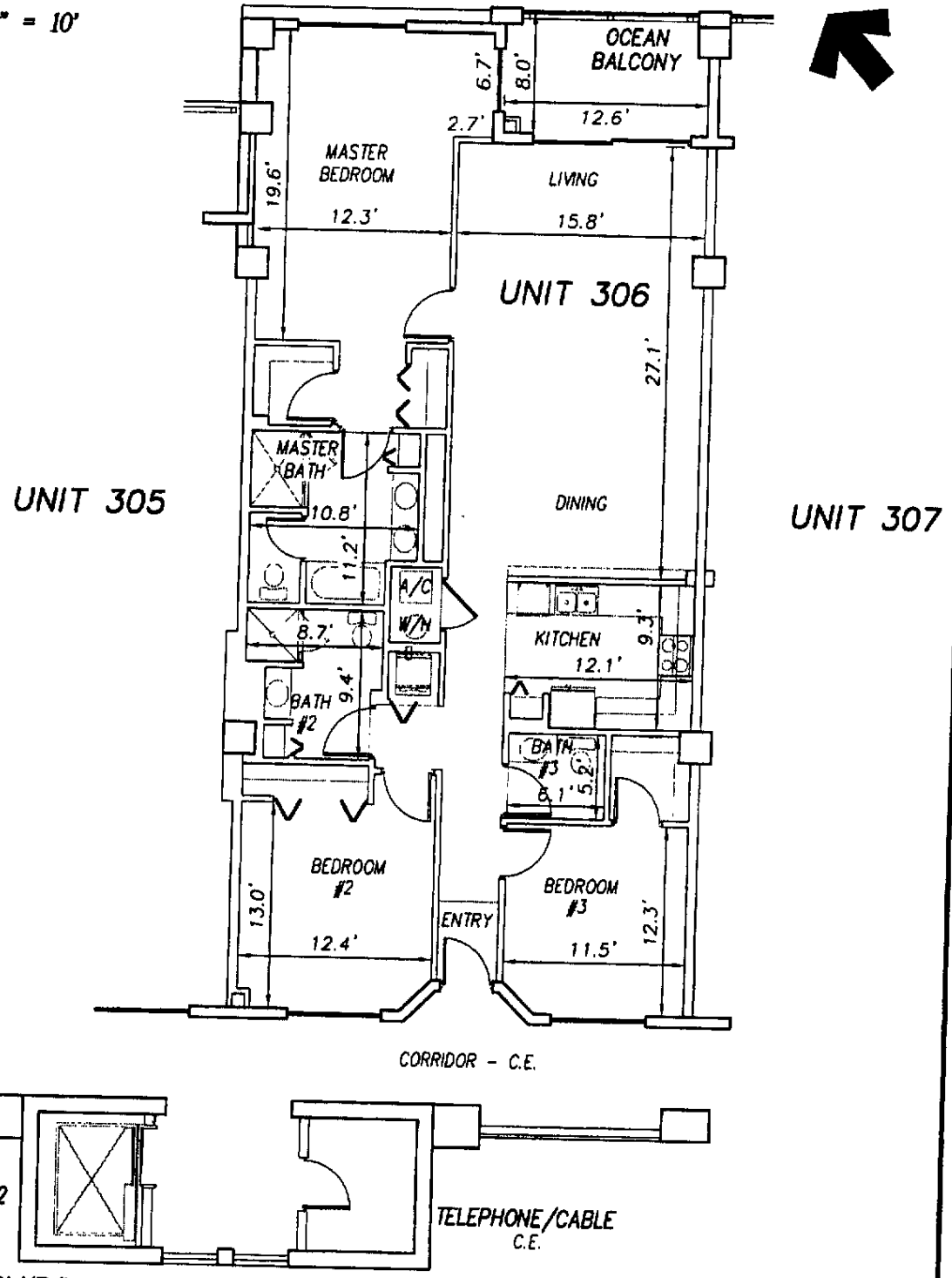
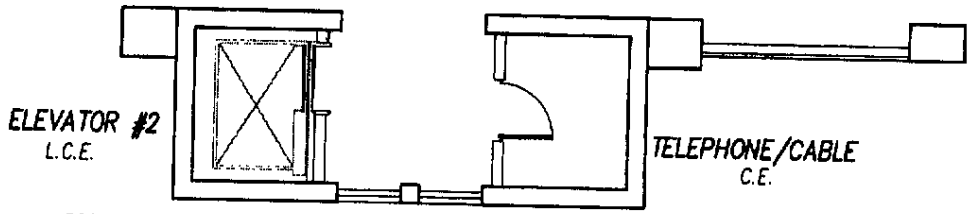
SCALE 1" = 10'





SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 306 (North Wing)

TOMOKA ENGINEERING
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Phone 386-257-1900 Fax 386-257-1901

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

EXHIBIT "B"

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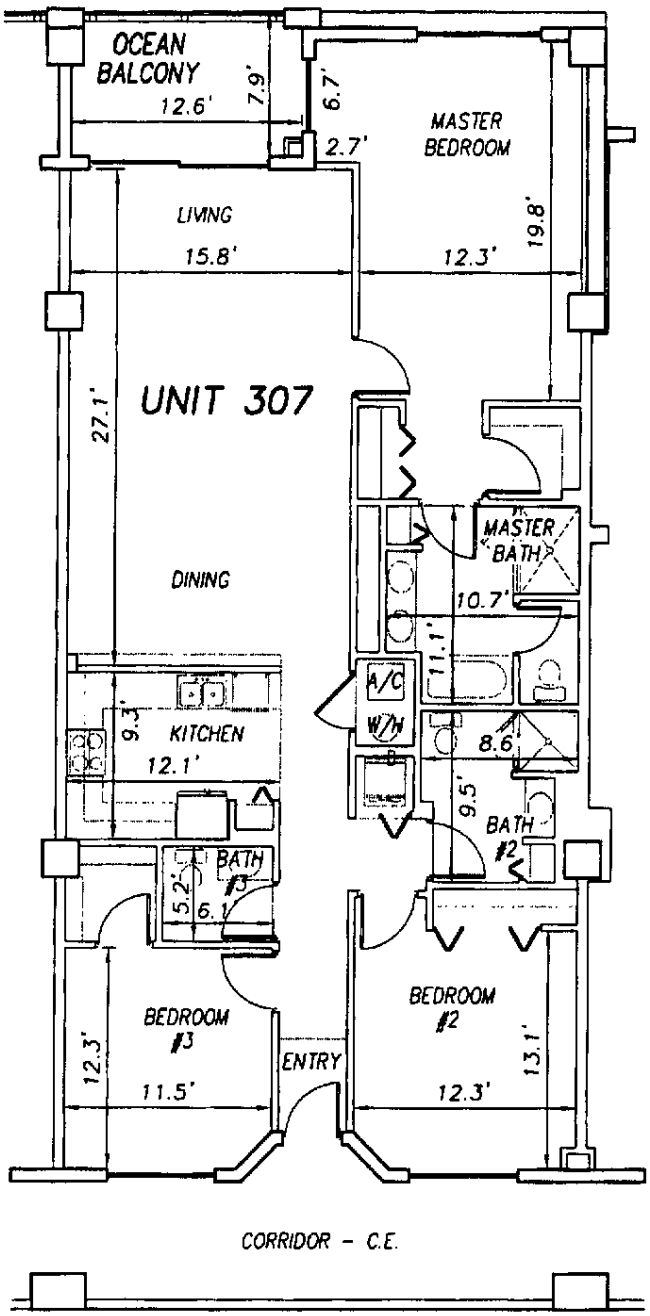
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
THIRD FLOOR - UNIT 307 (North Wing)

TOMOKA ENGINEERING
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LB #2731

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 66 OF 213 SHEETS

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SCALE 1" = 10'

OFF REC 0983 PAGE 0228

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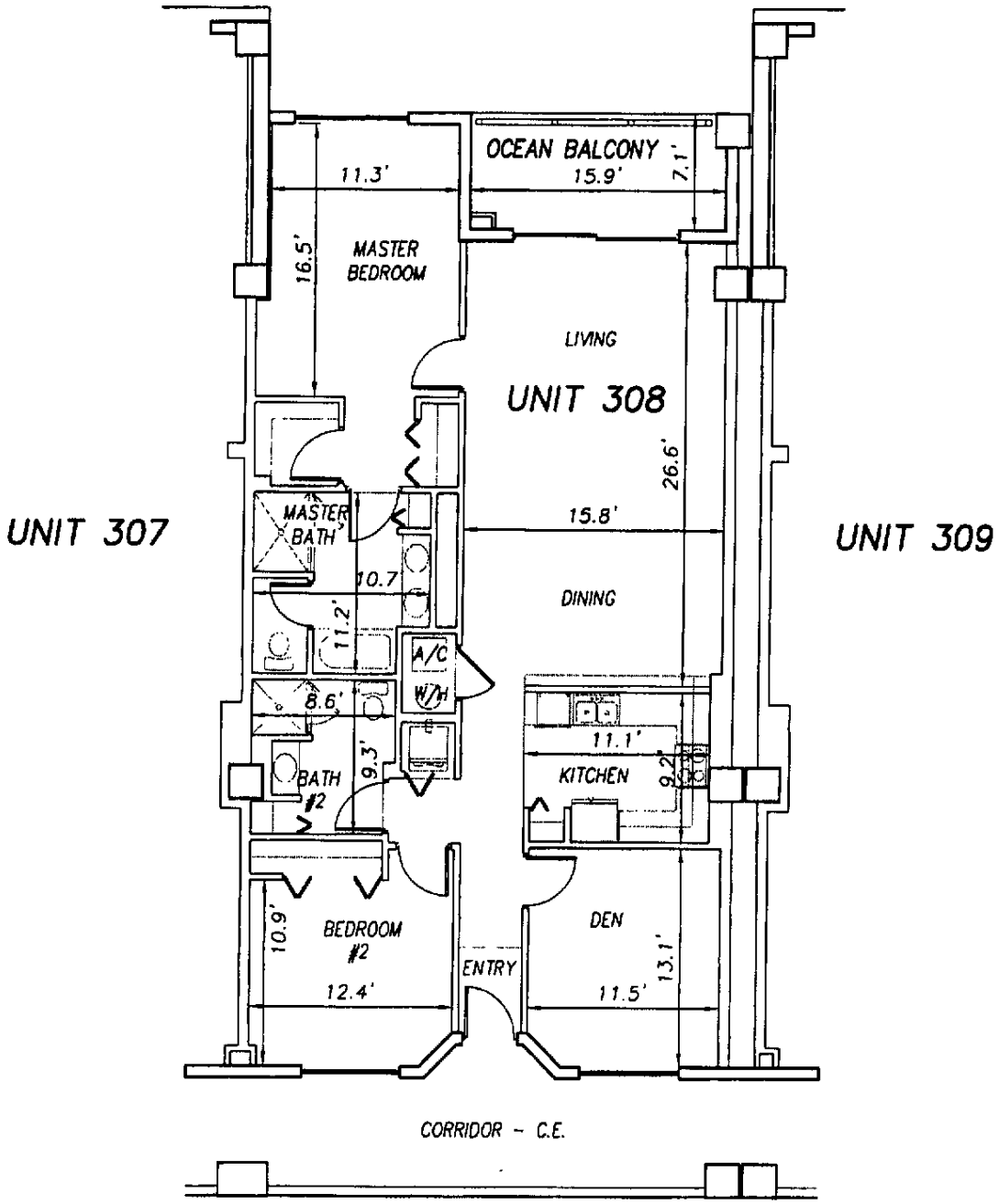

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 308 (North Wing)

TOMOKA ENGINEERING
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LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 67 OF 213 SHEETS

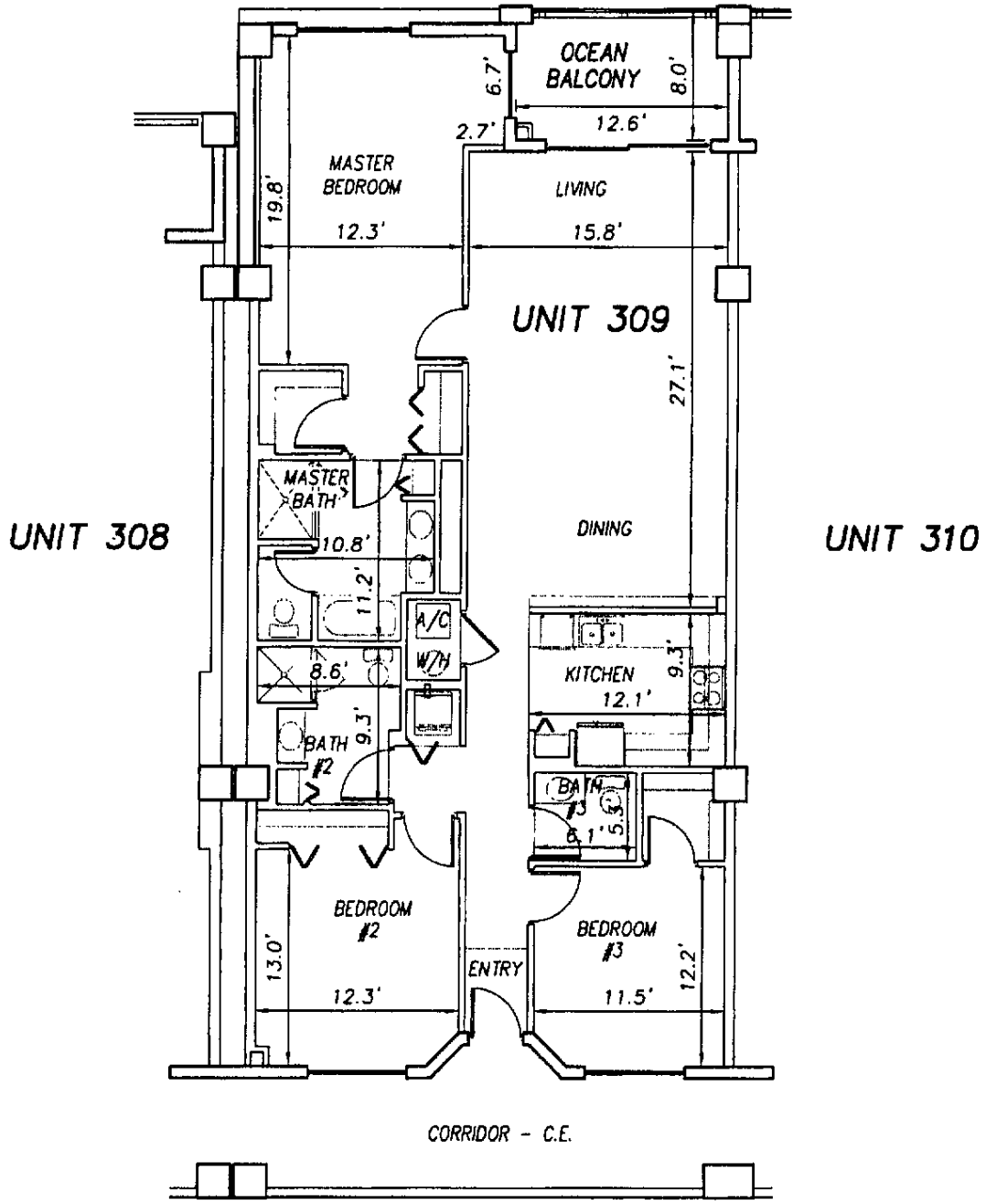
P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0229

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 309 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 68 OF 213 SHEETS

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EXHIBIT "B"

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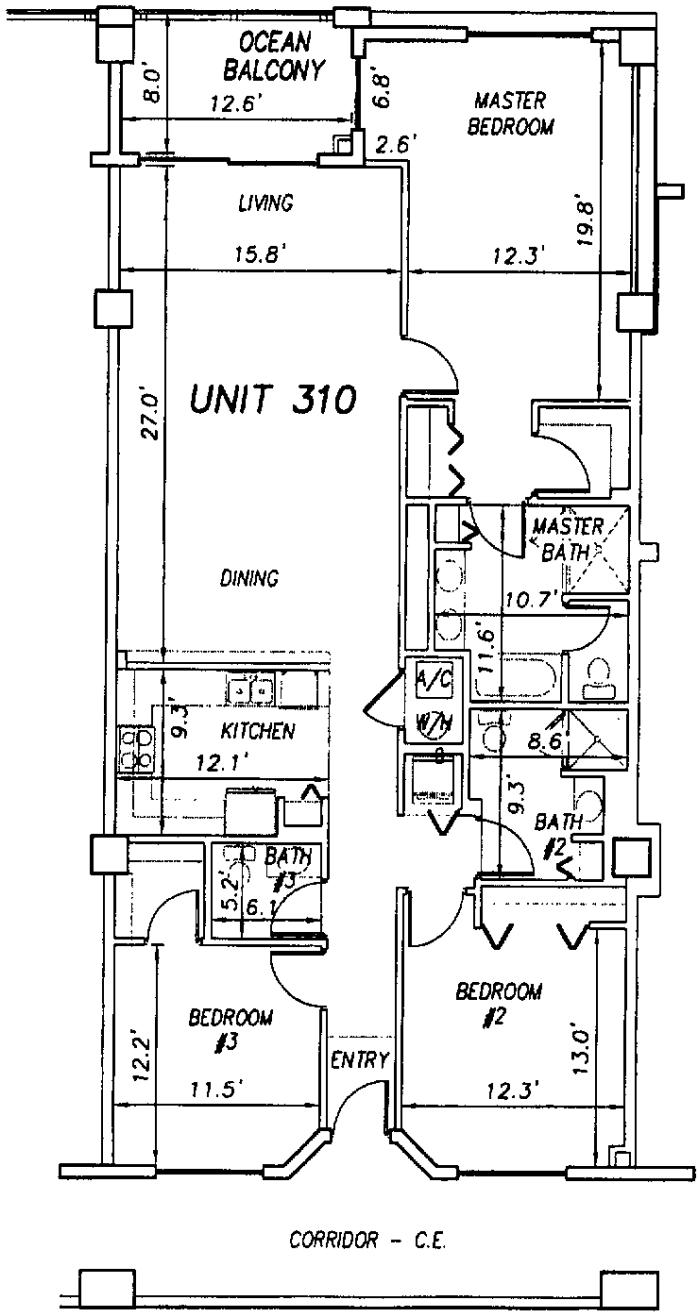

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 310 (North Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 69 OF 213 SHEETS

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EXHIBIT 'B'

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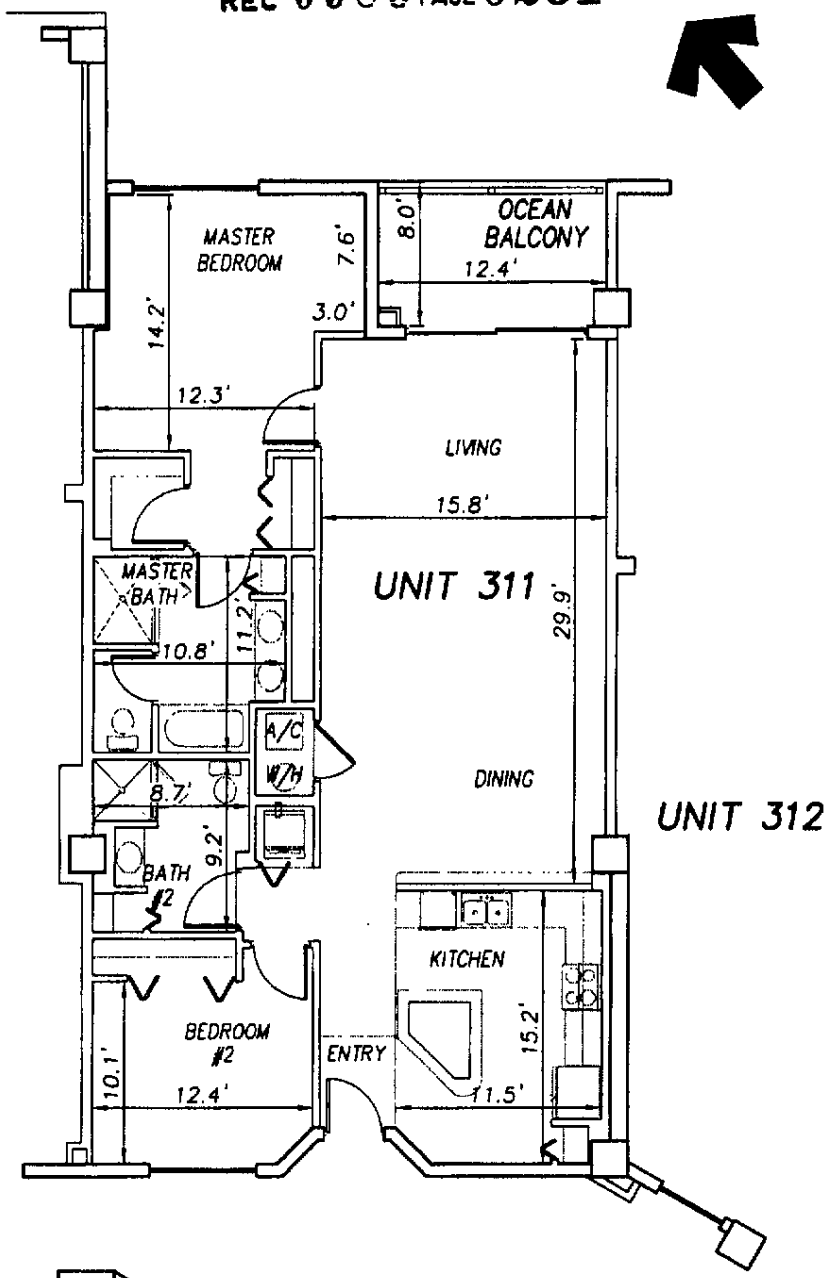

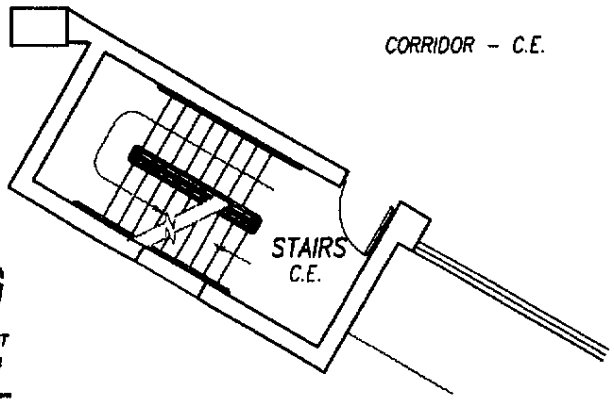

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 311 (North Wing)

TOMOKA ENGINEERING
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 70 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

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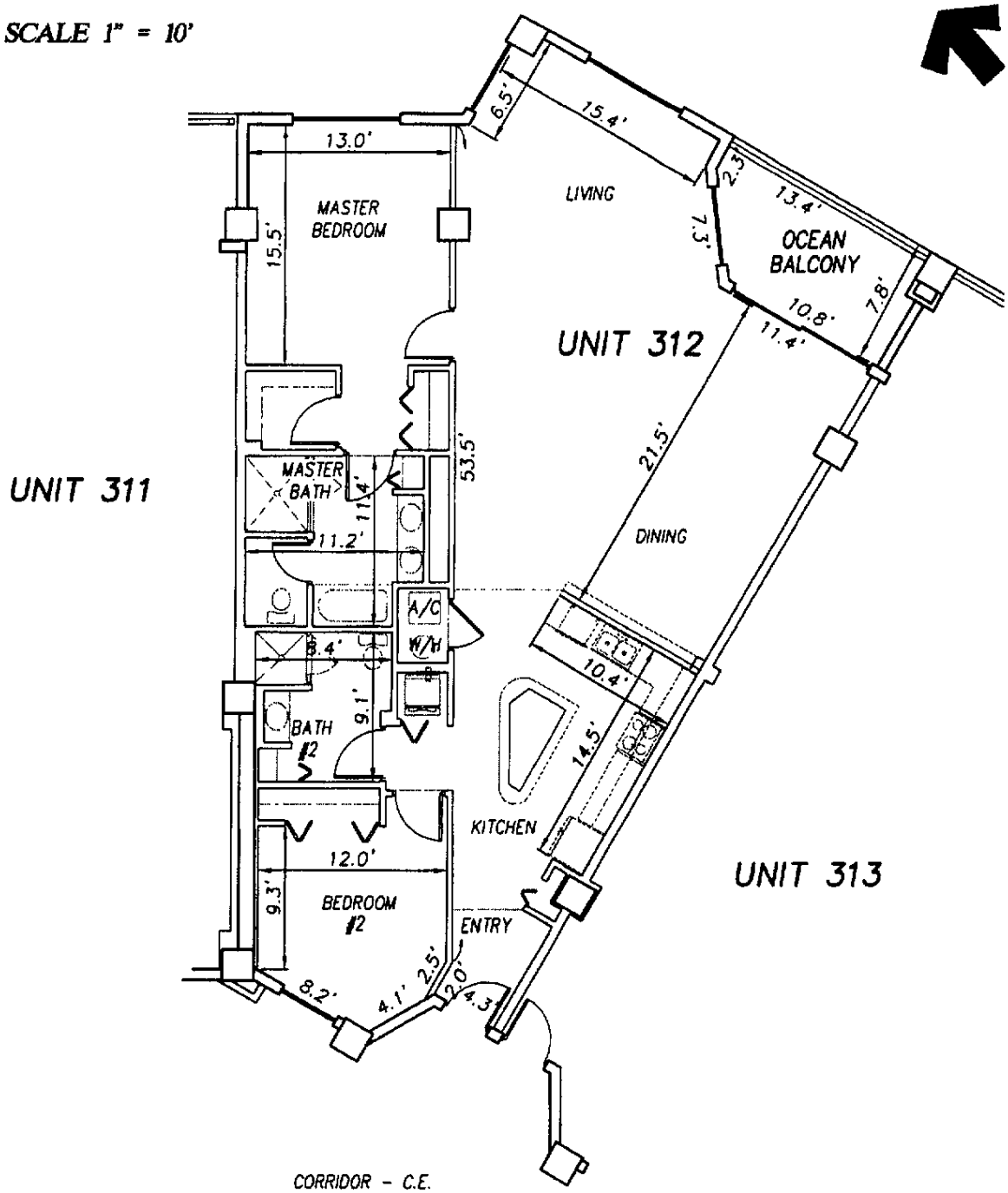
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 312 (North Wing)

TOMOKA ENGINEERING
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LB #2133

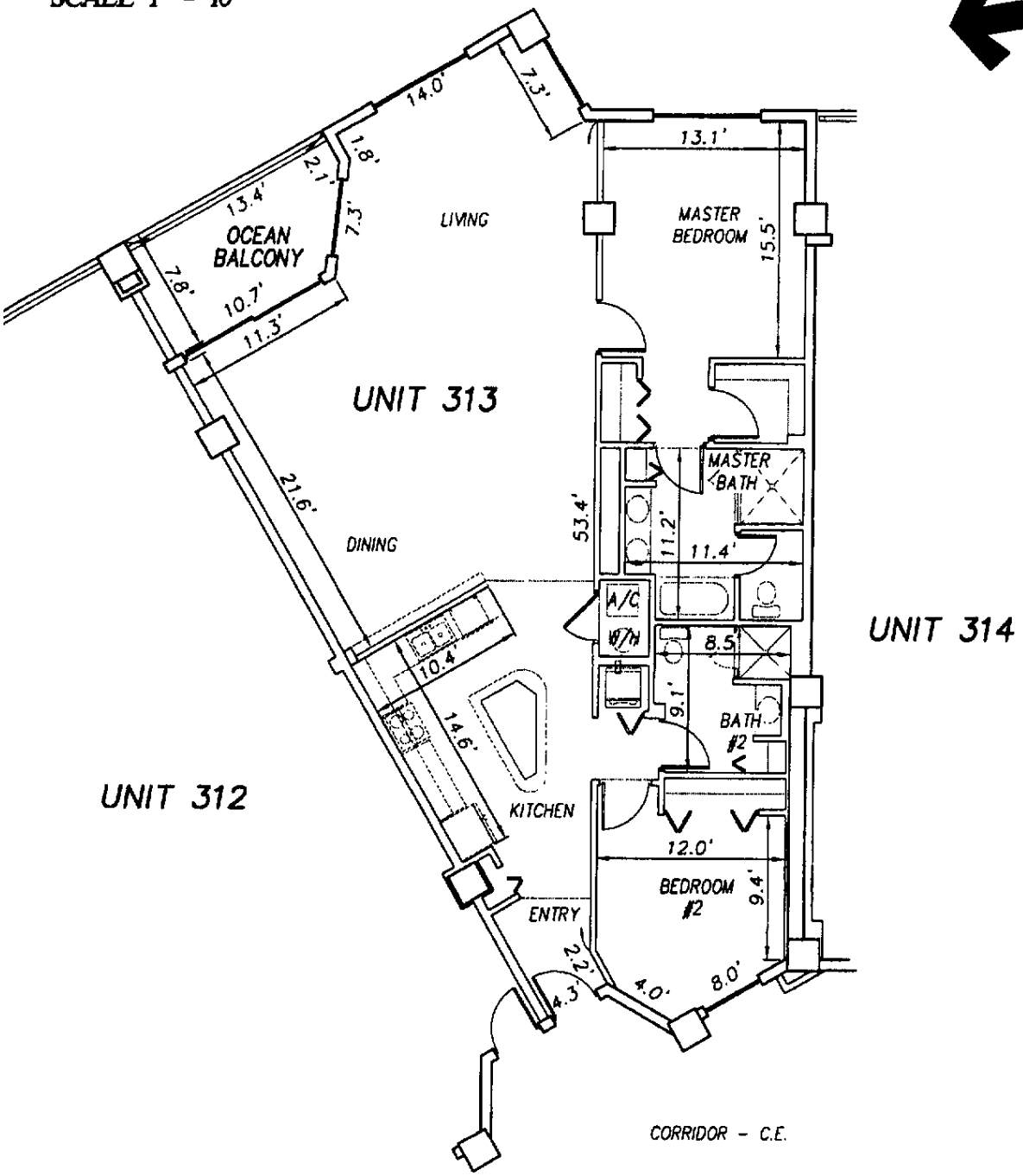
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 71 OF 213 SHEETS

P:\tond projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

EXHIBIT 'B'

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 313 (South Wing)

TOMOKA ENGINEERING
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 72 OF 213 SHEETS

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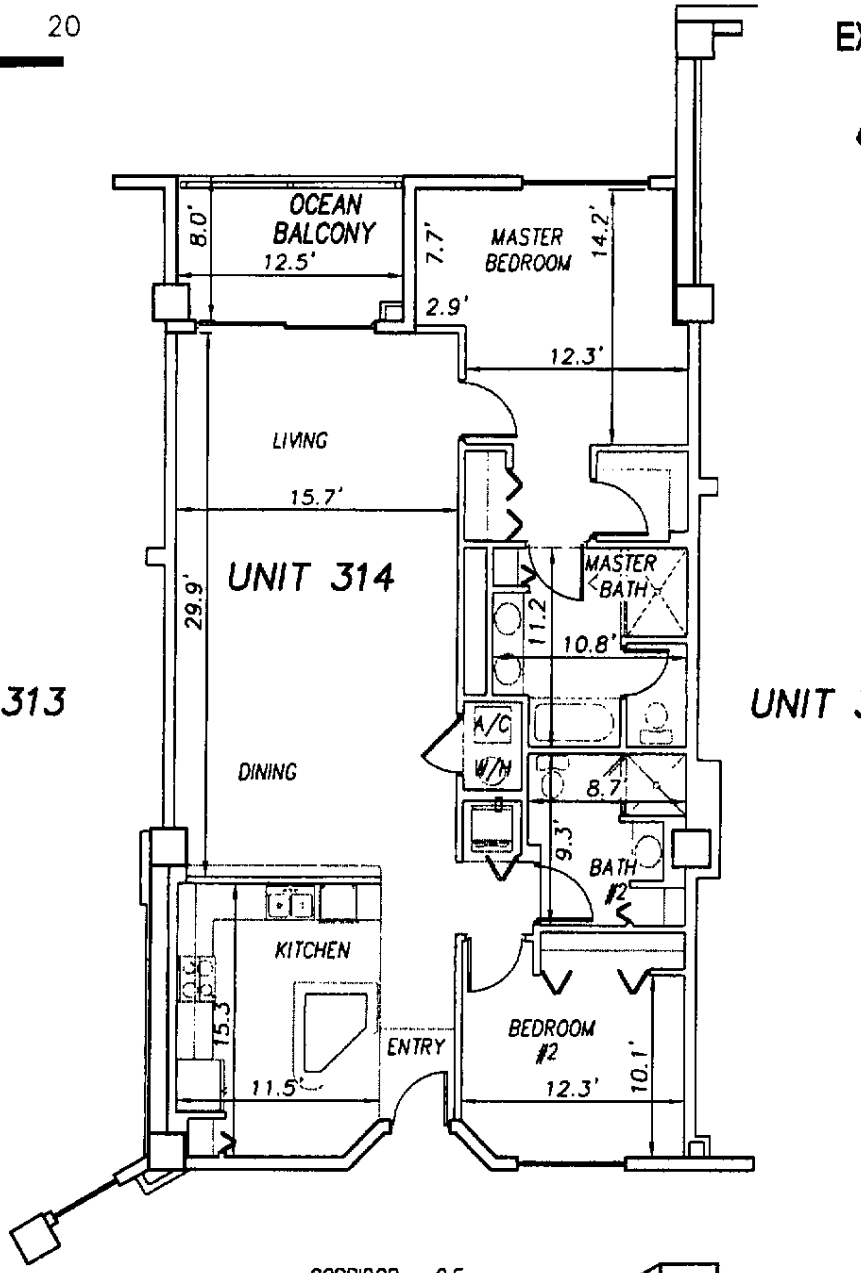
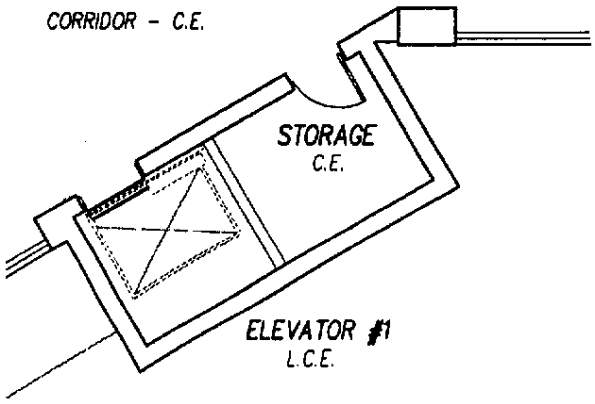
0 10 20

SCALE 1" = 10'

EXHIBIT "B"



CORRIDOR - C.E.



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 314 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2332

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 73 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl dwg 09/11/2003 09:36:31 AM EDT

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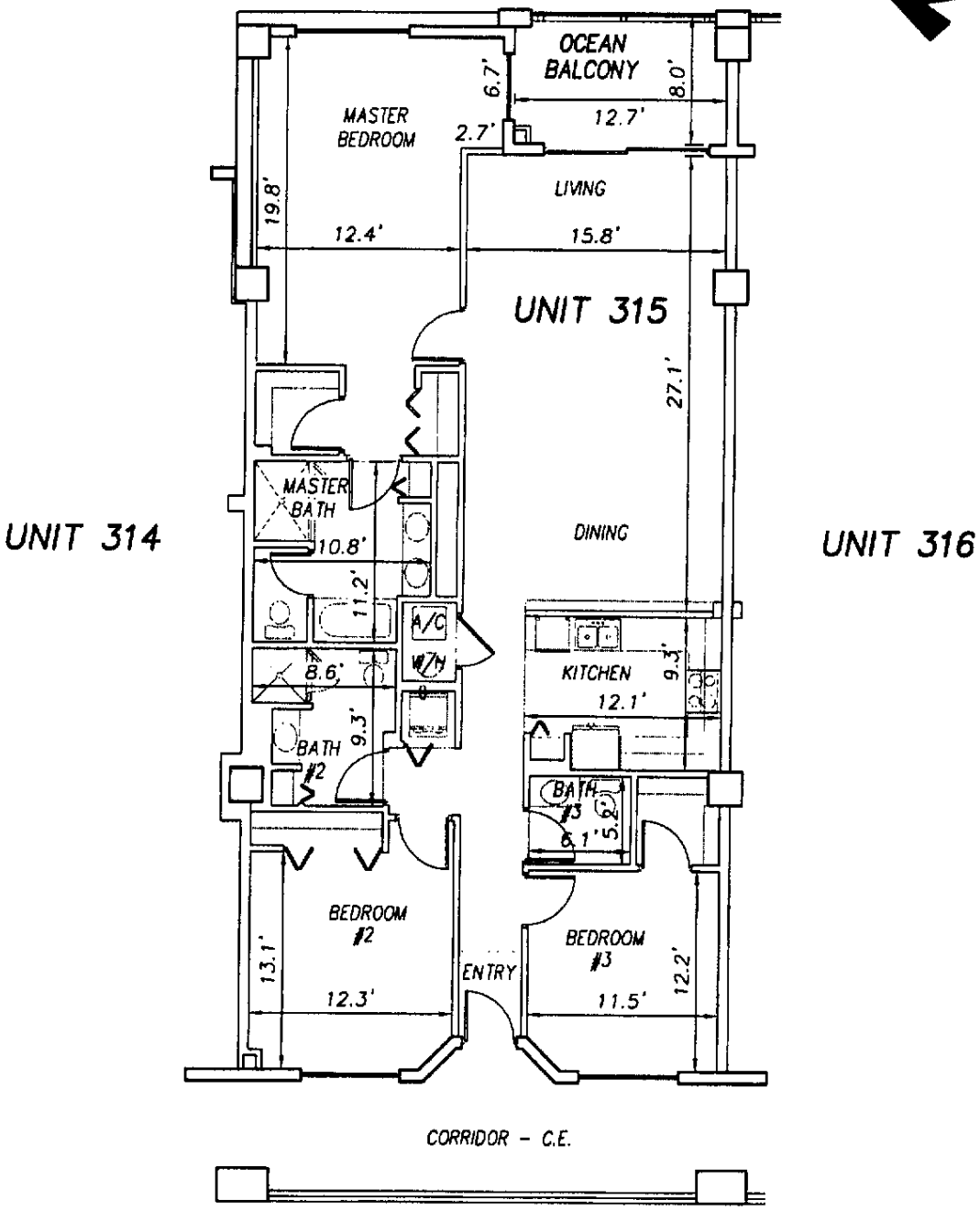
SCALE 1" = 10'

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 315 (South Wing)

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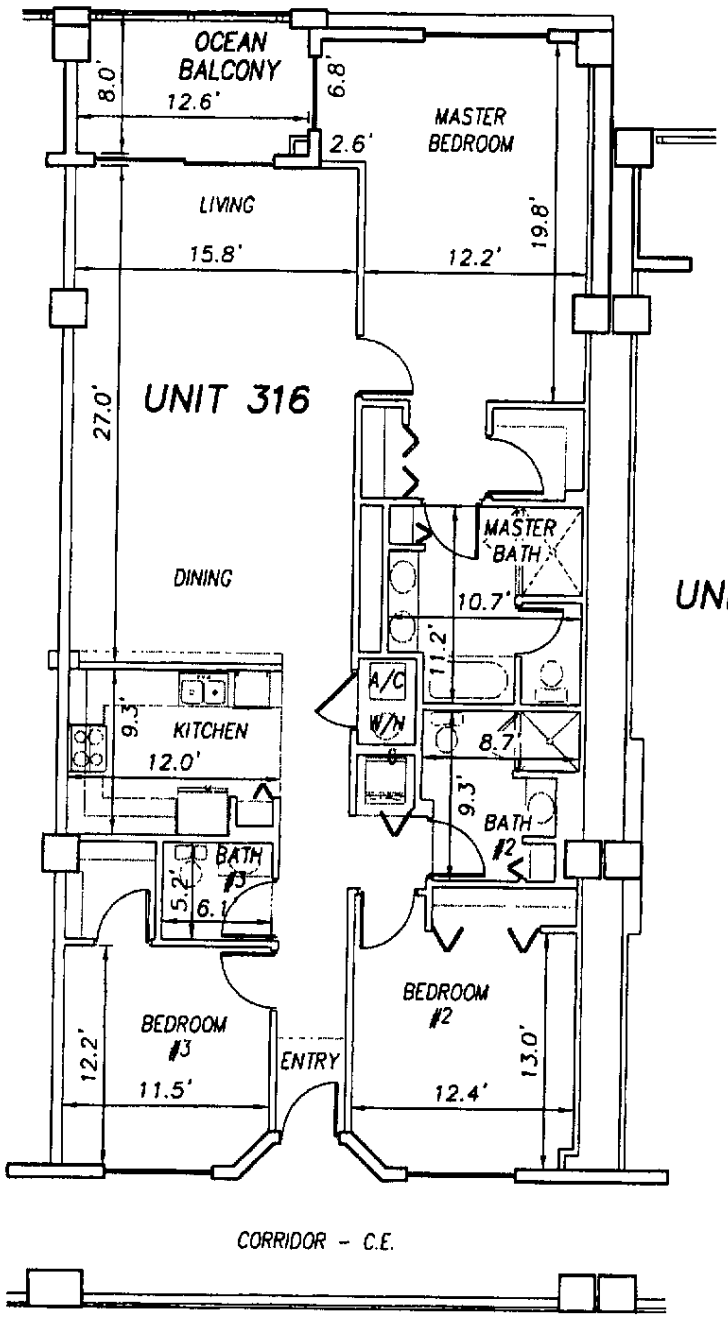

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 316 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 75 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

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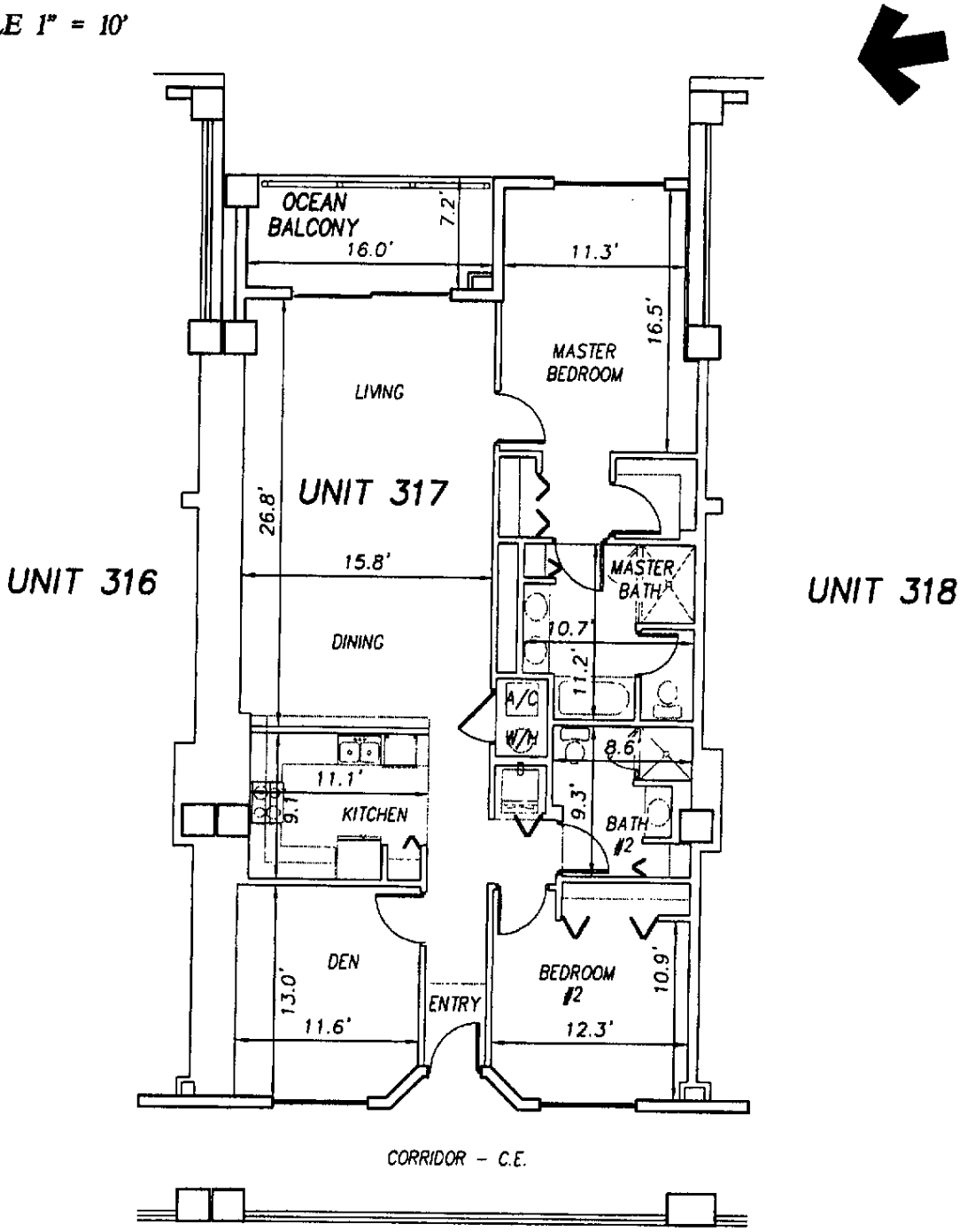

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 317 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 76 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

EXHIBIT 'B'

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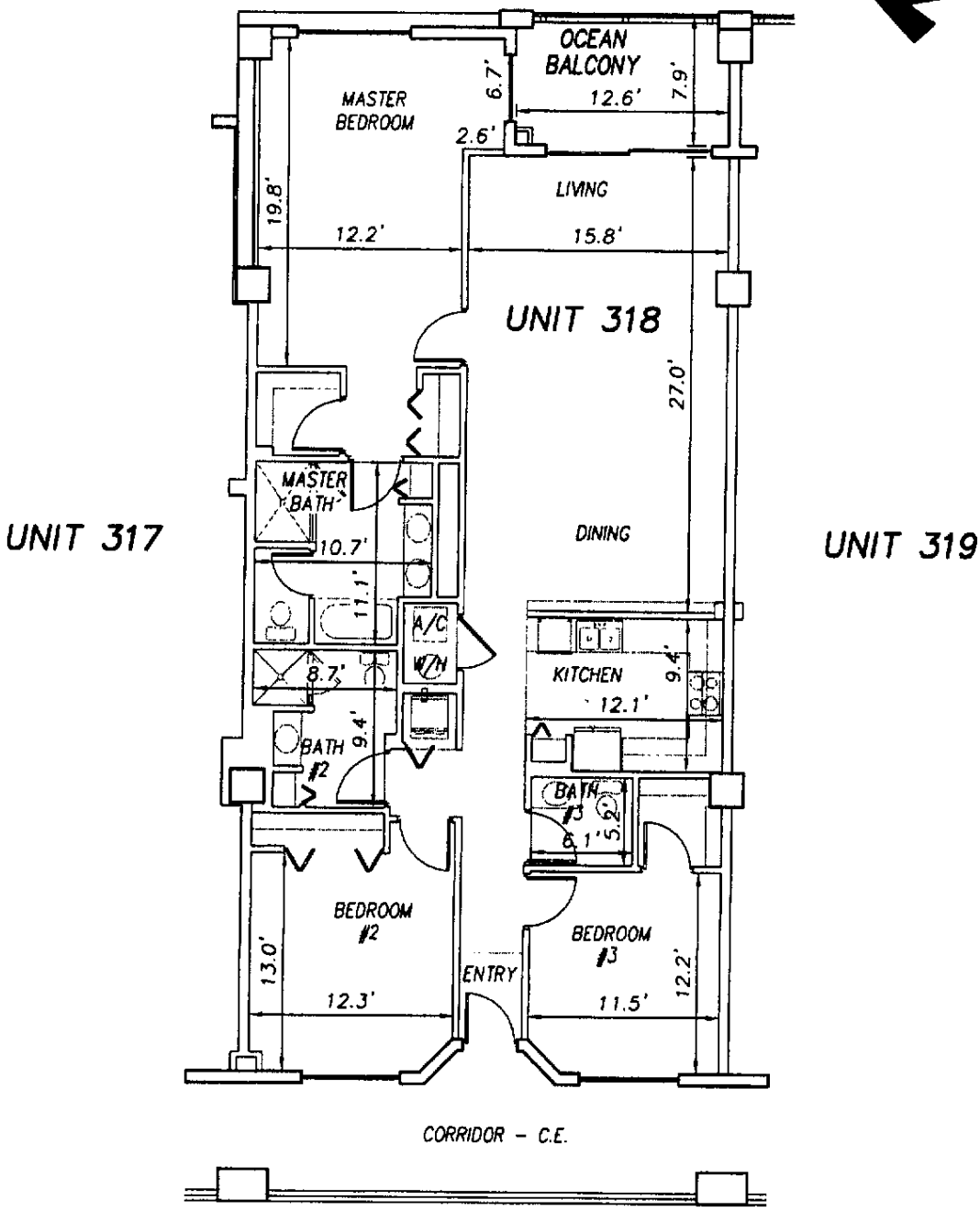

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 318 (South Wing)

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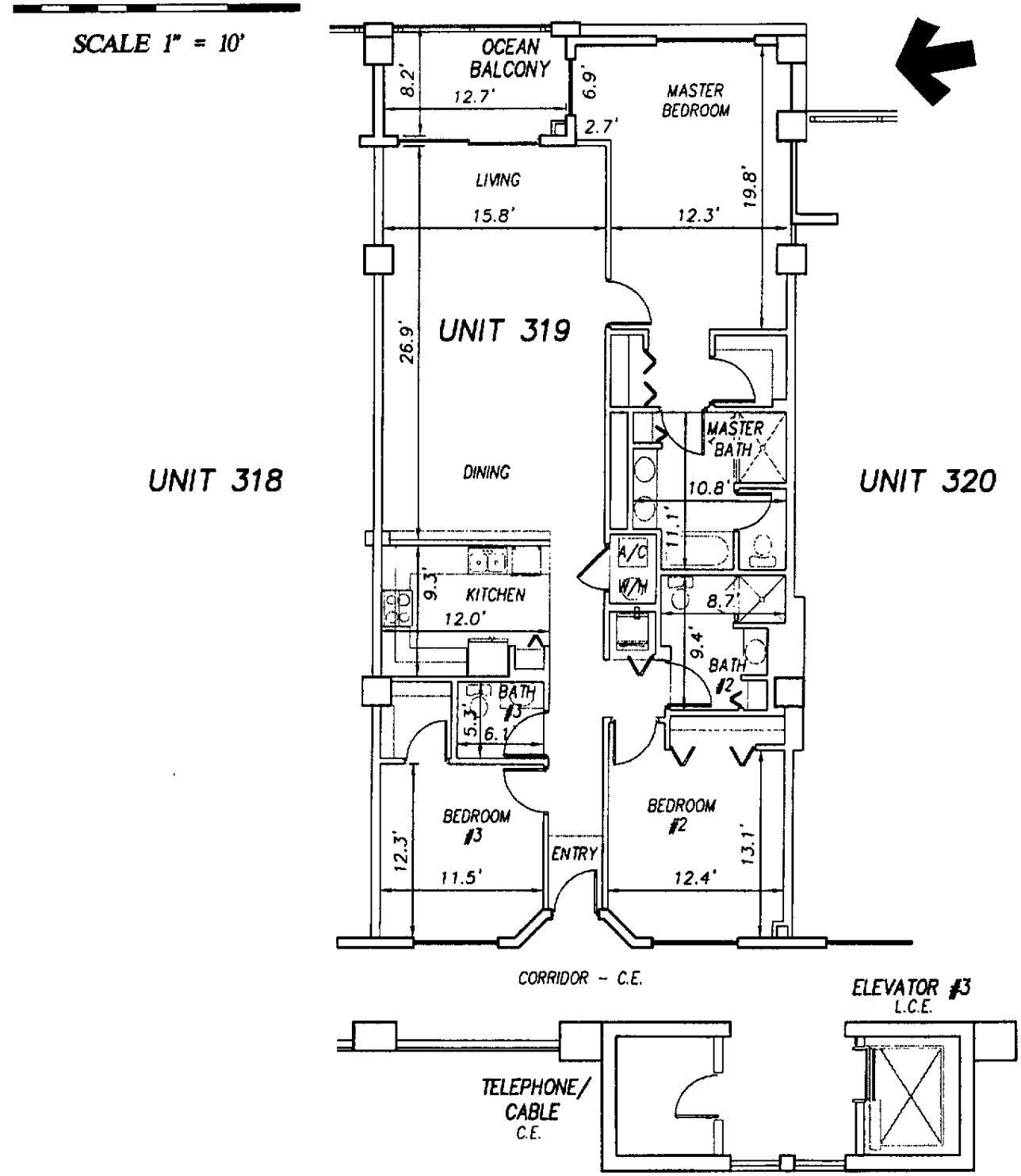

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 319 (South Wing)

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LB #2232

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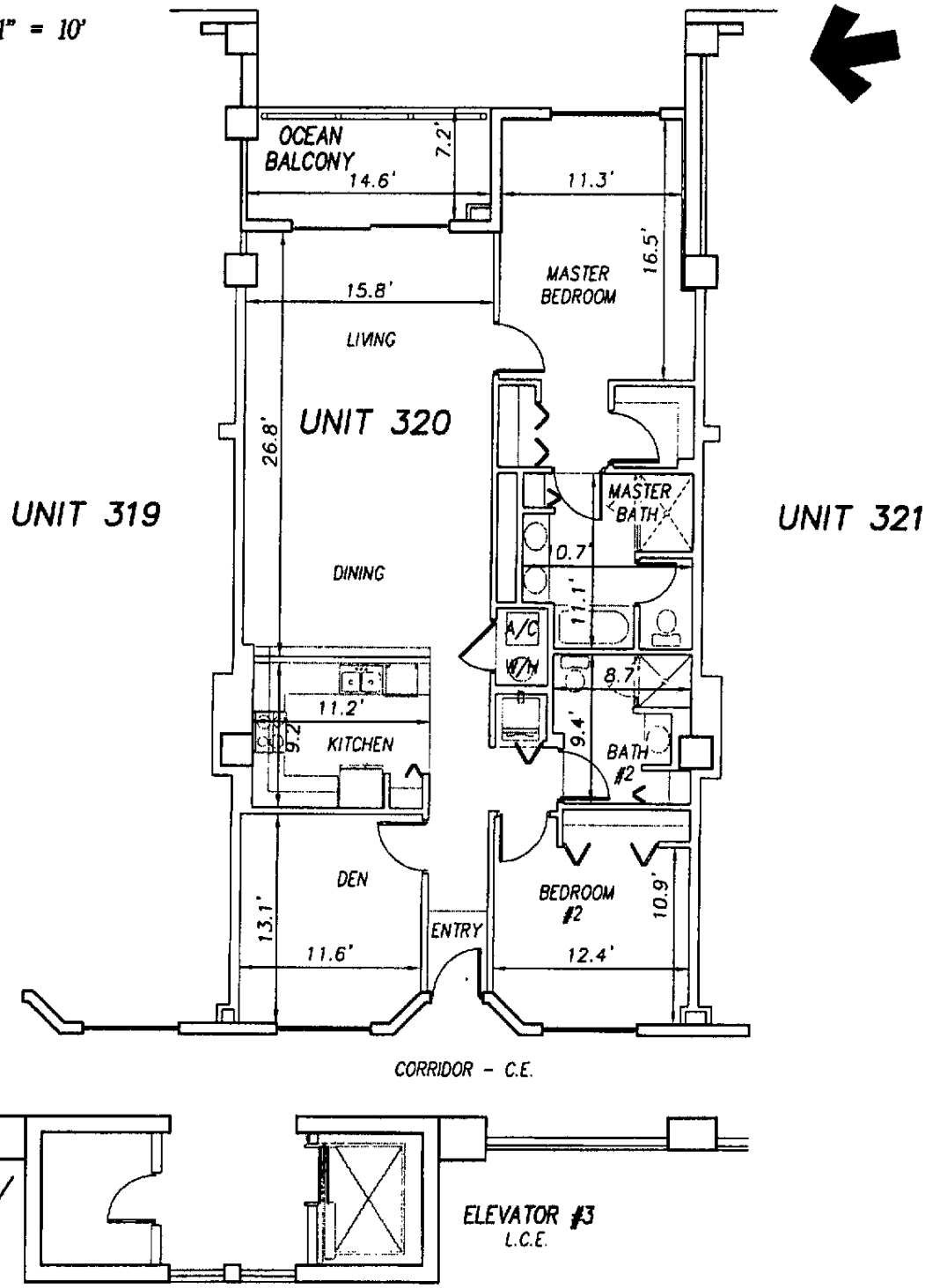

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 320 (South Wing)

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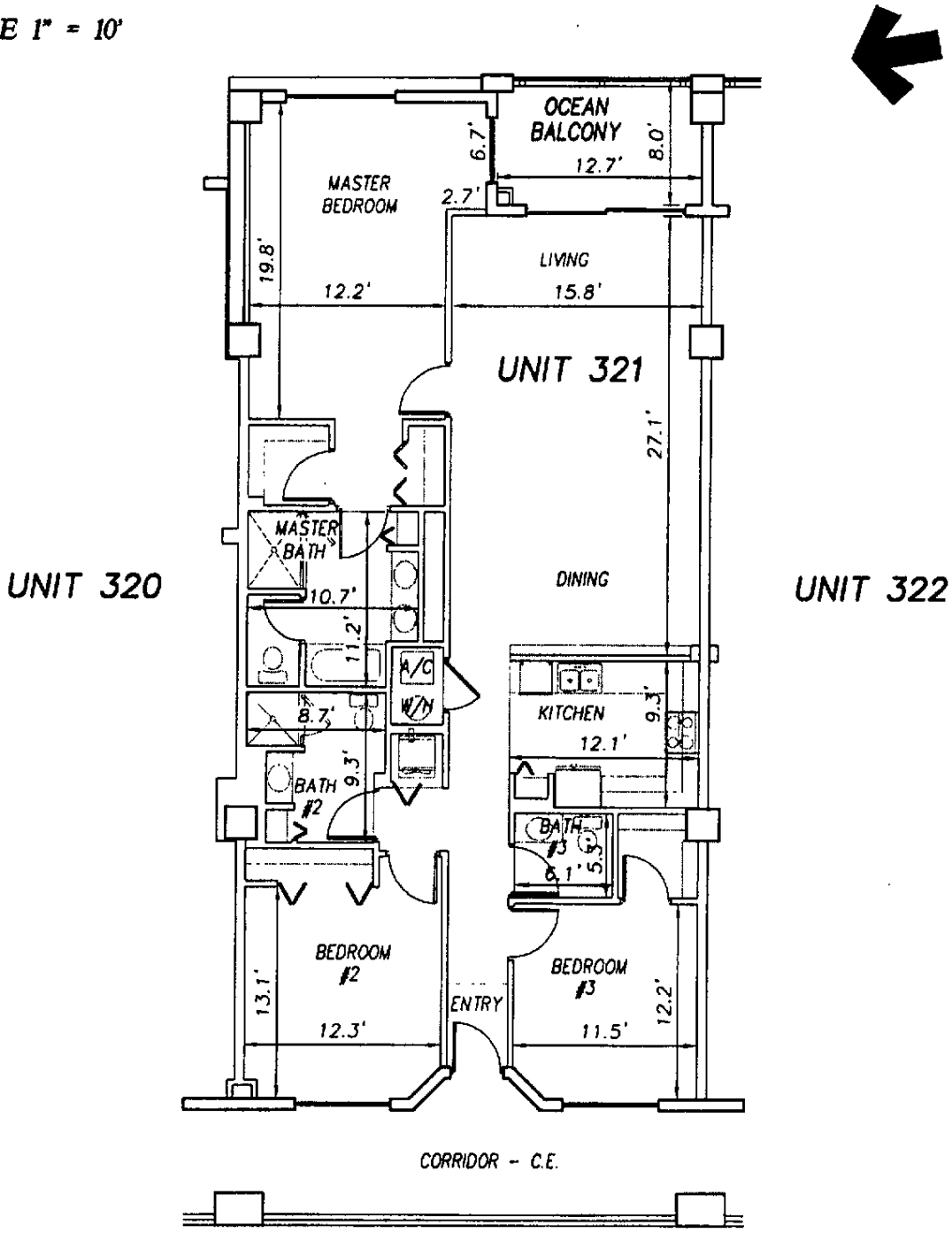

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 321 (South Wing)

TOMOKA ENGINEERING
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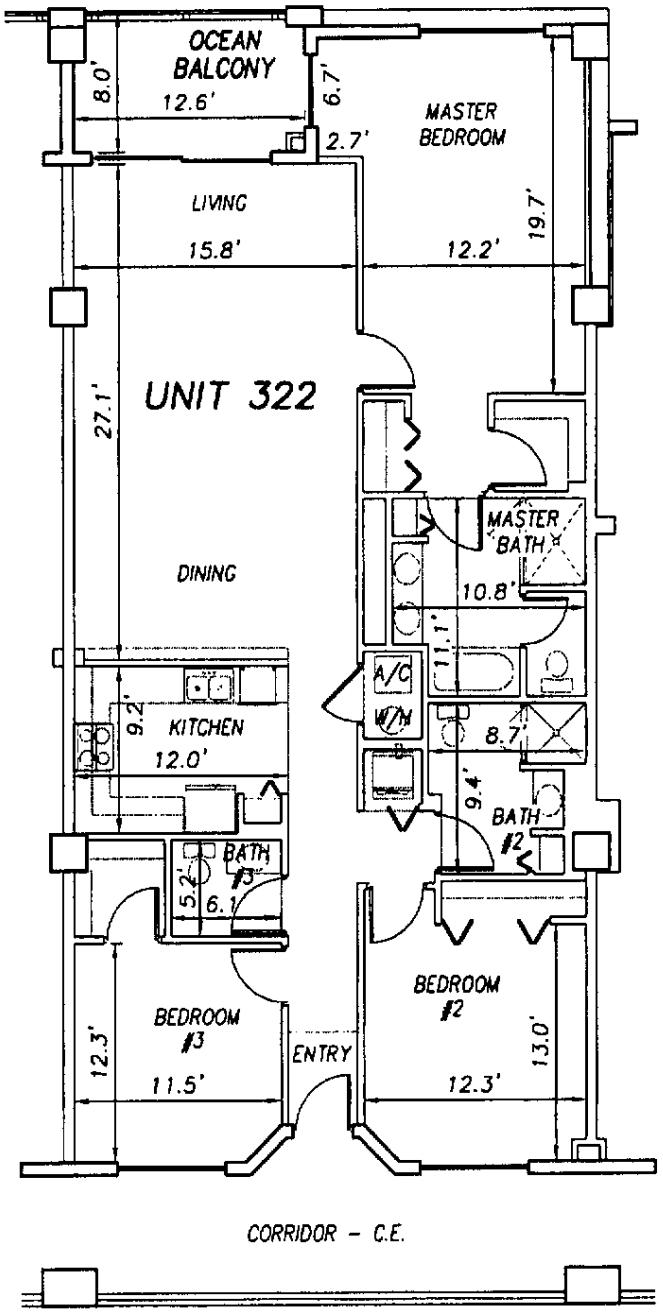

UNIT 321

UNIT 323

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 322 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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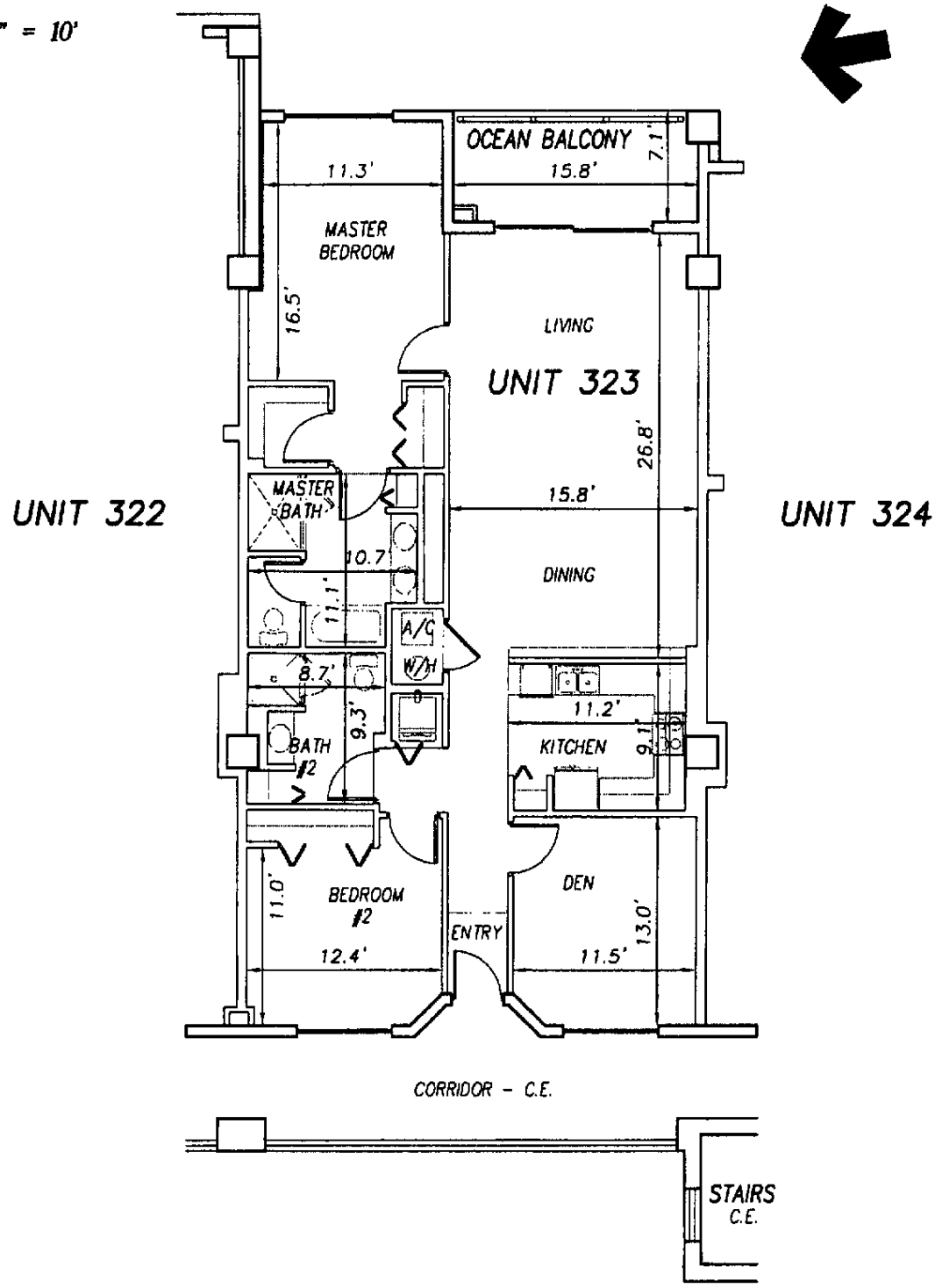

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 323 (South Wing)

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LB #2732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 82 OF 213 SHEETS

P:\land projects 12003\T3070PCBWI\dwg\CONDO-sh 58 - 83 3rd Fl.dwg 09/11/2003 09:36:31 AM EDT

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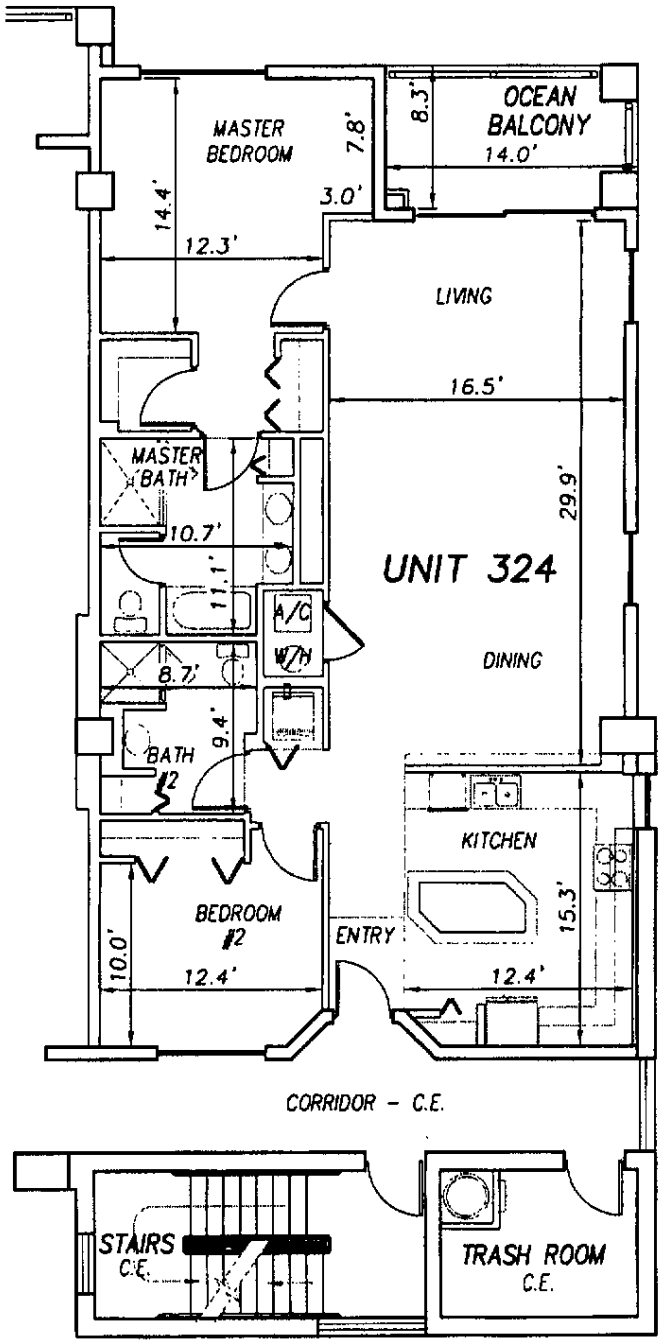

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

THIRD FLOOR - UNIT 324 (South Wing)

TOMOKA ENGINEERING
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email: tomoka@tomoka-eng.com website: www.tomokaengineering.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 83 OF 213 SHEETS

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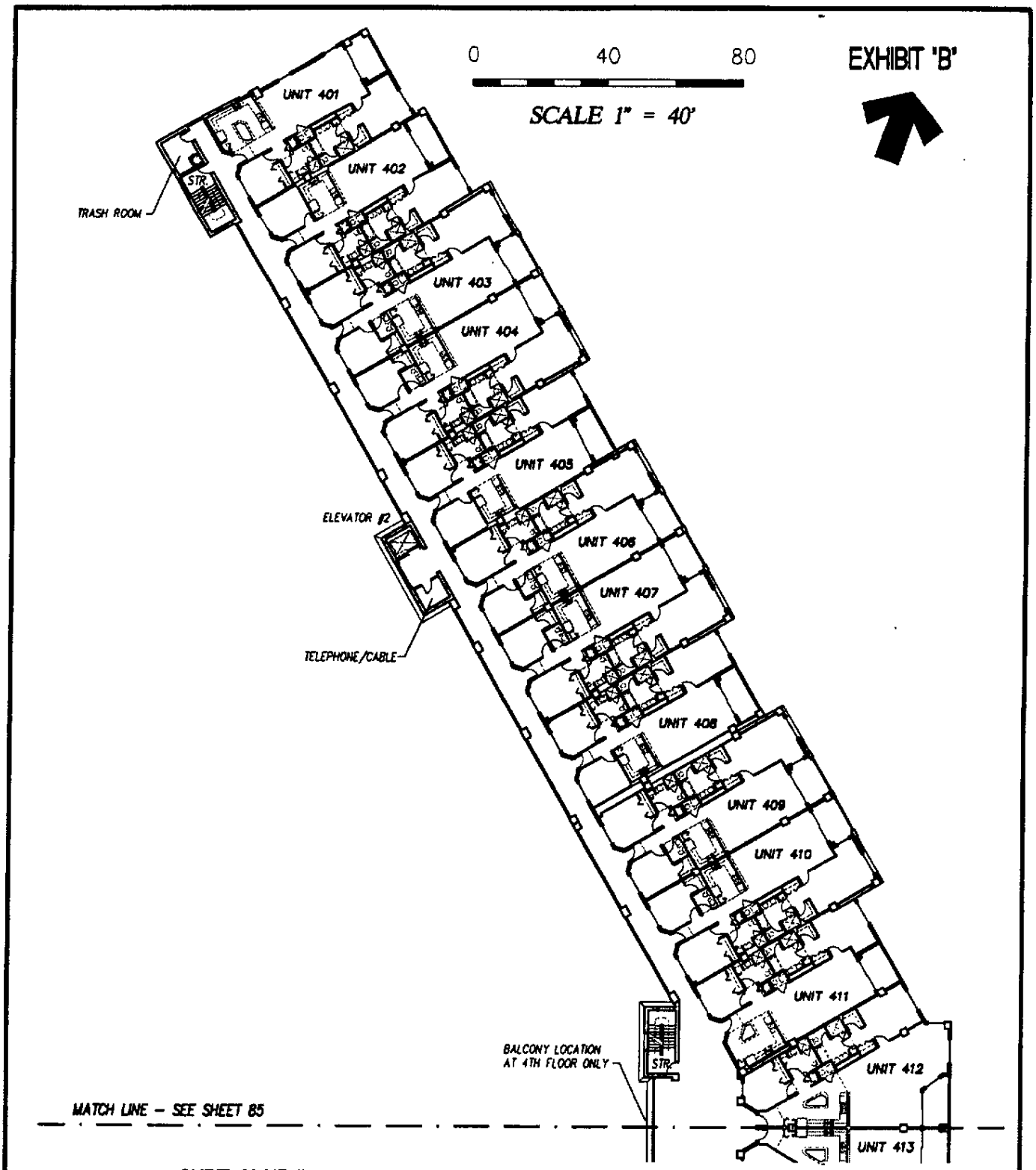

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #3332

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 84 OF 213 SHEETS

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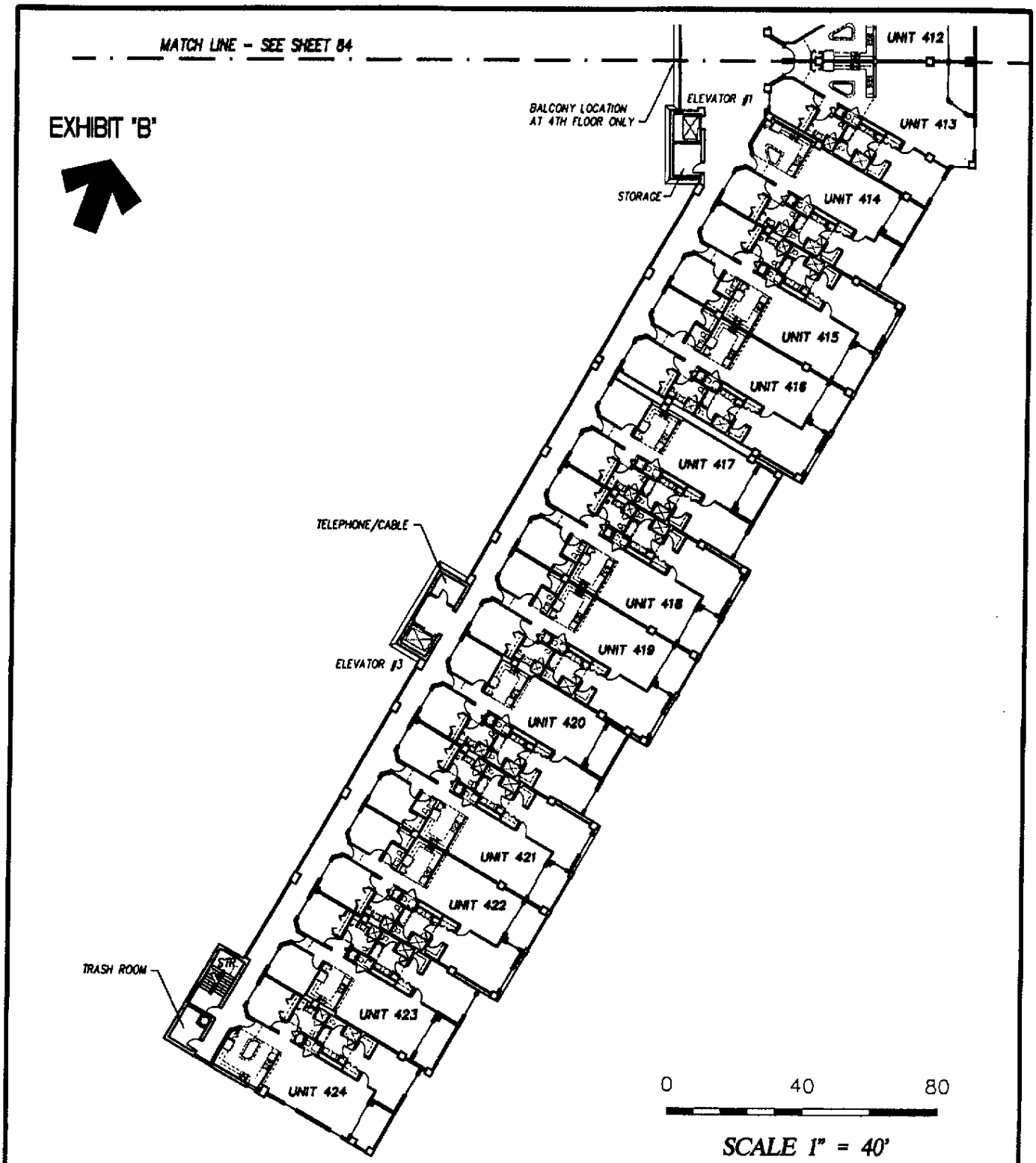

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 85 OF 213 SHEETS

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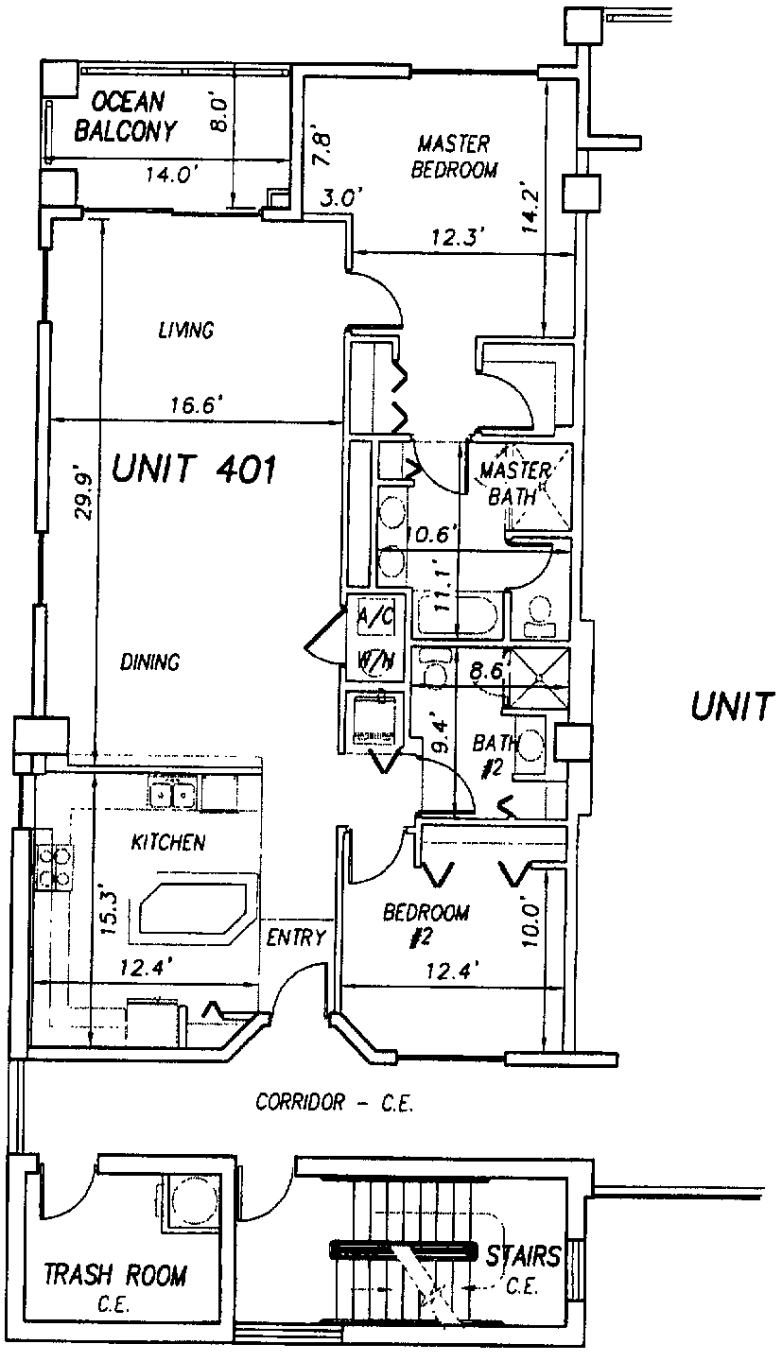

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 401 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 86 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh B4 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

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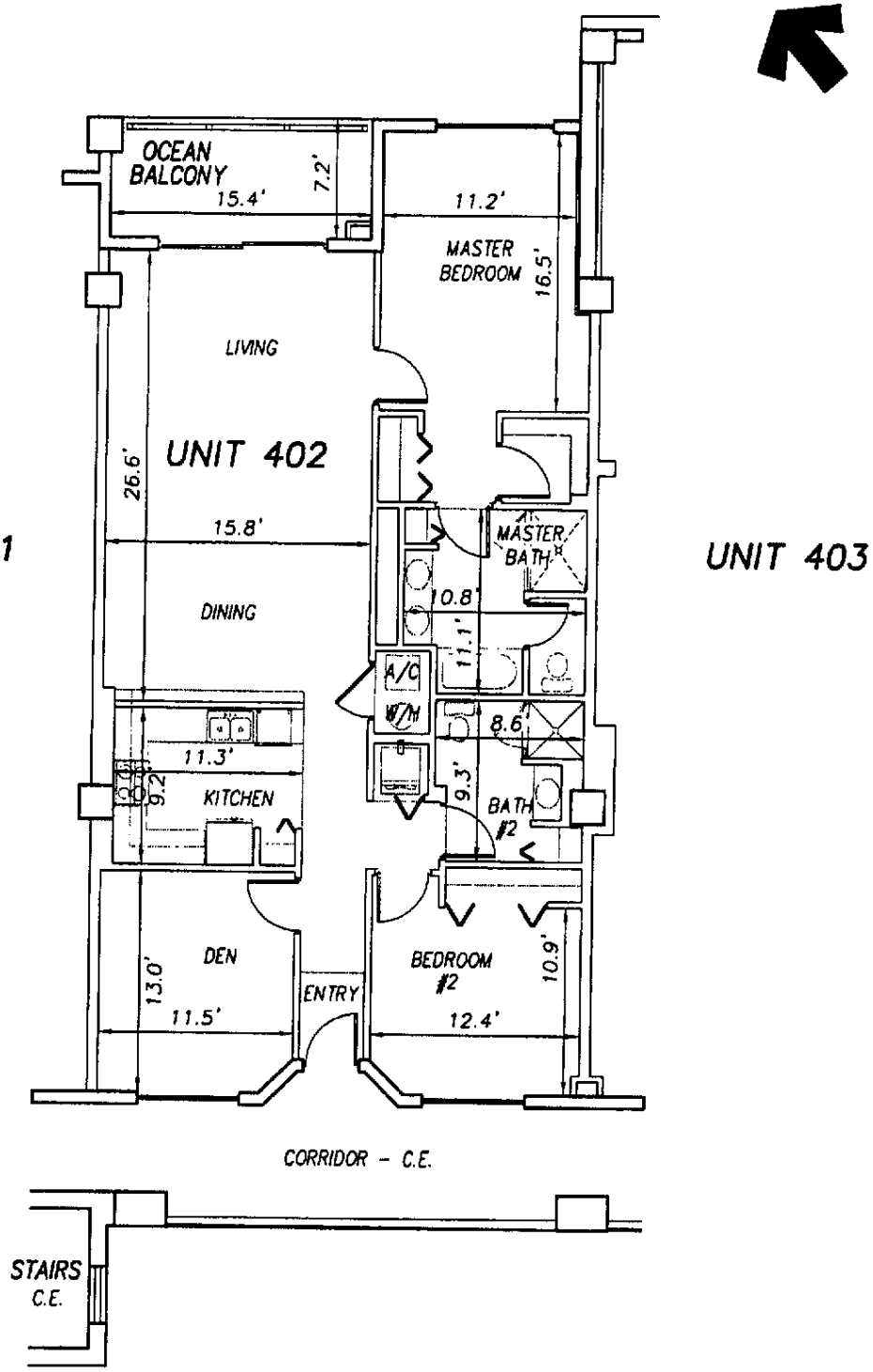

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 402 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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LB #2133

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EXHIBIT "B"

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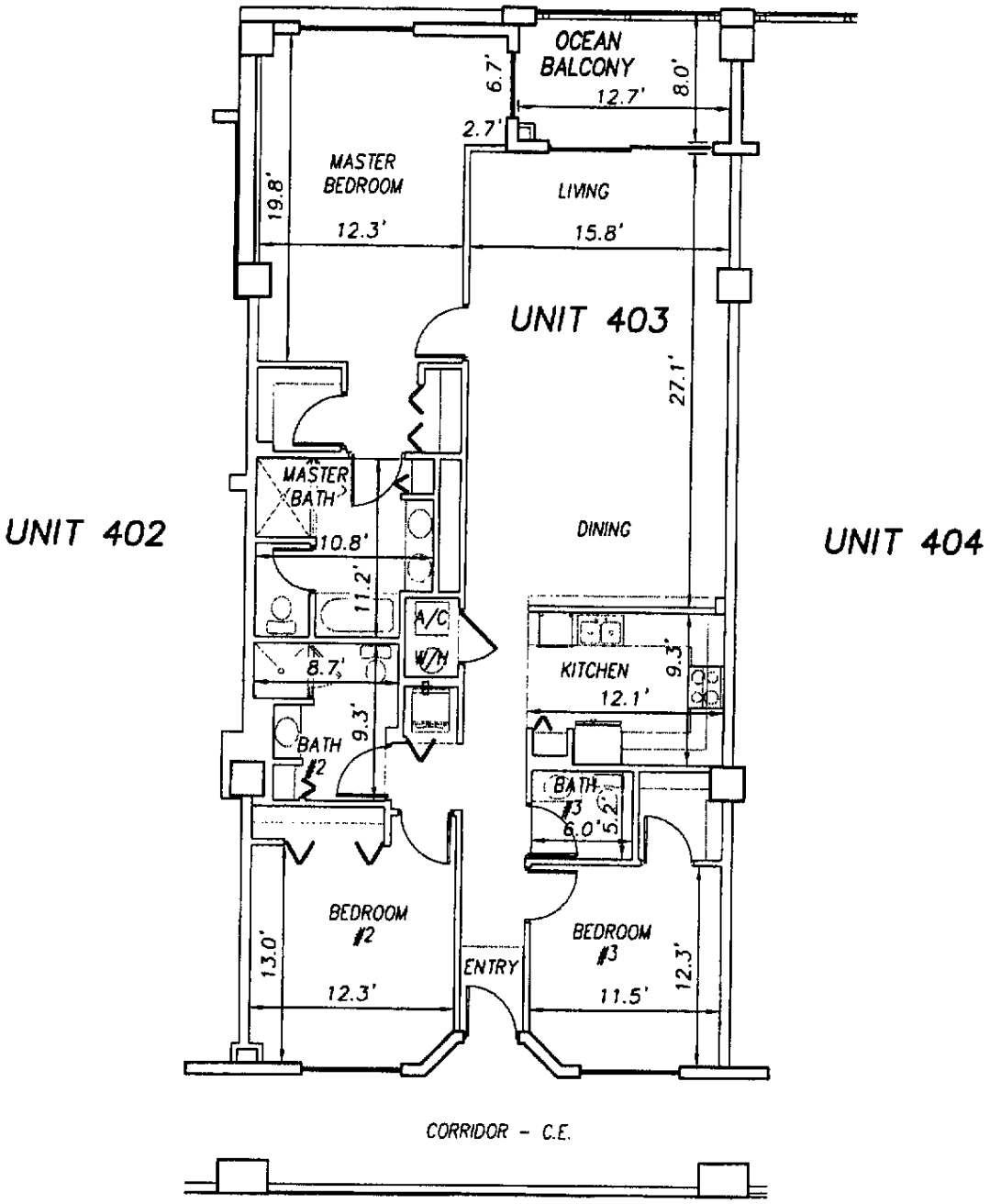
SCALE 1" = 10'



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 403 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 88 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

EXHIBIT 'B'

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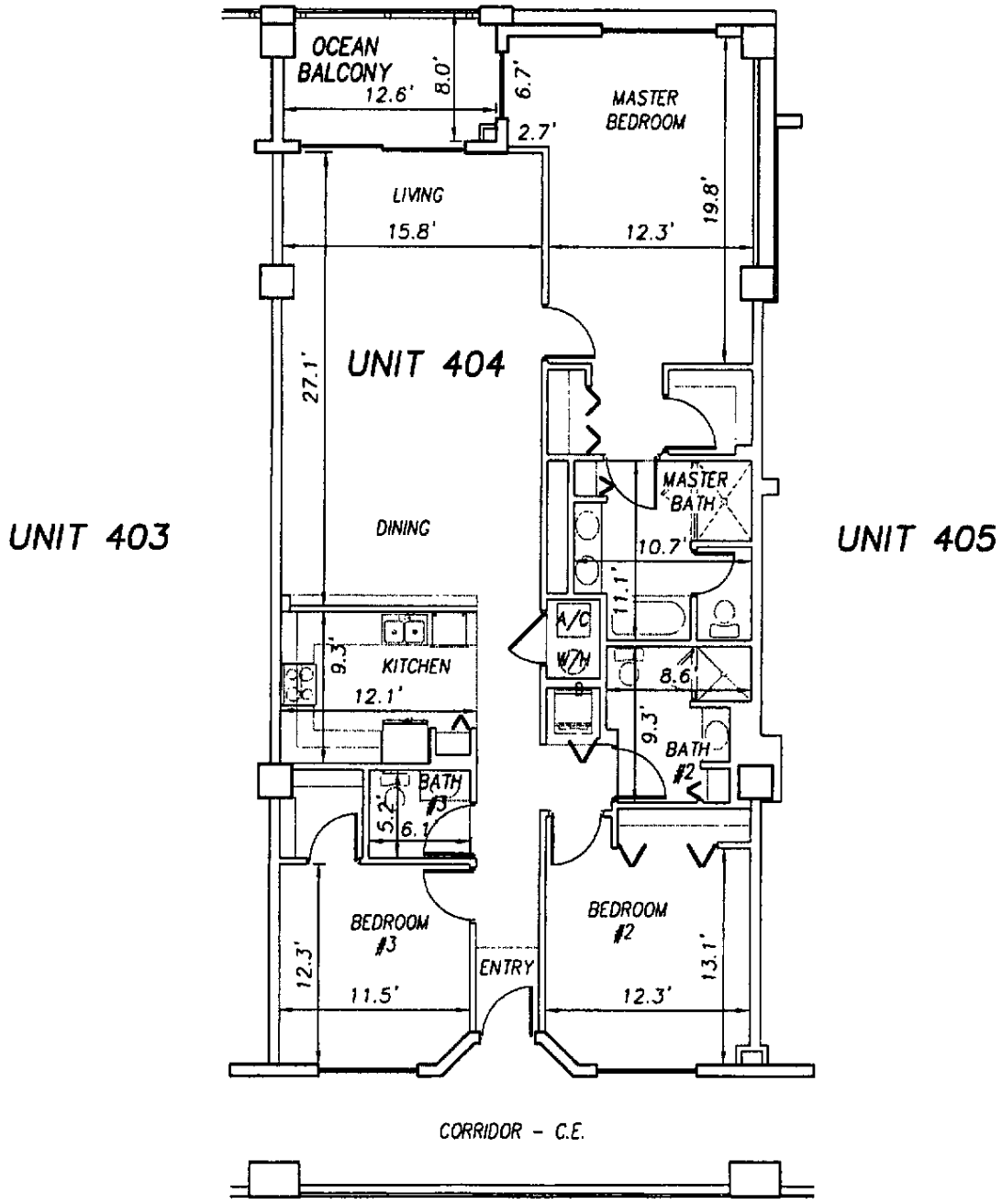

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 404 (North Wing)

TOMOKA ENGINEERING
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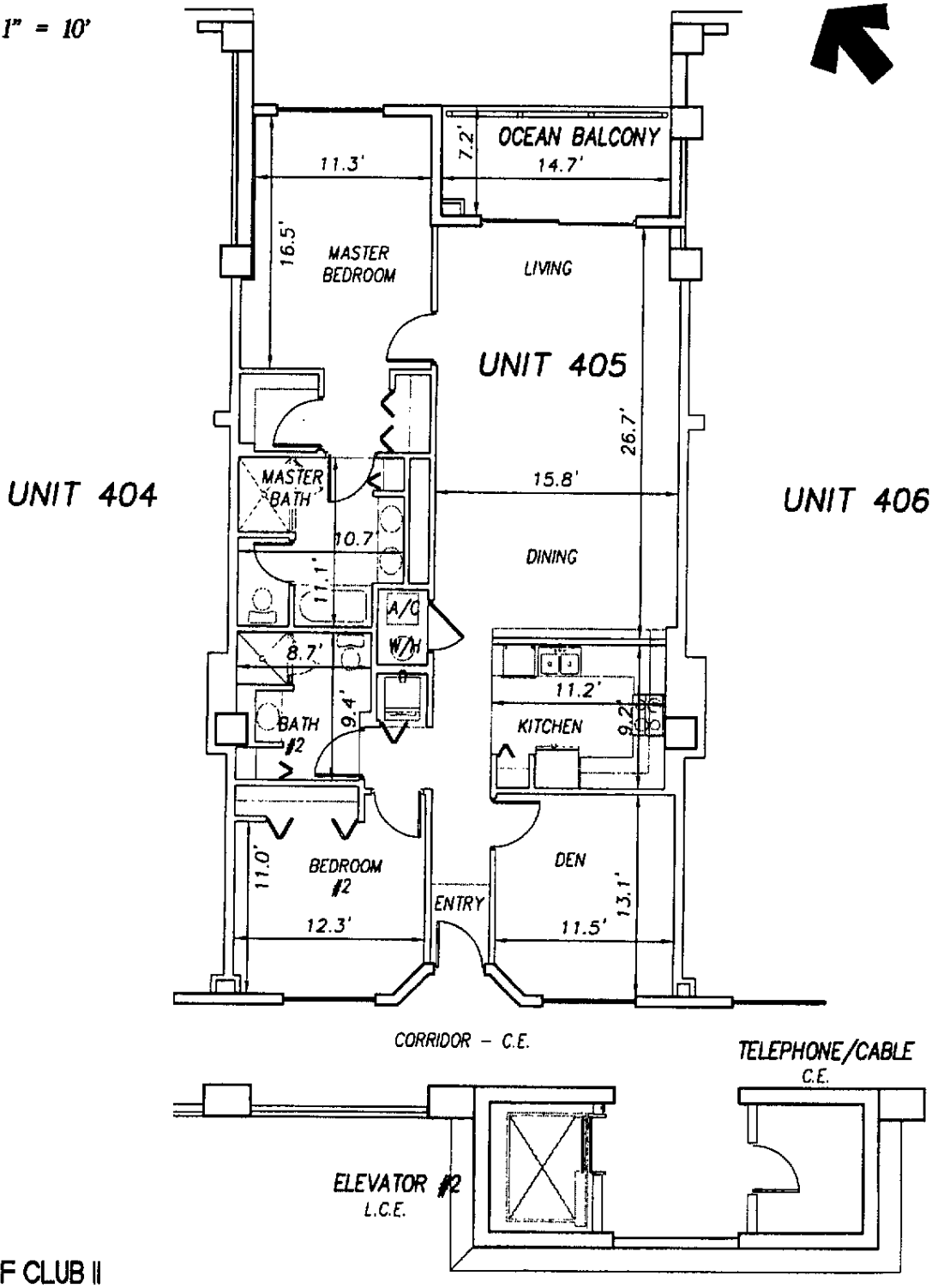
EXHIBIT "B"

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 405 (North Wing)

TOMOKA ENGINEERING
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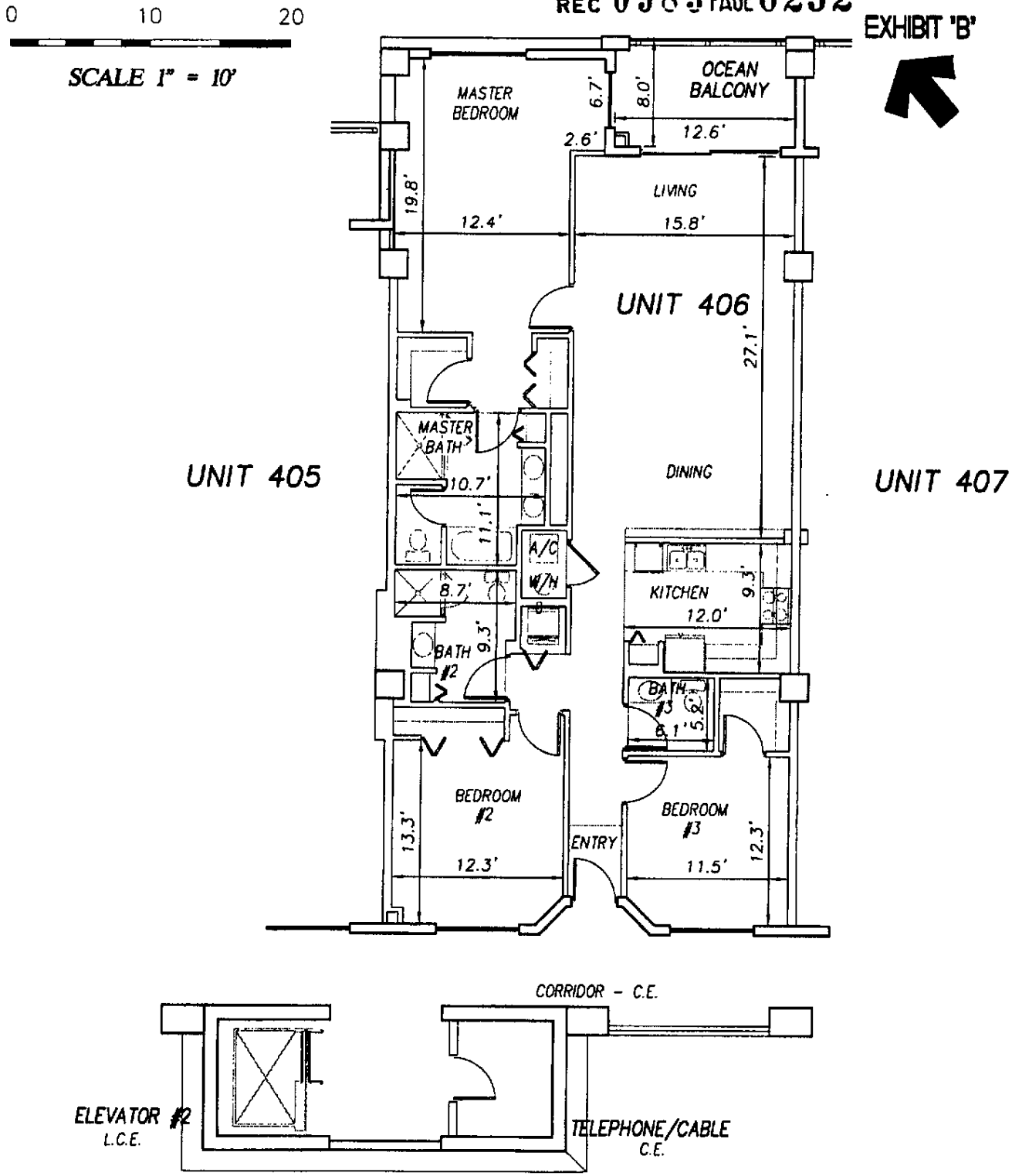
EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 406 (North Wing)

TOMOKA ENGINEERING
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LB #2339

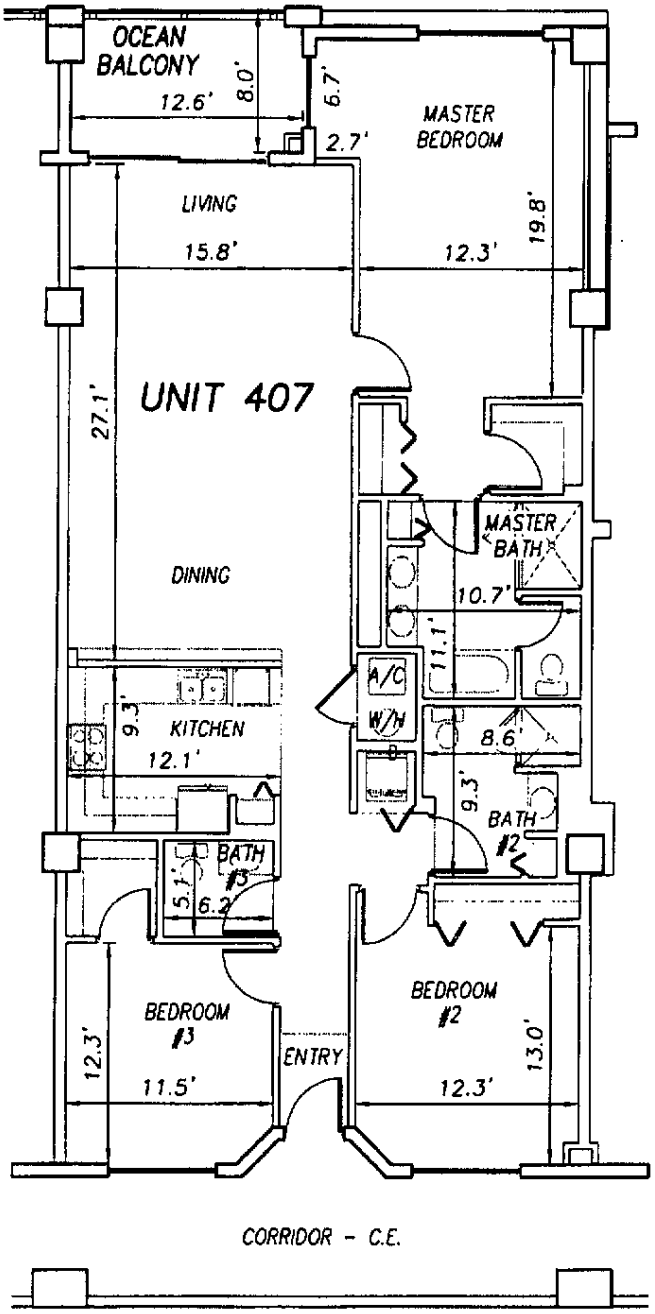
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 91 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

EXHIBIT 'B'

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 407 (North Wing)

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LB #2132

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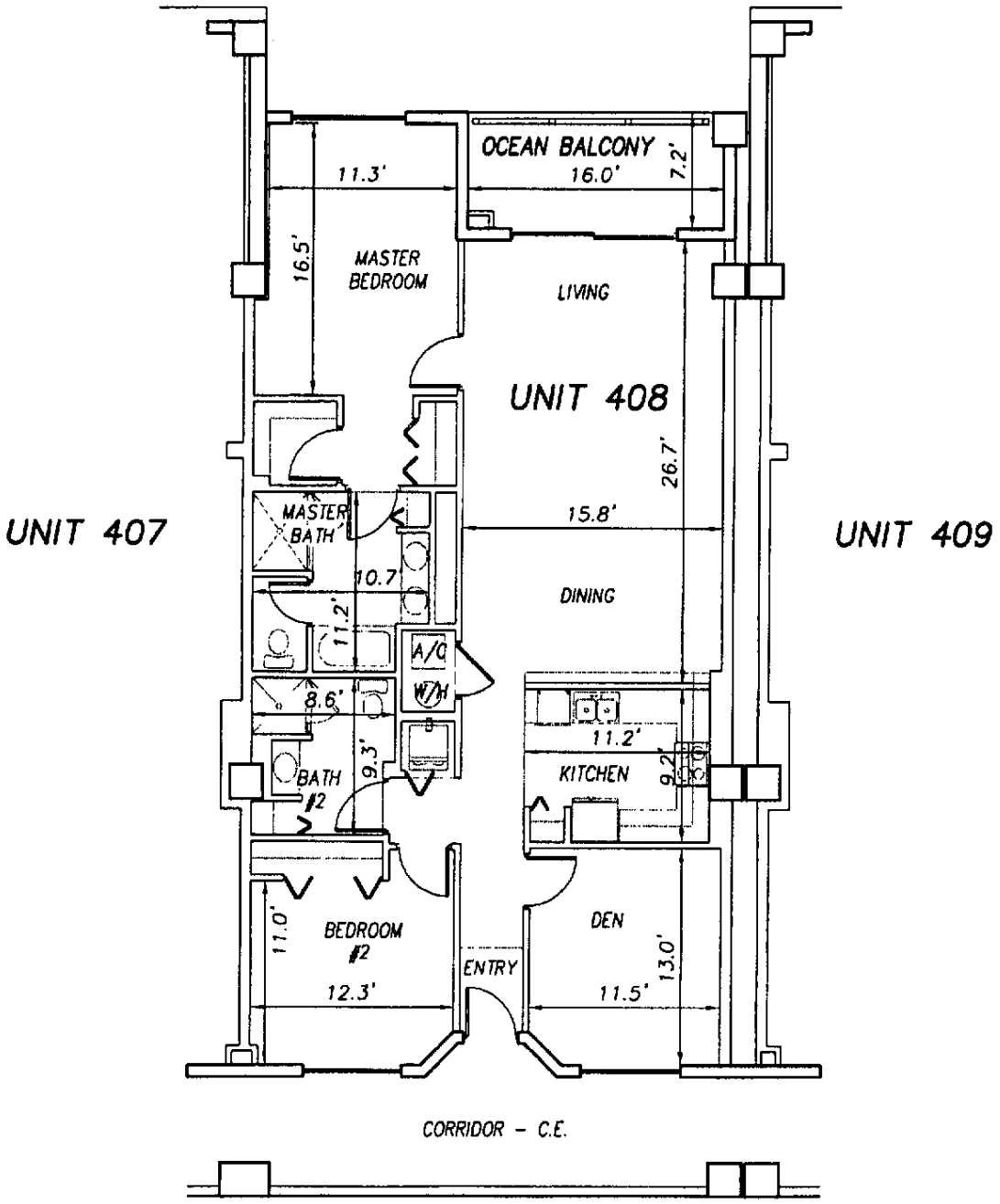

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 408 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-8000 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 93 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

EXHIBIT 'B'

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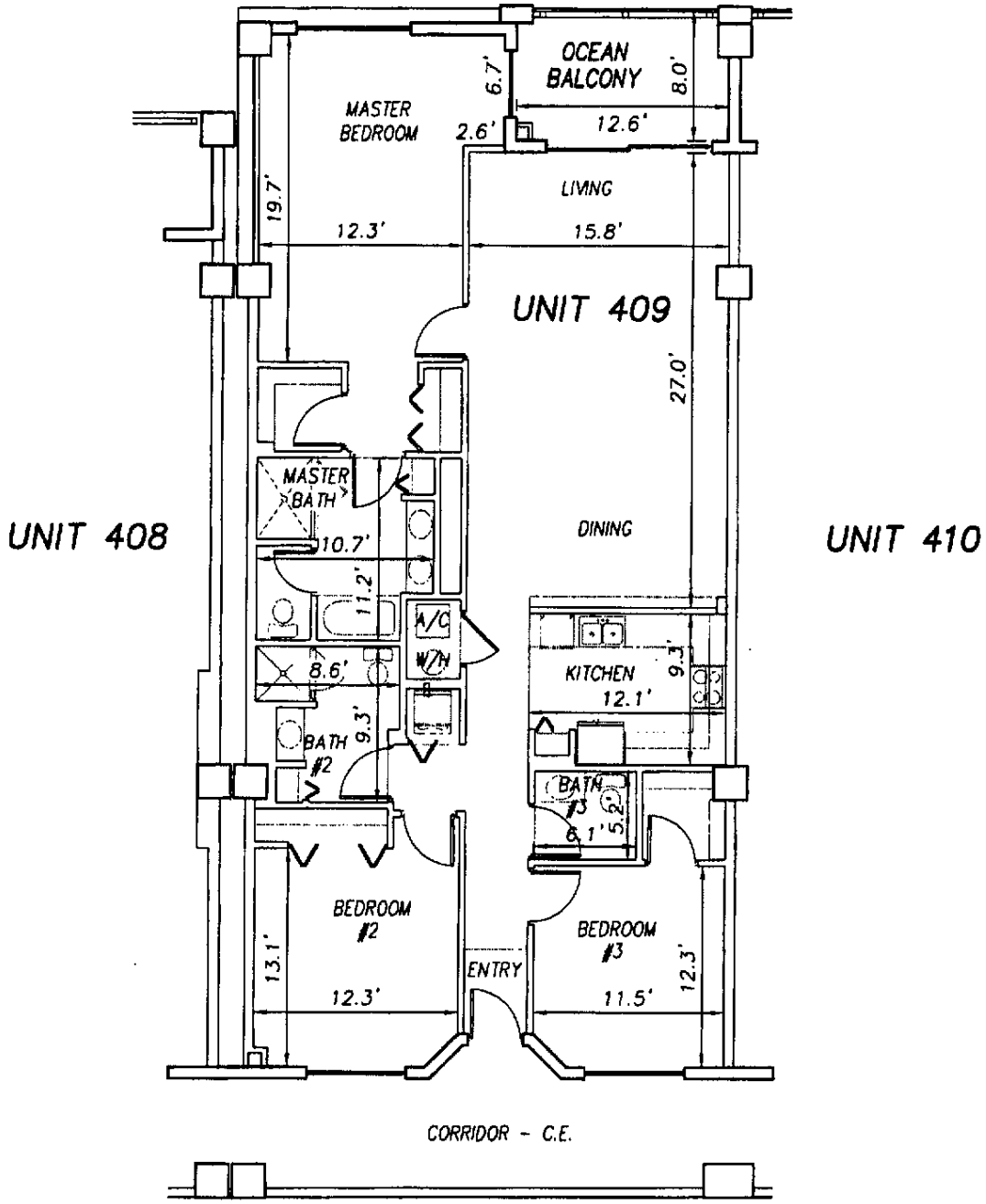
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 409 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 94 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

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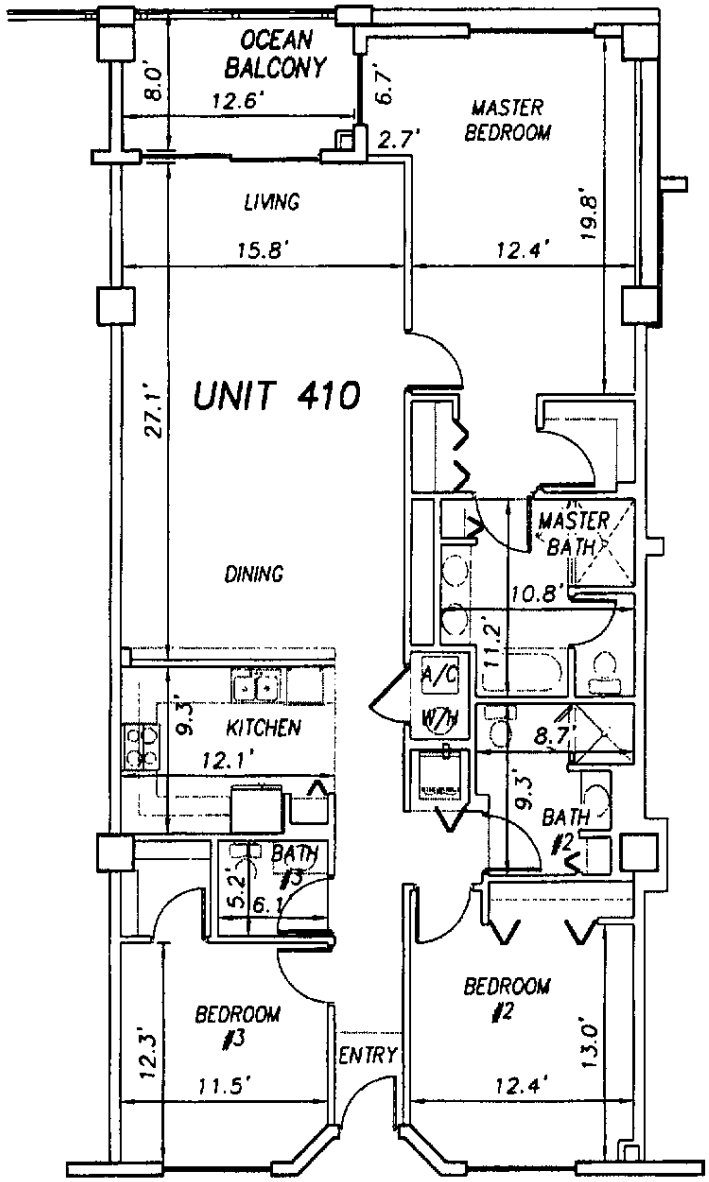

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 410 (North Wing)

TOMOKA ENGINEERING
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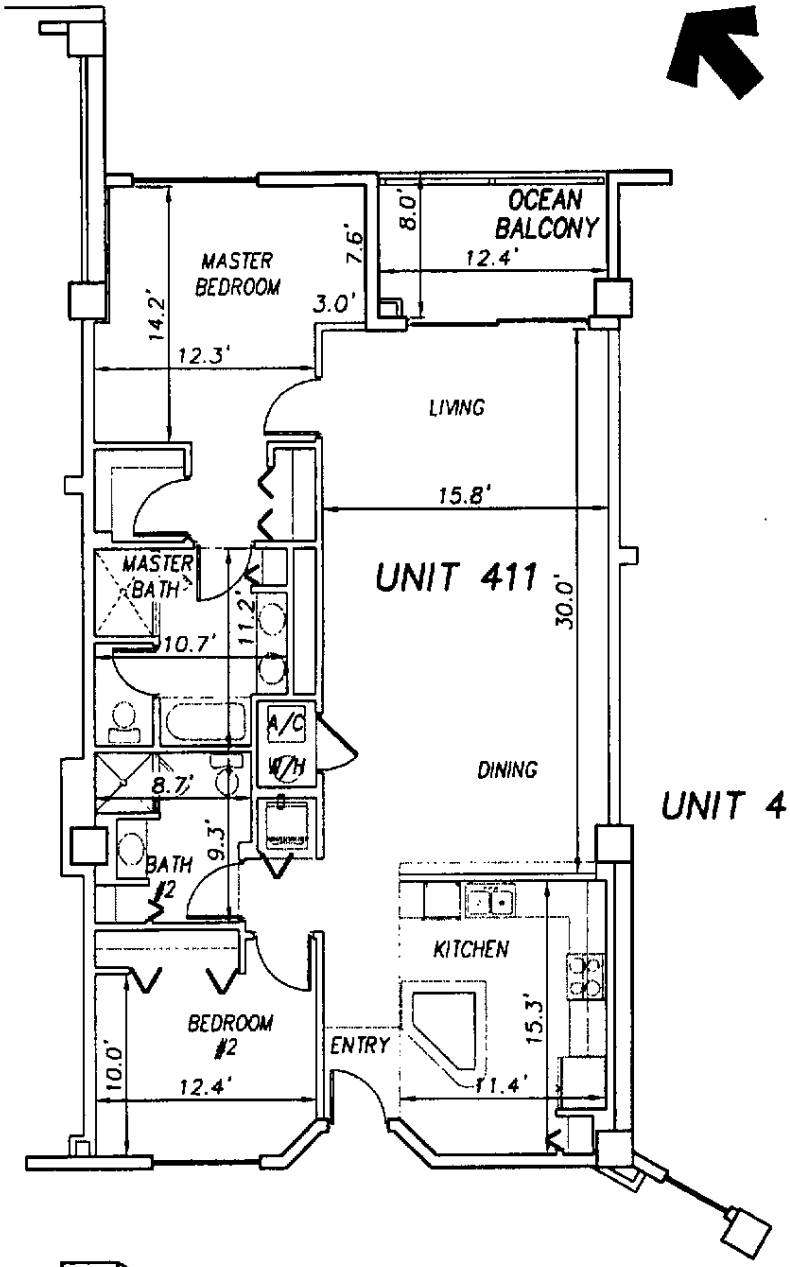

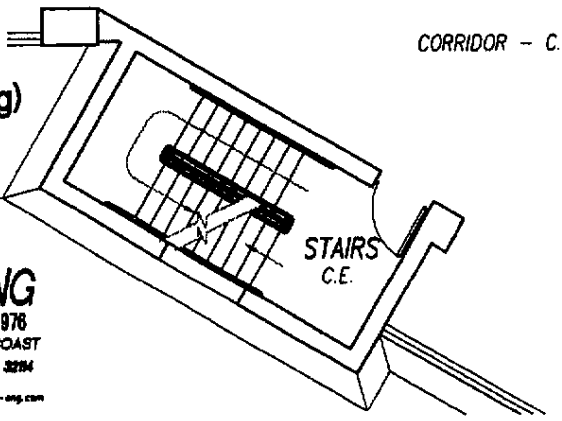

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 411 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone: 386-257-3800 Fax: 386-257-3801
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 96 OF 213 SHEETS

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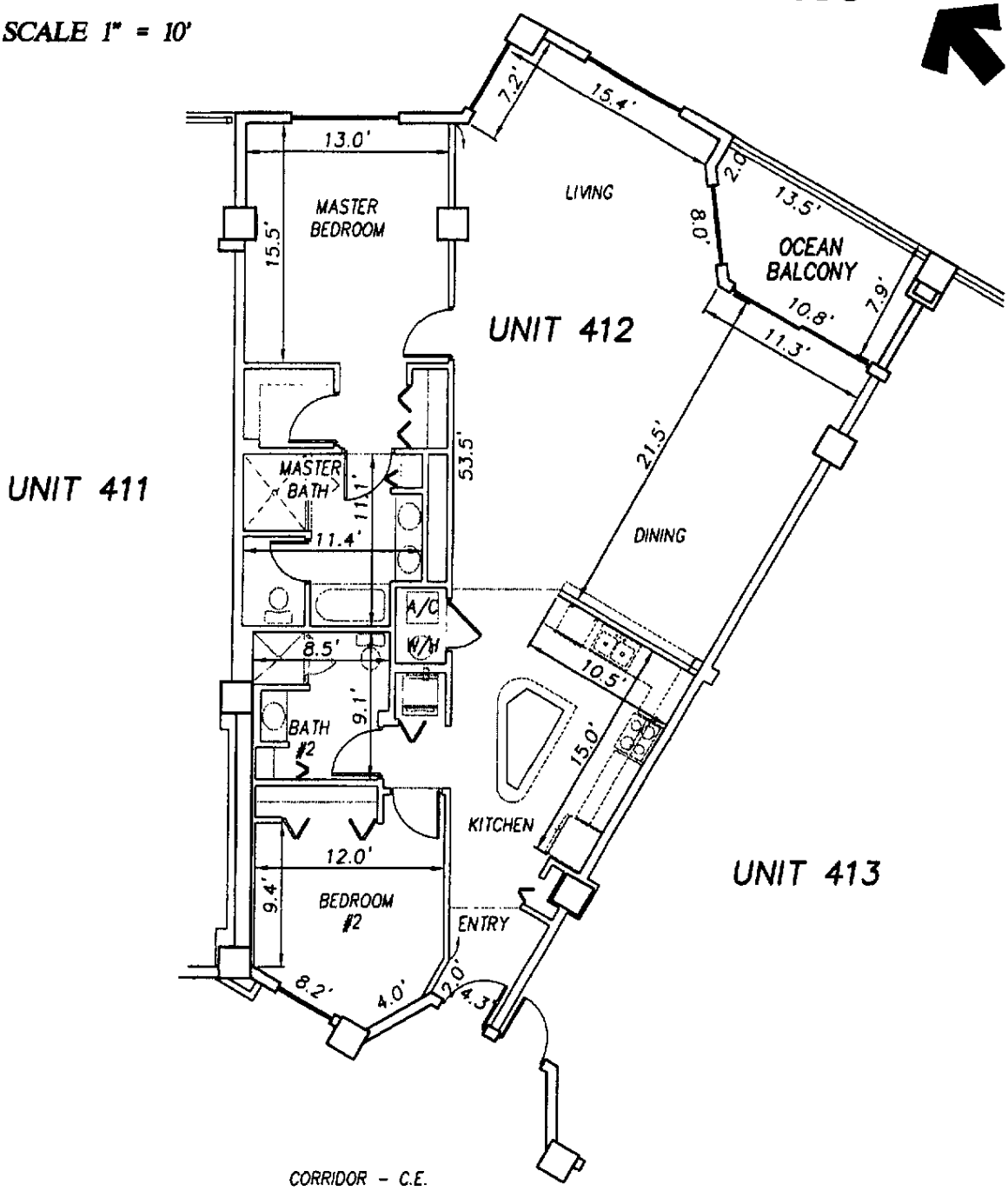

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 412 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 97 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

EXHIBIT "B"

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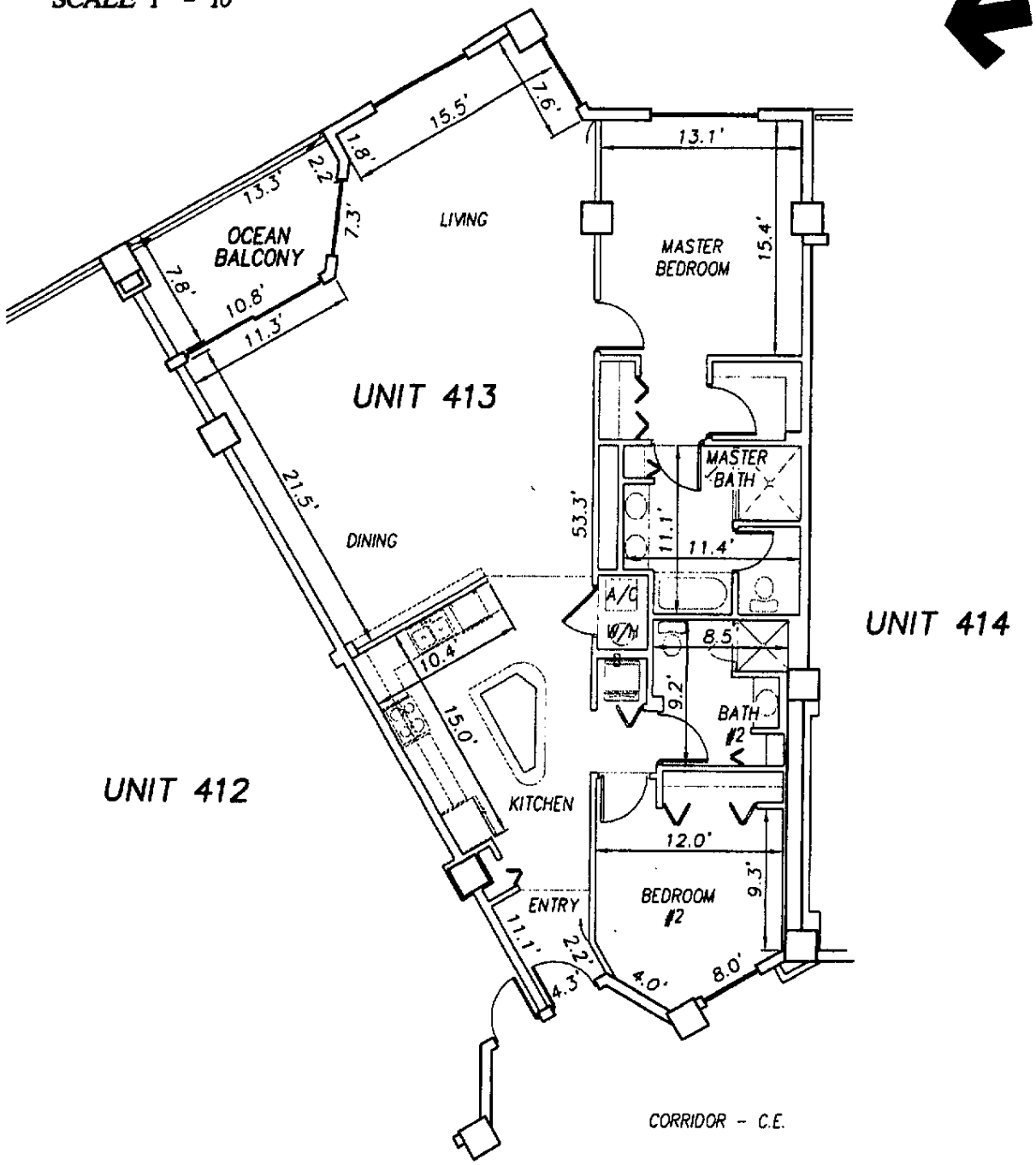

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 413 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 98 OF 213 SHEETS

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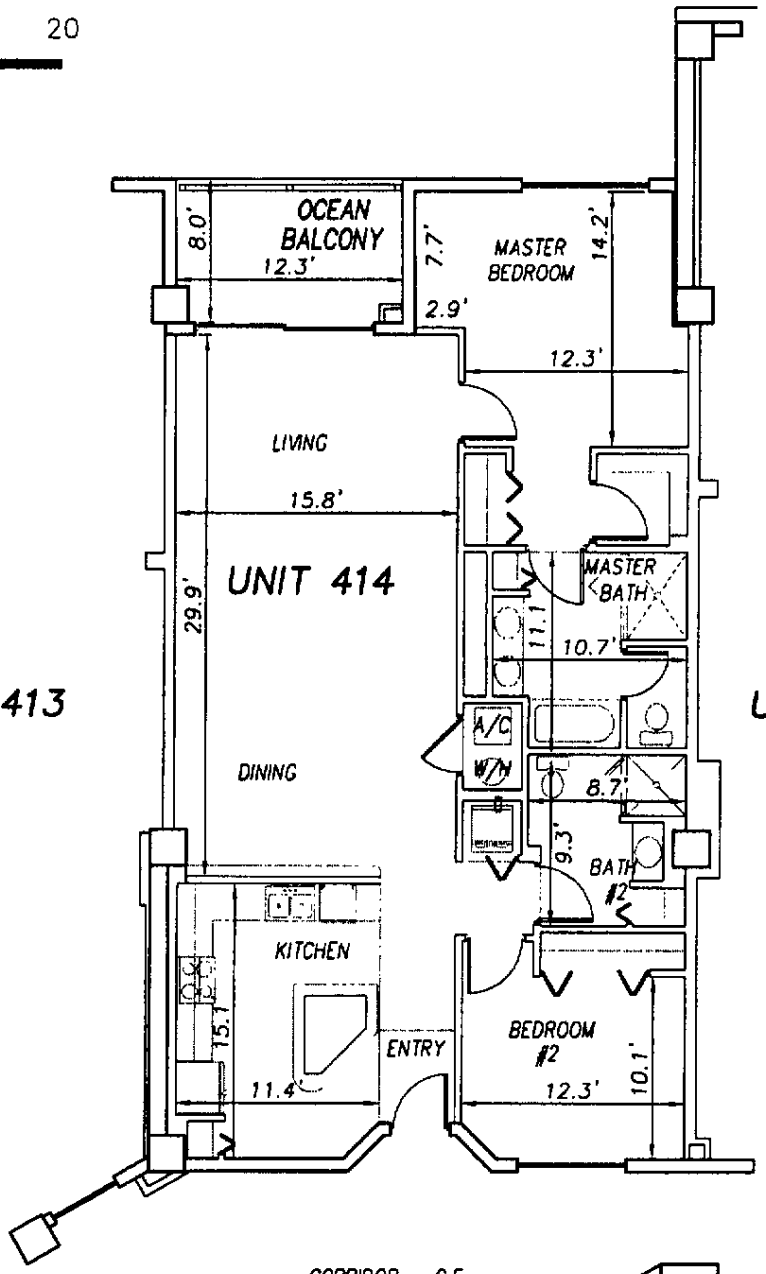
0 10 20

SCALE 1" = 10'

EXHIBIT "B"



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 414 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 99 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 84 - 109 4th Fl.dwg 09/11/2003 09.52.31 AM EDT

EXHIBIT "B"

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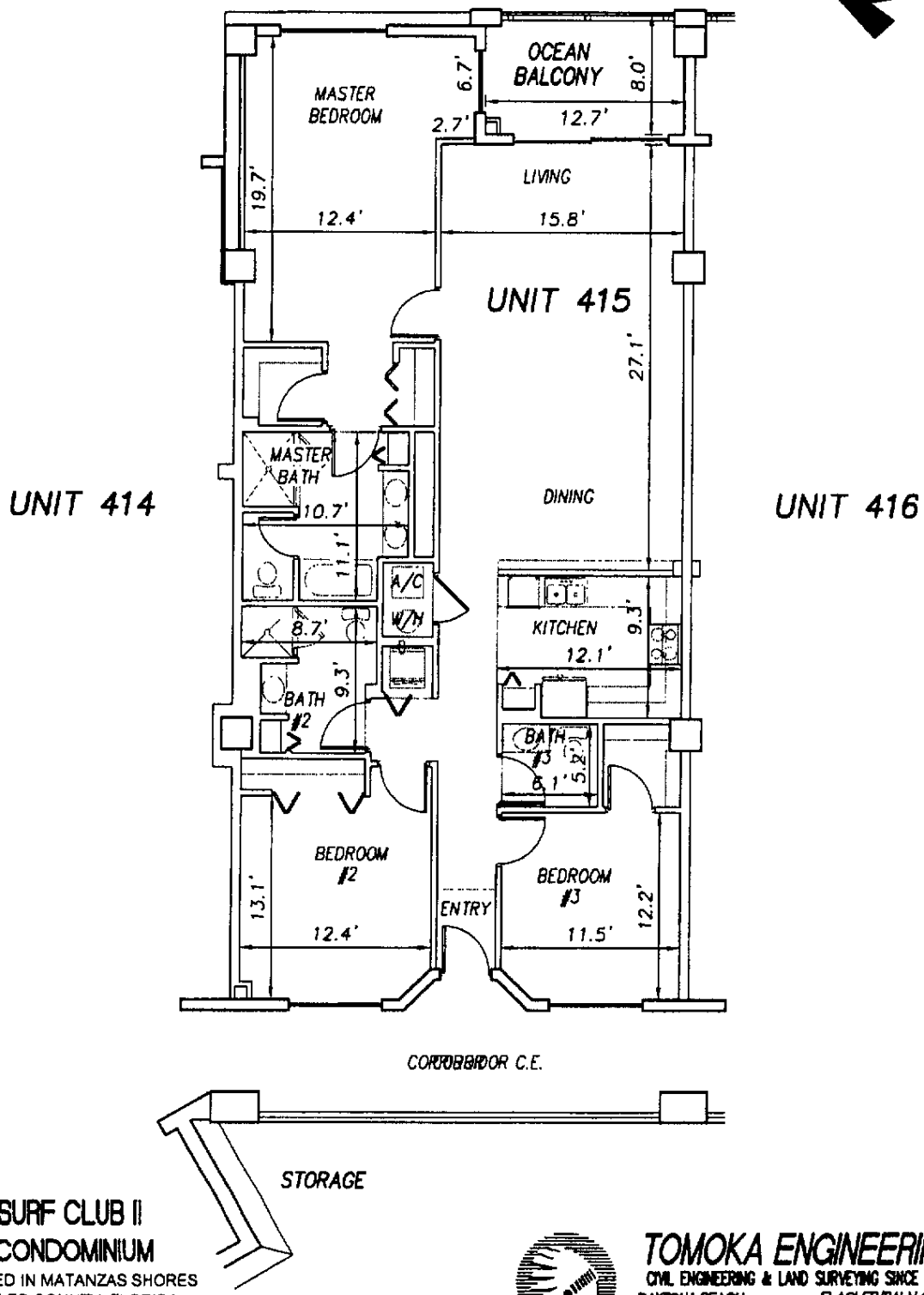

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 415 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 100 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh B4 - 109 4th Fl.dwg 09/11/2003 09:52:31 AM EDT

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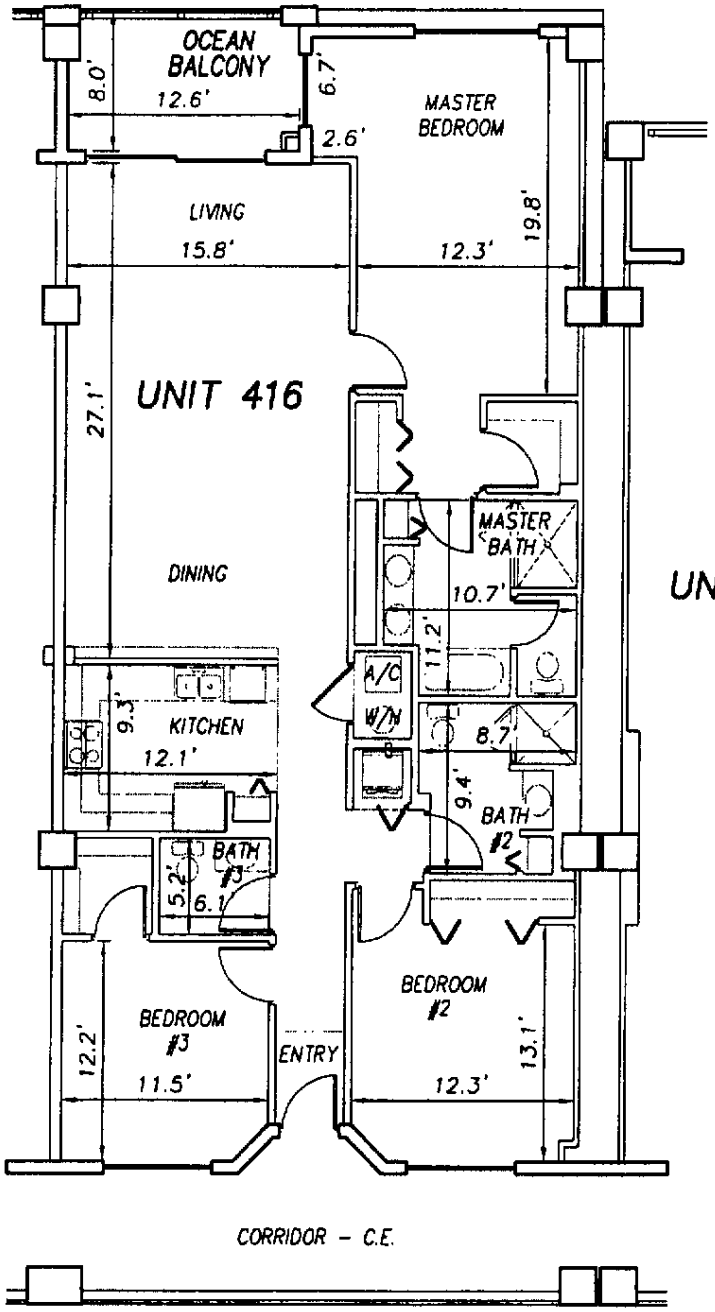

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 416 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 101 OF 213 SHEETS

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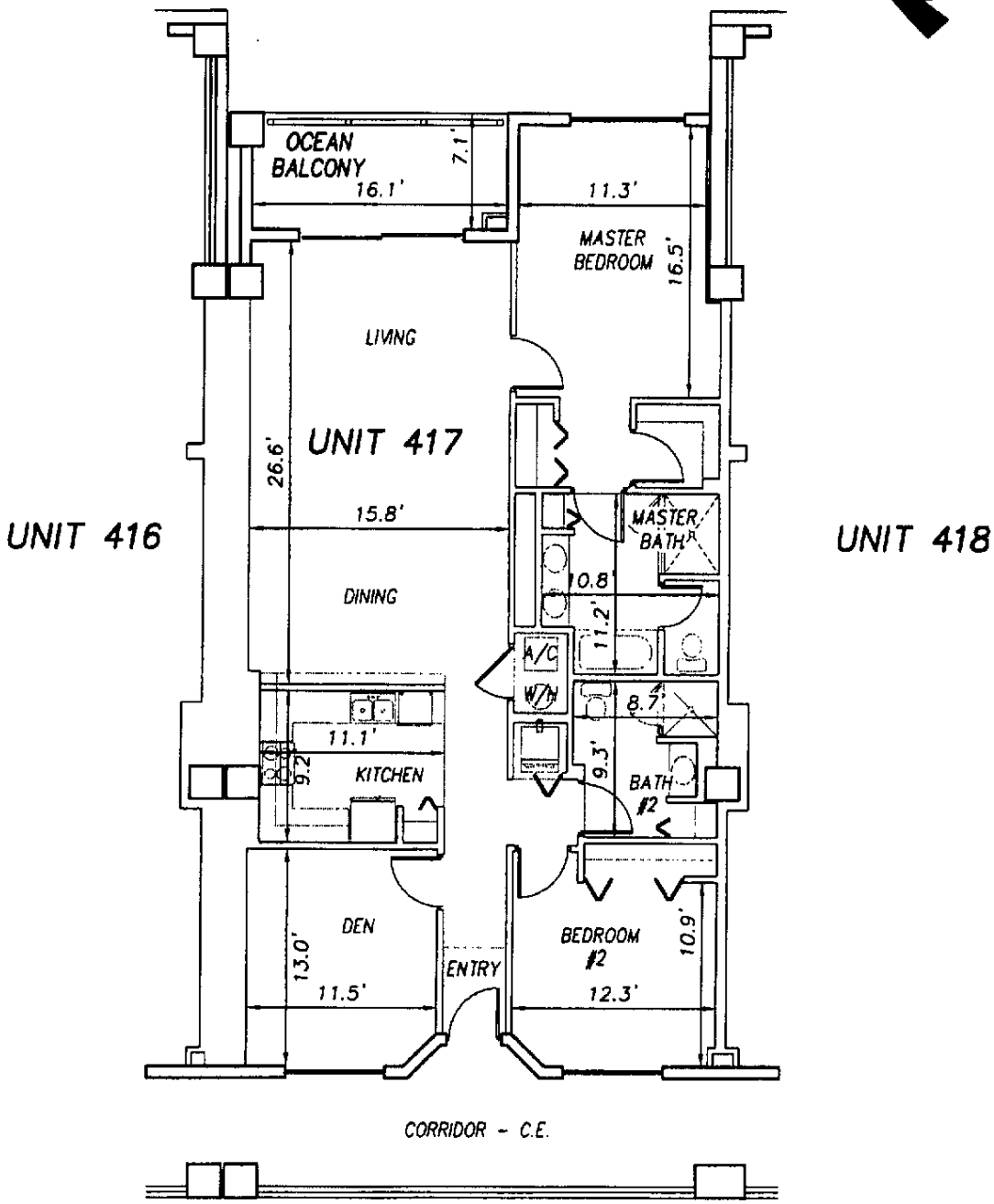

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 417 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2133

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 102 OF 213 SHEETS

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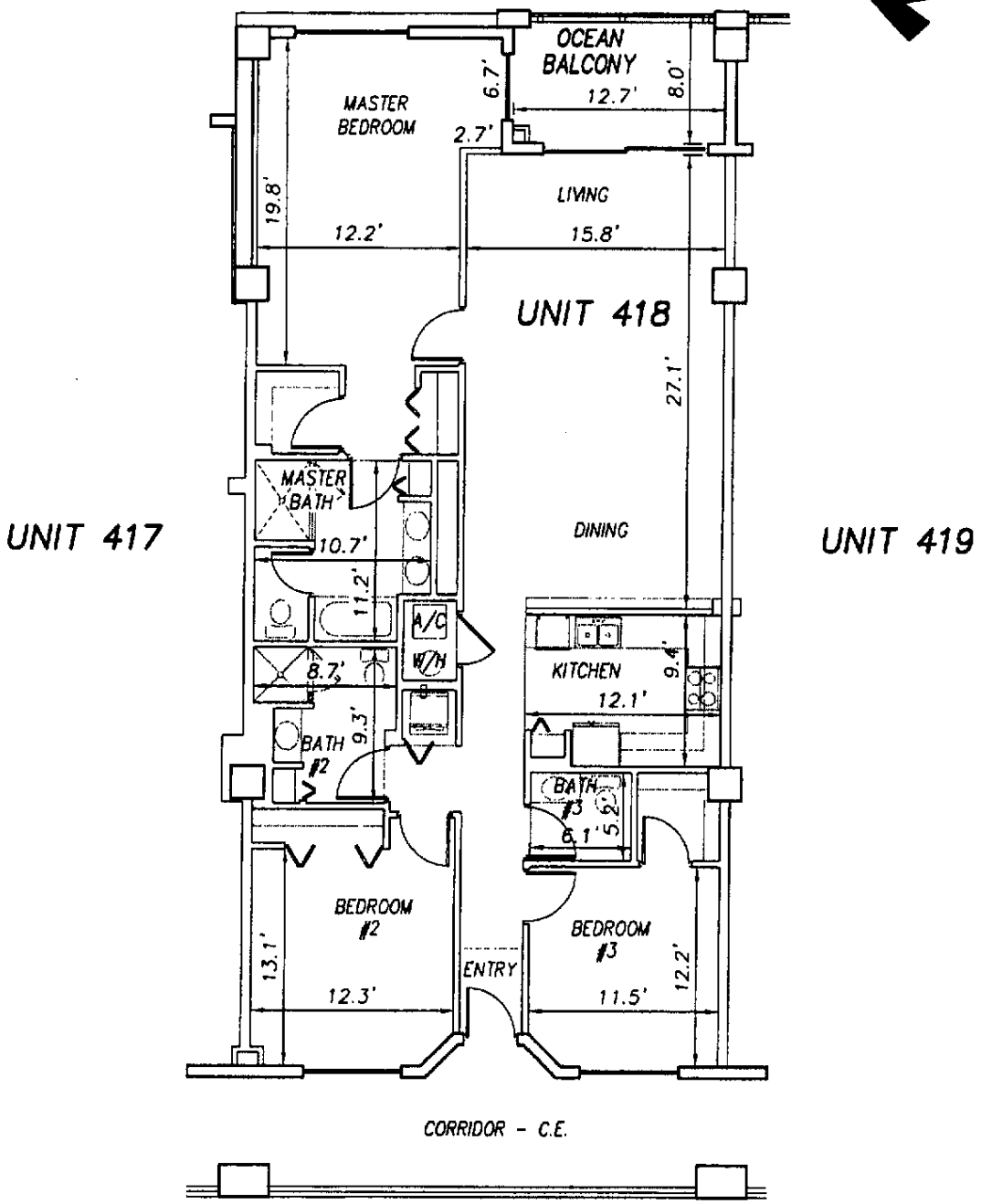

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 418 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 103 OF 213 SHEETS

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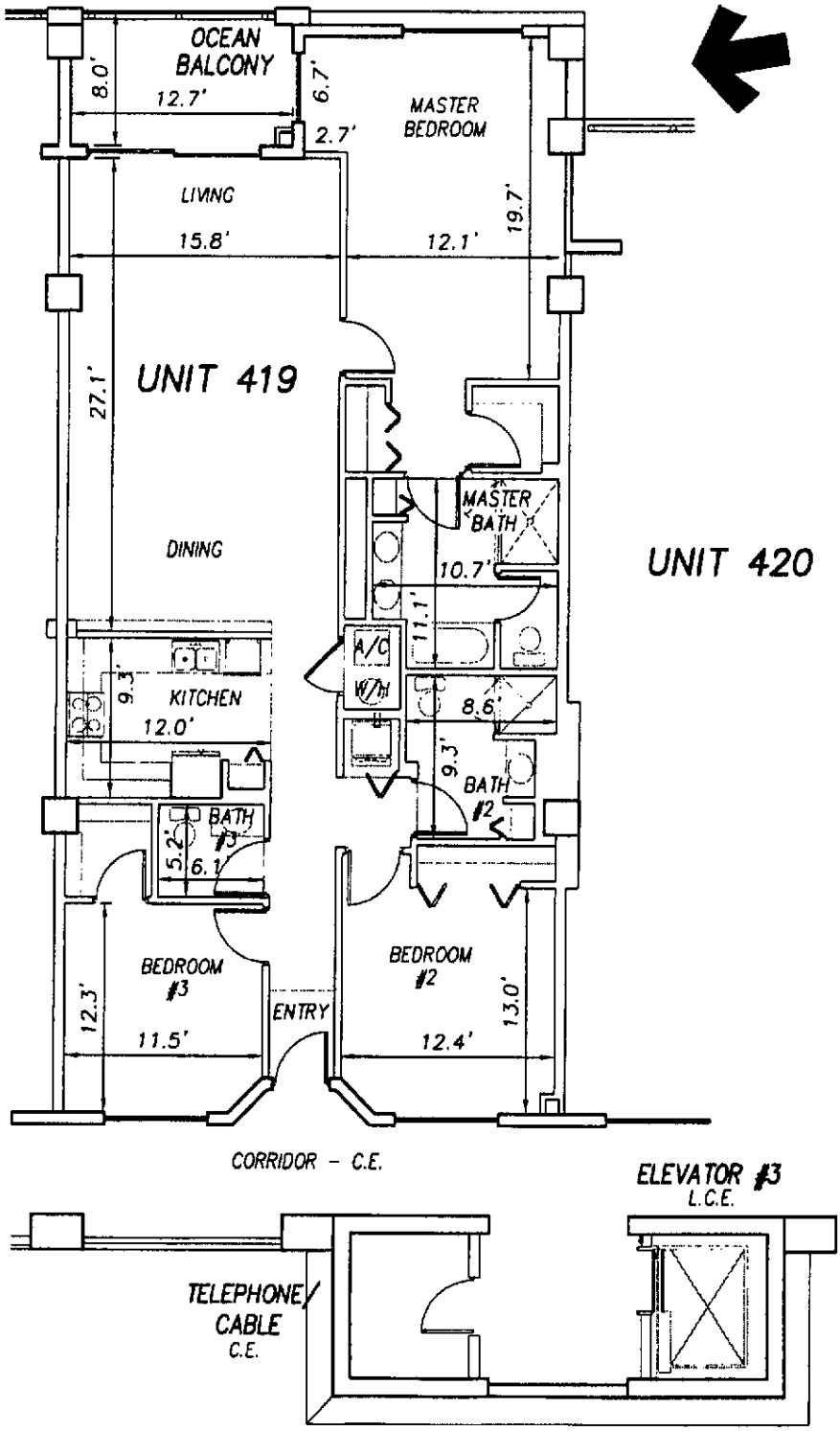

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 419 (South Wing)

TOMOKA ENGINEERING
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Phone 386-257-1600 Fax 386-257-1601
LB #1132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 104 OF 213 SHEETS

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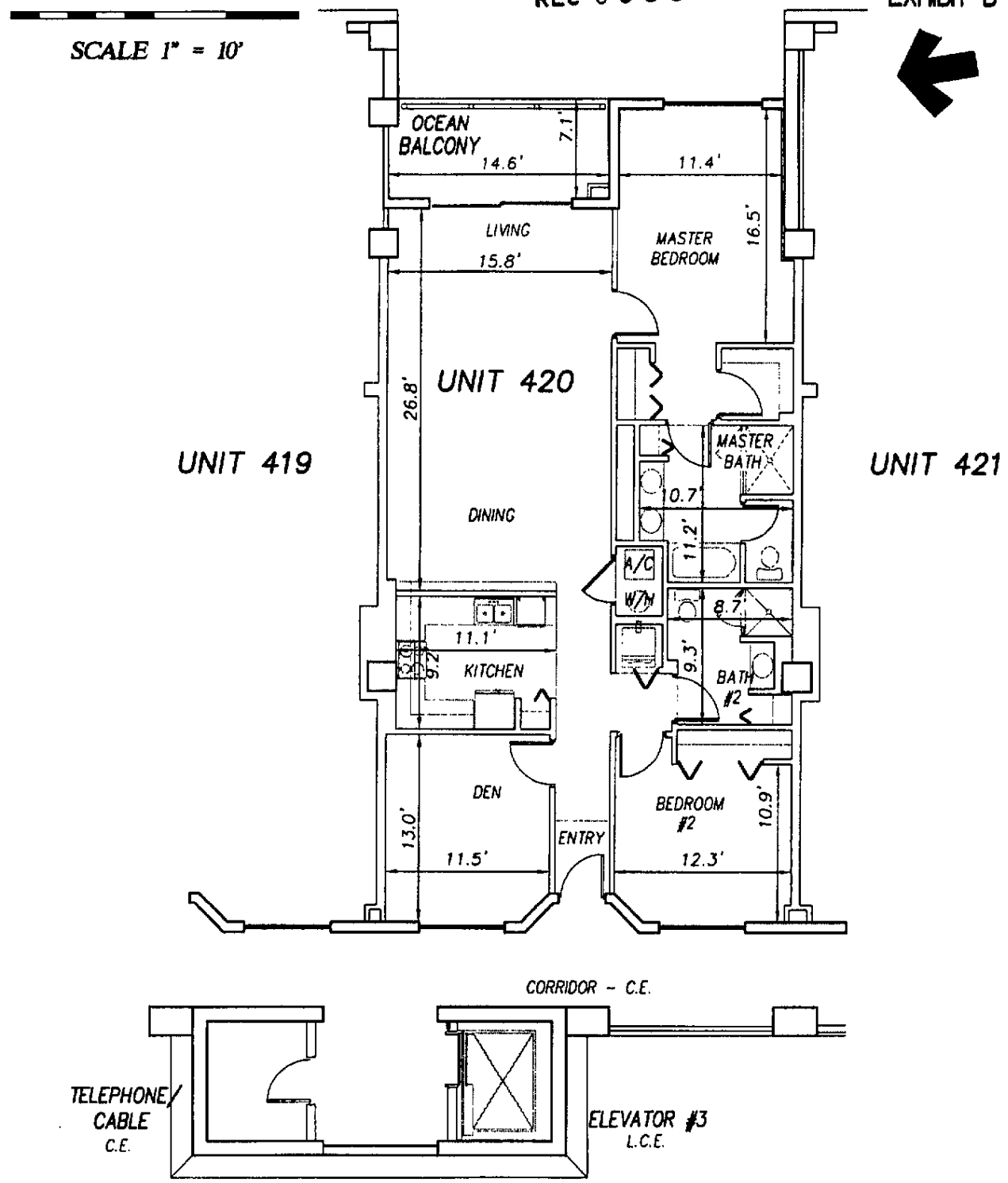

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 420 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1801
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 105 OF 213 SHEETS

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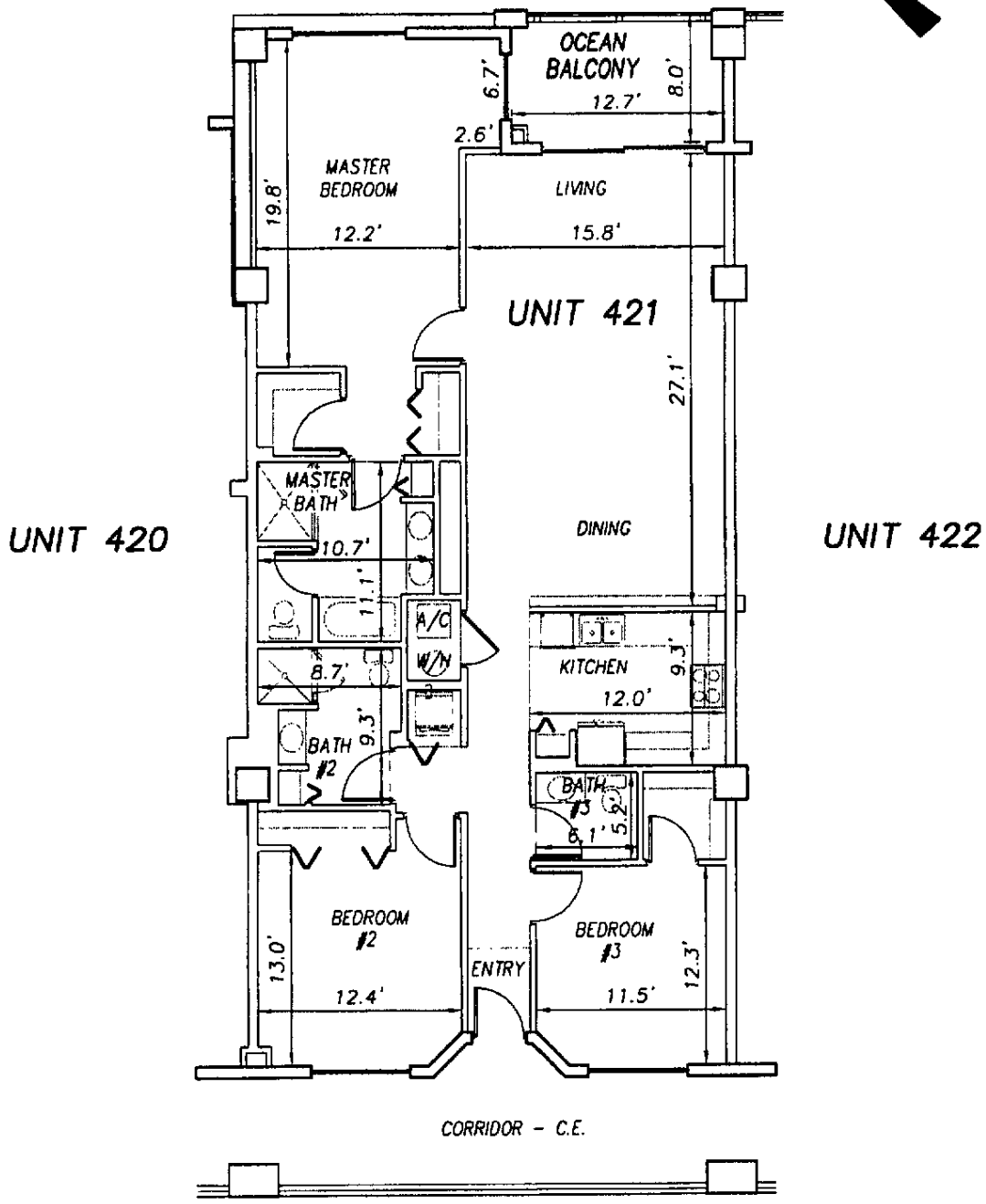

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 421 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 106 OF 213 SHEETS

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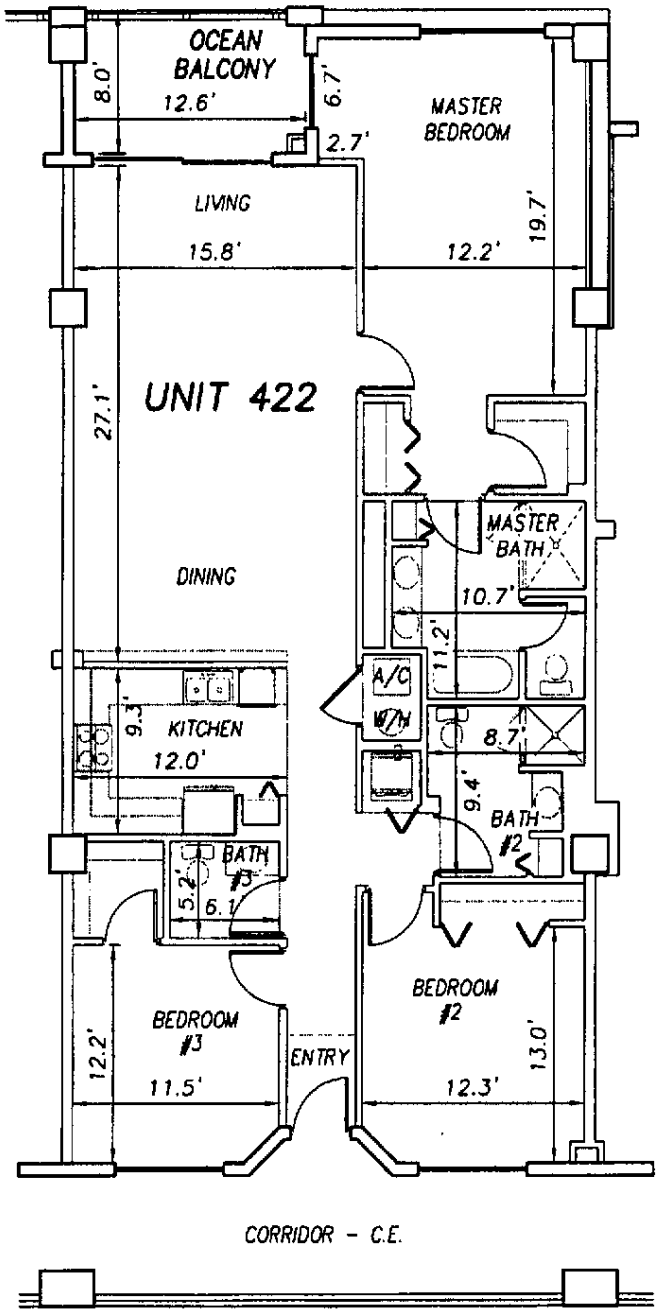

UNIT 421

UNIT 423

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 422 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 107 OF 213 SHEETS

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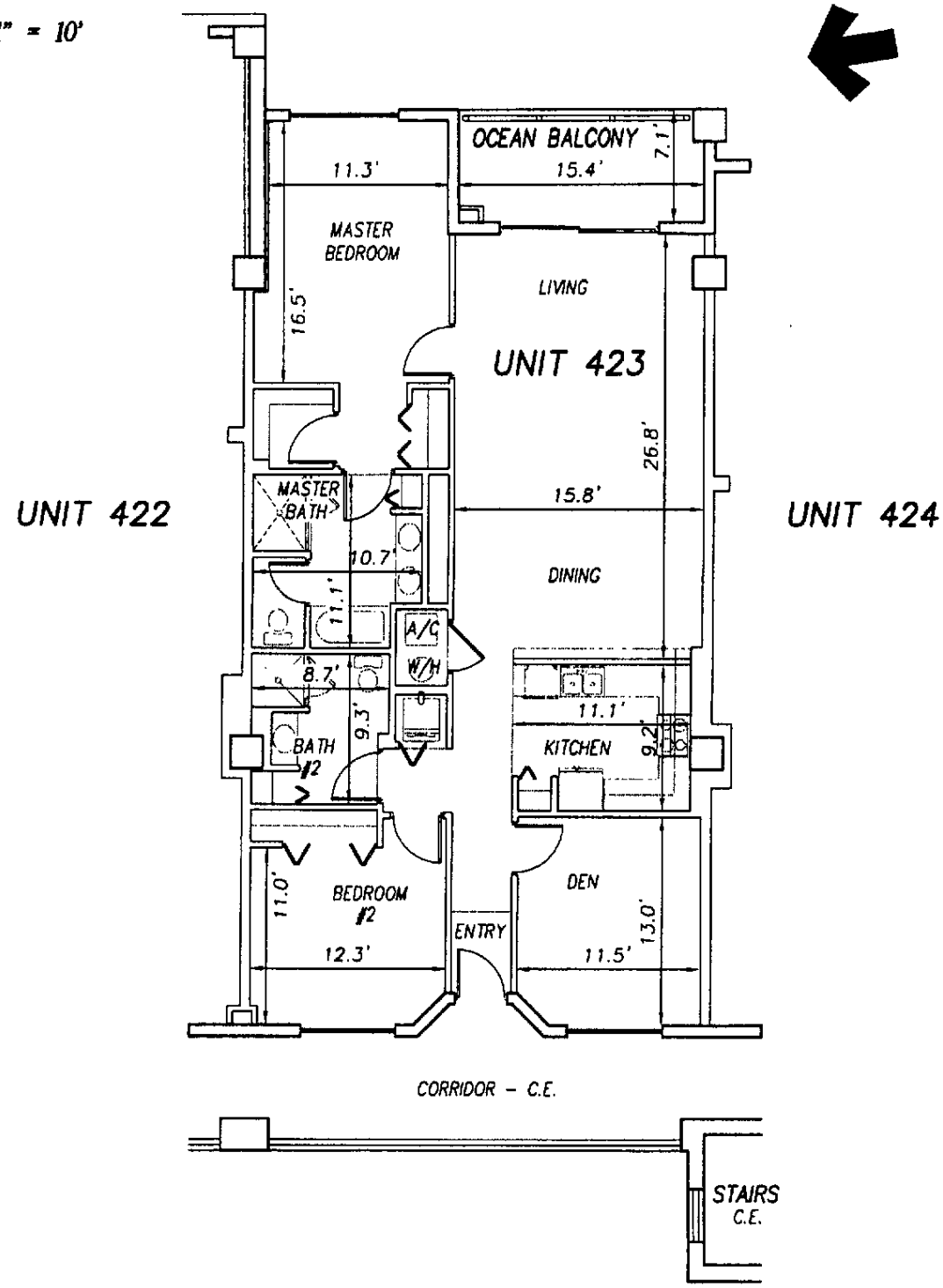

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 423 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 108 OF 213 SHEETS

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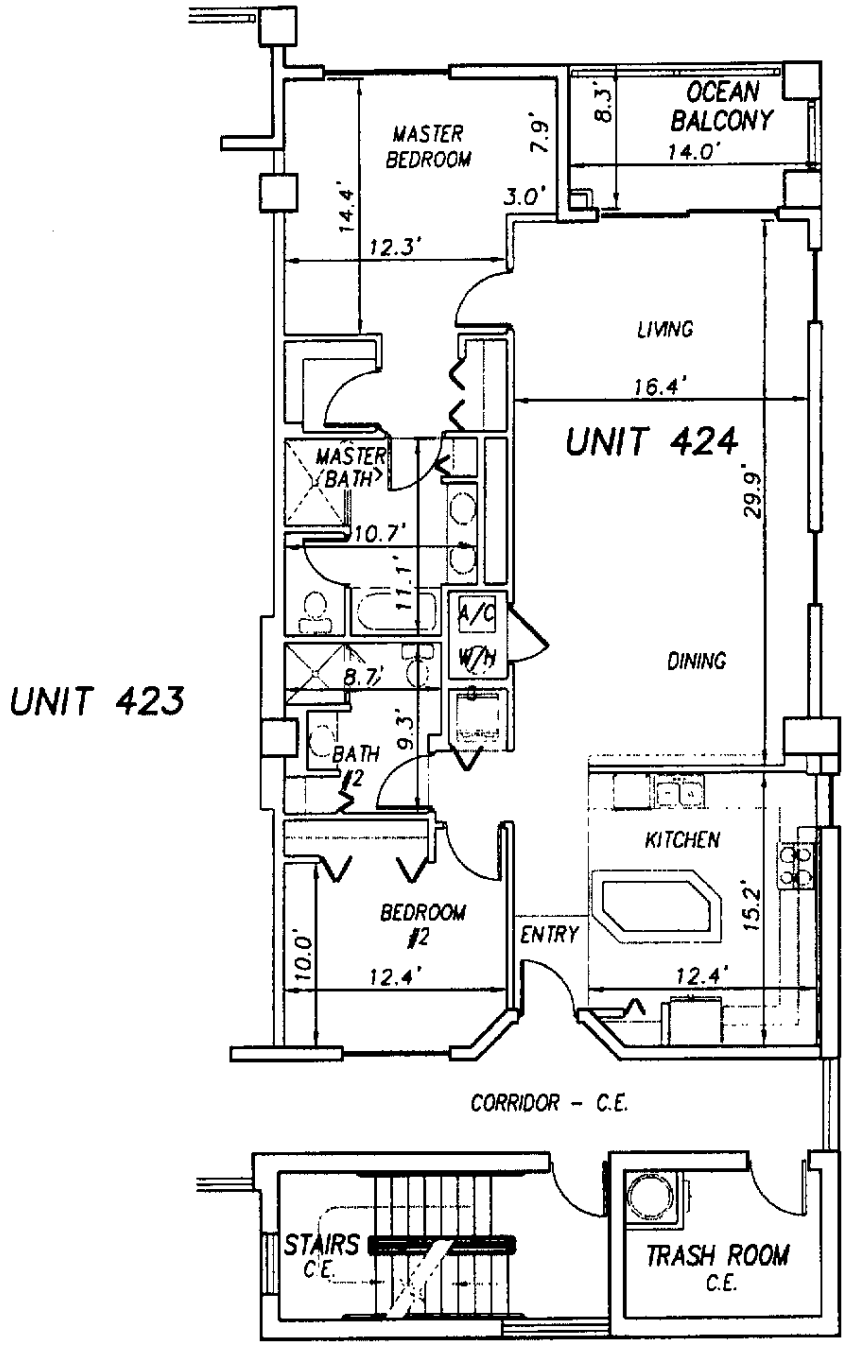
0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FOURTH FLOOR - UNIT 424 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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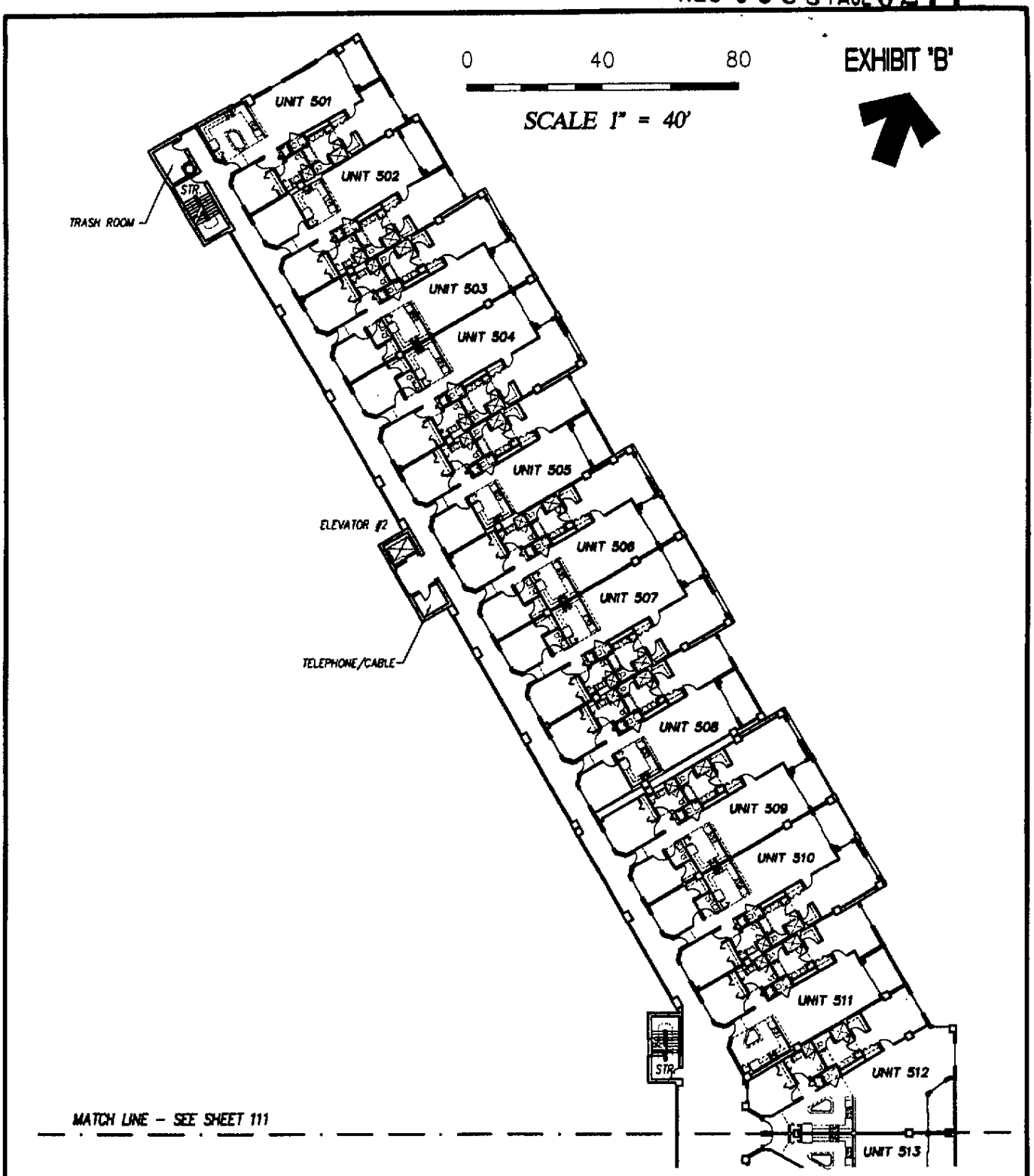

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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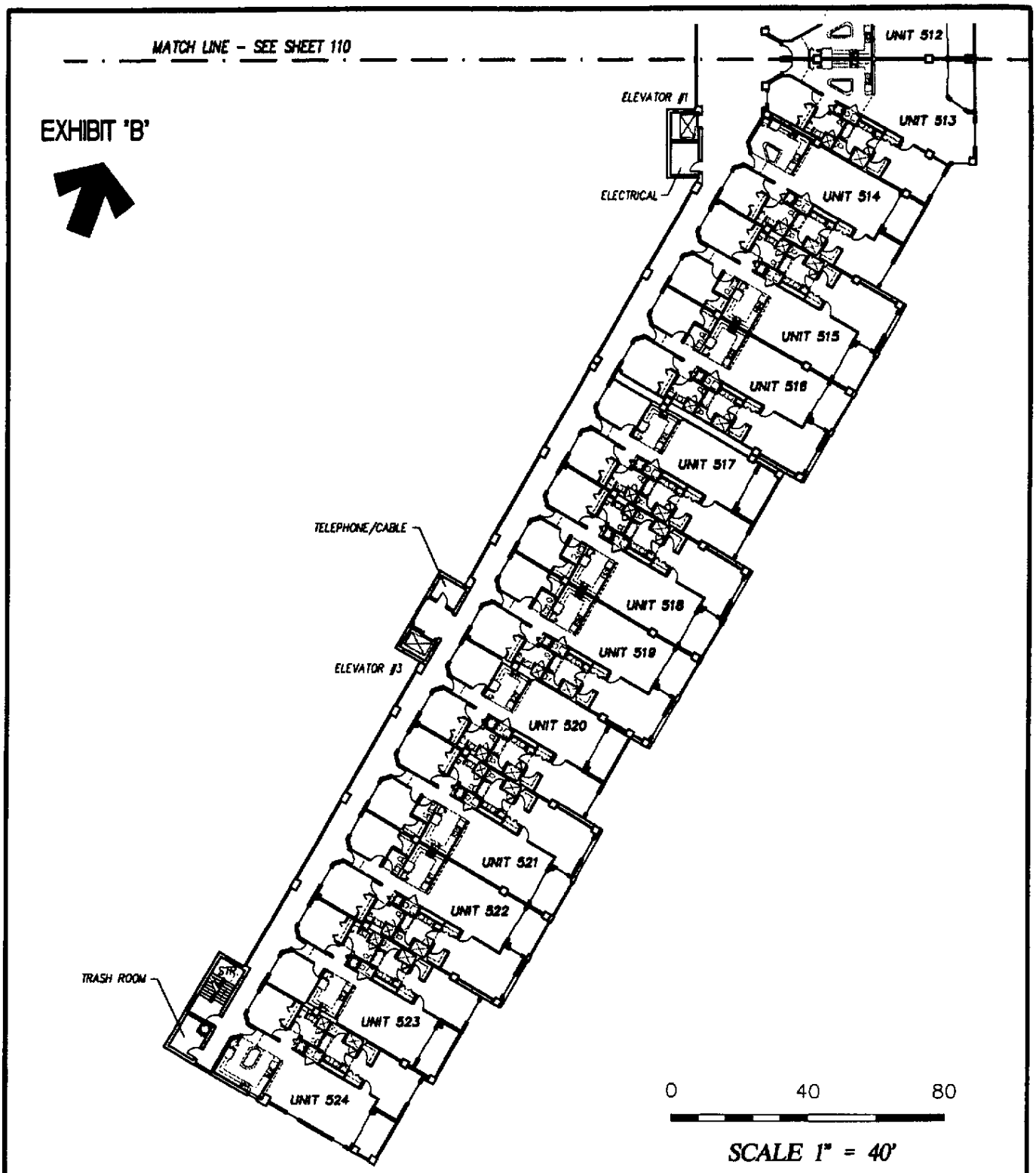
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 110 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 1.35 5th Fl.dwg 09/11/2003 10:05:50 AM EDT



SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 111 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

EXHIBIT 'B'

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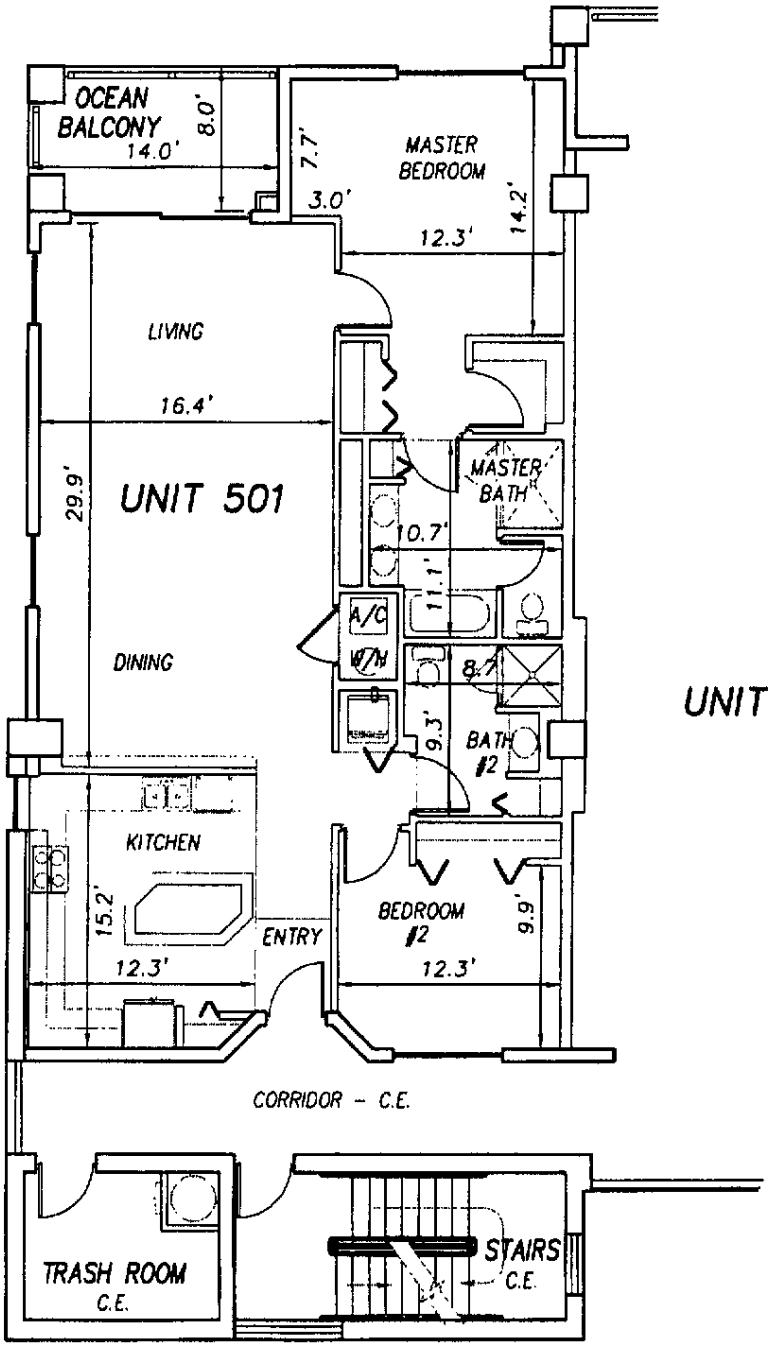

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 501 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
CB #2732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 112 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

EXHIBIT "B"

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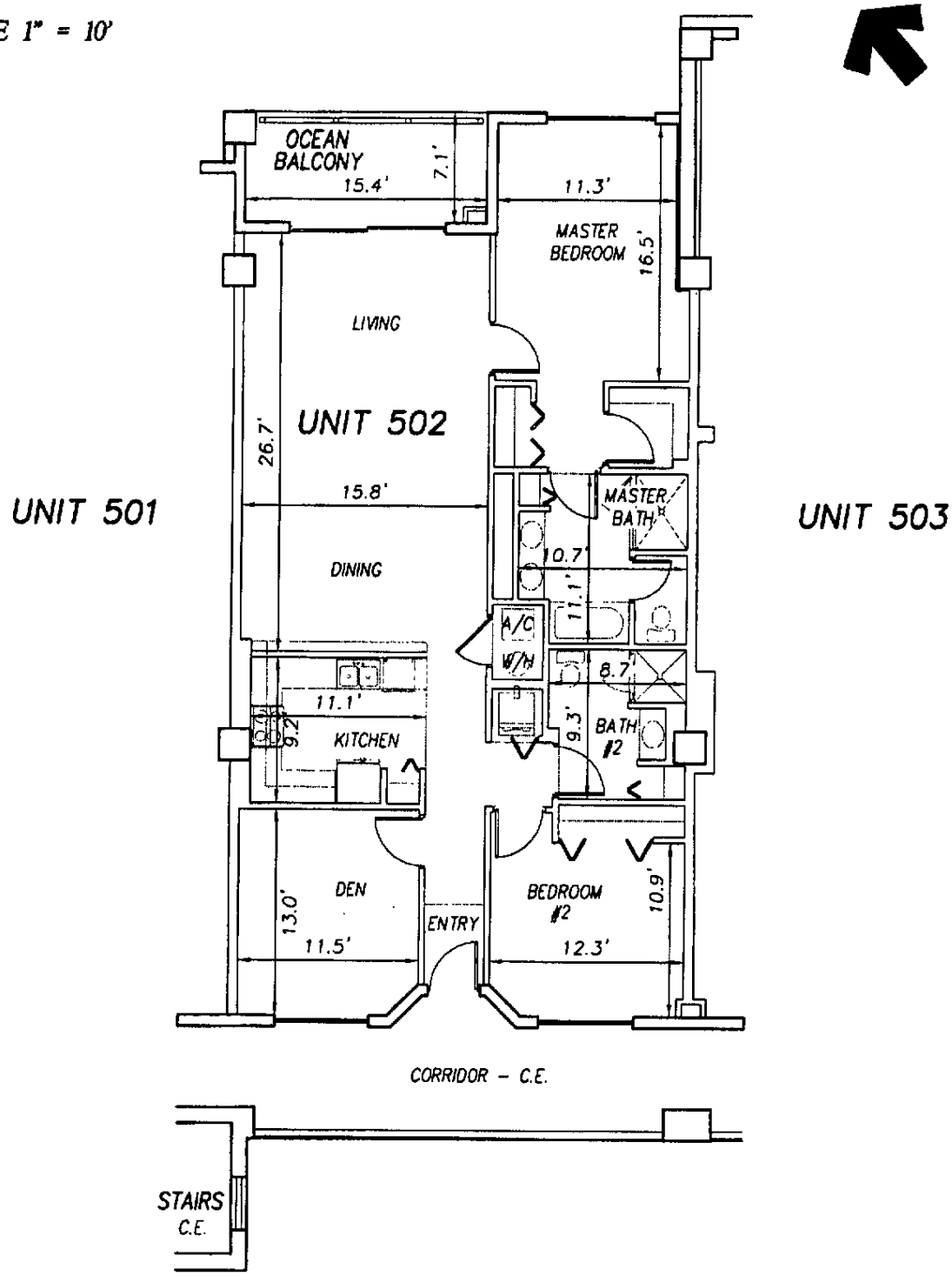

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 502 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2233

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 113 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

EXHIBIT 'B'

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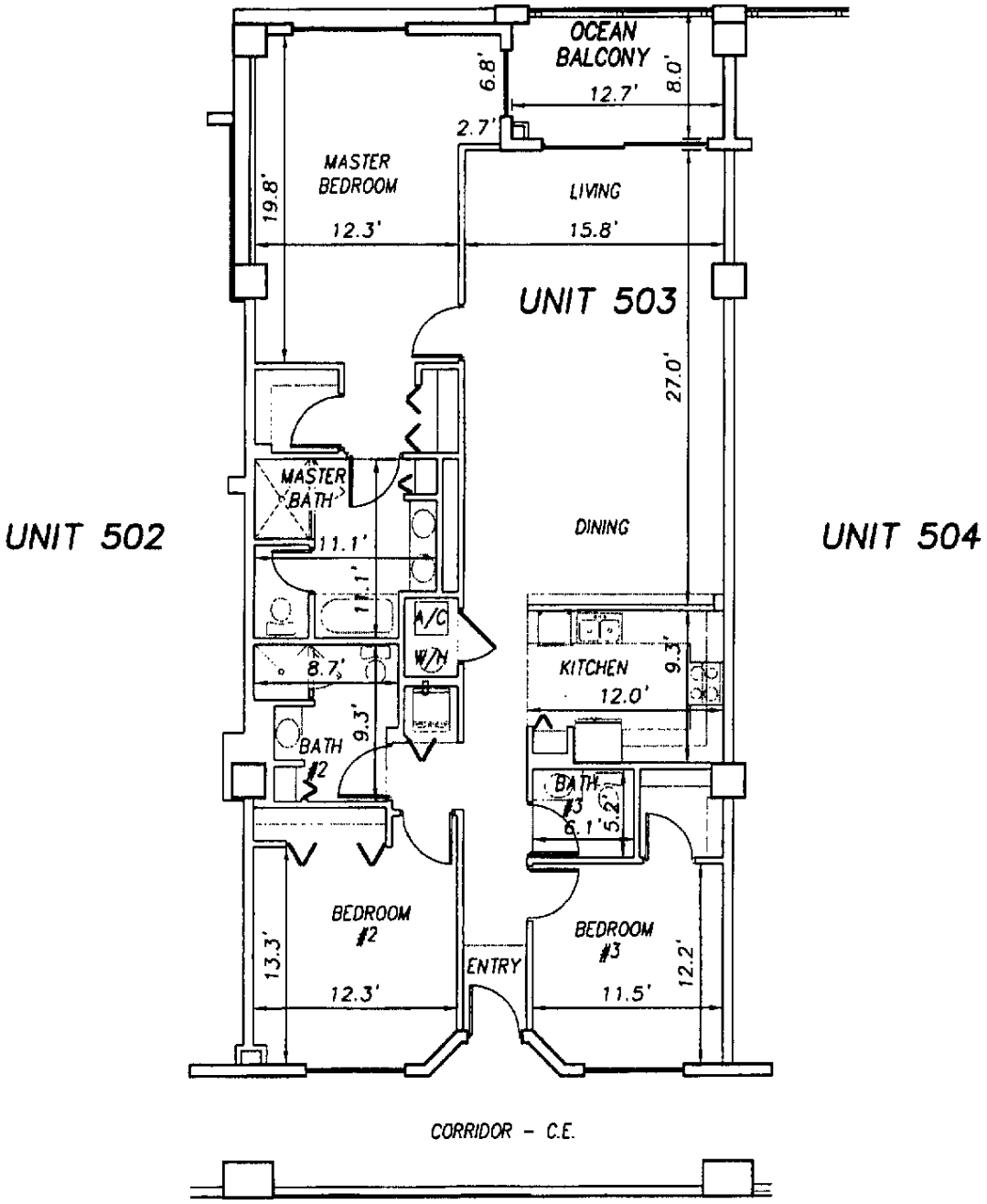
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 503 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 114 OF 213 SHEETS

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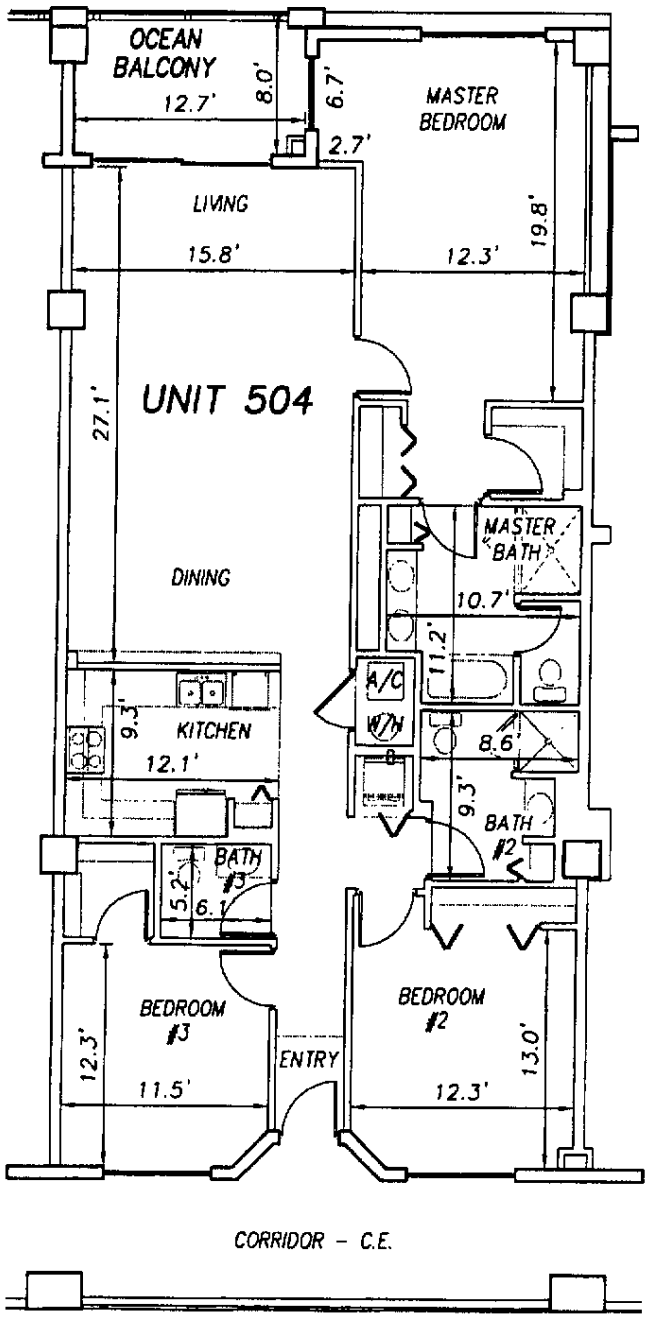

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 504 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

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EXHIBIT 'B'

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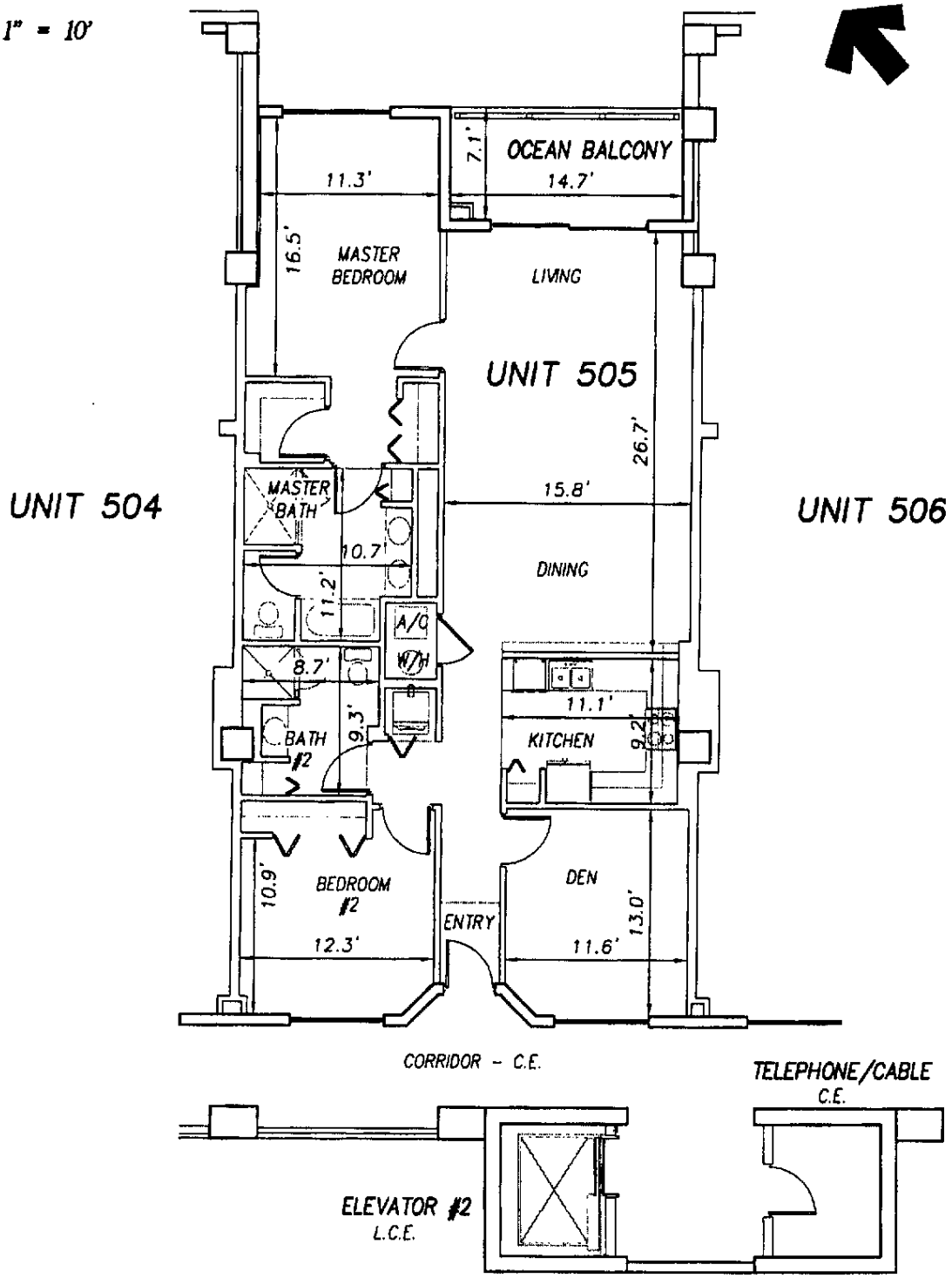
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 505 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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LB #2733

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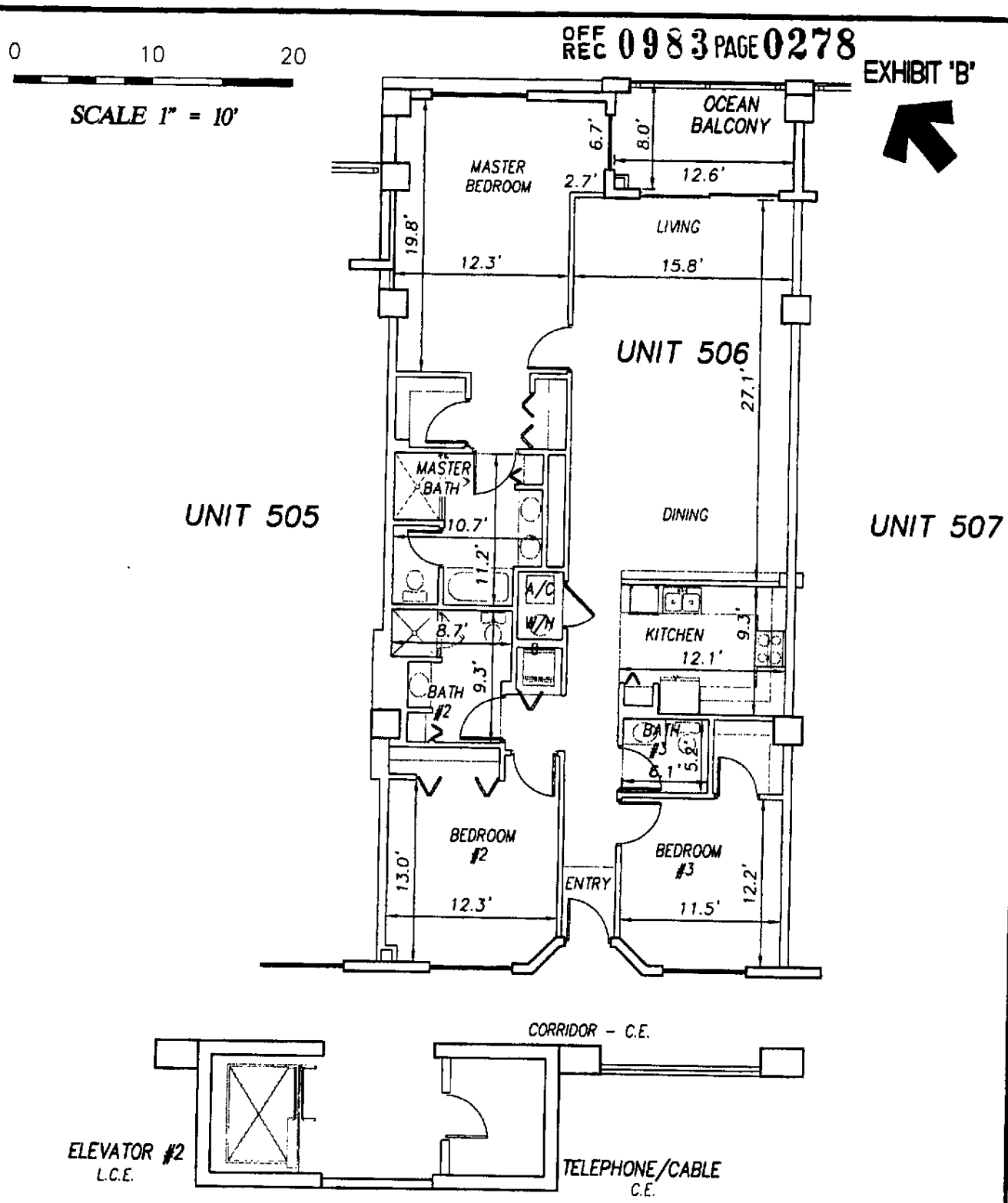

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 506 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

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EXHIBIT "B"

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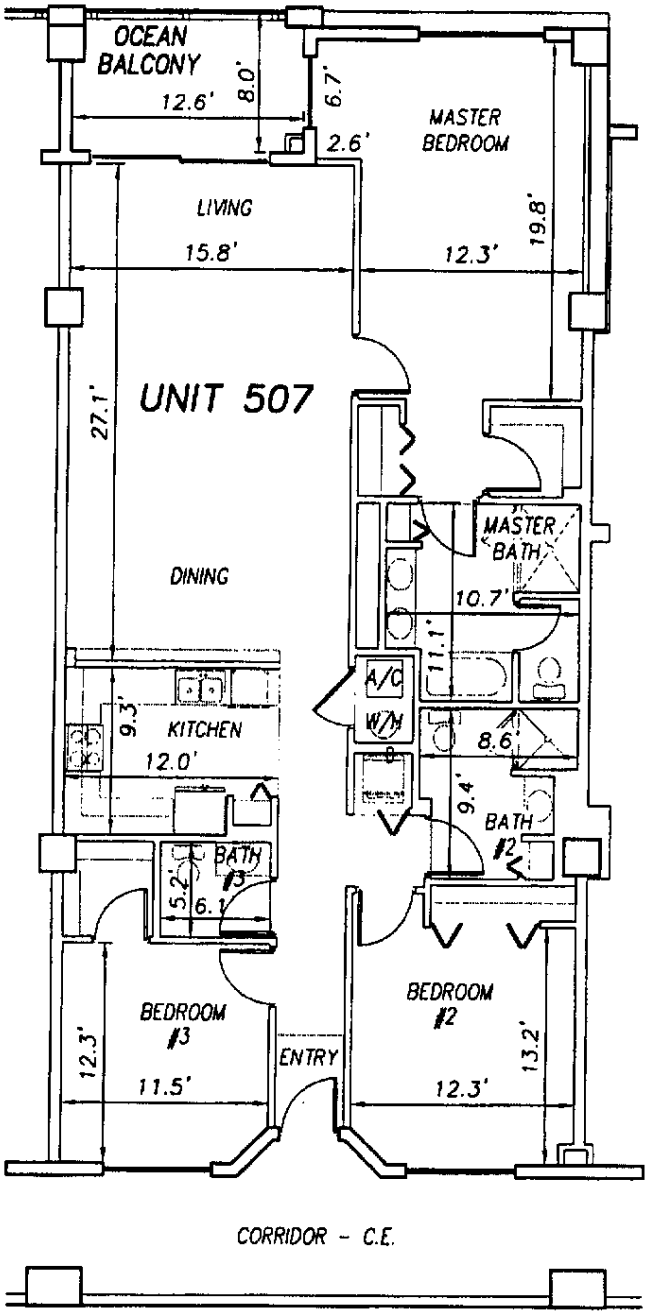
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 507 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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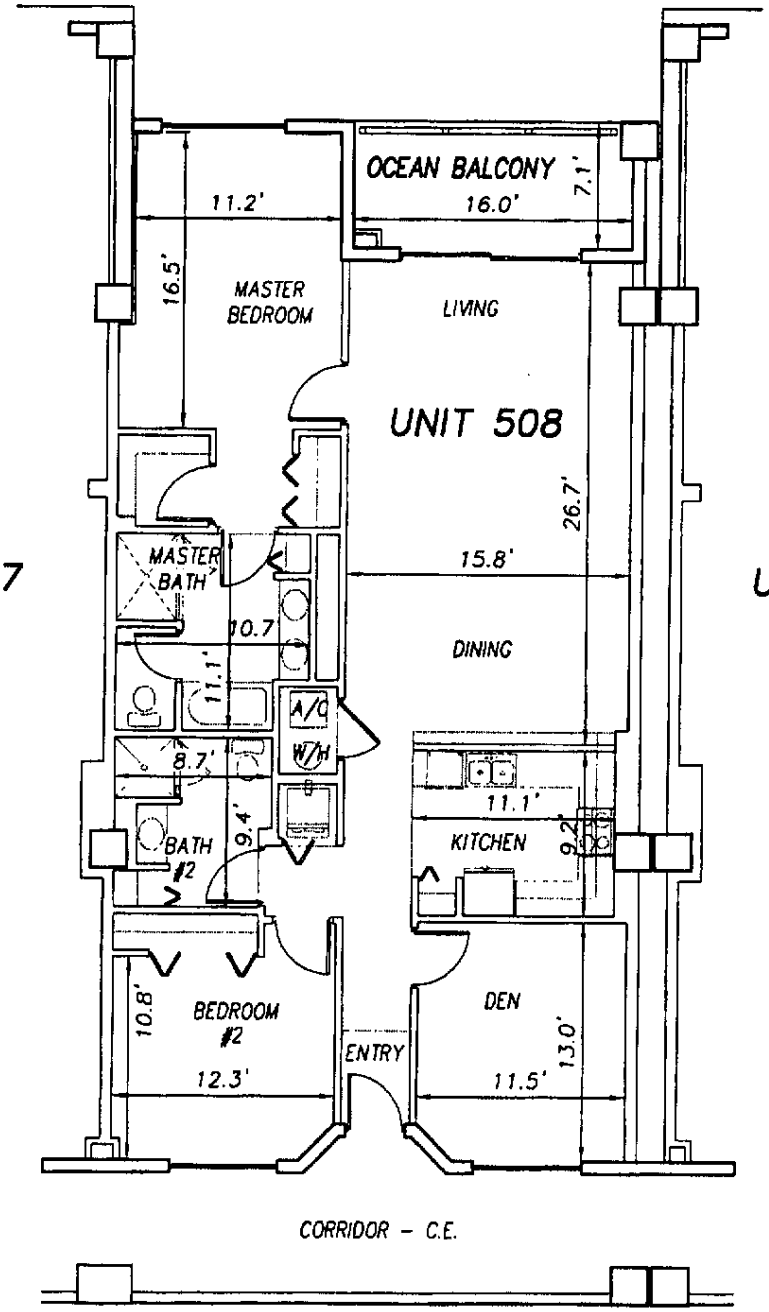
SCALE 1" = 10'

OFF REC 0983 PAGE 0280 EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 508 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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LB #2753

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 119 OF 213 SHEETS

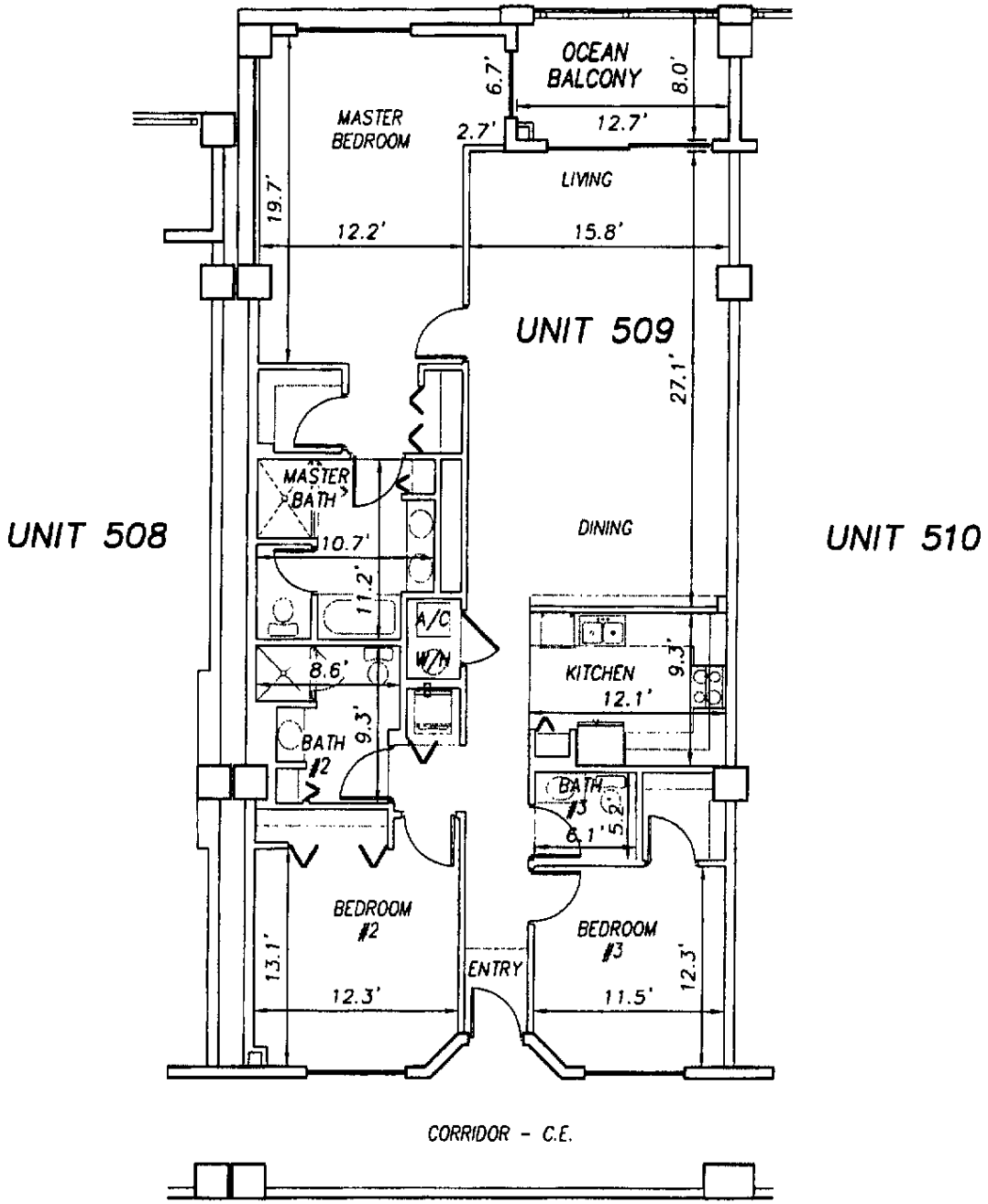
P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl dwg 09/11/2003 10:05:50 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0281

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 509 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 120 OF 213 SHEETS

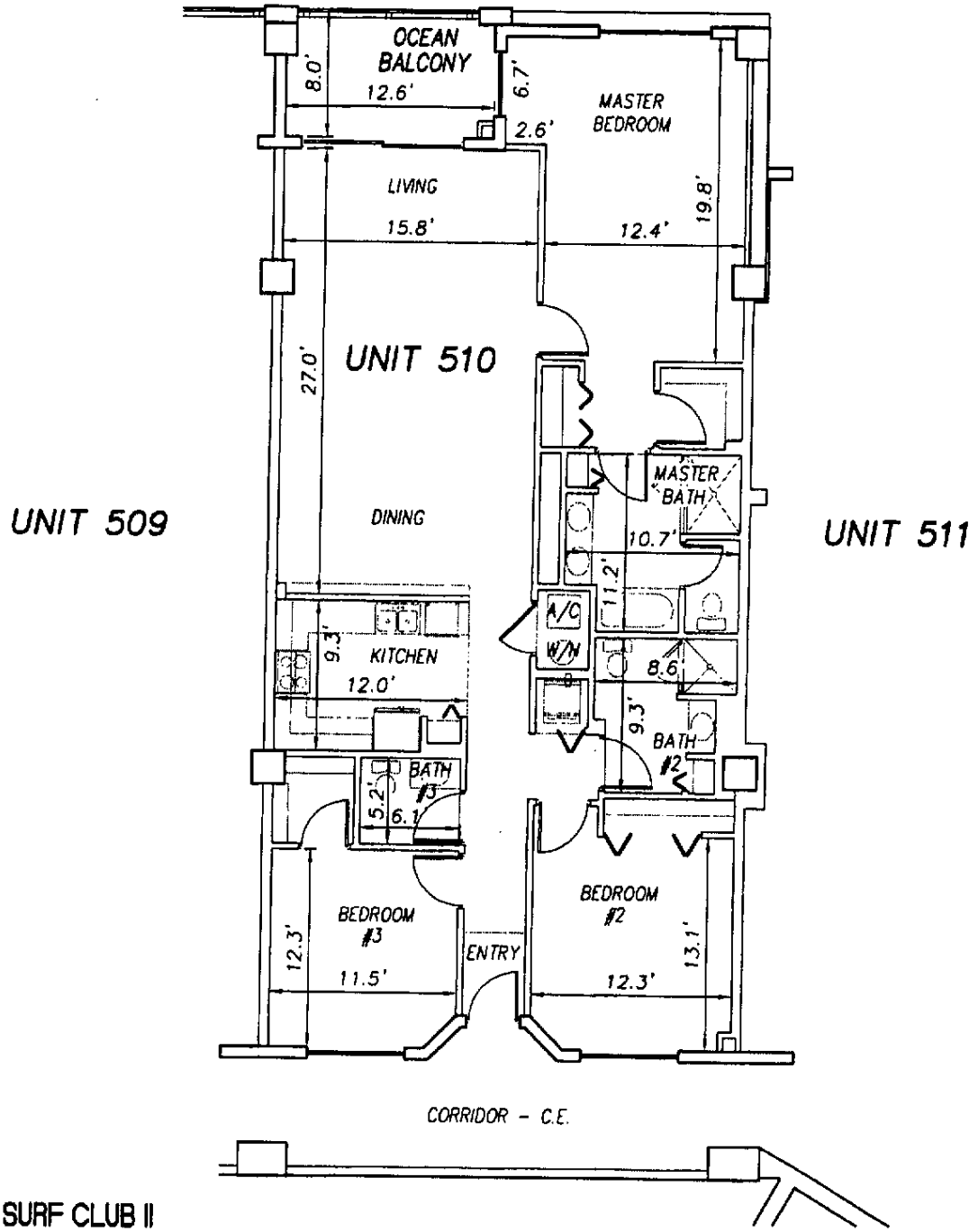
P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0282

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 510 (North Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 121 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

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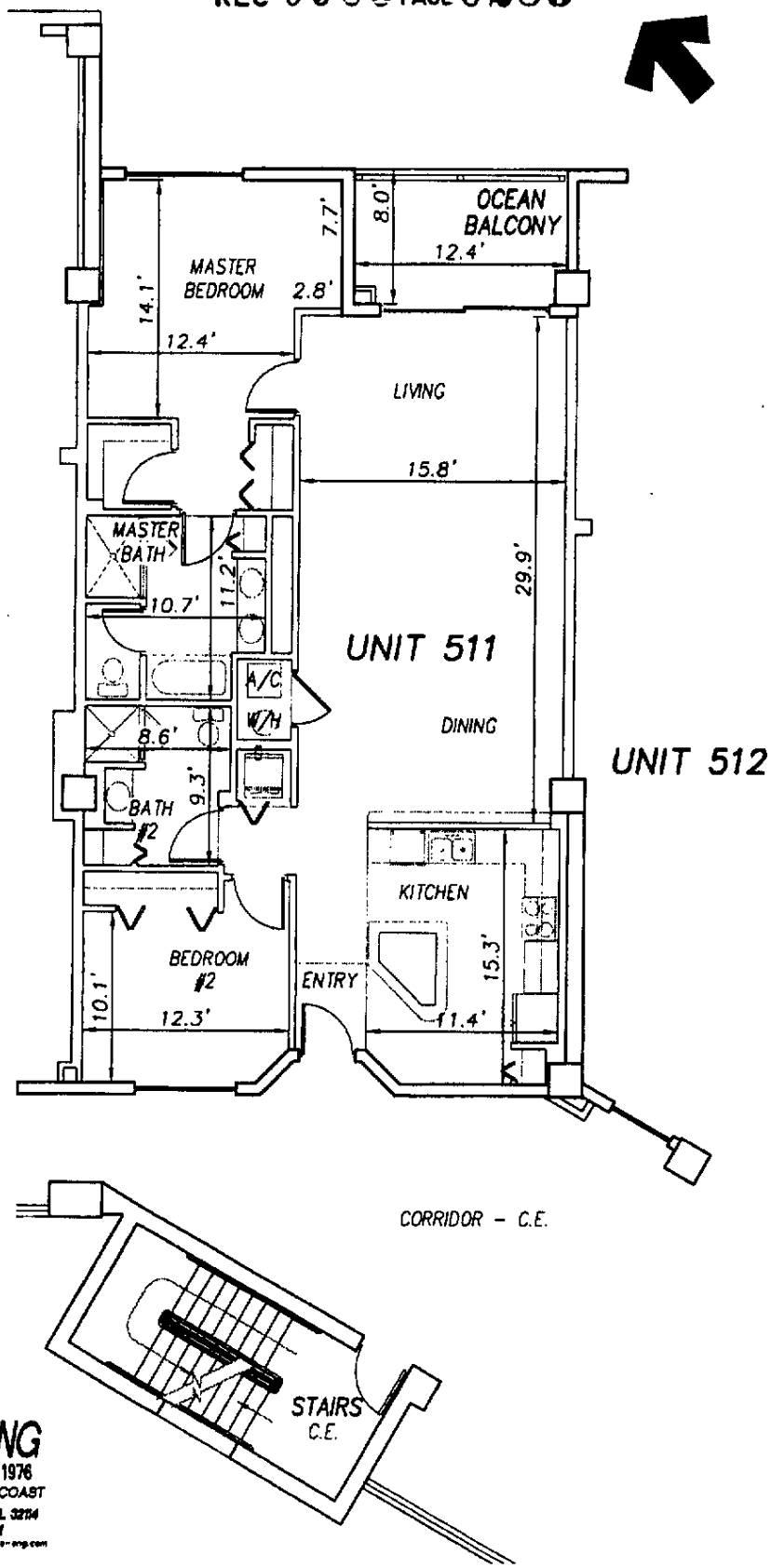

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 511 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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LB #1732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 122 OF 213 SHEETS

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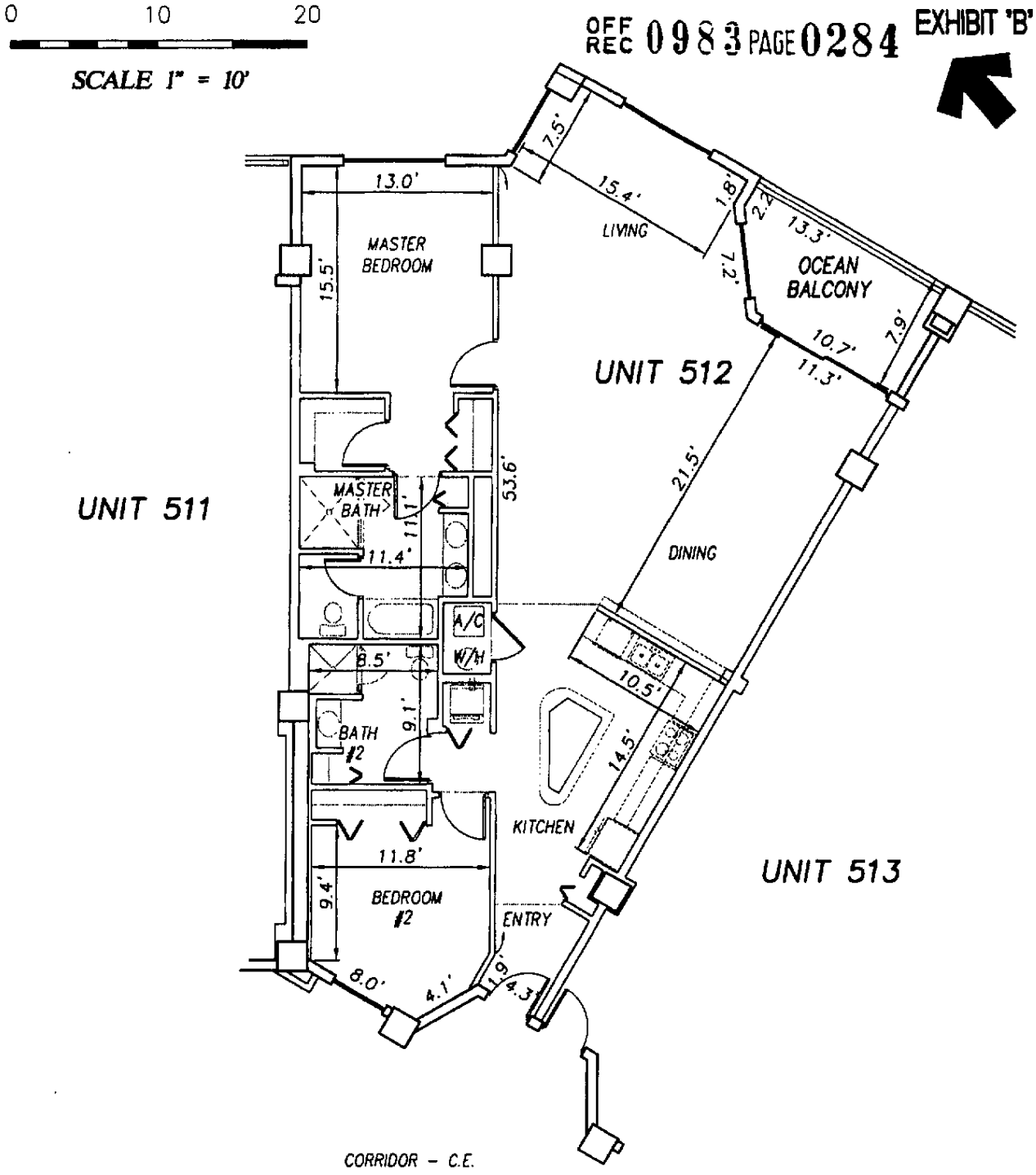

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 512 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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LB #2732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 123 OF 213 SHEETS

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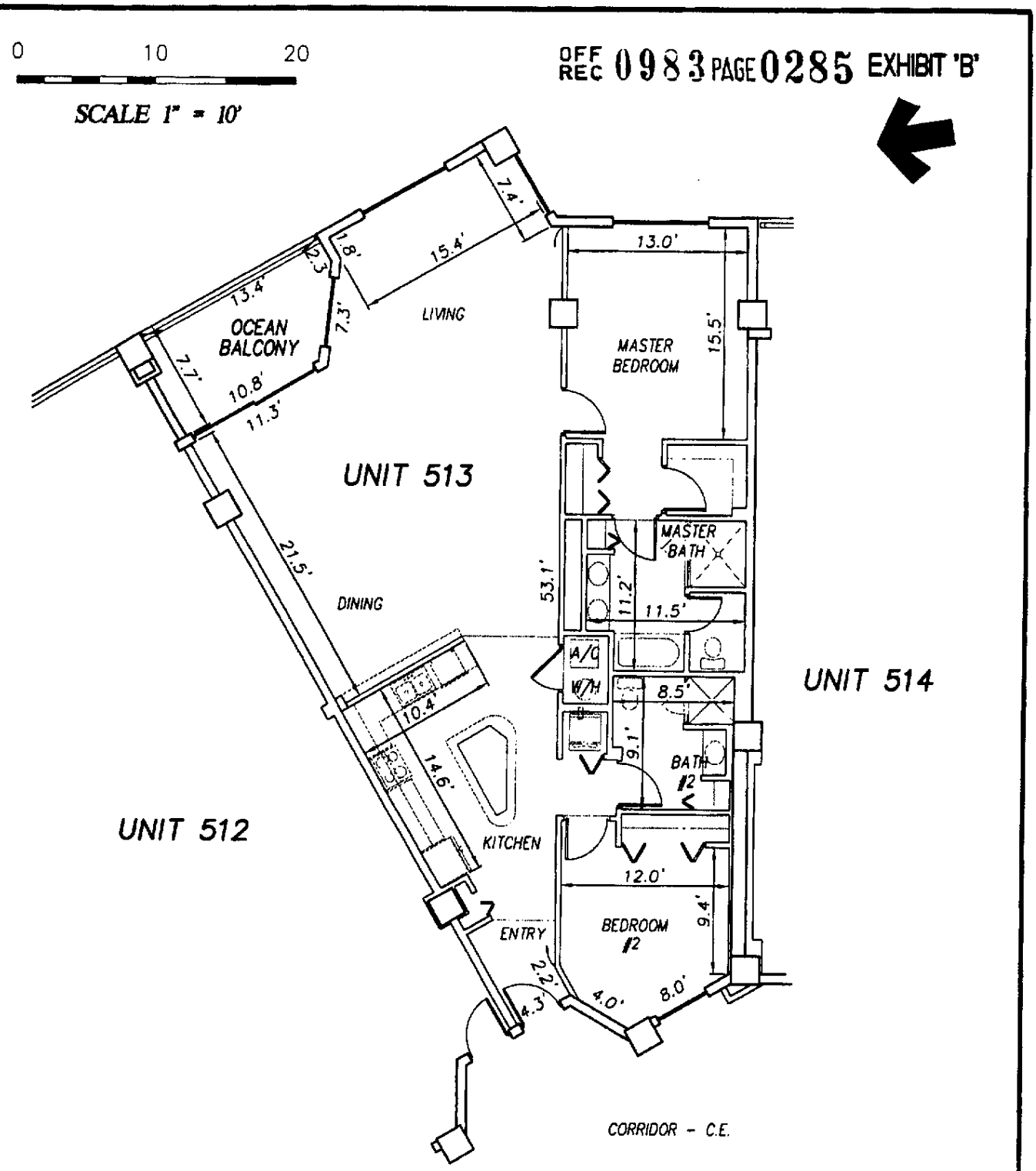

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
FIFTH FLOOR - UNIT 513 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 124 OF 213 SHEETS

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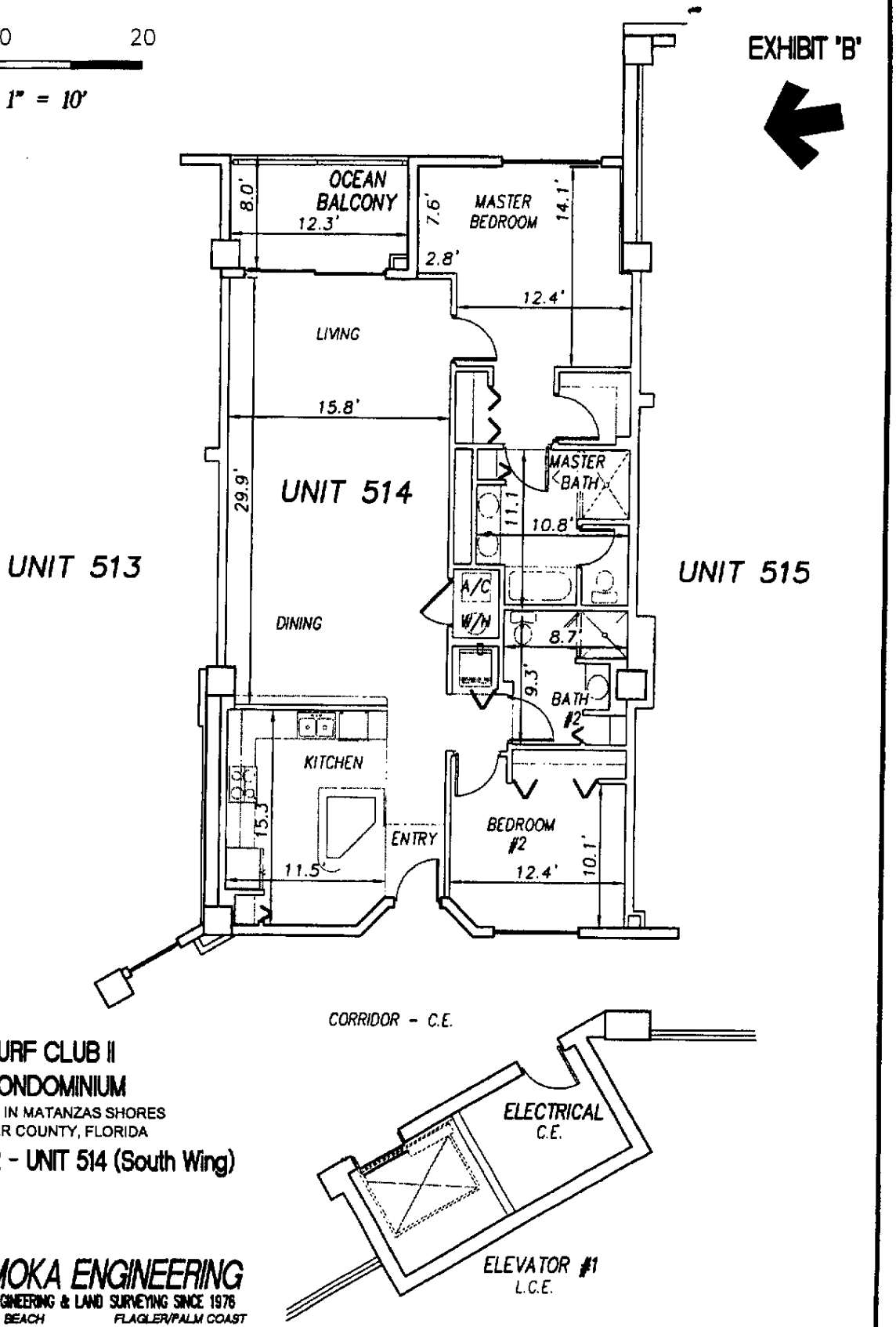
SCALE 1" = 10'

EXHIBIT "B"



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 514 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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LB #2133

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 125 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

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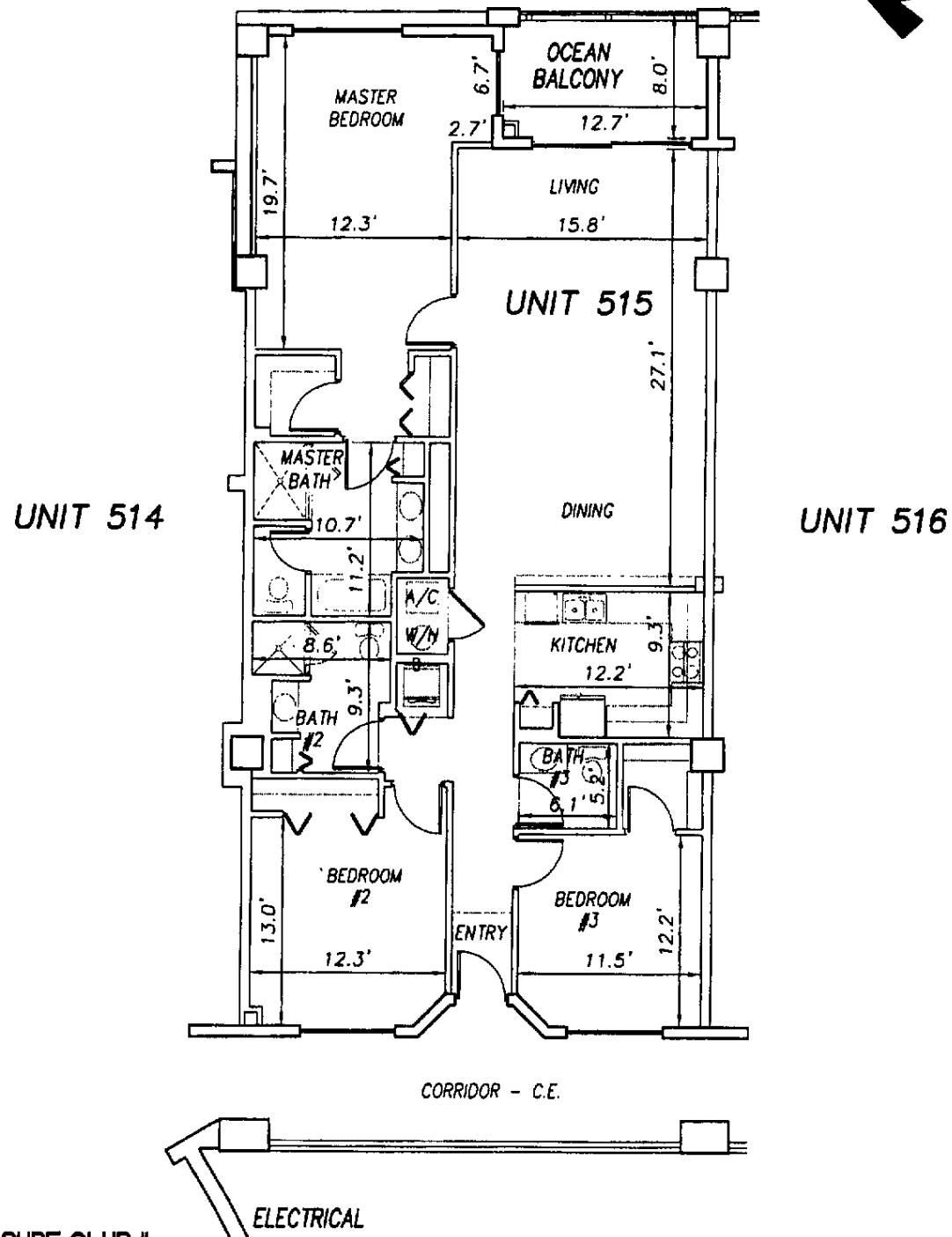

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 515 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
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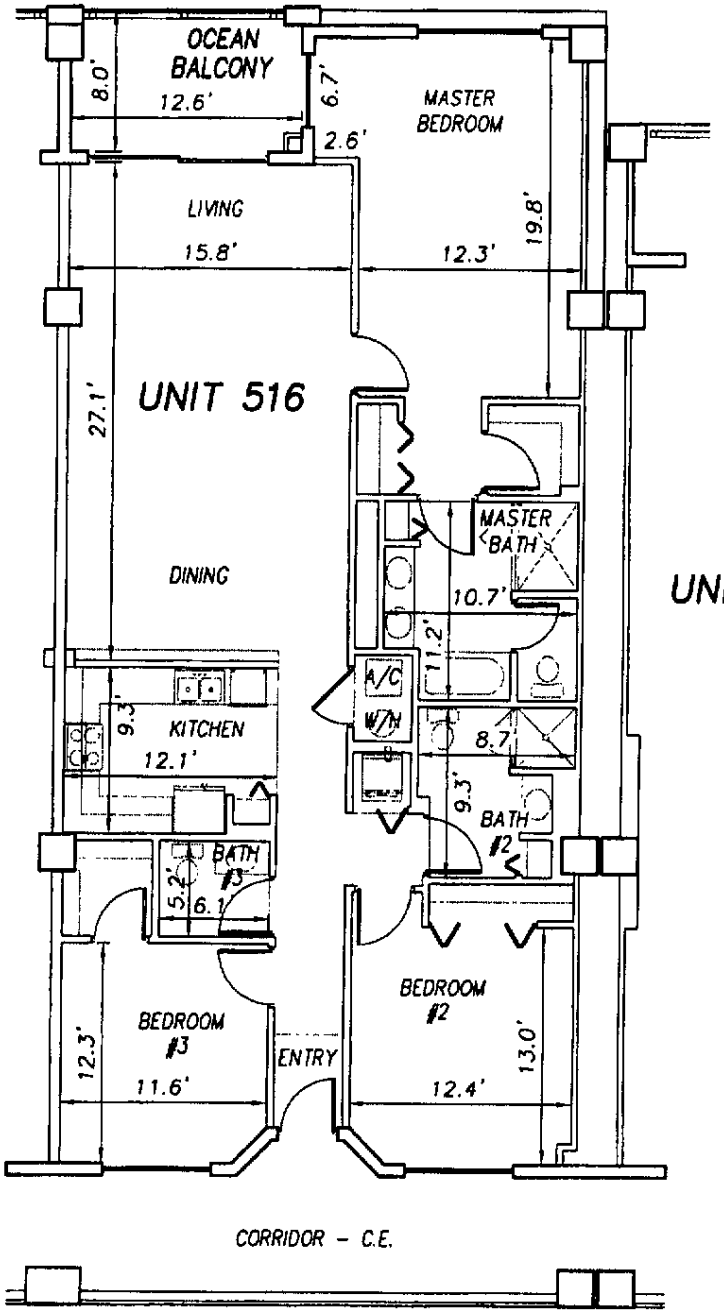

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 516 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-3800 Fax 386-257-1801
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EXHIBIT 'B'

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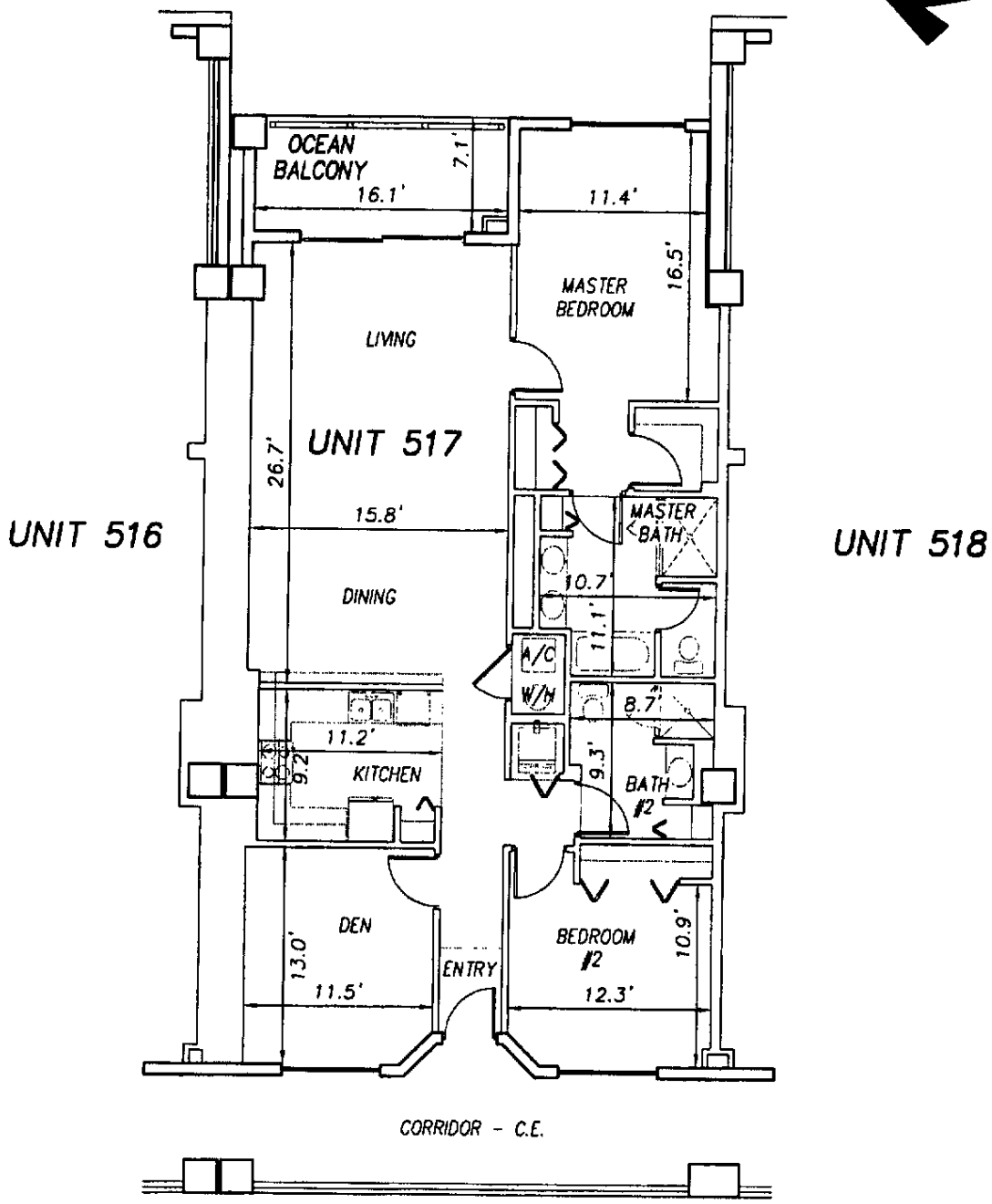

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 517 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1801
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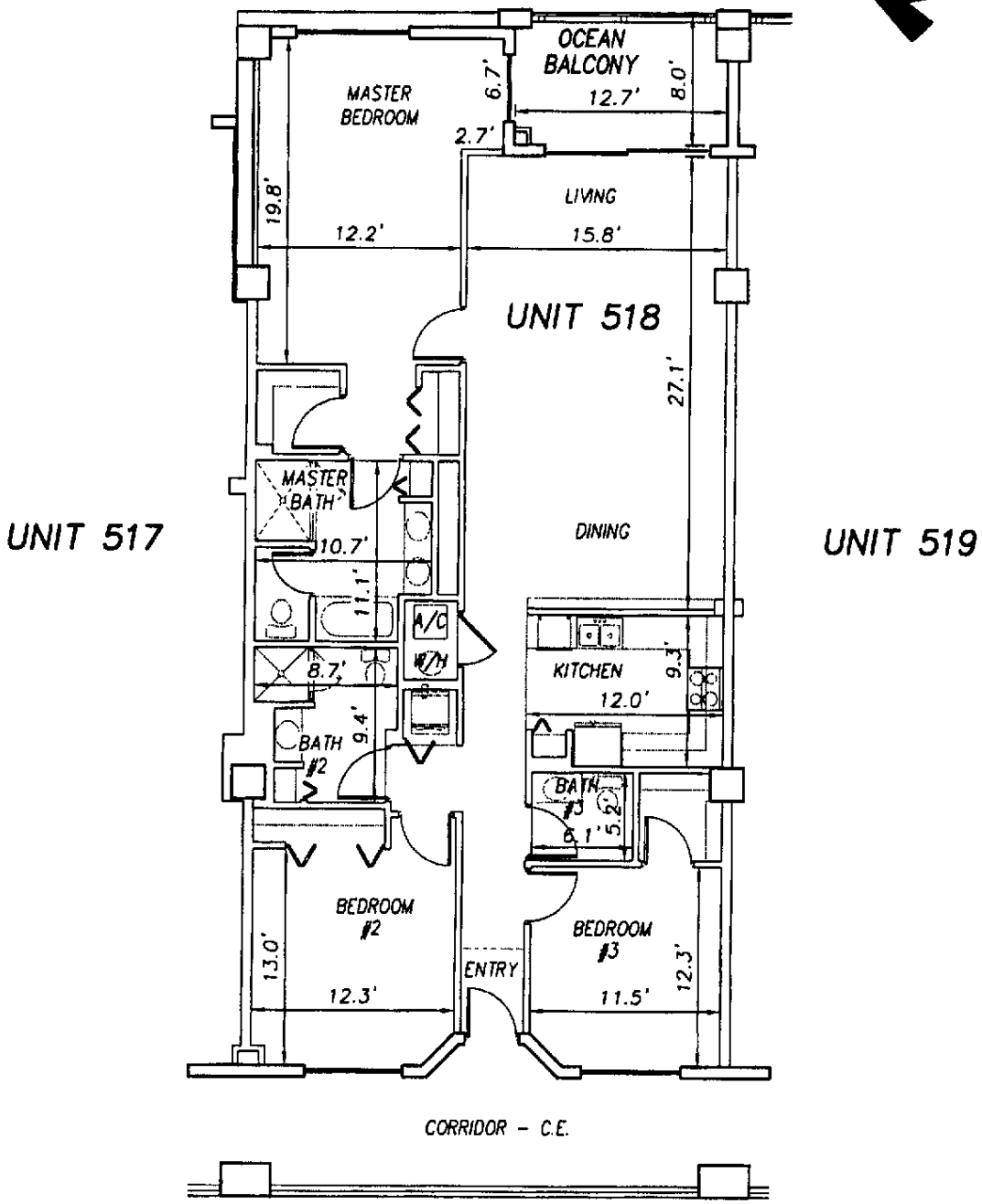

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 518 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
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LB #1132

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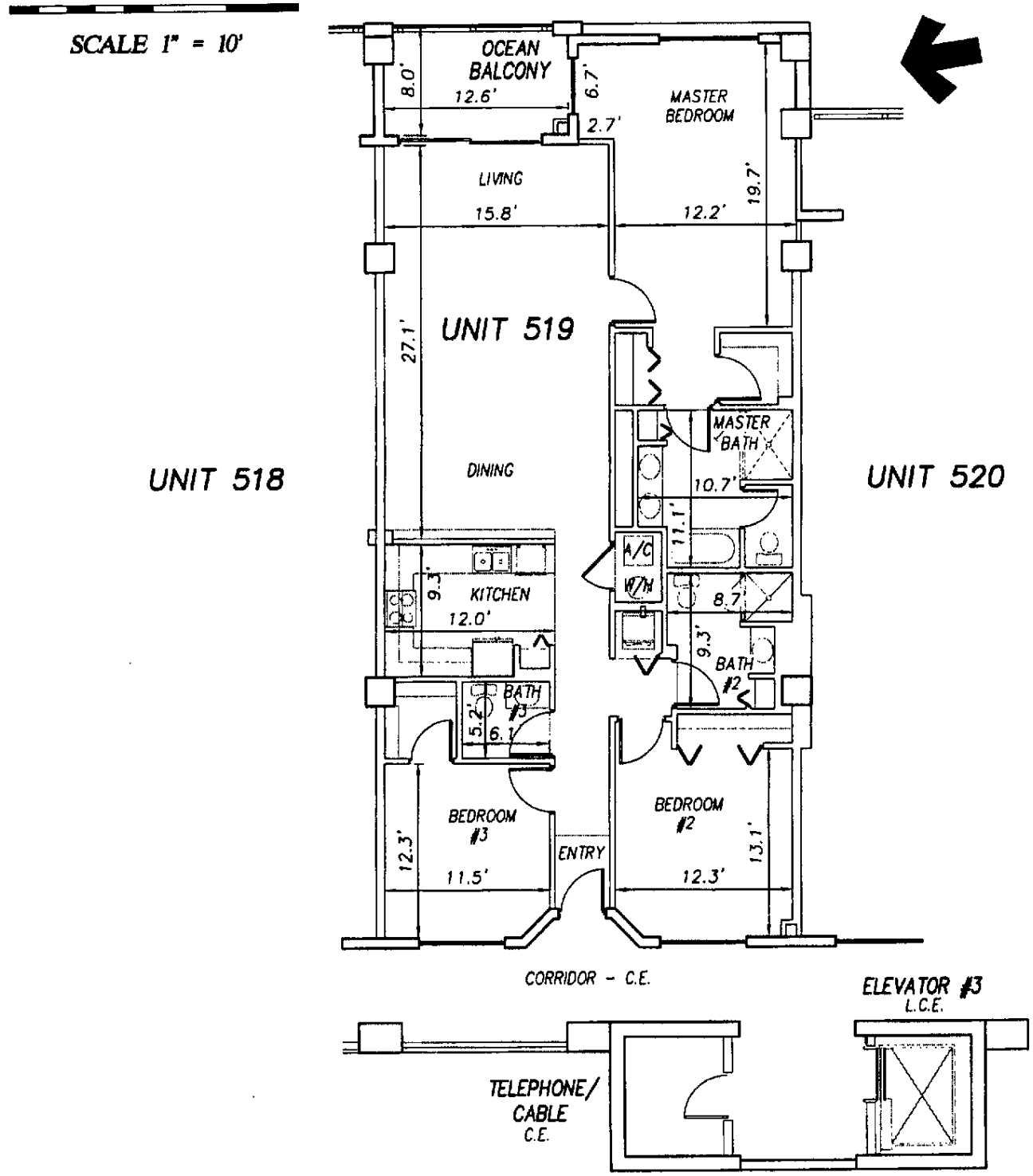

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 519 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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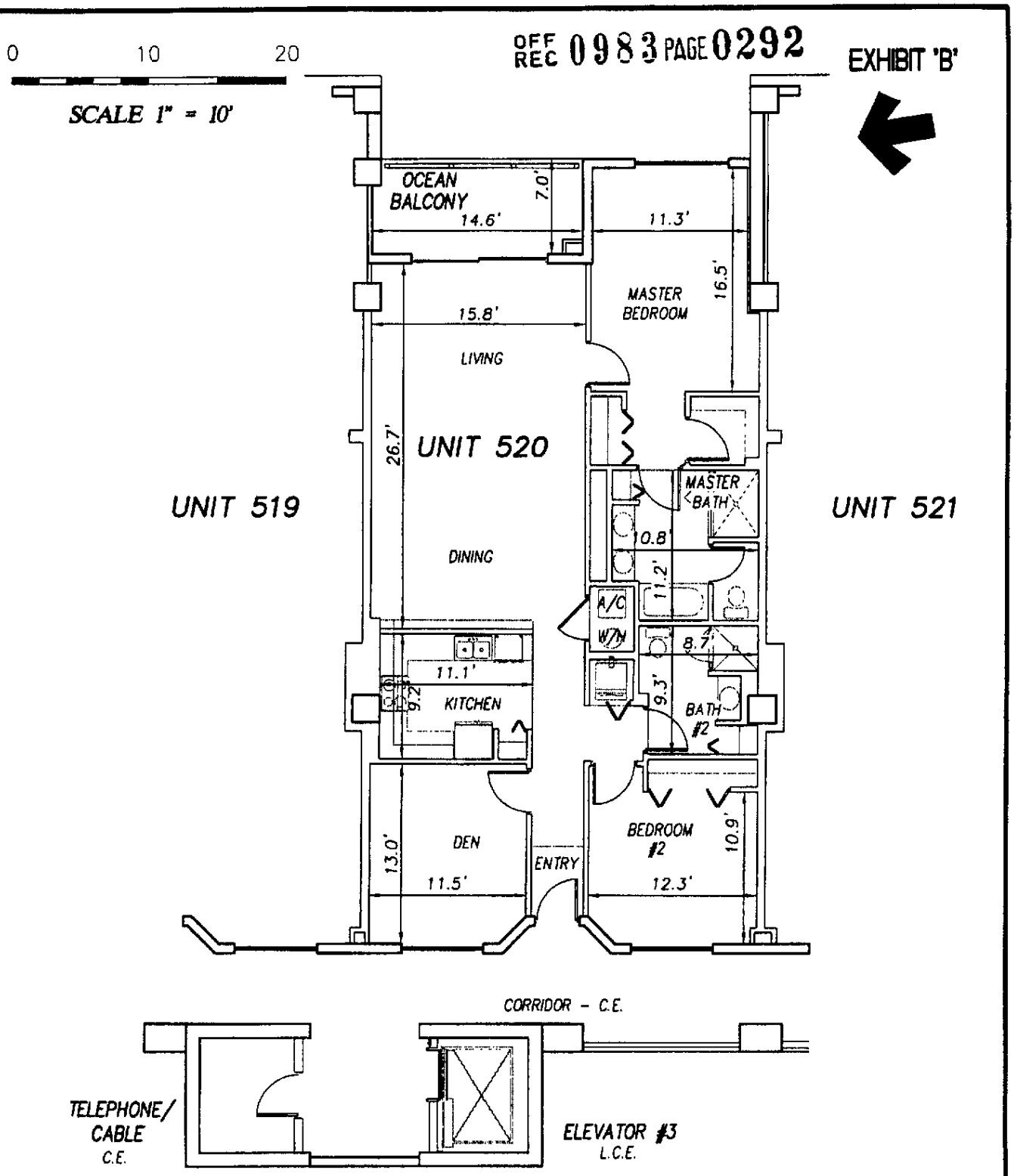

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 520 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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LB #2133

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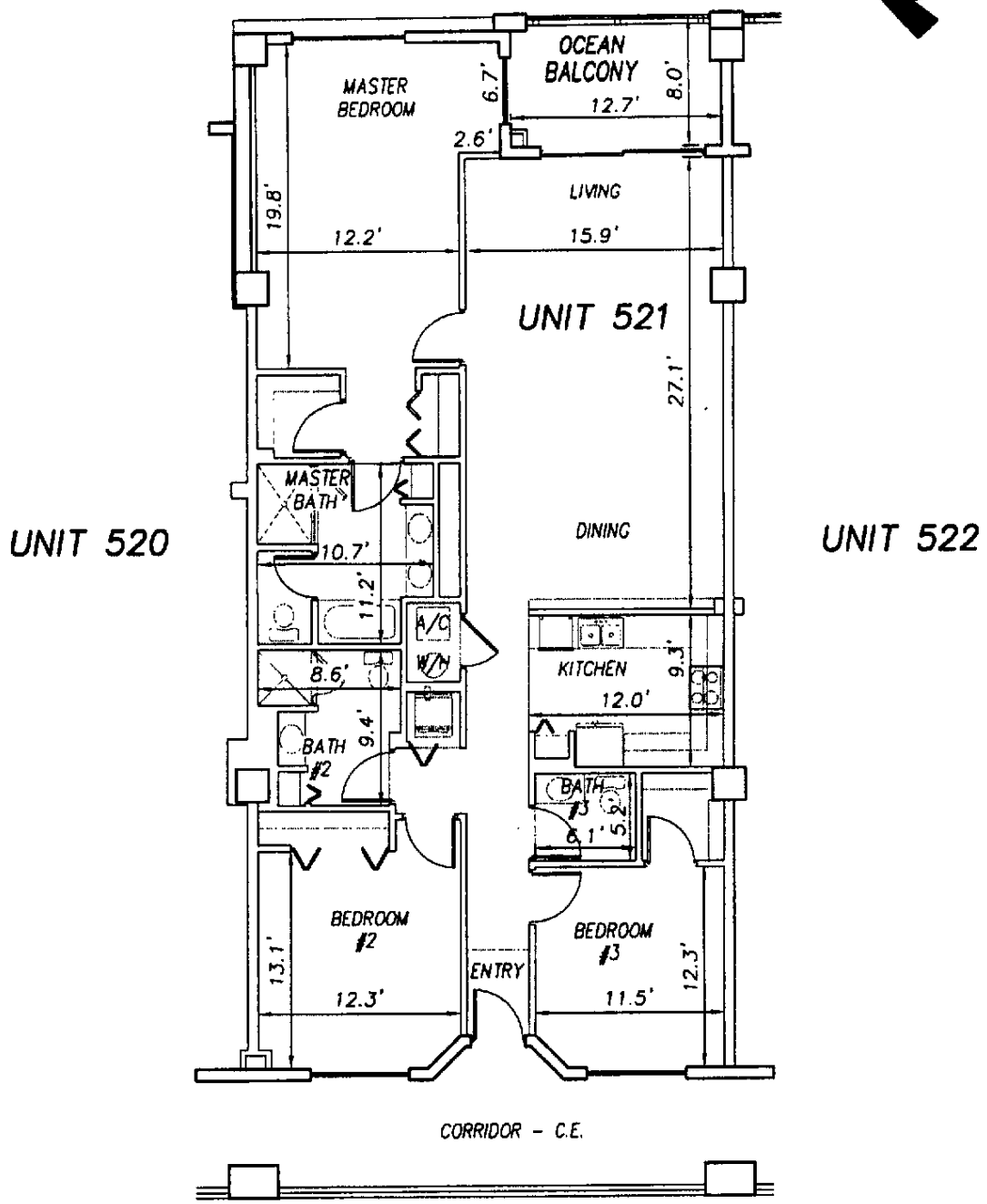
EXHIBIT 'B'

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 521 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 132 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

0 10 20

SCALE 1" = 10'

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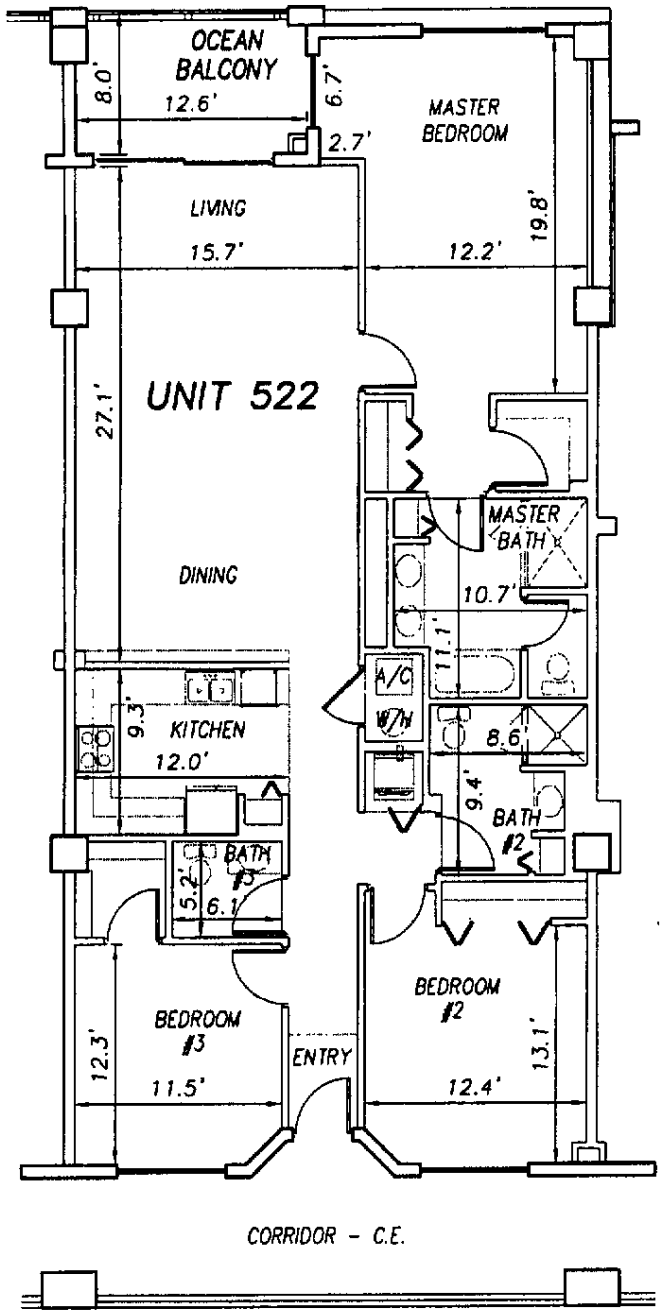

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 522 (South Wing)

TOMOKA ENGINEERING
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EXHIBIT "B"

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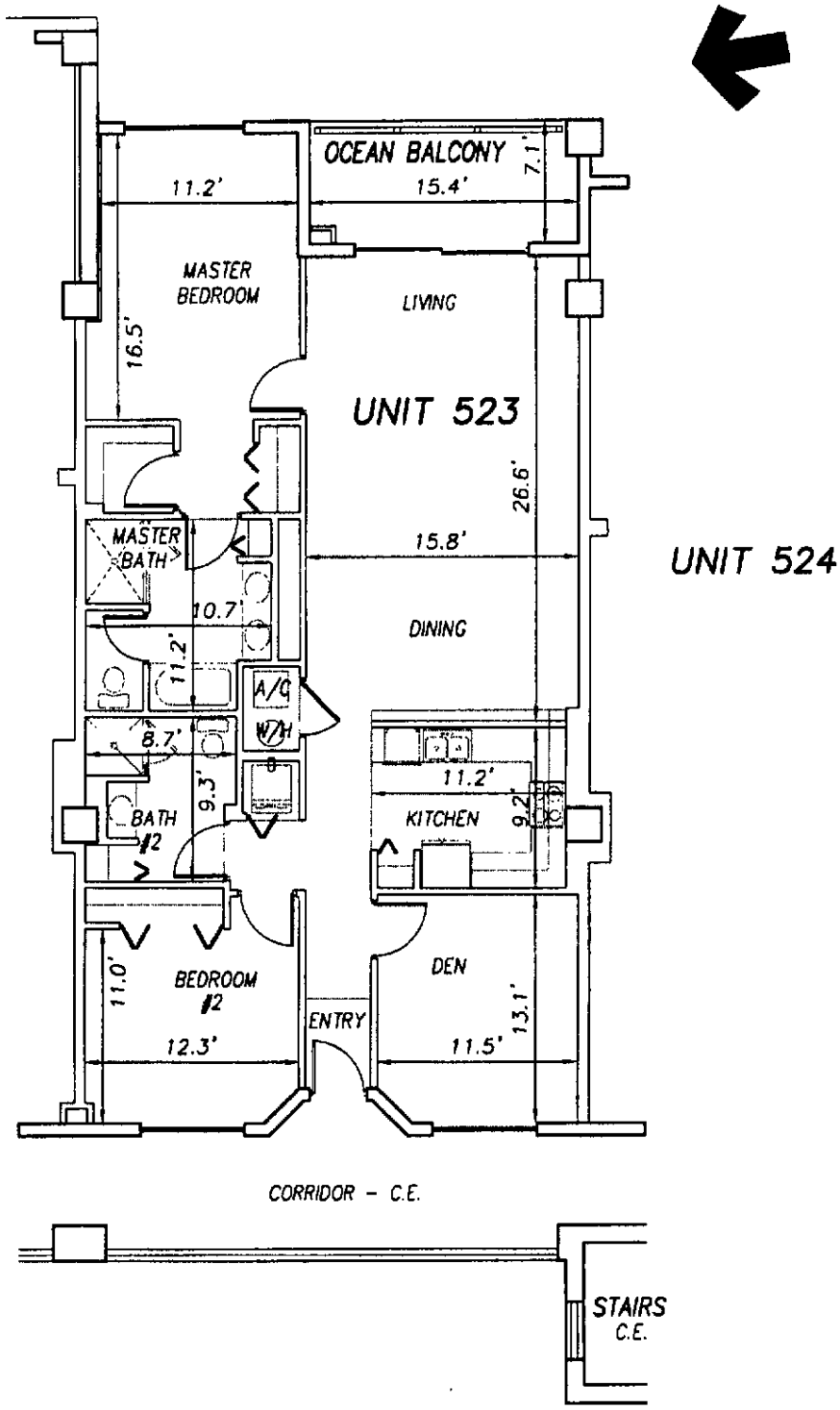
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 523 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 134 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT

EXHIBIT "B"

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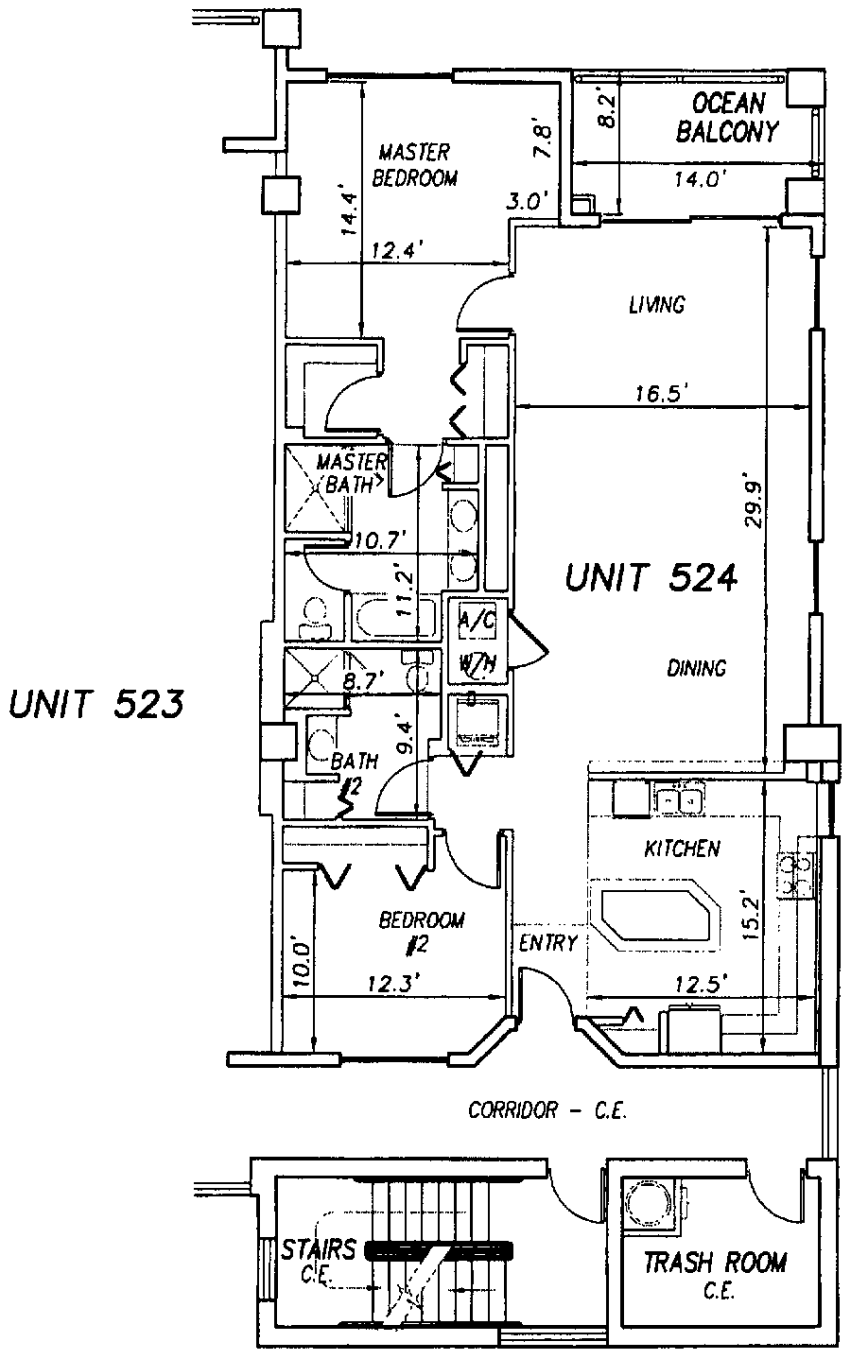
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

FIFTH FLOOR - UNIT 524 (South Wing)

TOMOKA ENGINEERING
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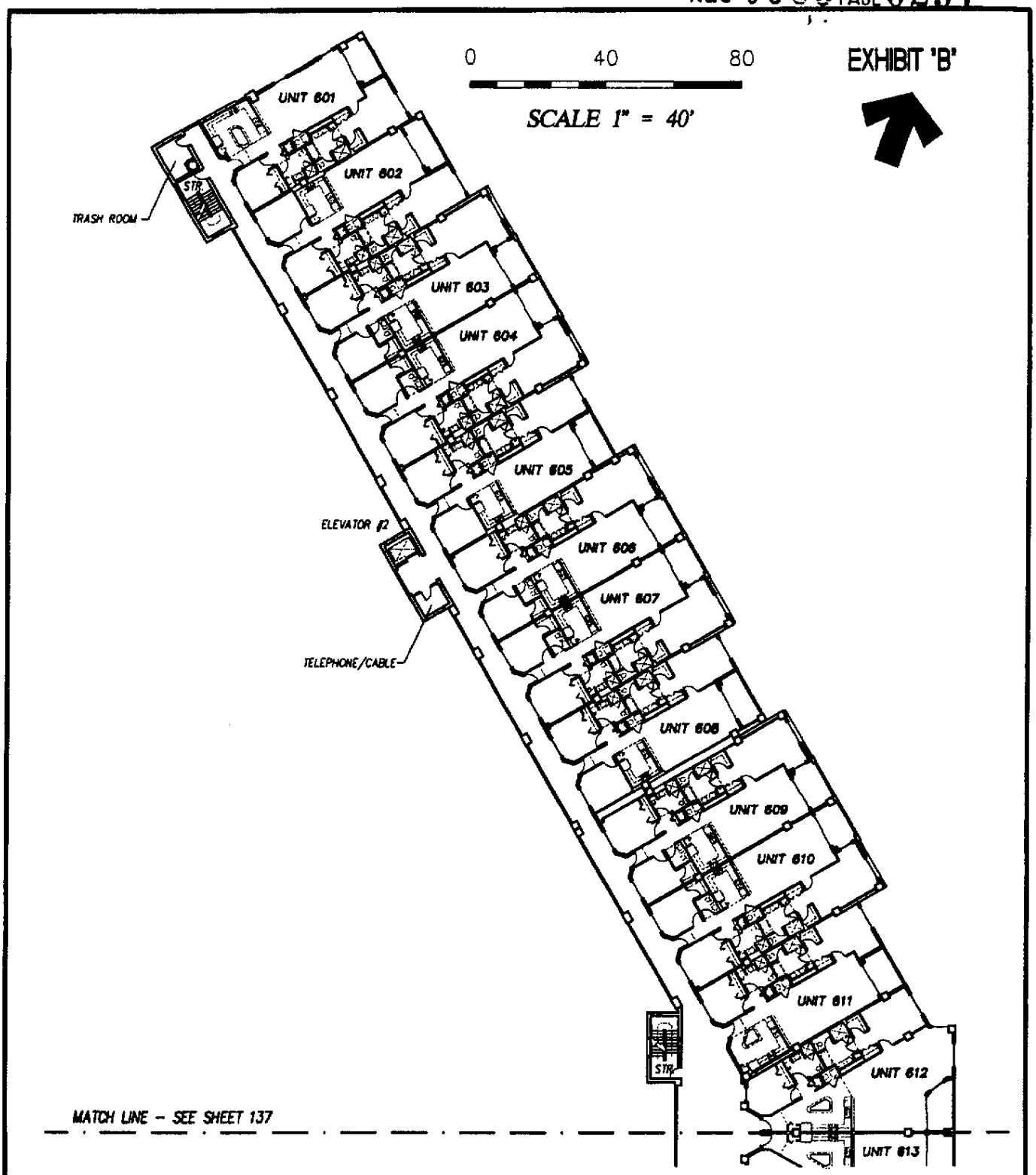
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 135 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 110 - 135 5th Fl.dwg 09/11/2003 10:05:50 AM EDT



SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
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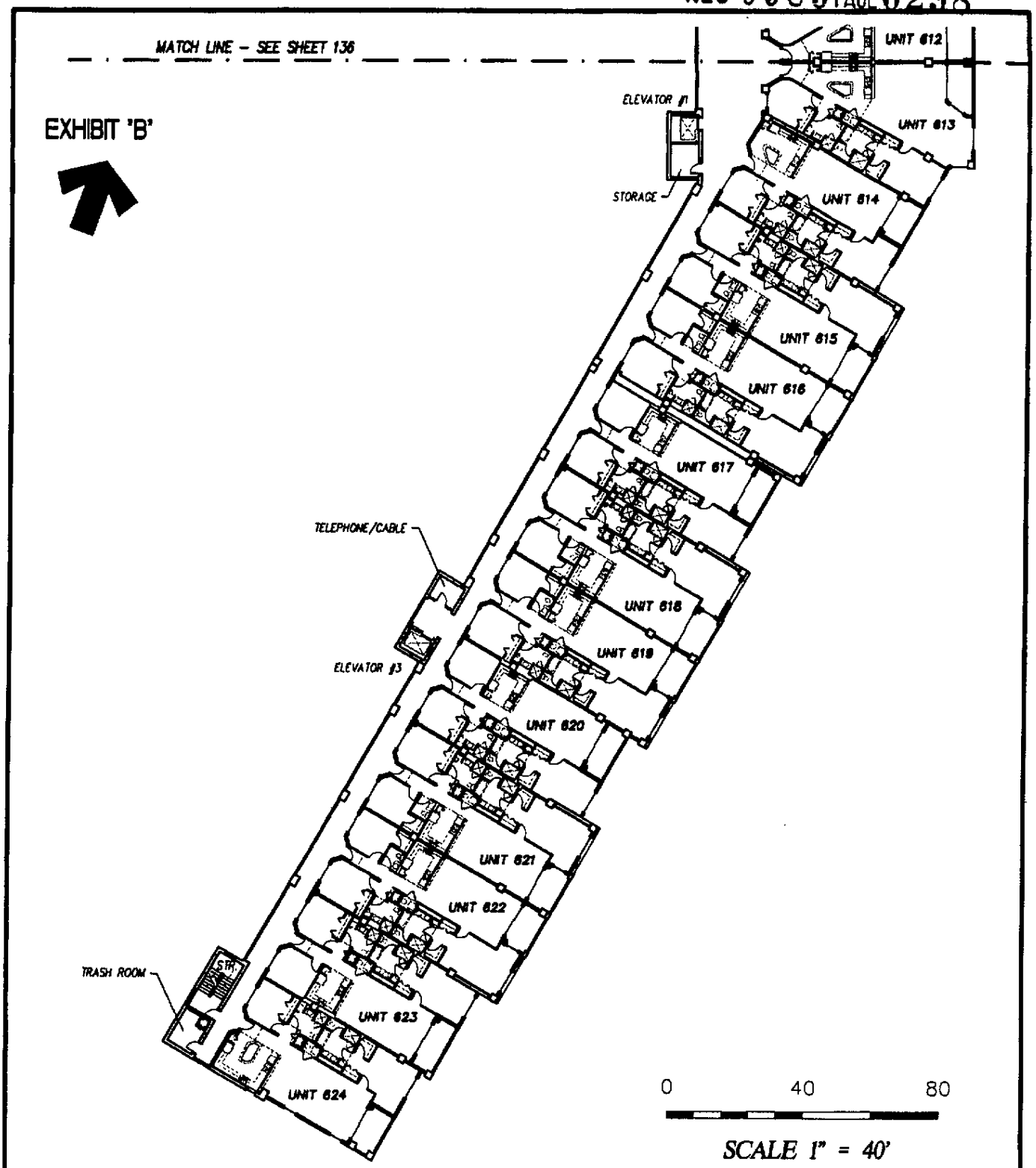
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 136 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 137 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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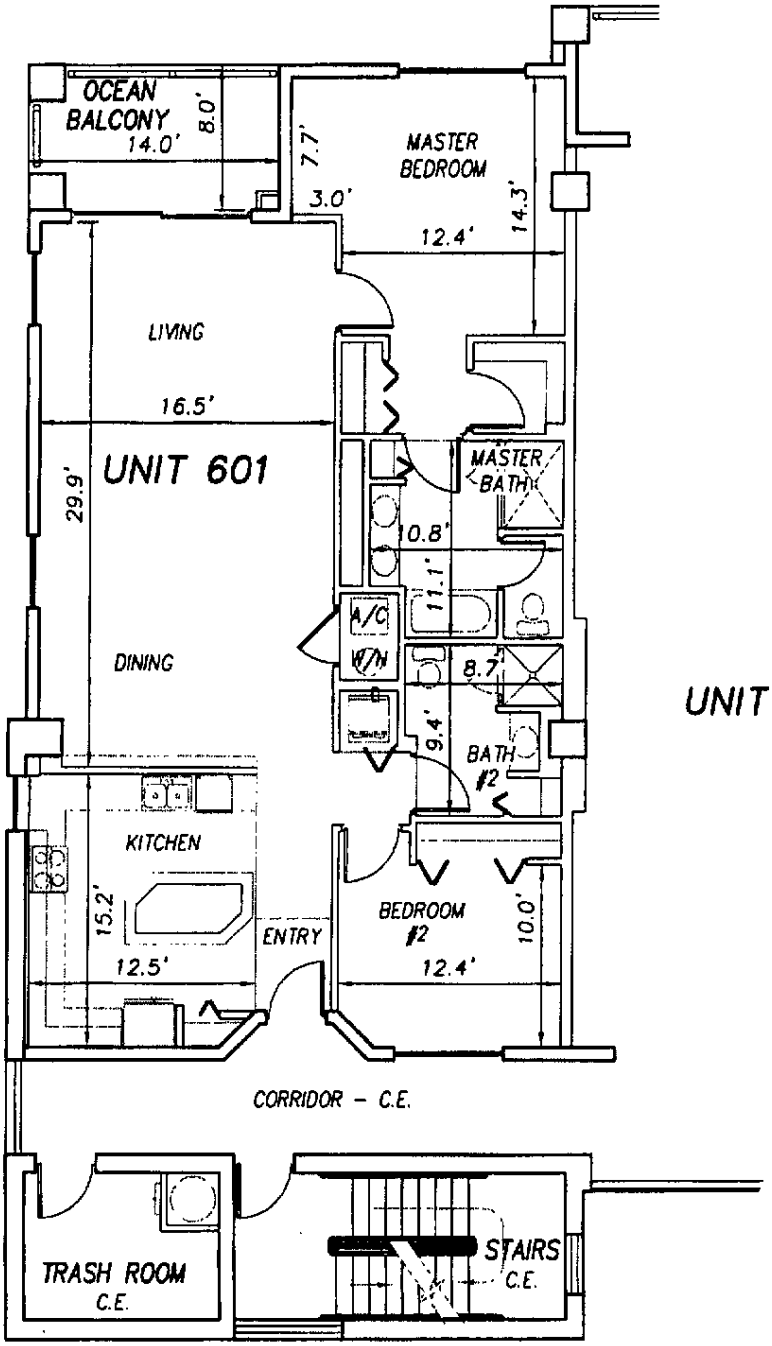

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 601 (North Wing)

TOMOKA ENGINEERING
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Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 138 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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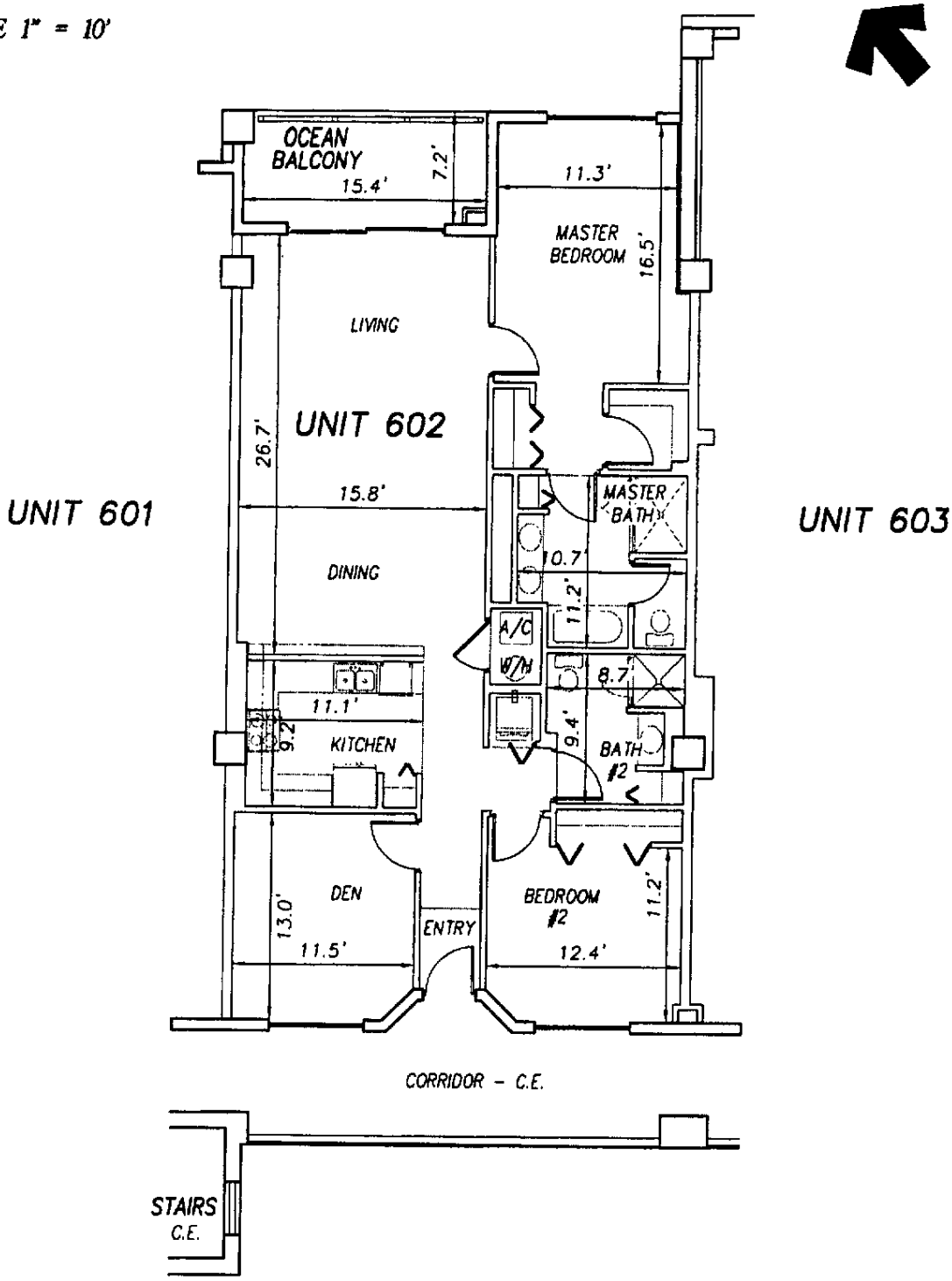

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 602 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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EXHIBIT "B"

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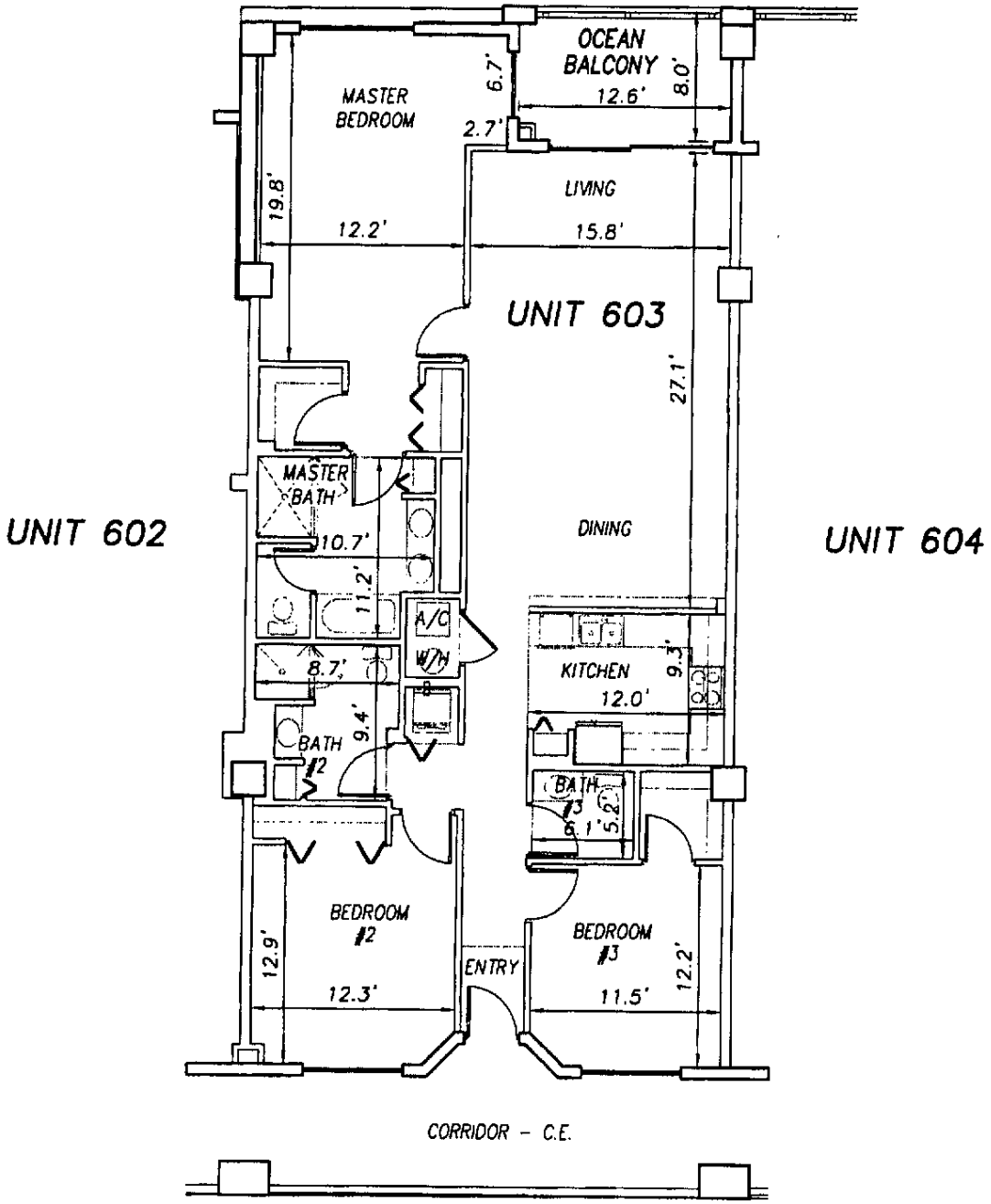
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 603 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 140 OF 213 SHEETS

P:\land projects 12003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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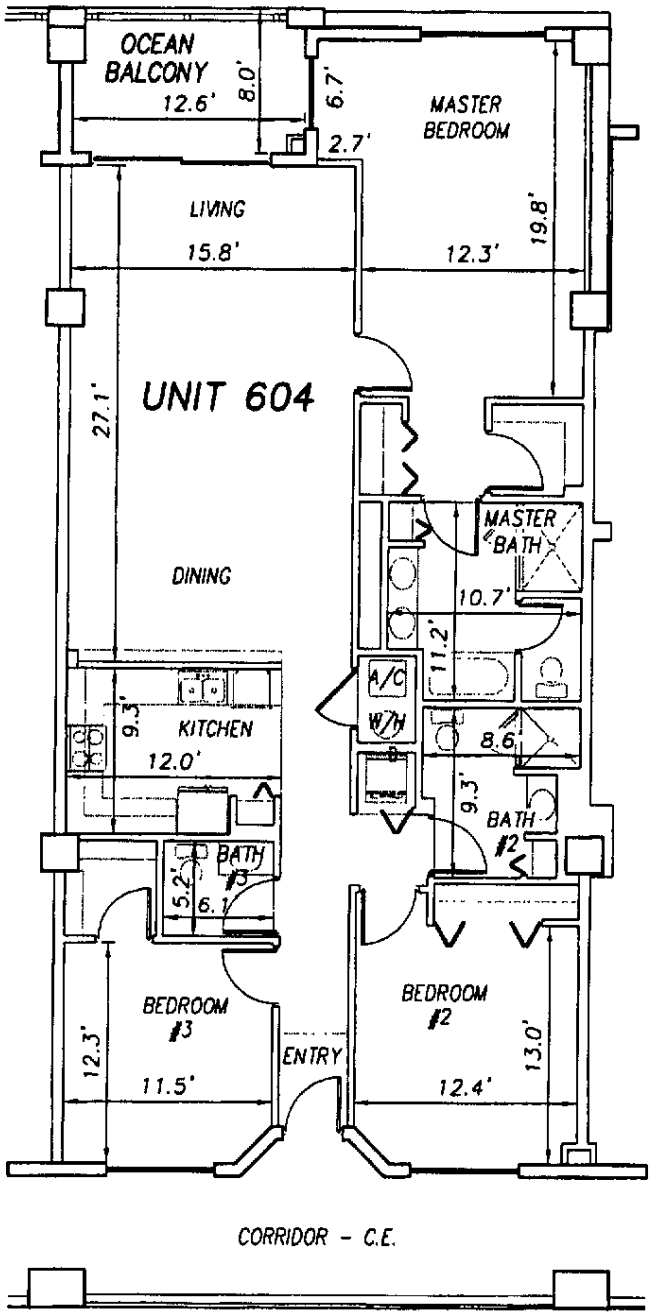

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 604 (North Wing)

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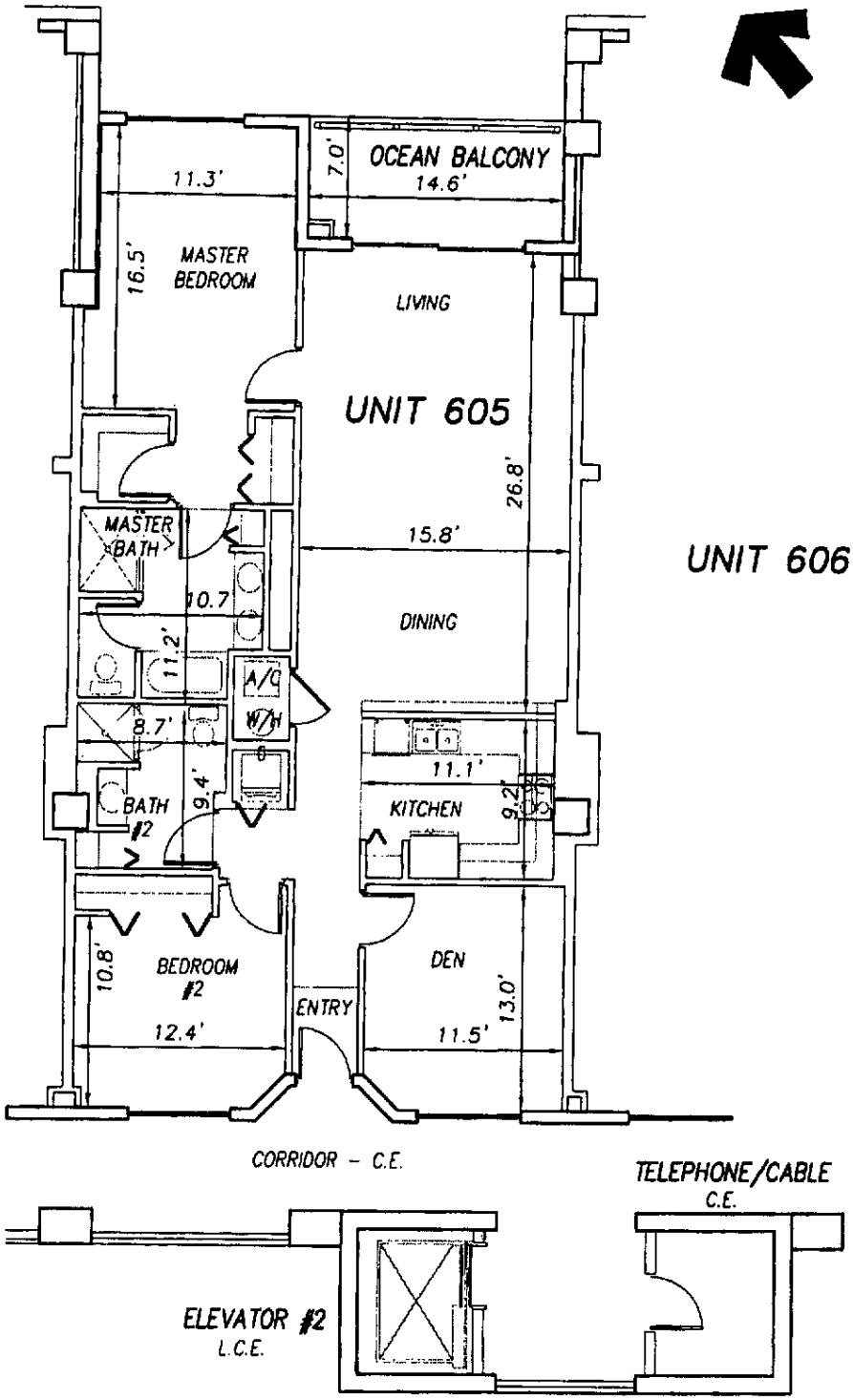
P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT "B"

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 605 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 142 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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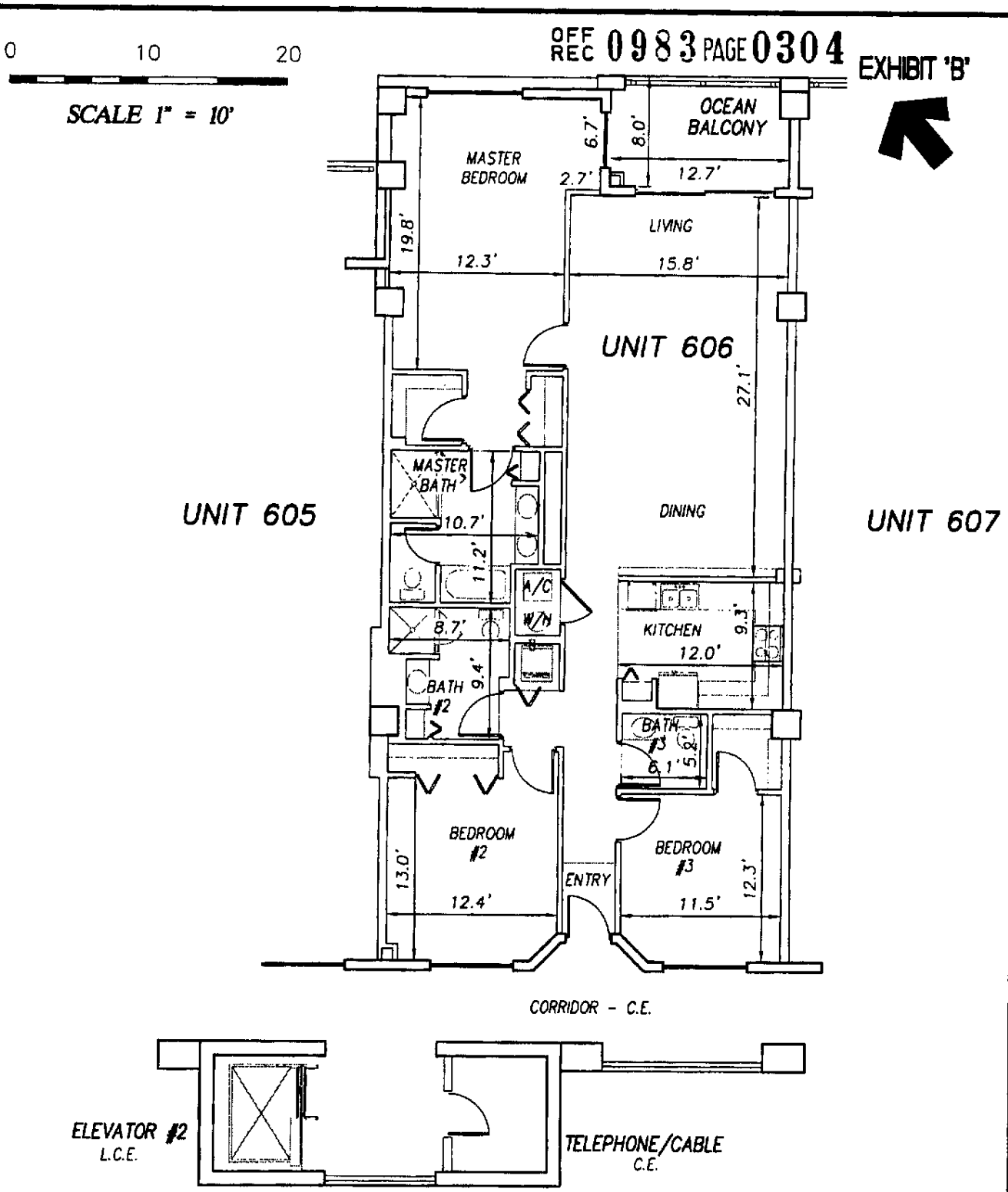

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 606 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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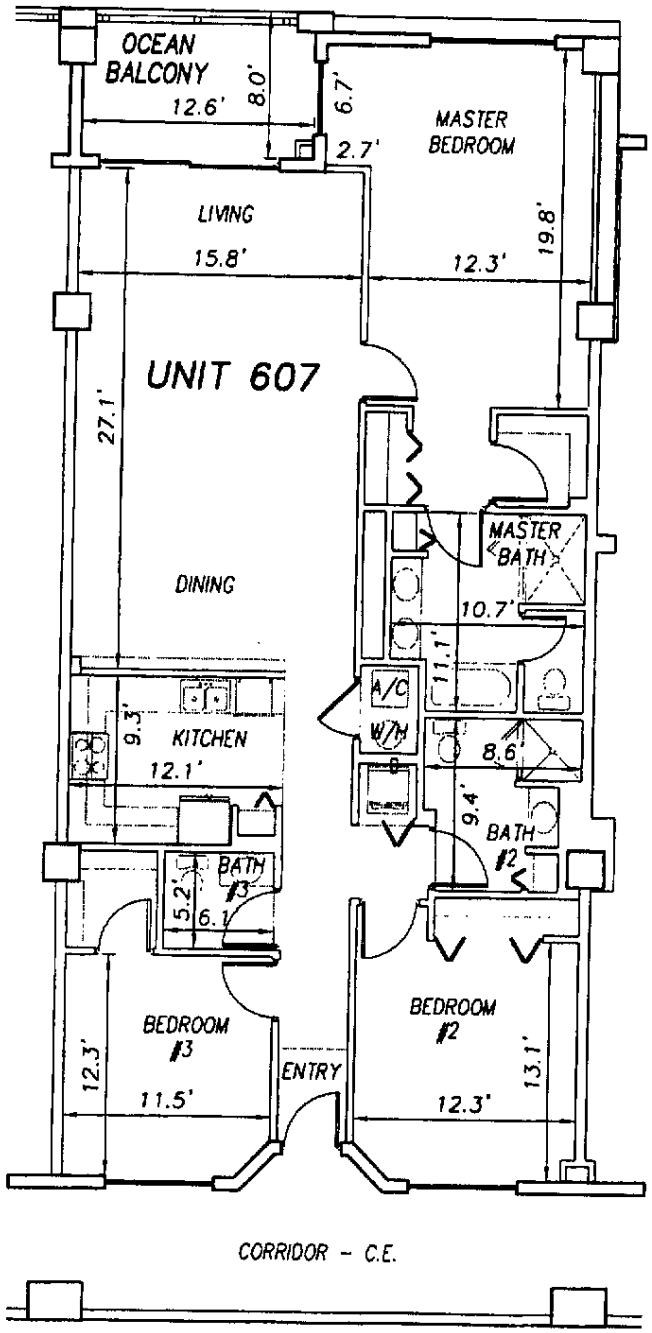
SCALE 1" = 10'

OFF REC 0983 PAGE 0305 EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 607 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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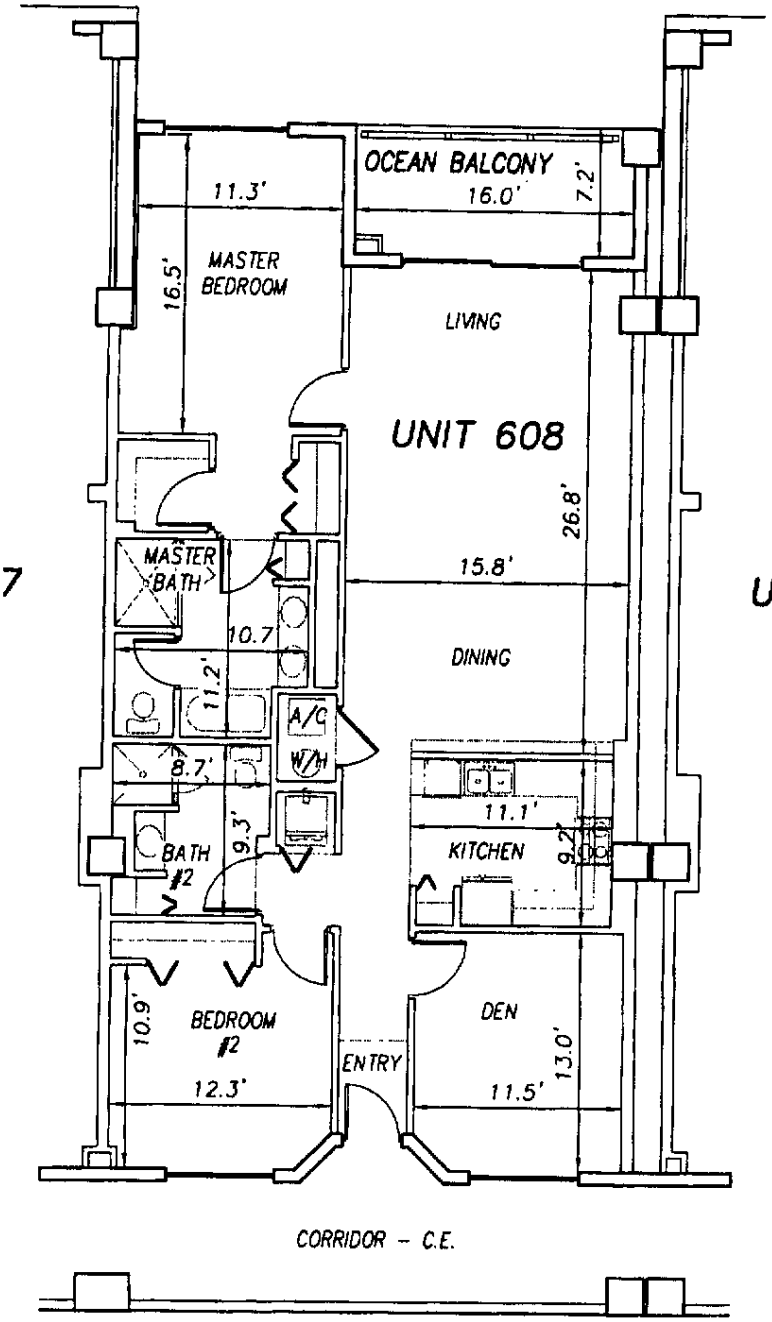
SCALE 1" = 10'

OFF REC 0983 PAGE 0306

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 608 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave., Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 145 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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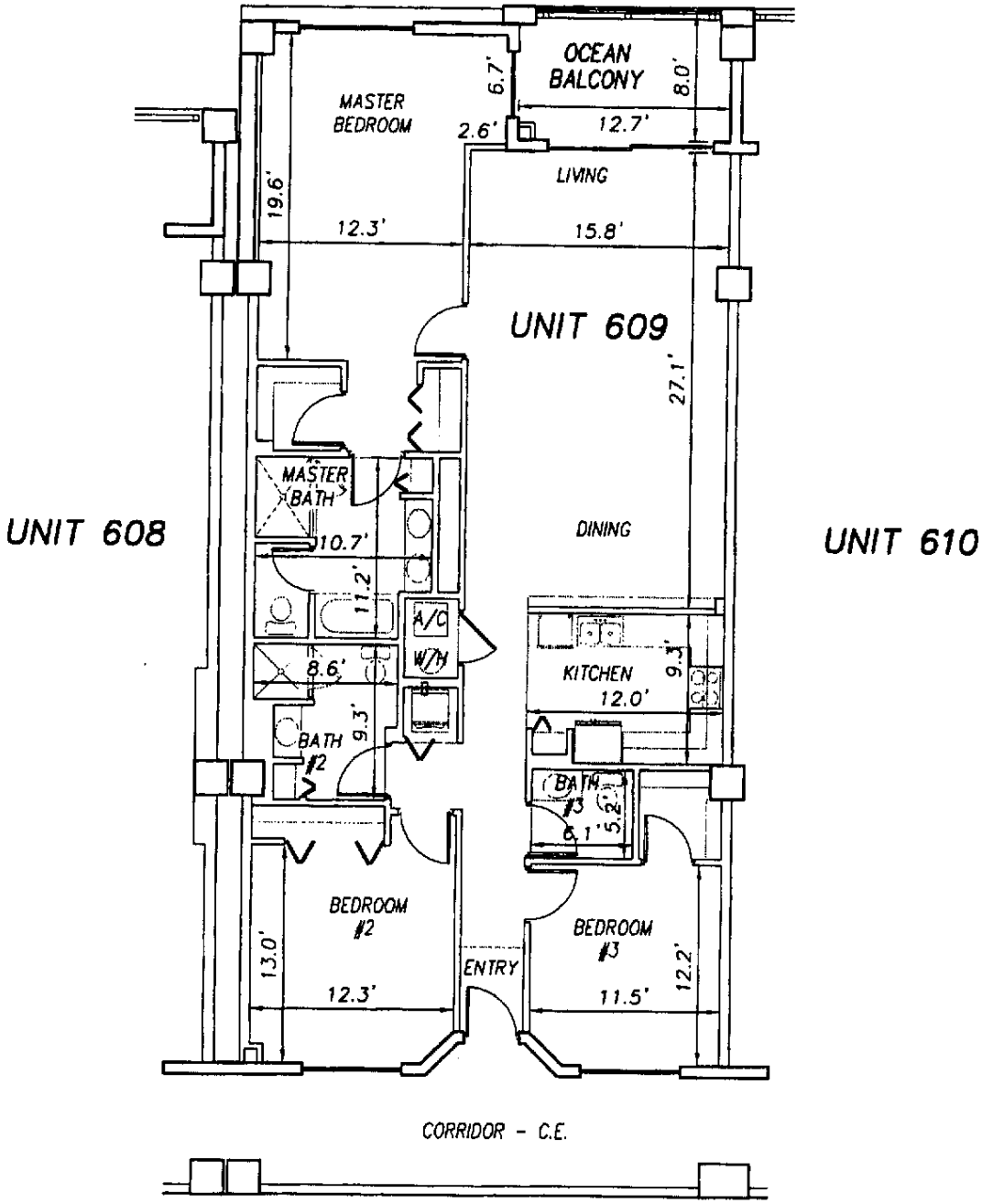

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 609 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 146 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT "B"

0 10 20

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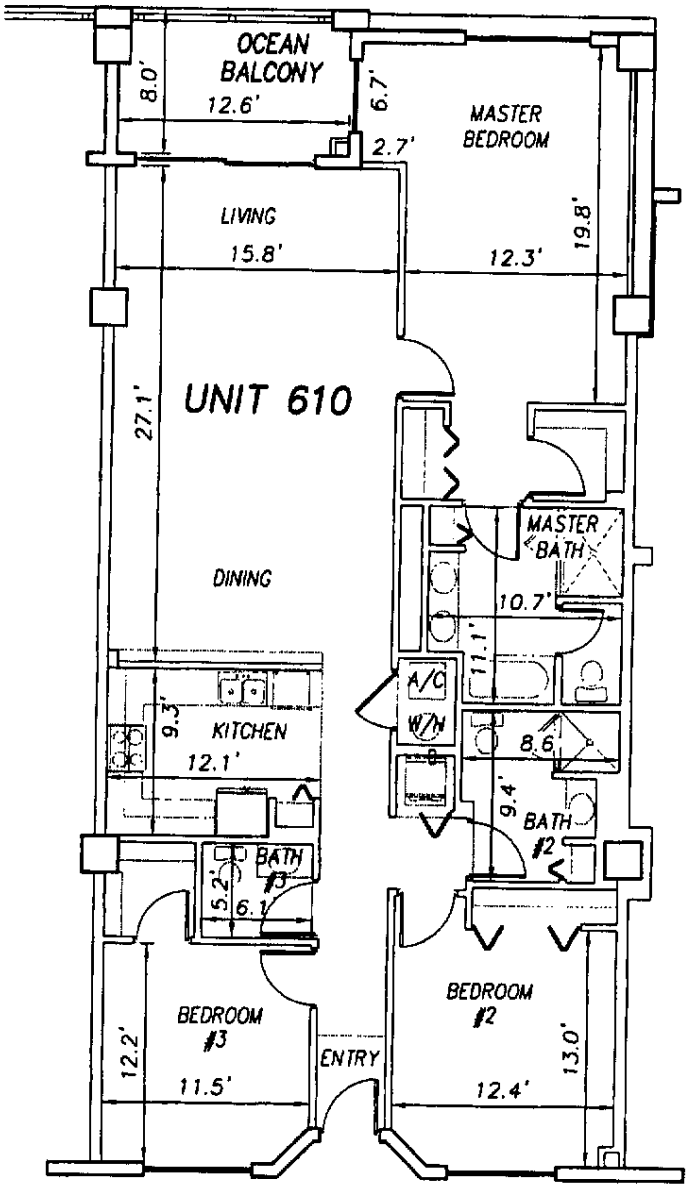

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 610 (North Wing)

TOMOKA ENGINEERING
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LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 147 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT "B"

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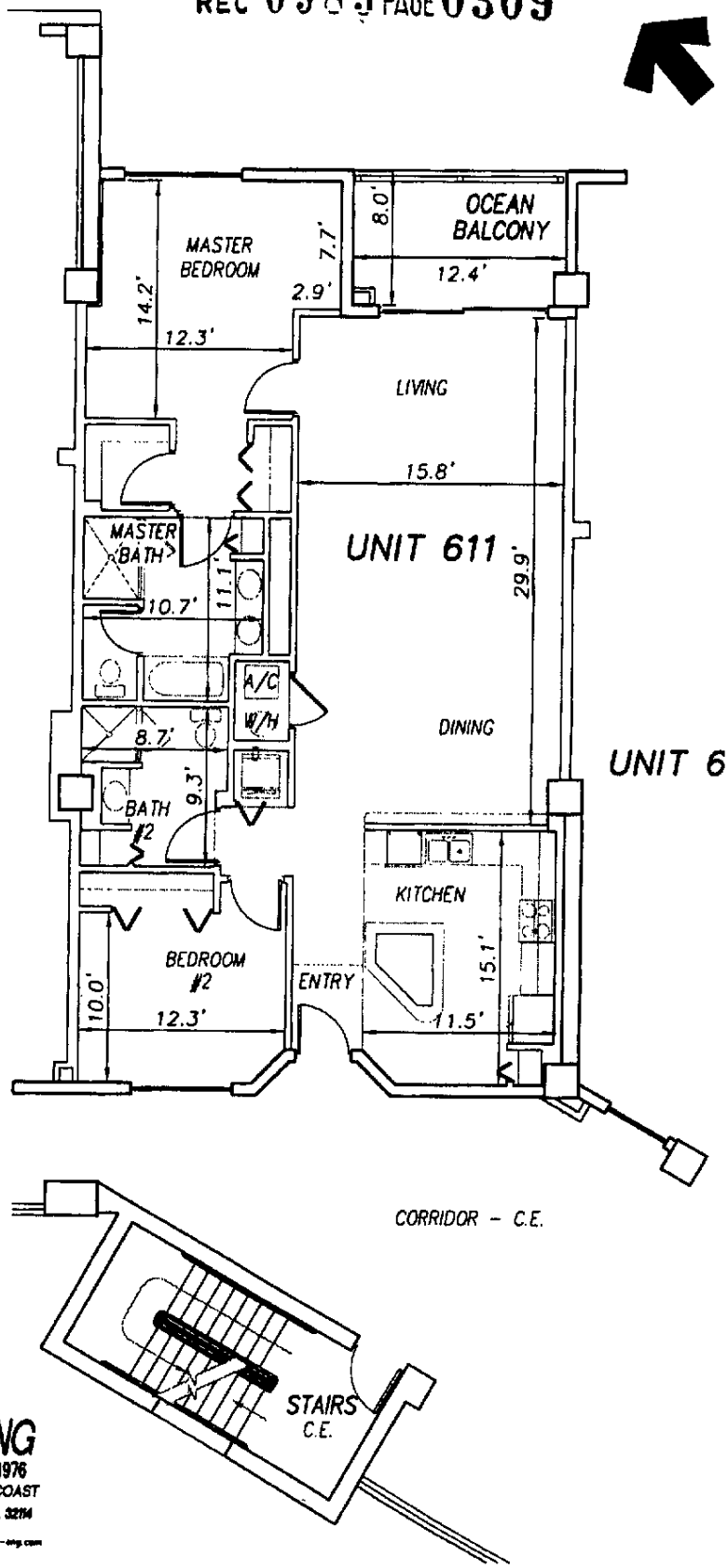
SCALE 1" = 10'



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 611 (North Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 148 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

0 10 20

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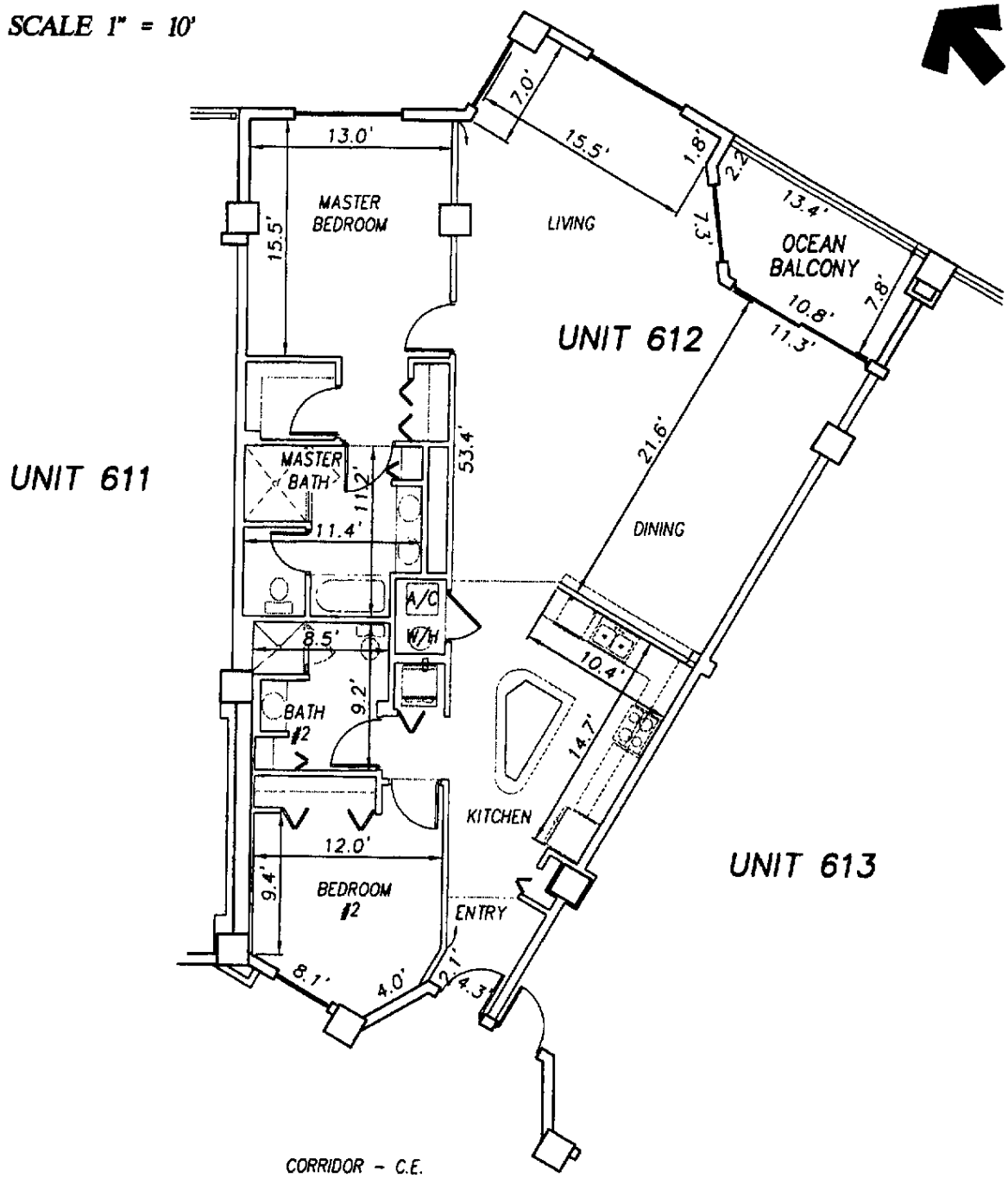

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 612 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

0 10 20

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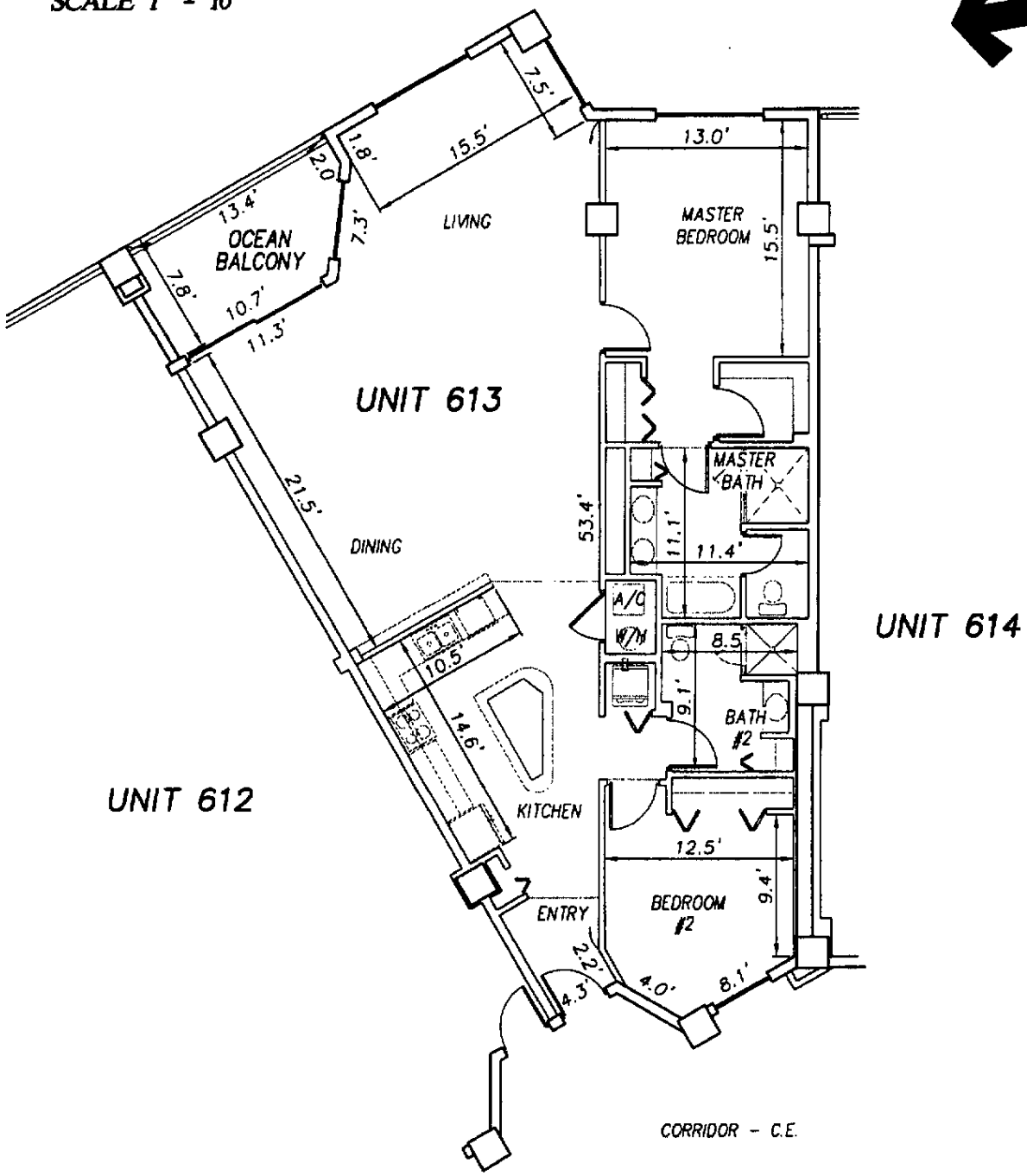

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 613 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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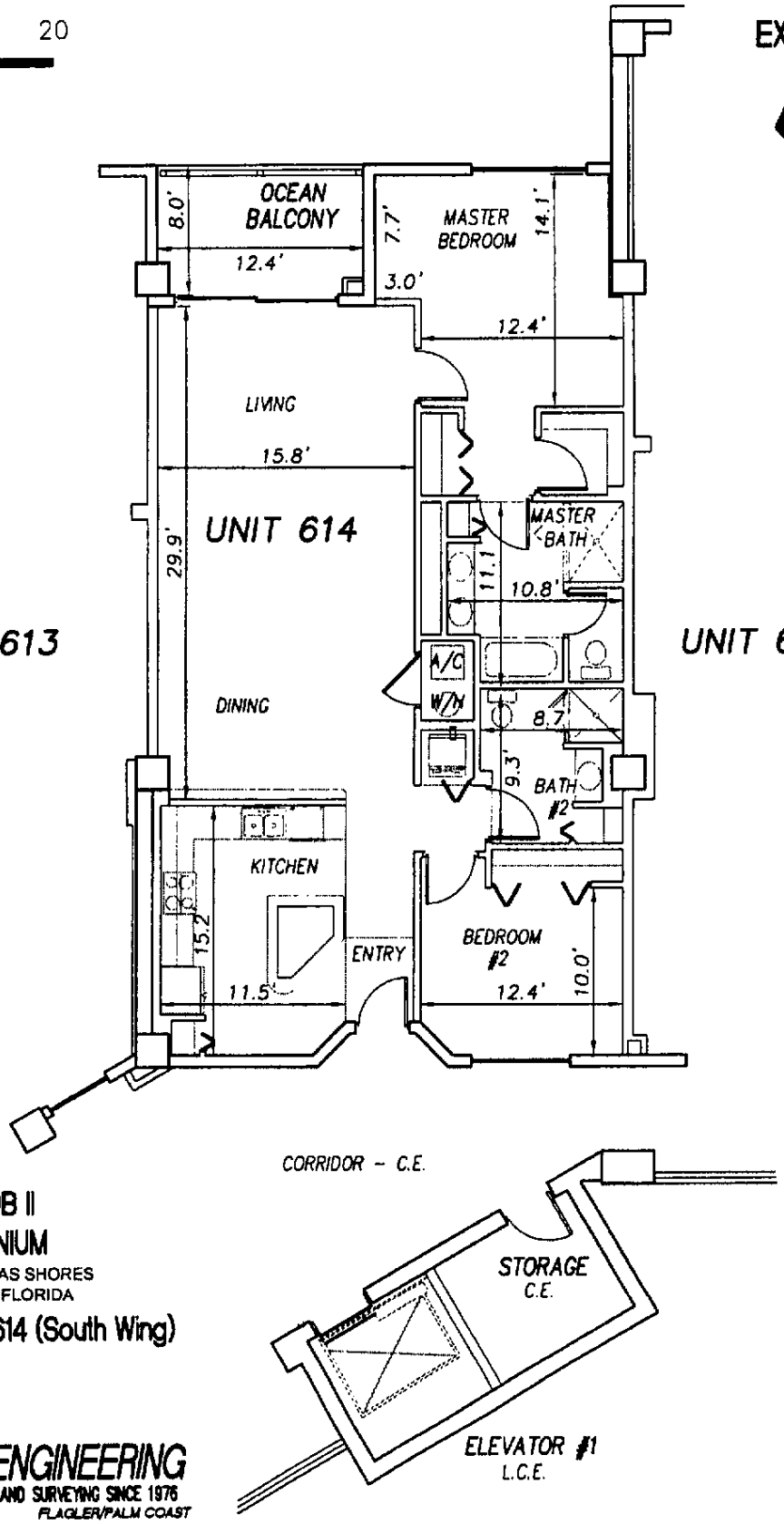
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 150 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

0 10 20

SCALE 1" = 10'

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 614 (South Wing)

TOMOKA ENGINEERING
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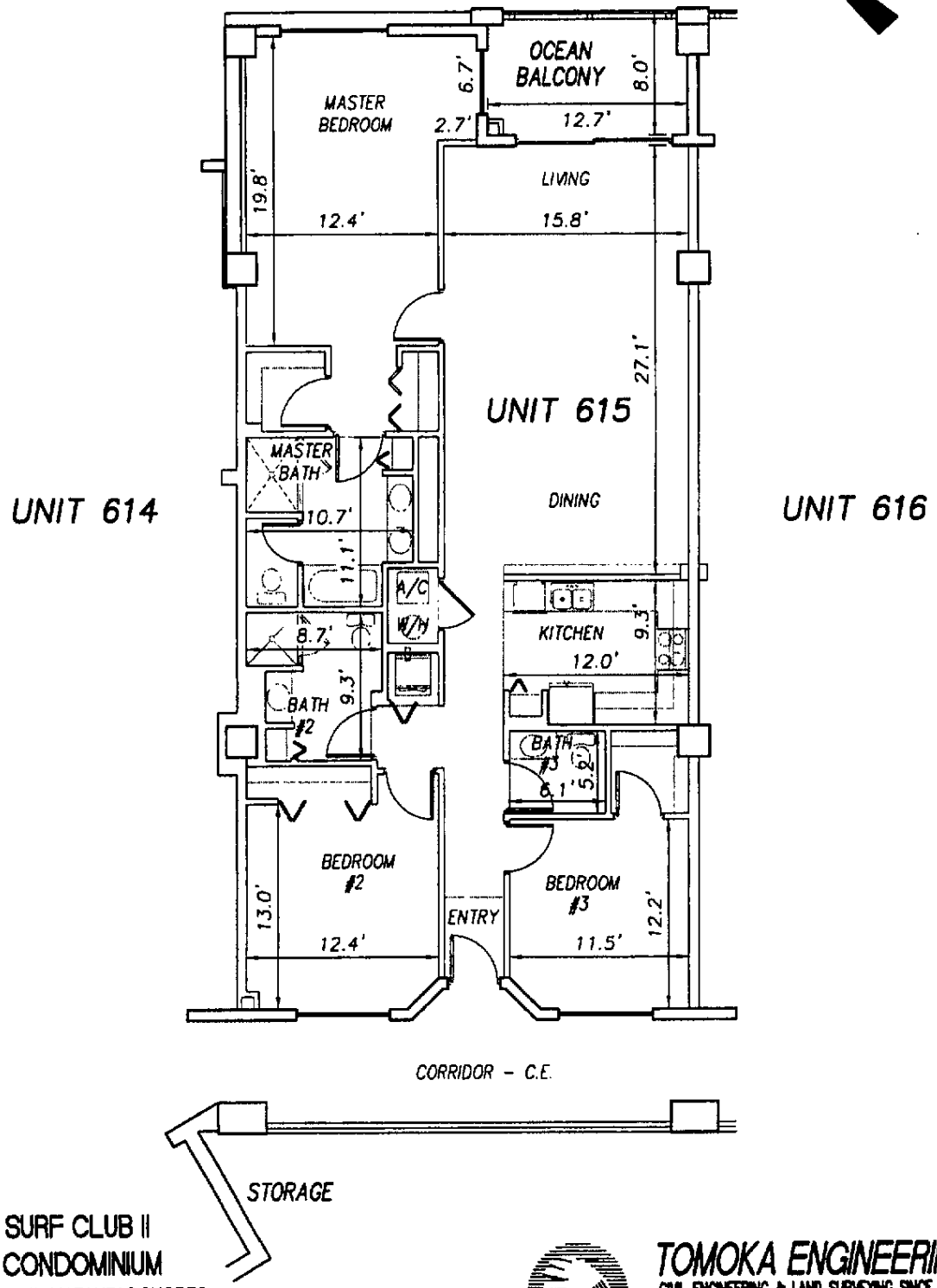
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 151 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 615 (South Wing)

TOMOKA ENGINEERING
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Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 152 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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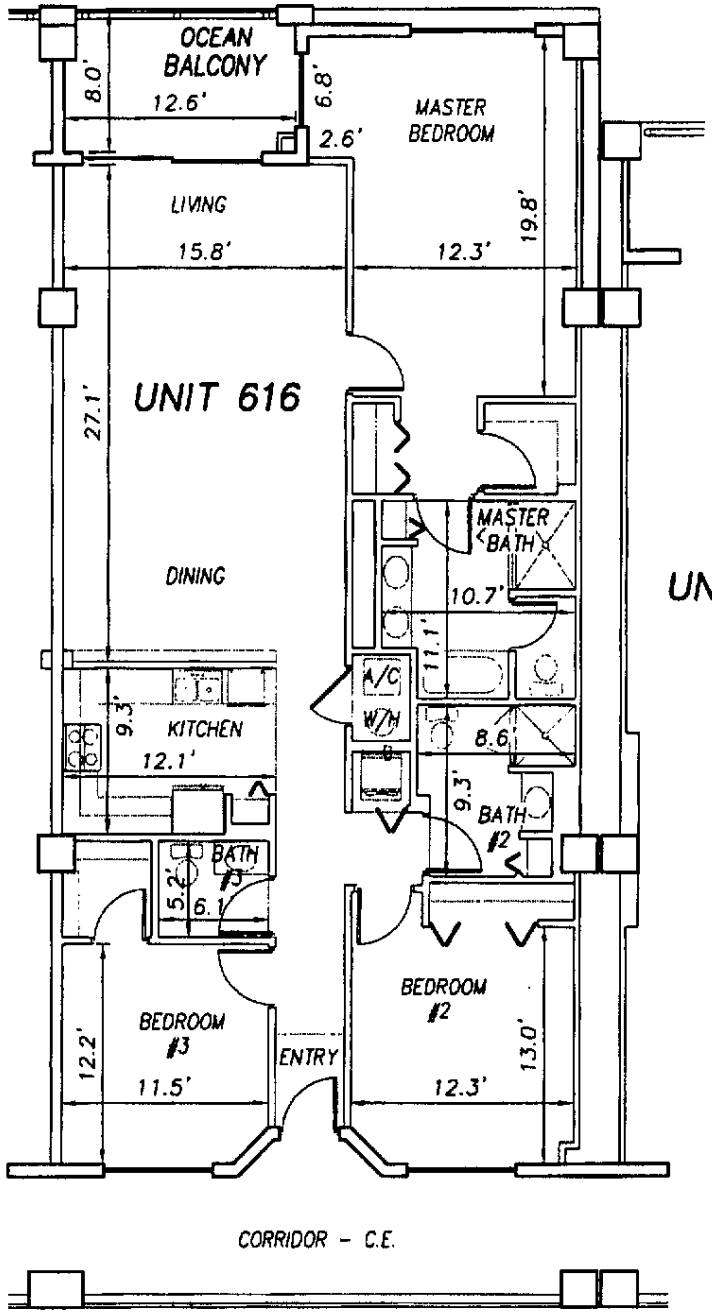
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 616 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 1.36 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

0 10 20

SCALE 1" = 10'

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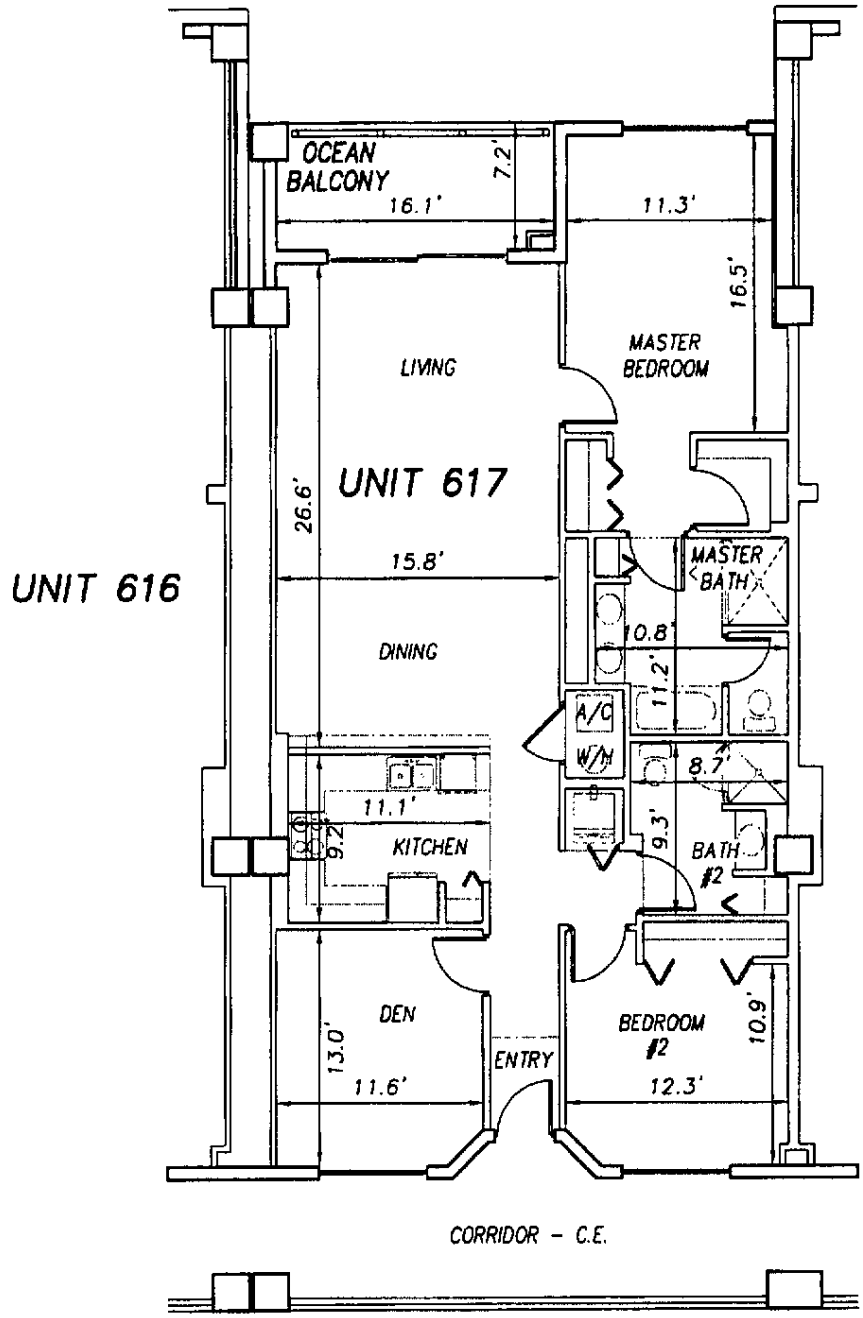

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 617 (South Wing)

TOMOKA ENGINEERING
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Phone 386-257-1900 Fax 386-257-1901

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 154 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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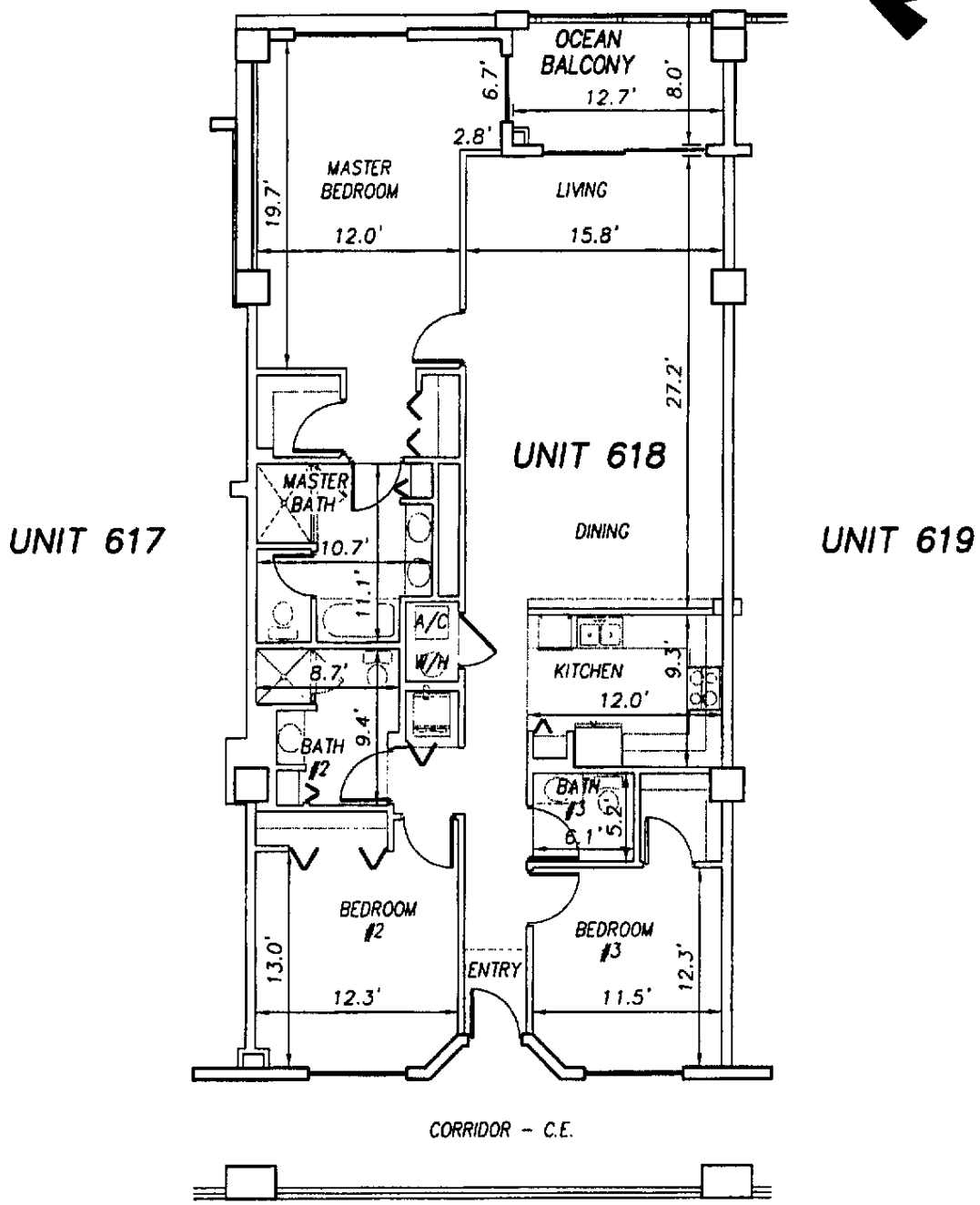
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 618 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 155 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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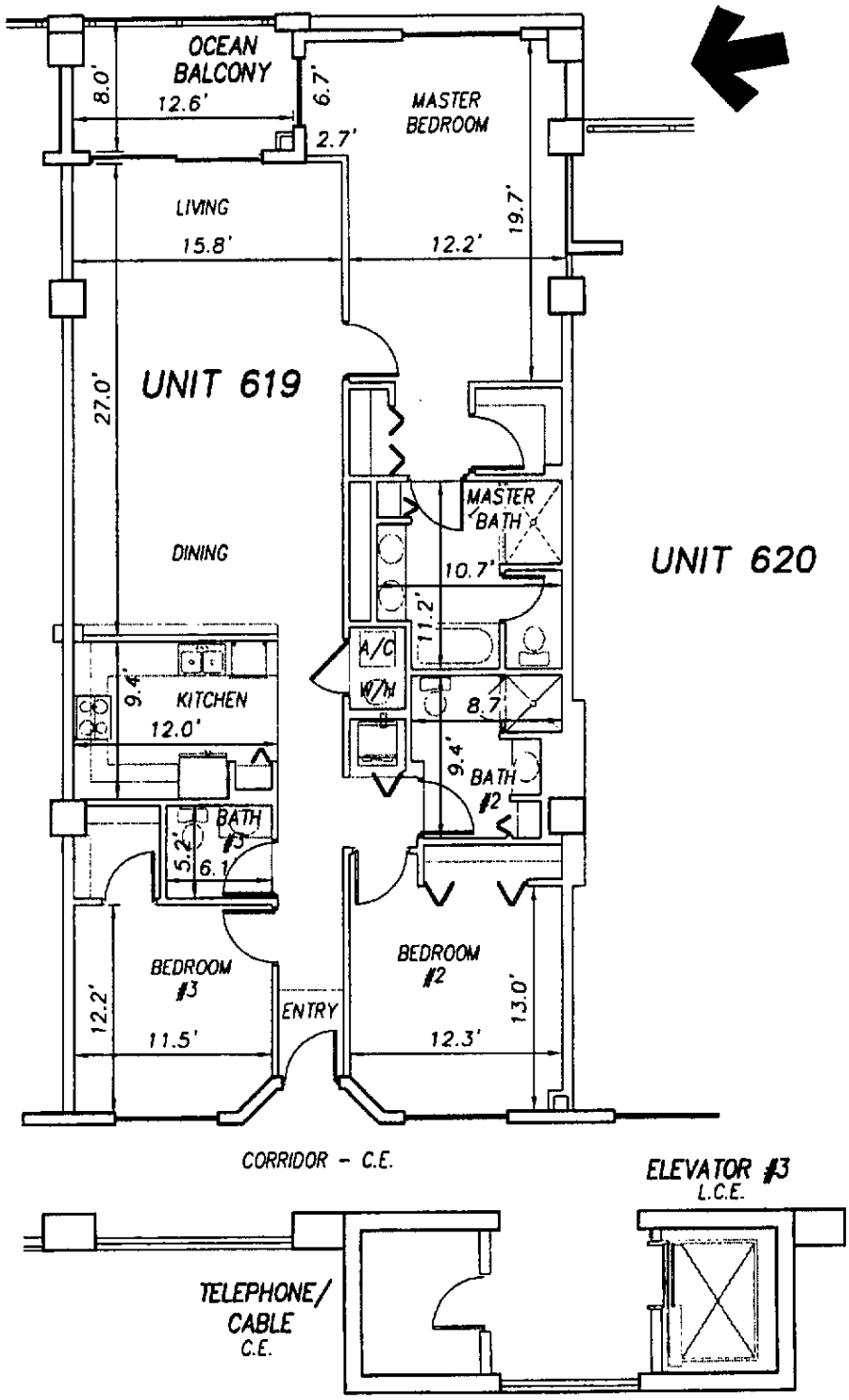
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 619 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomokaengineering.com
LB #2733

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 156 OF 213 SHEETS

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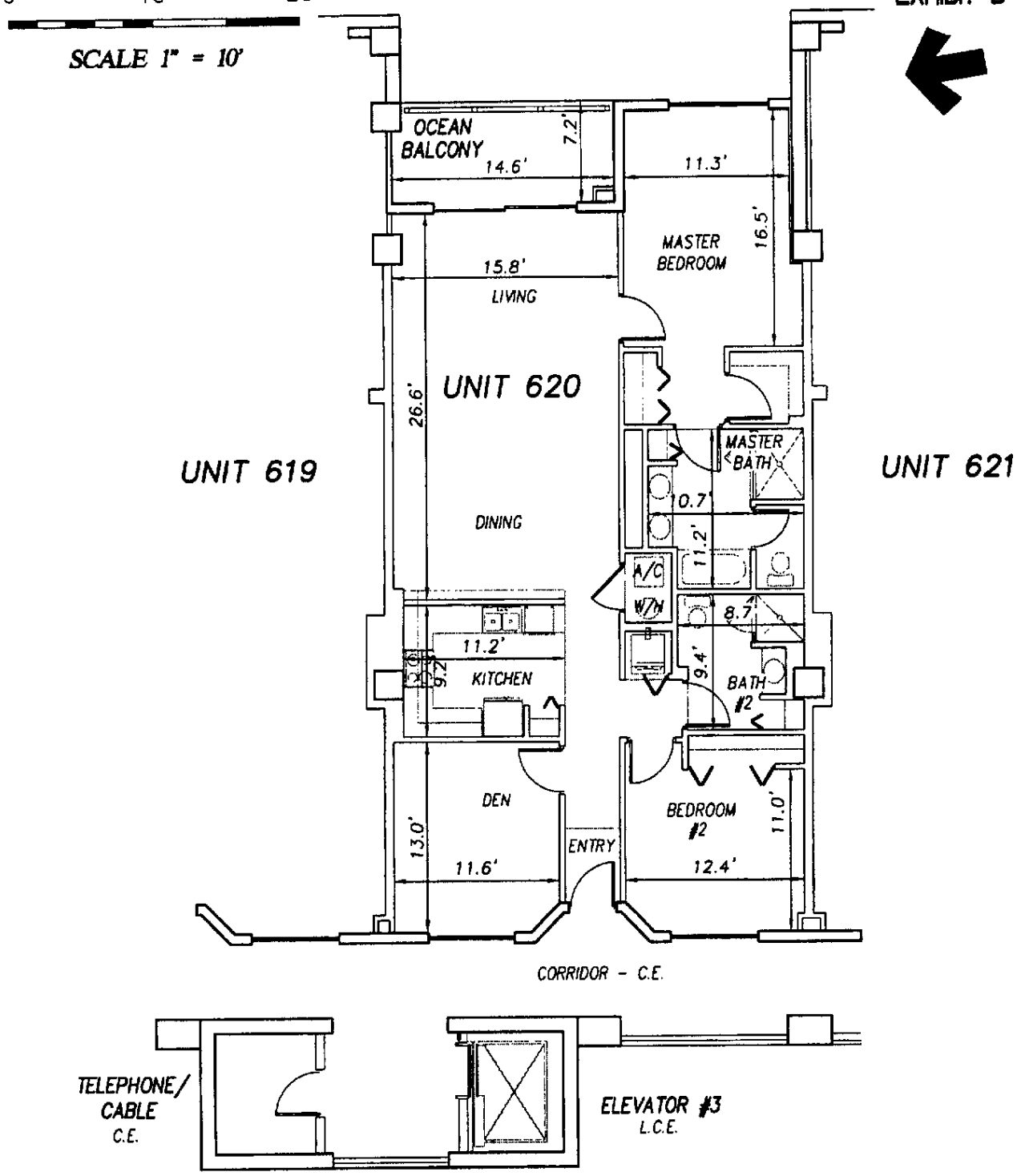

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 620 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 157 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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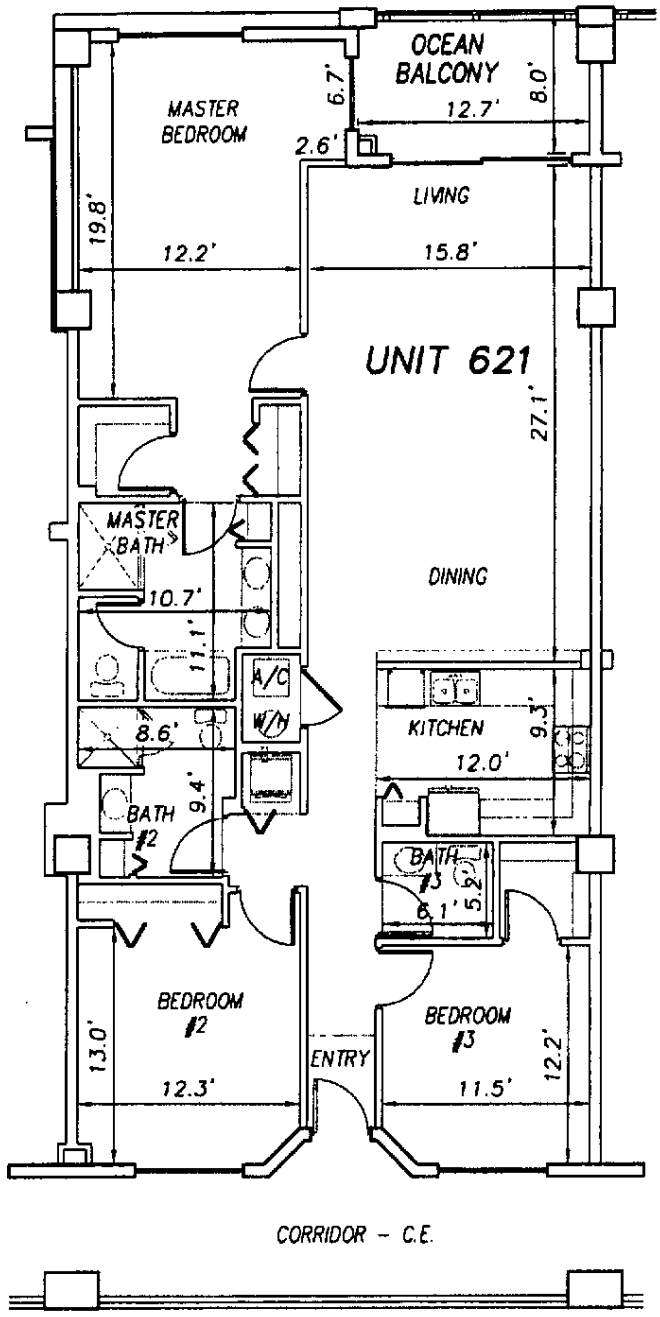

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 621 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 158 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0320

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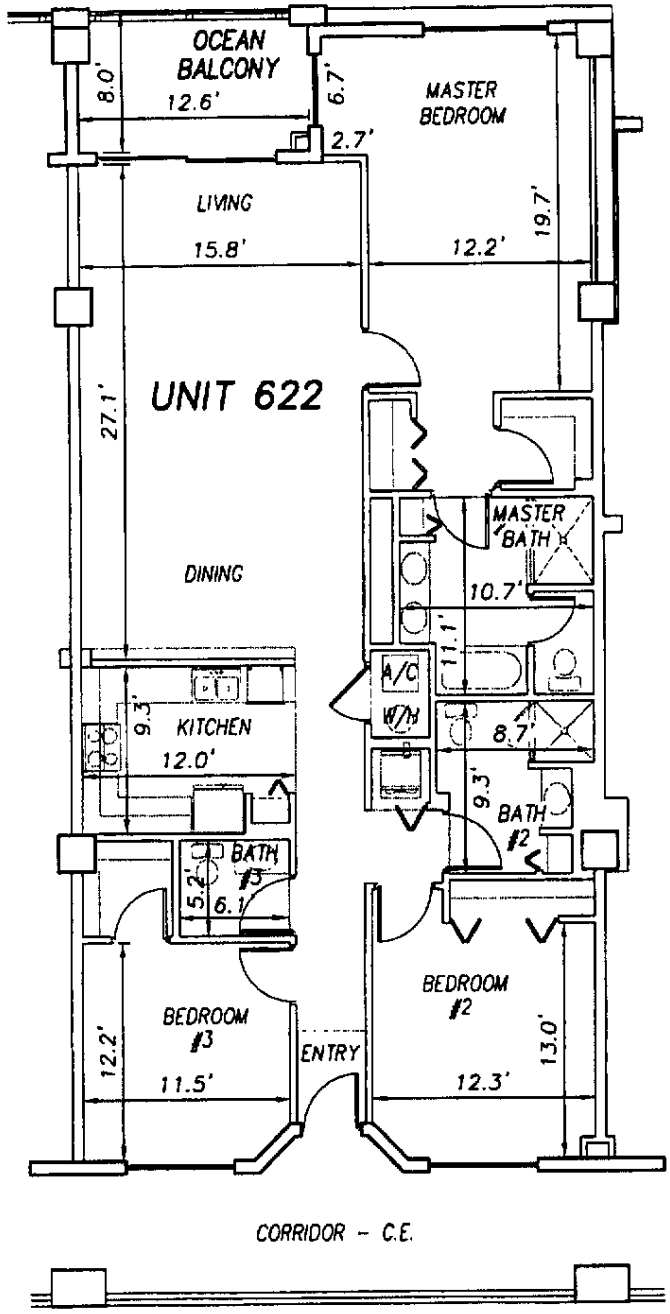

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 622 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 159 OF 213 SHEETS

P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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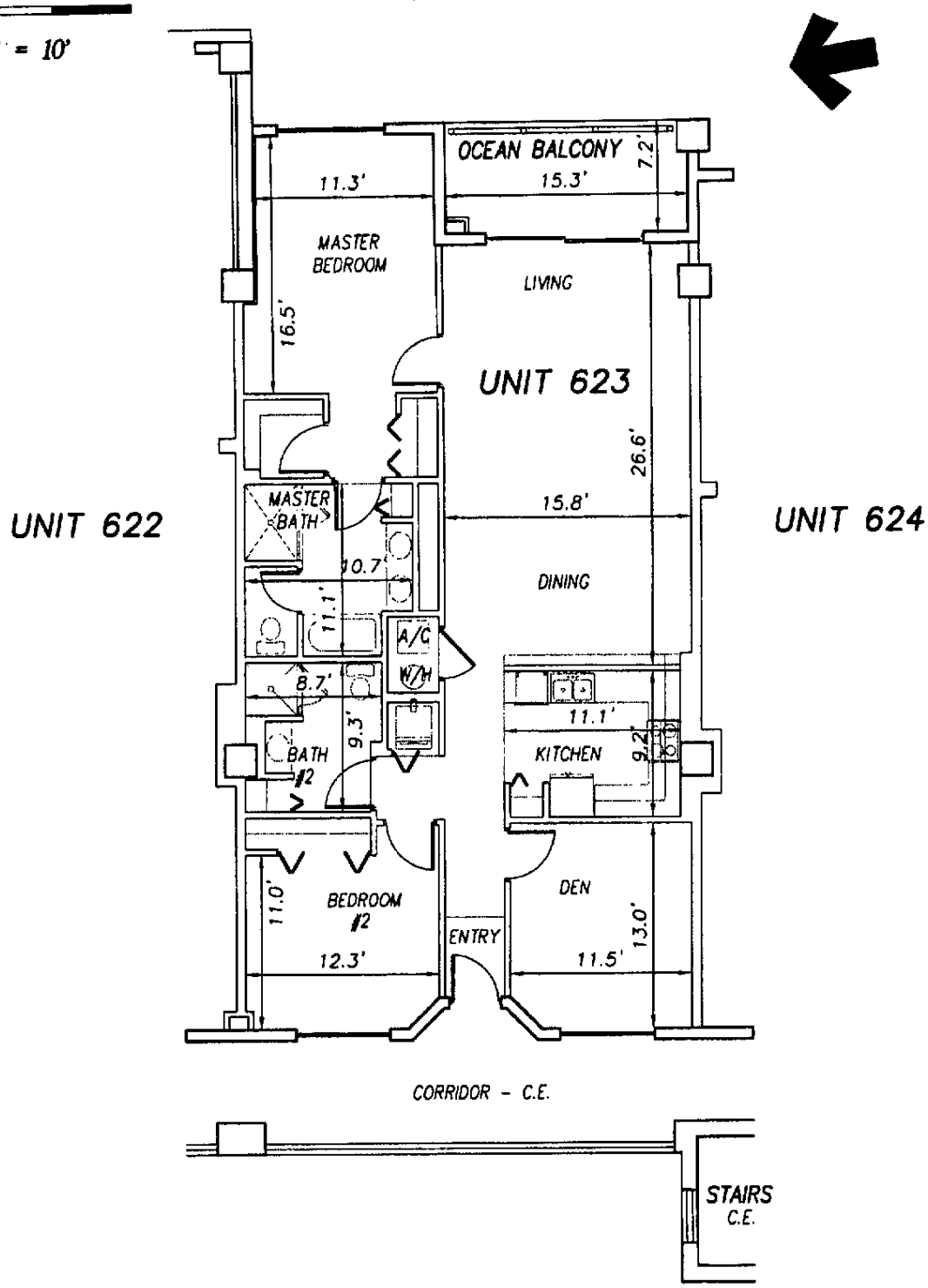

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 623 (South Wing)

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P:\land projects T2003\T3070PCBWI\dwg\CONDO-sh 136 - 161 6th Fl.dwg 09/11/2003 10:16:35 AM EDT

EXHIBIT 'B'

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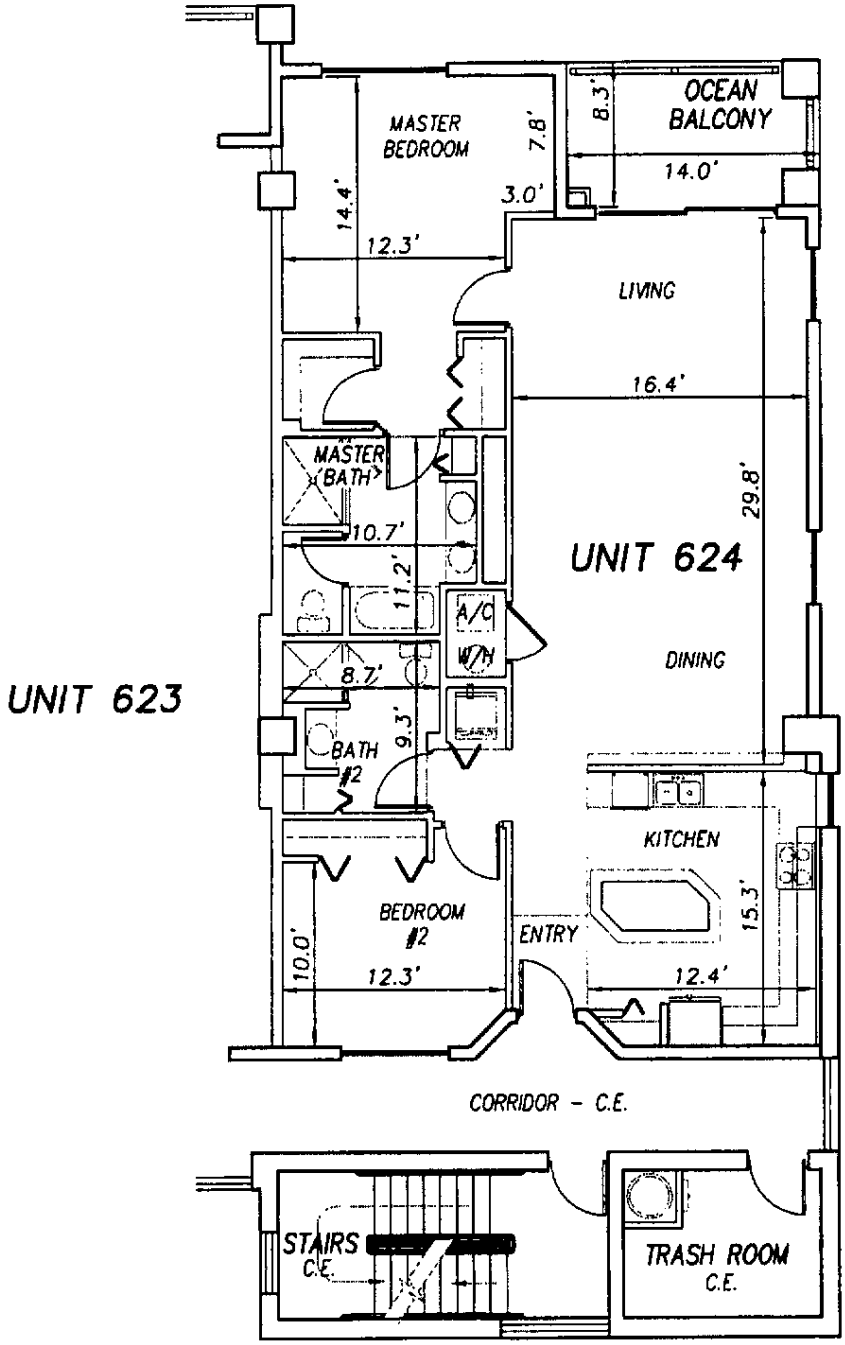

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SIXTH FLOOR - UNIT 624 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave., Daytona Beach, FL 32114
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 161 OF 213 SHEETS

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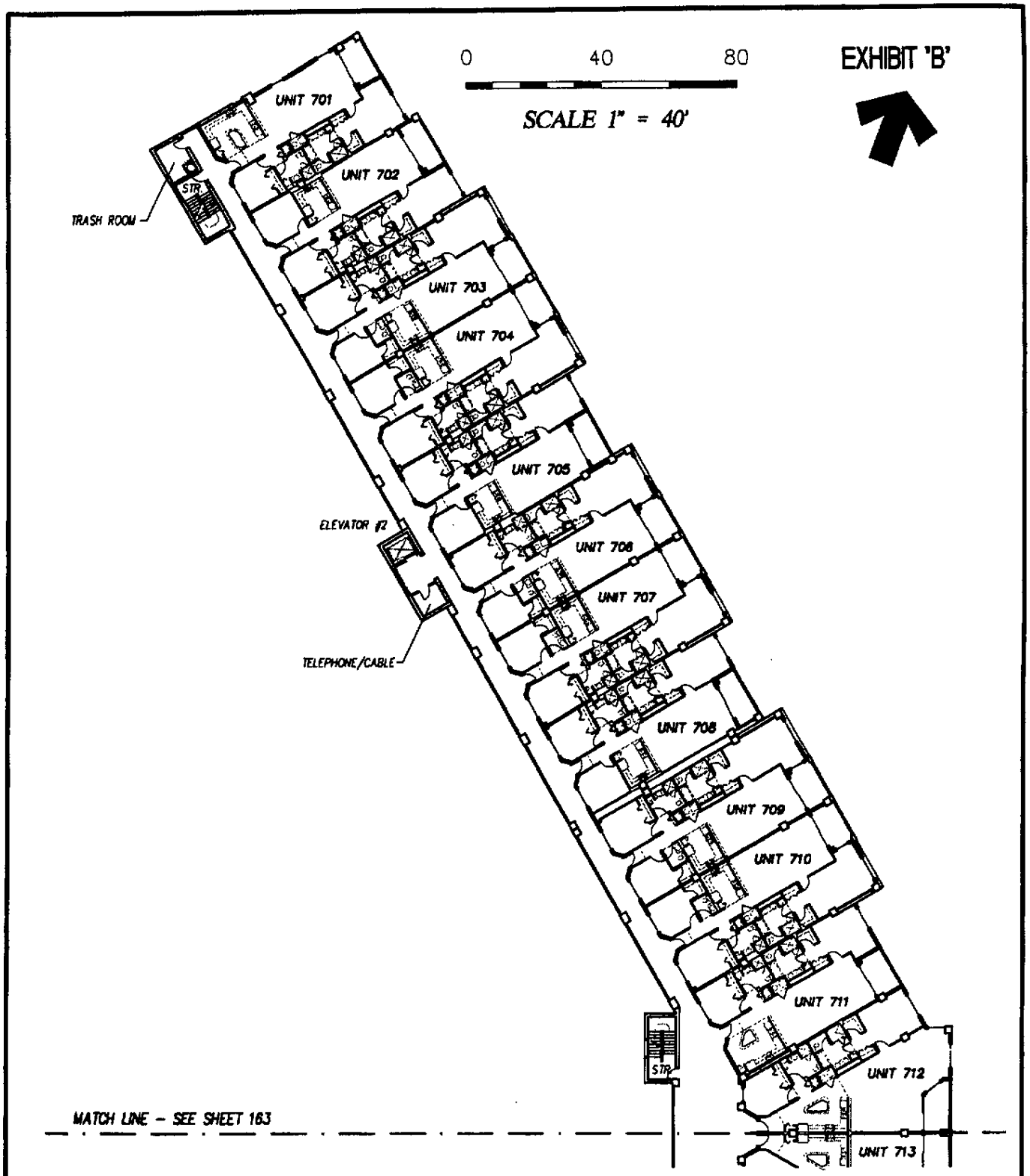

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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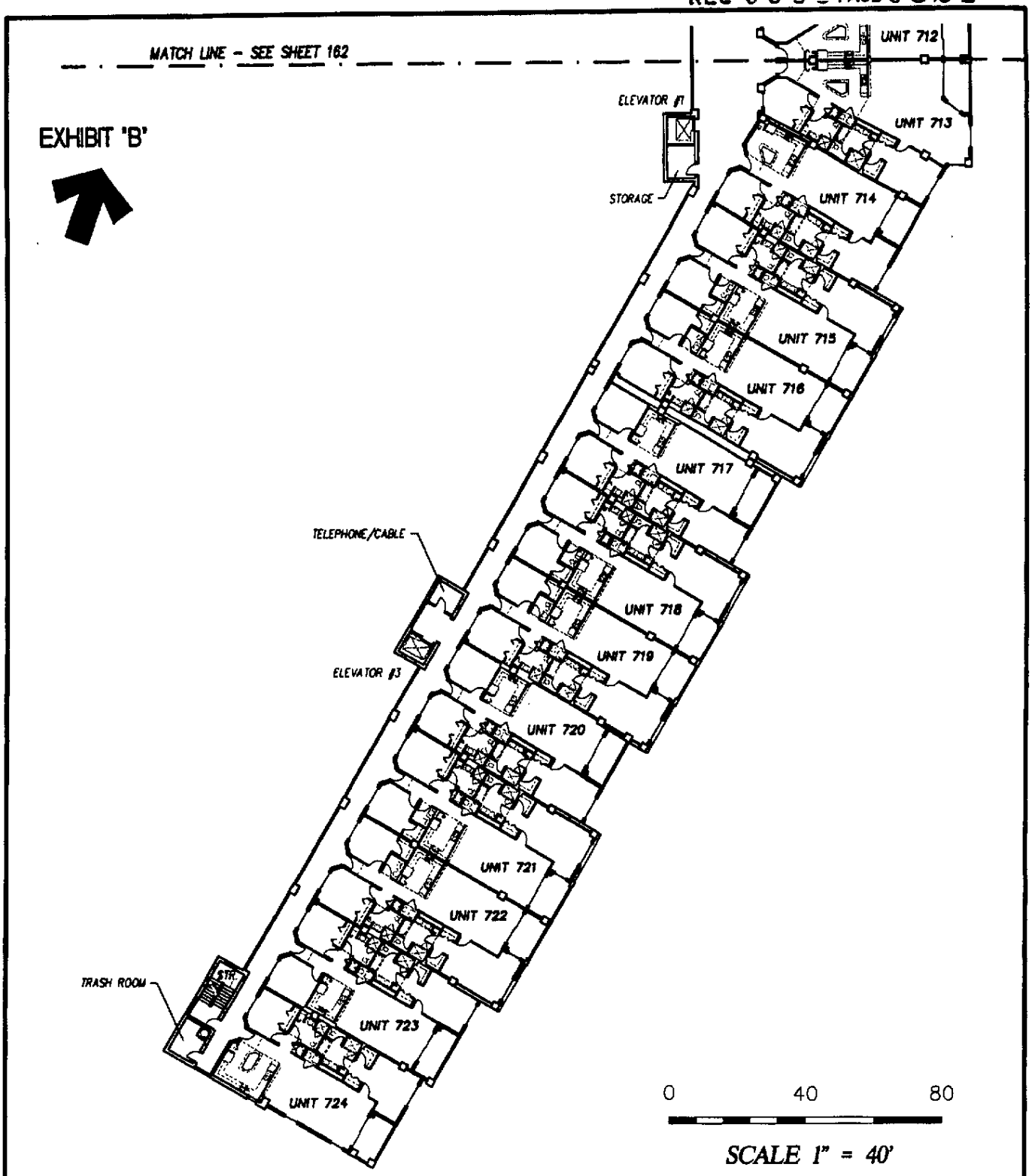
email: tomoka@tmpla-eng.com website: www.tomokaengineering.com

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 162 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT



SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 163 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0325

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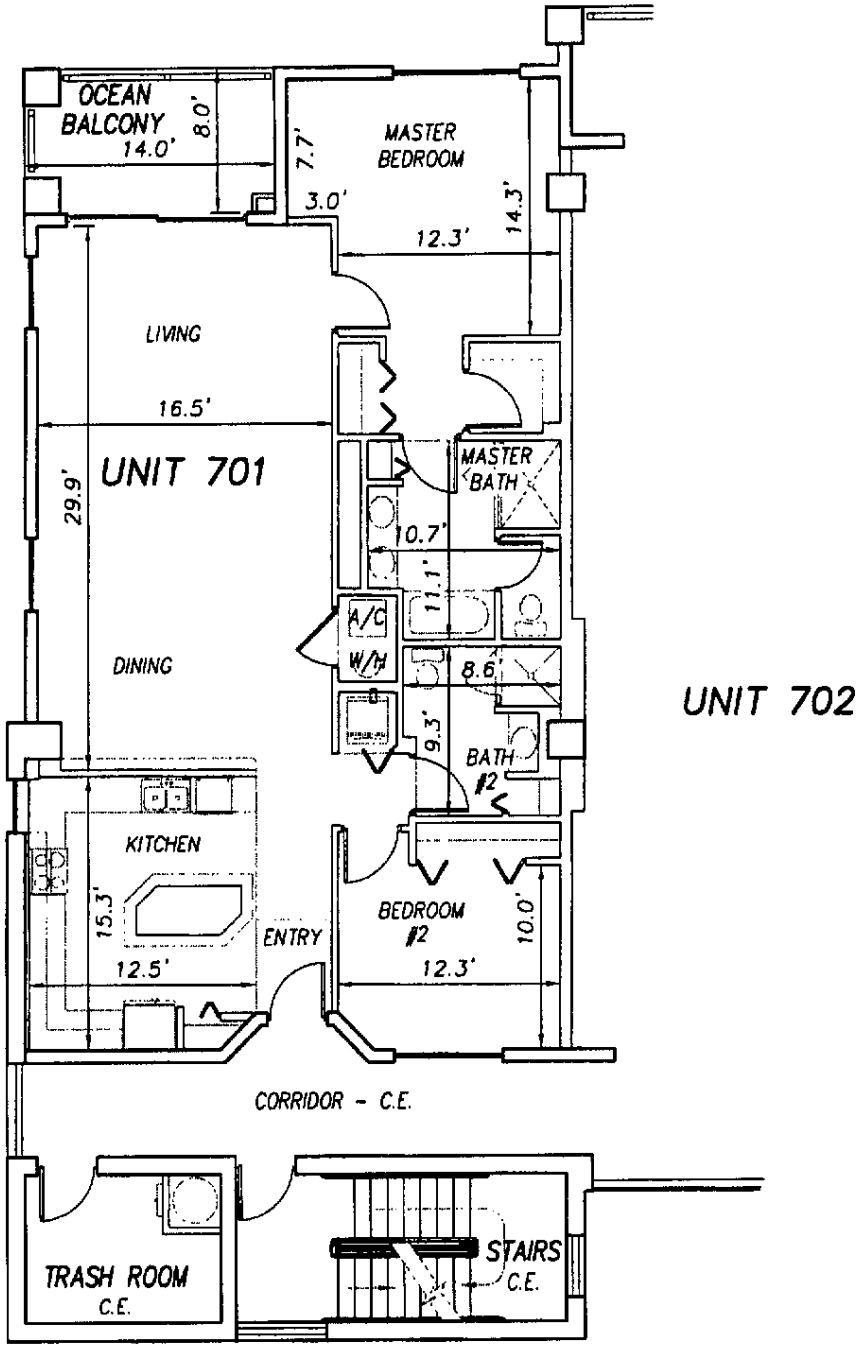

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 701 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 164 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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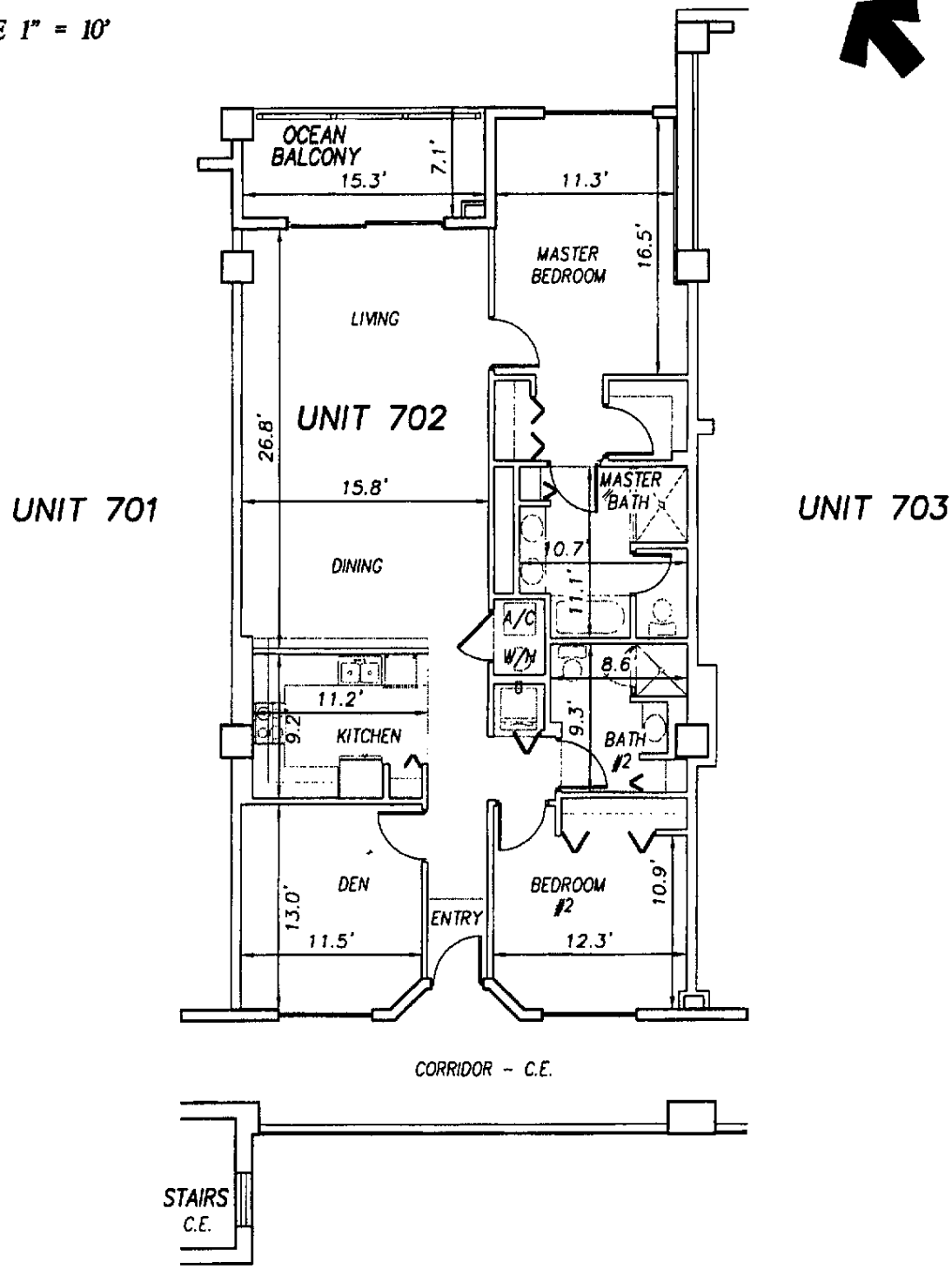

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 702 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 165 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0327

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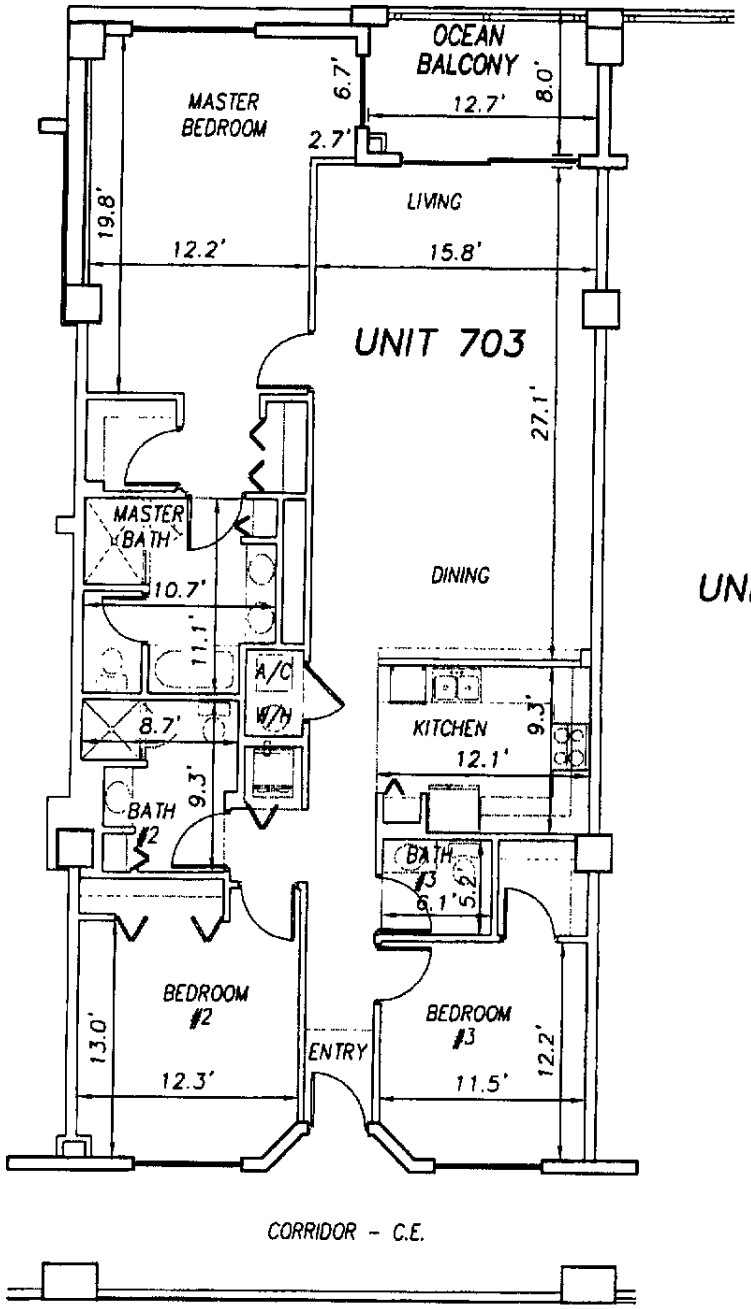

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 703 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 600 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 166 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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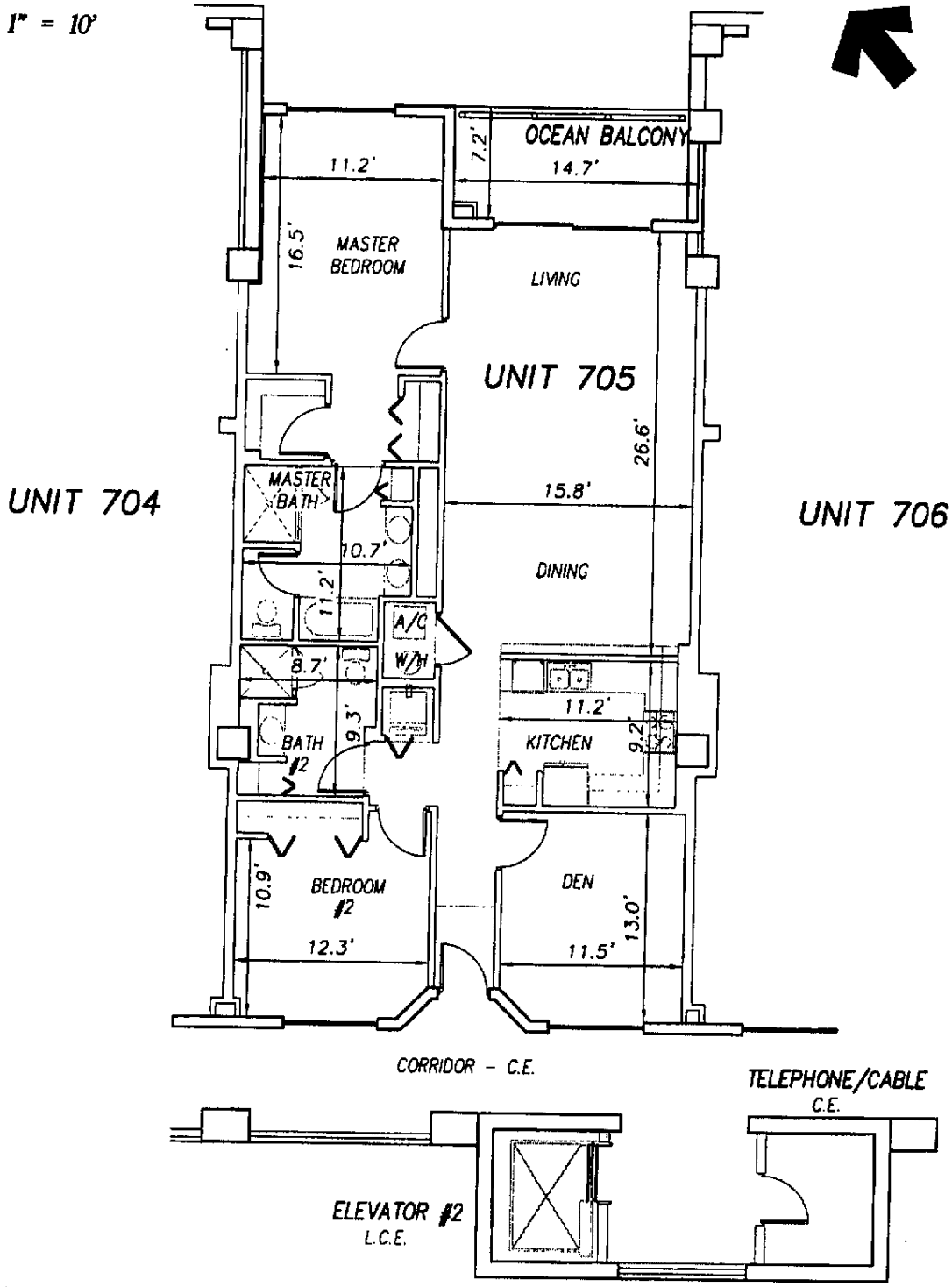

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 705 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Main Office 800 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 168 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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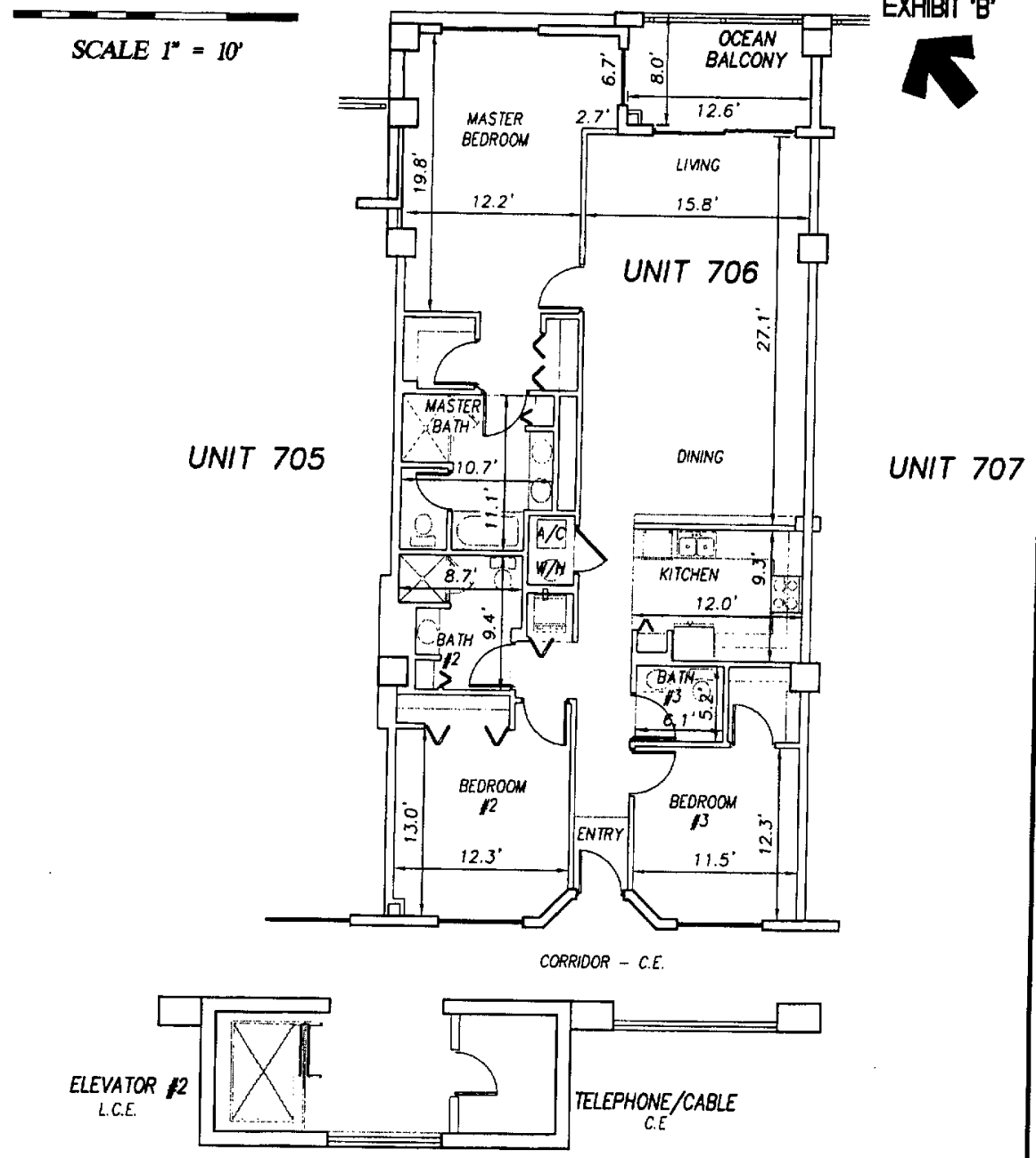

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 706 (North Wing)

TOMOKA ENGINEERING
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SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 707 (North Wing)

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 170 OF 213 SHEETS

\\survey\t2001

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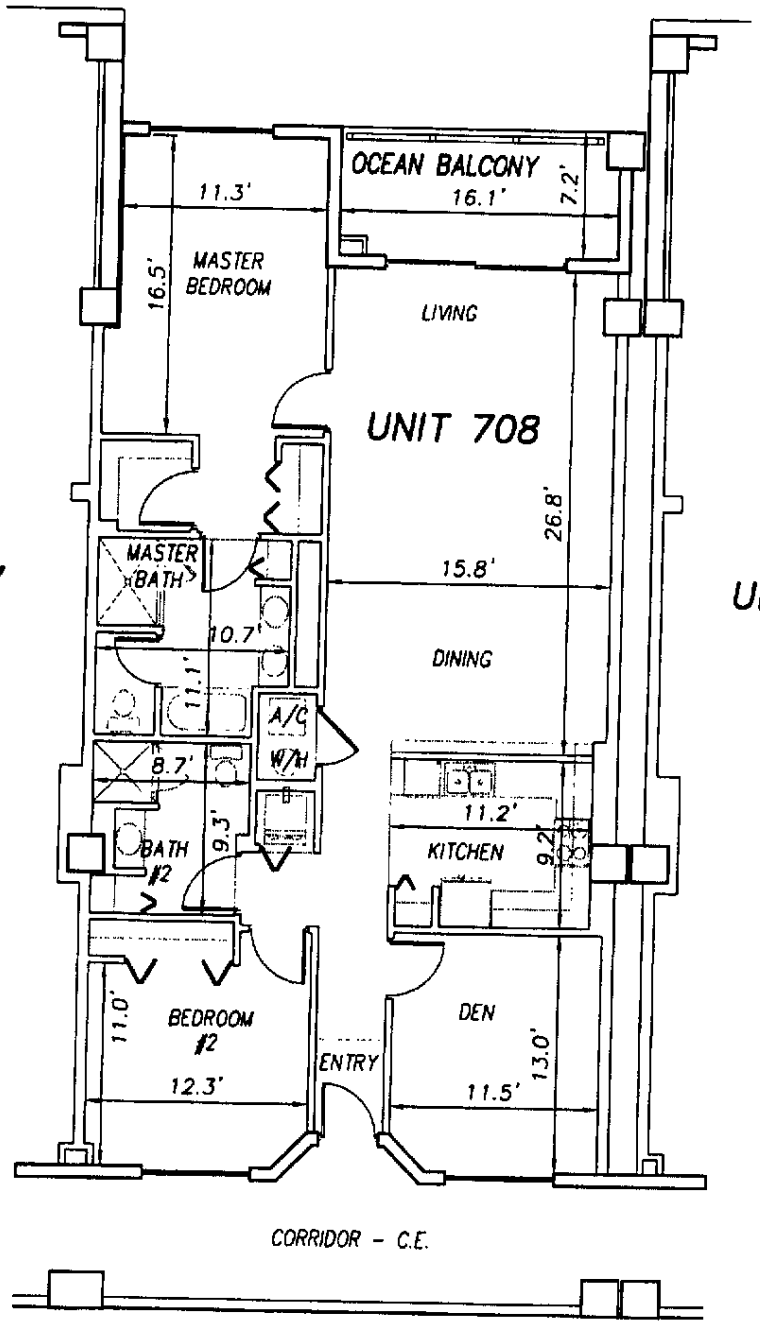
SCALE 1" = 10'

OFF REC 0983 PAGE 0332

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 708 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1800 Fax: 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 171 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0333

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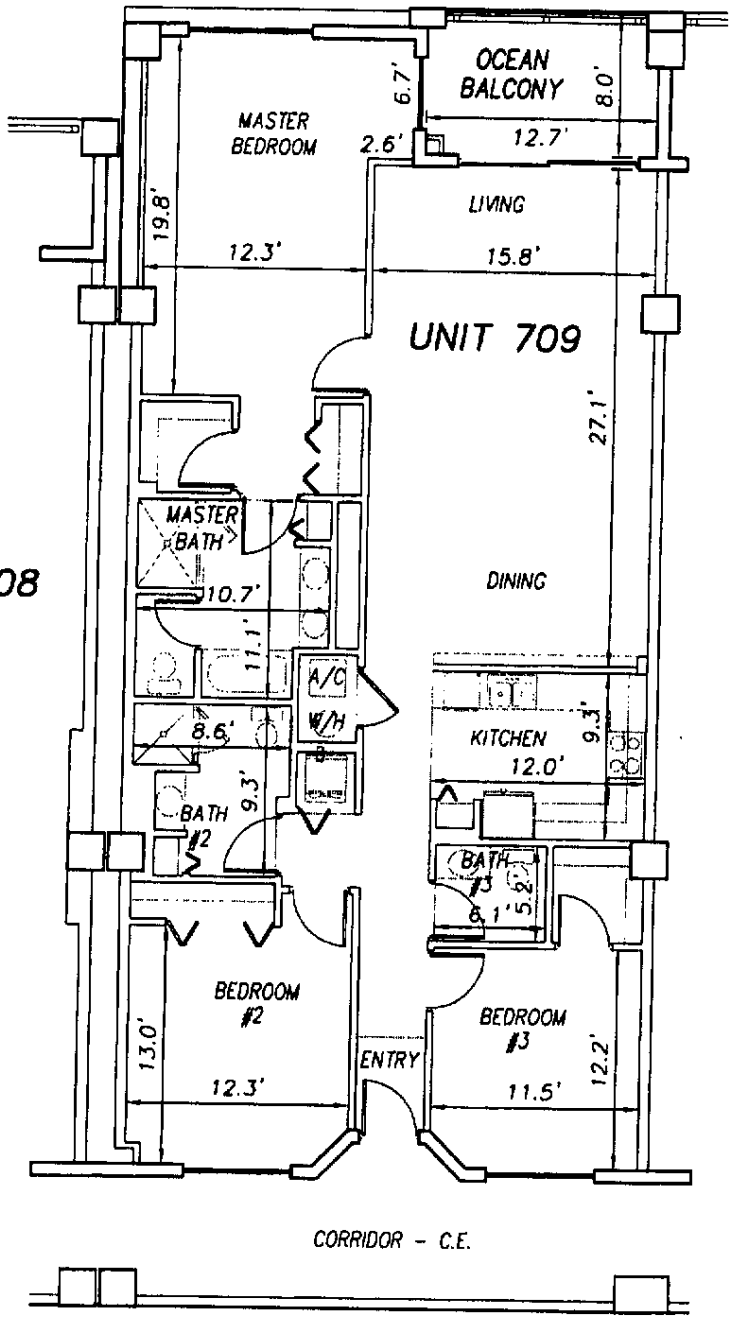

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 709 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 172 OF 213 SHEETS

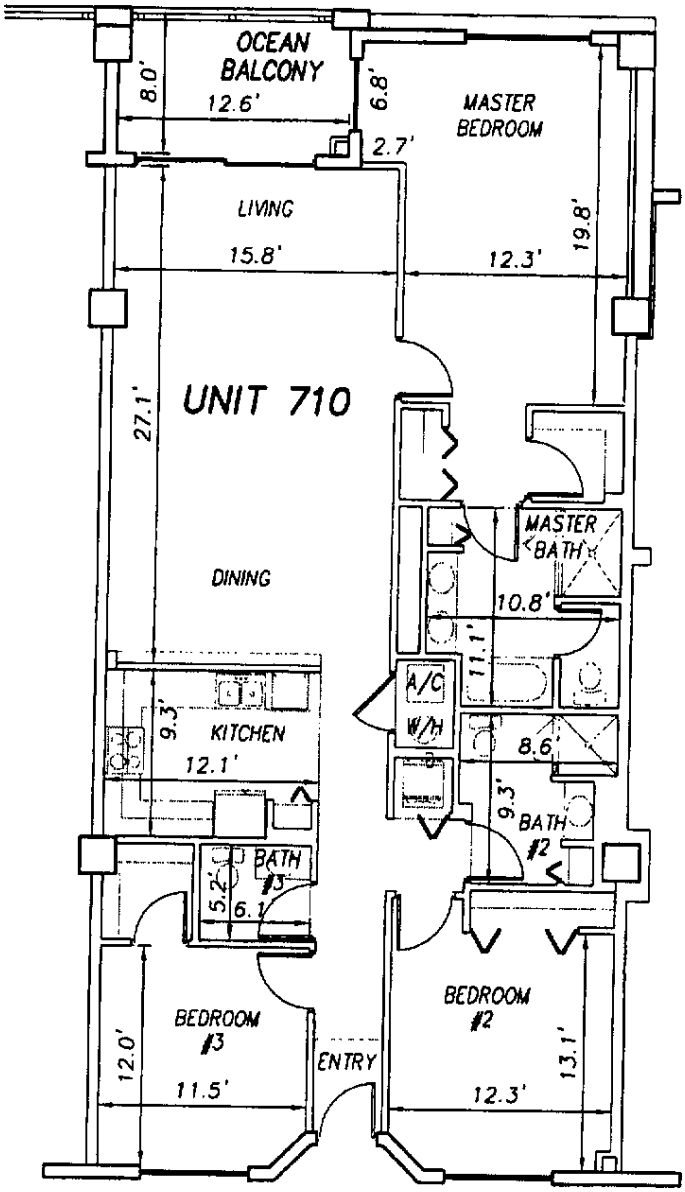
\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0334

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 710 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1001
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2732

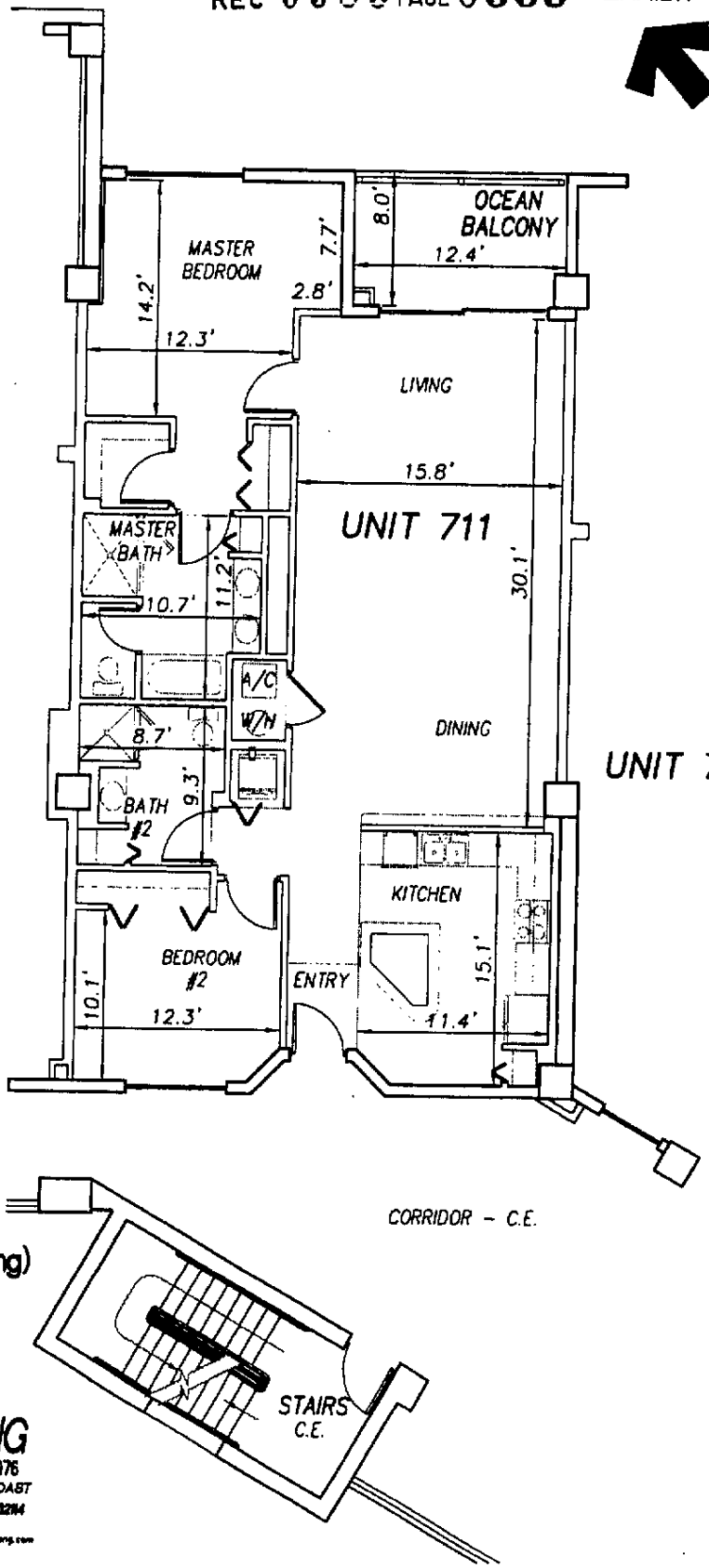
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 173 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT 'B'

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
SEVENTH FLOOR - UNIT 711 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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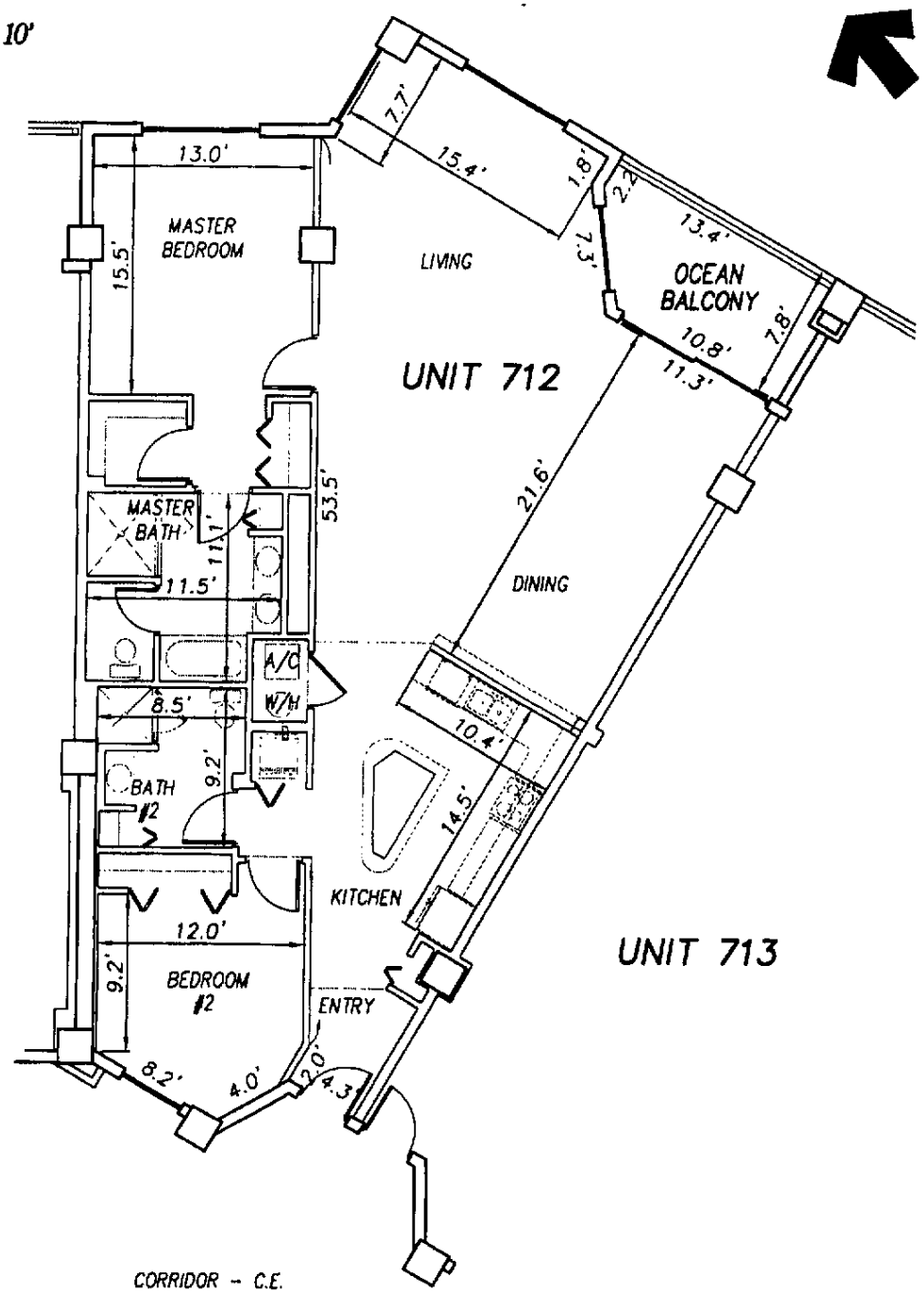
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 174 OF 213 SHEETS

\\survey\2001\land projects 2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 712 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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LB #2232

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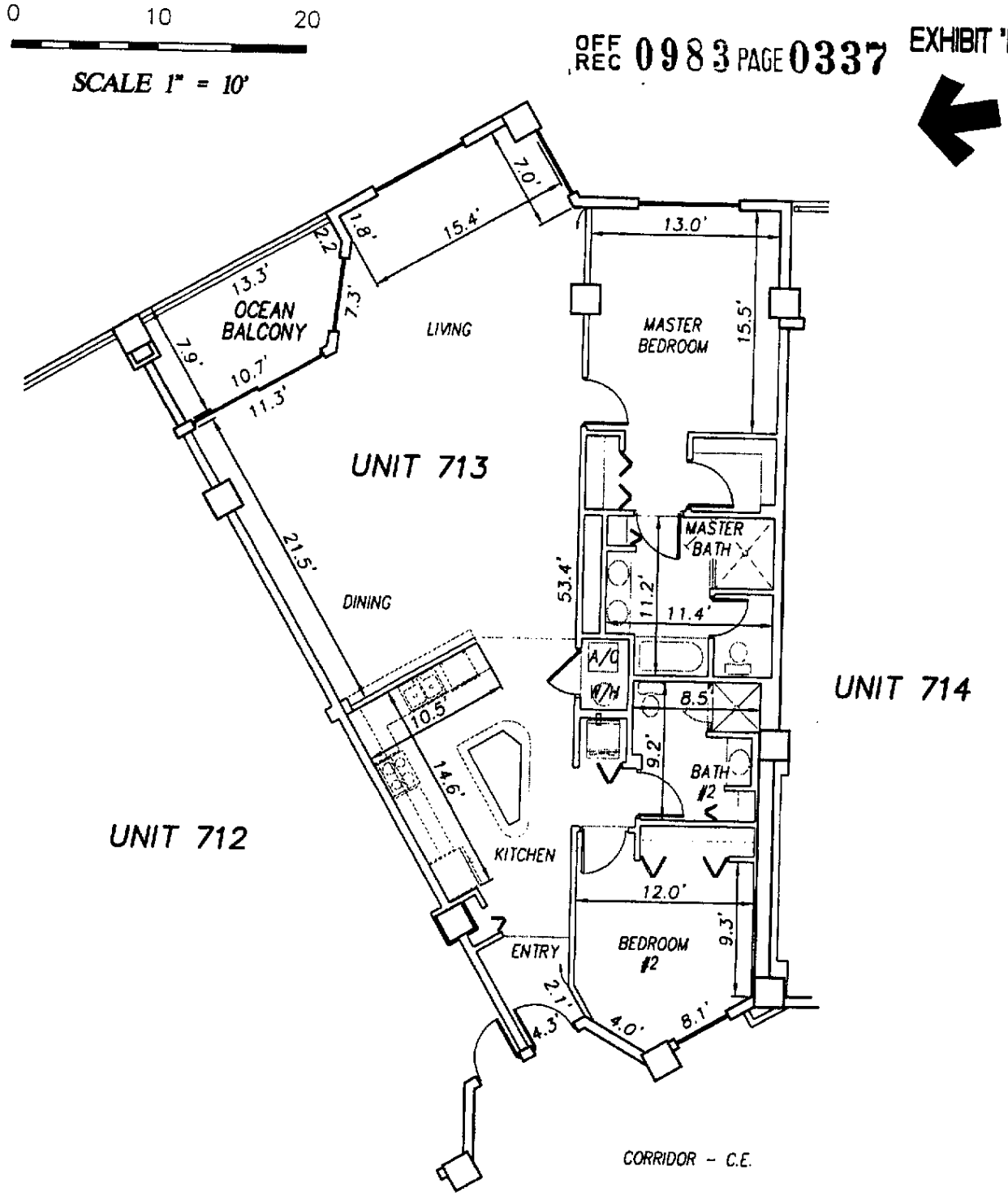
EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
SEVENTH FLOOR - UNIT 713 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #3132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 176 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT "B"

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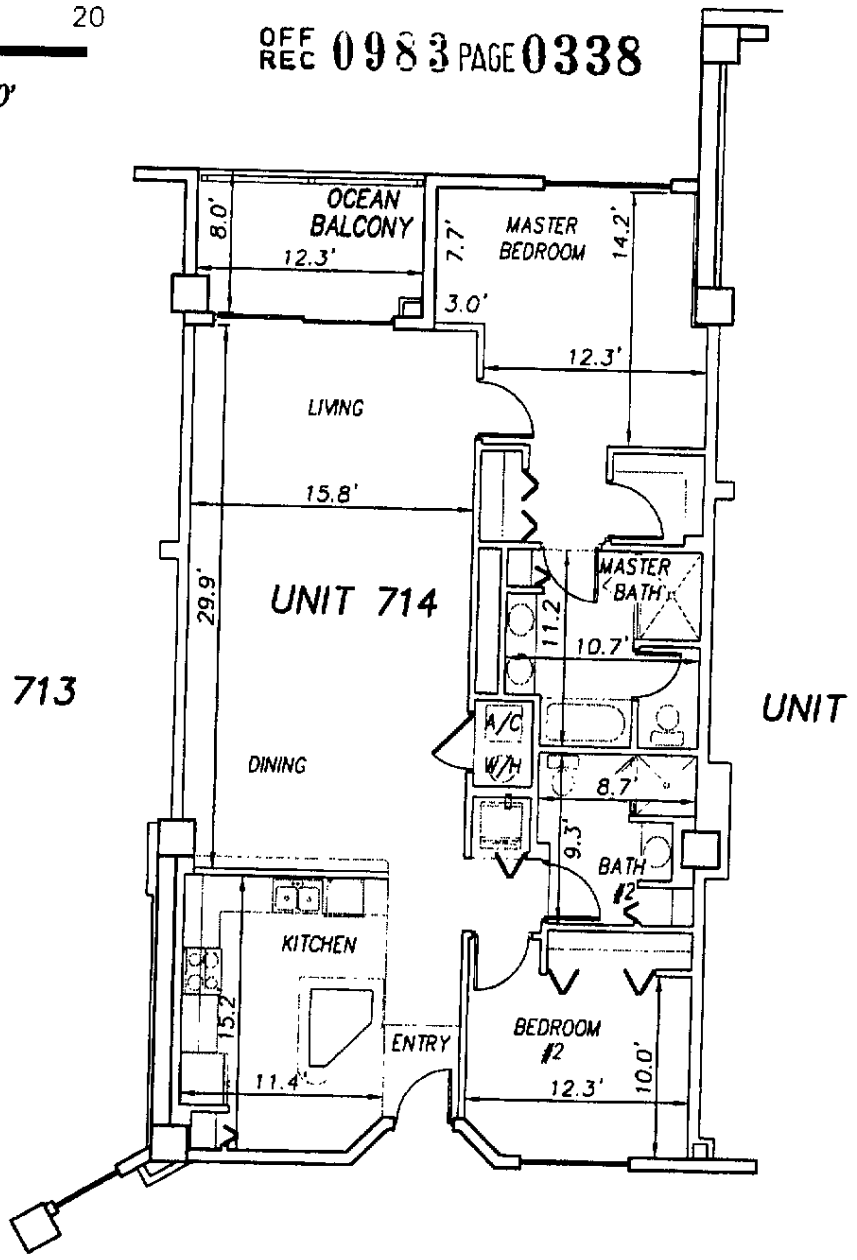

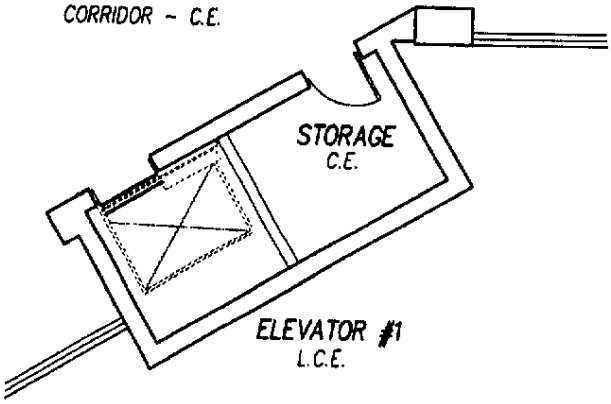

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 714 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2733

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 177 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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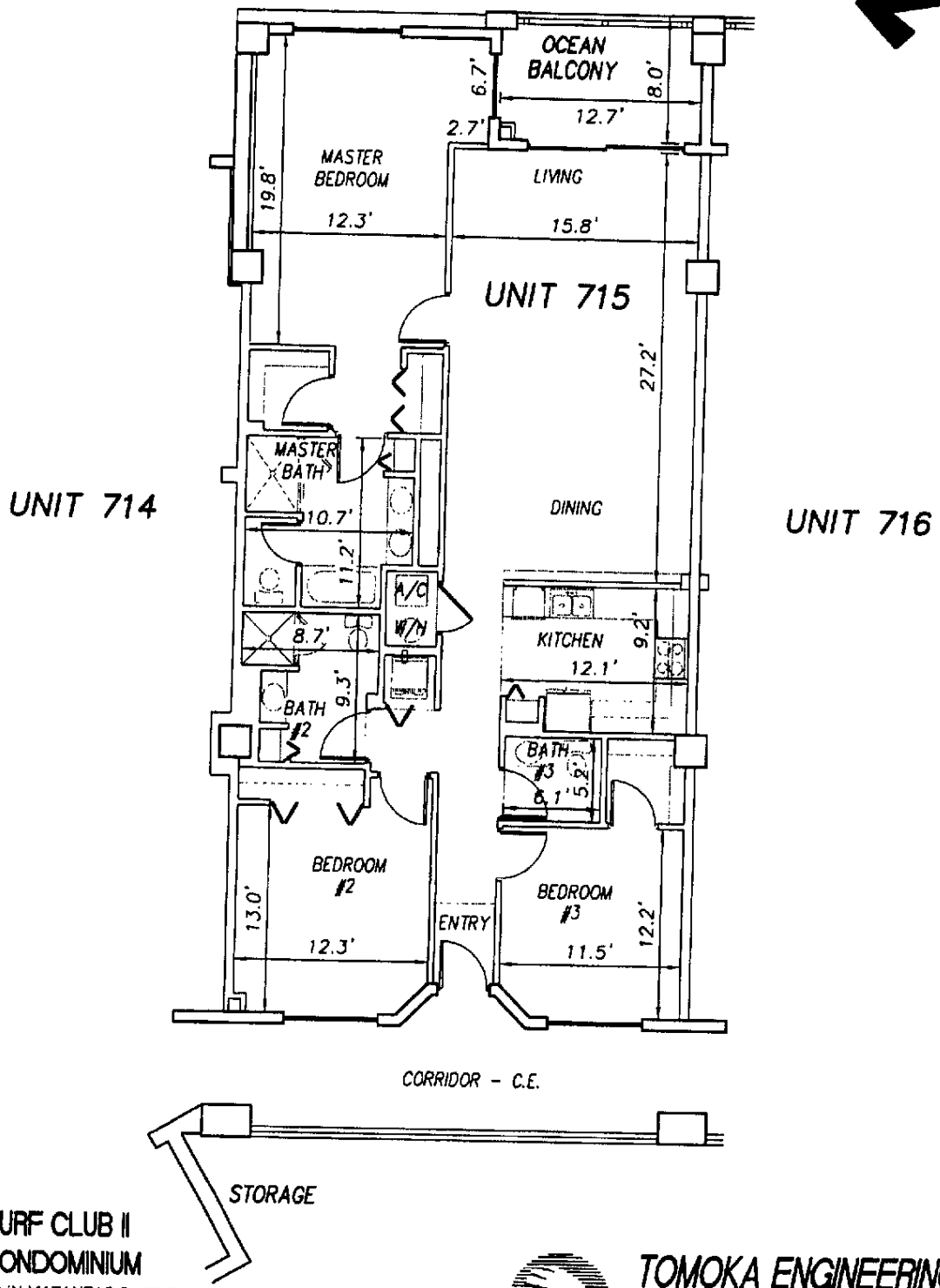

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 715 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 178 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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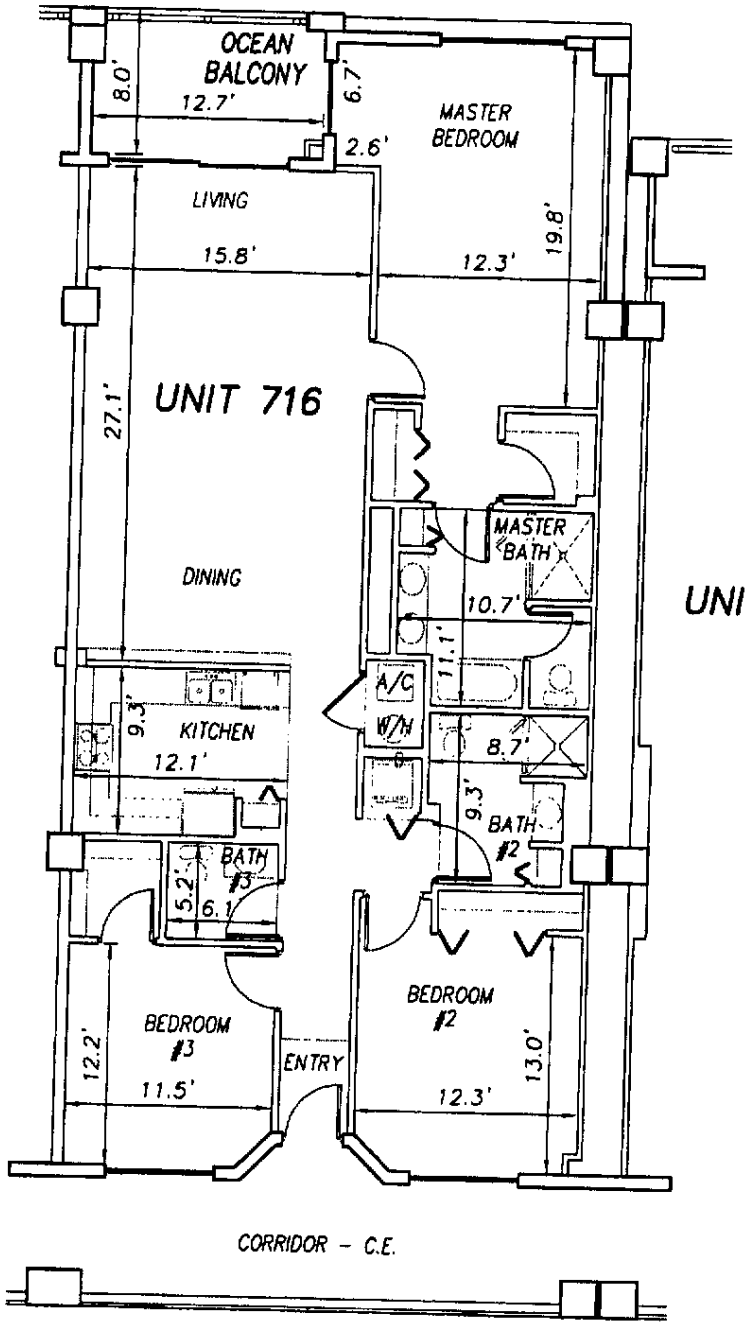

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 716 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 179 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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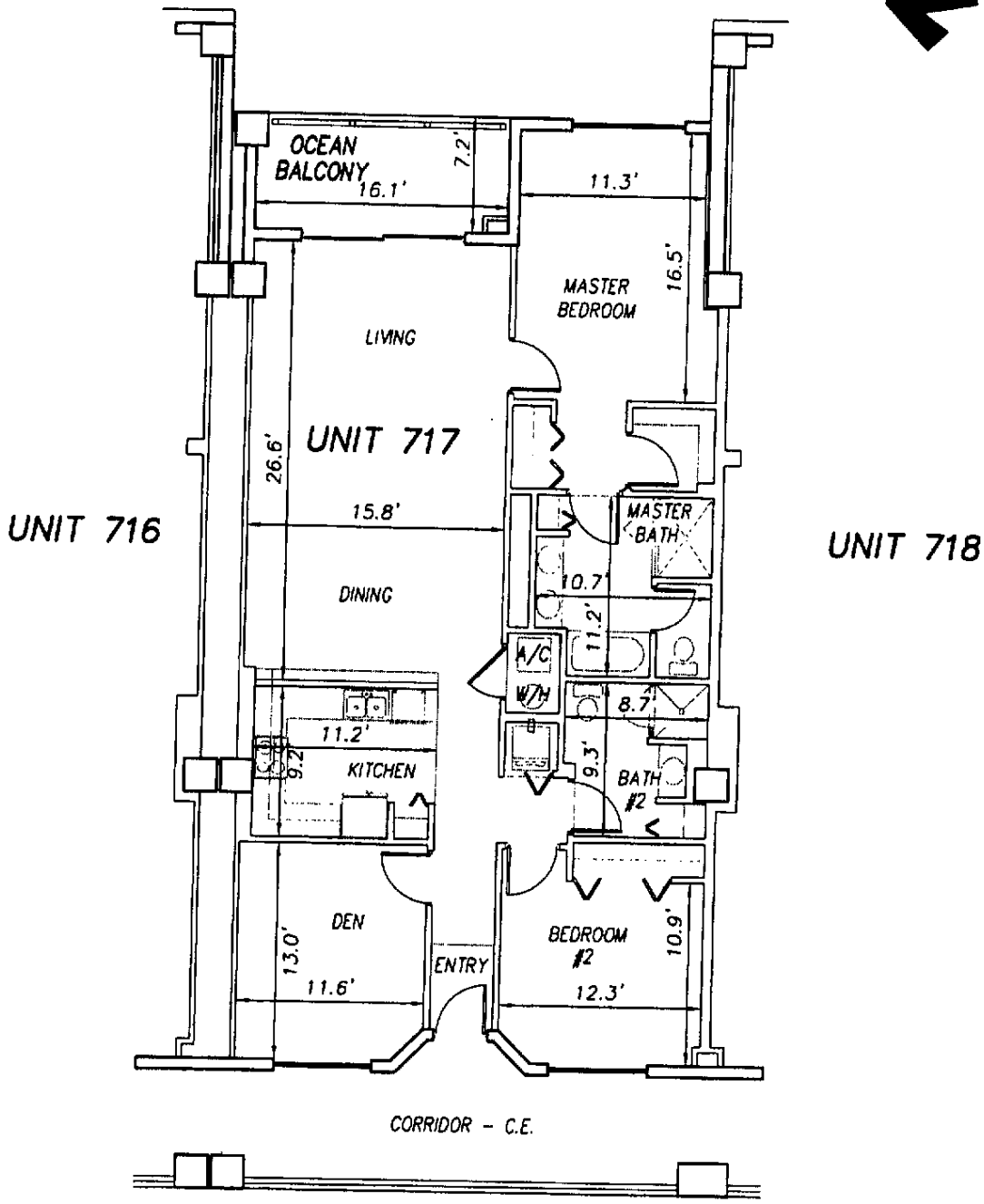

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 717 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2732

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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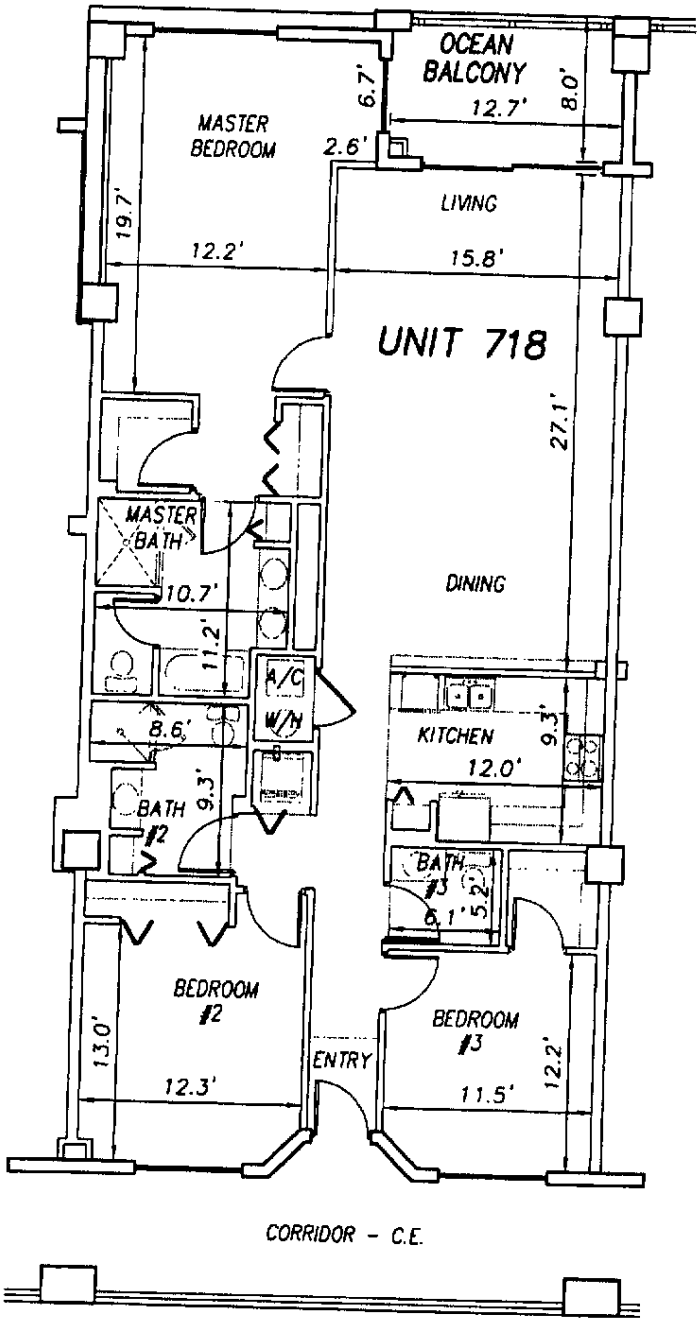

UNIT 717

UNIT 719

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 718 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT "B"

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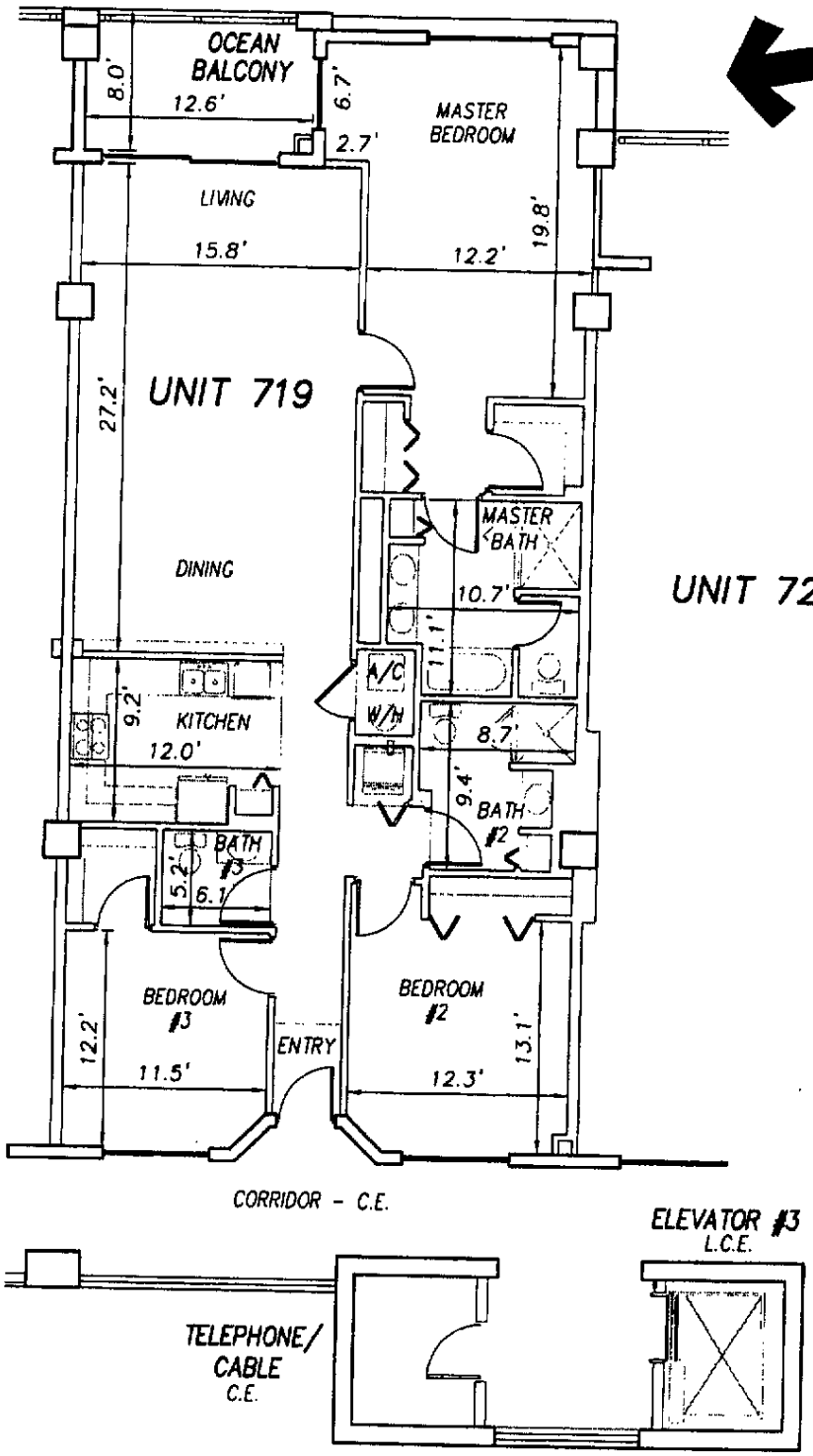

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 719 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 182 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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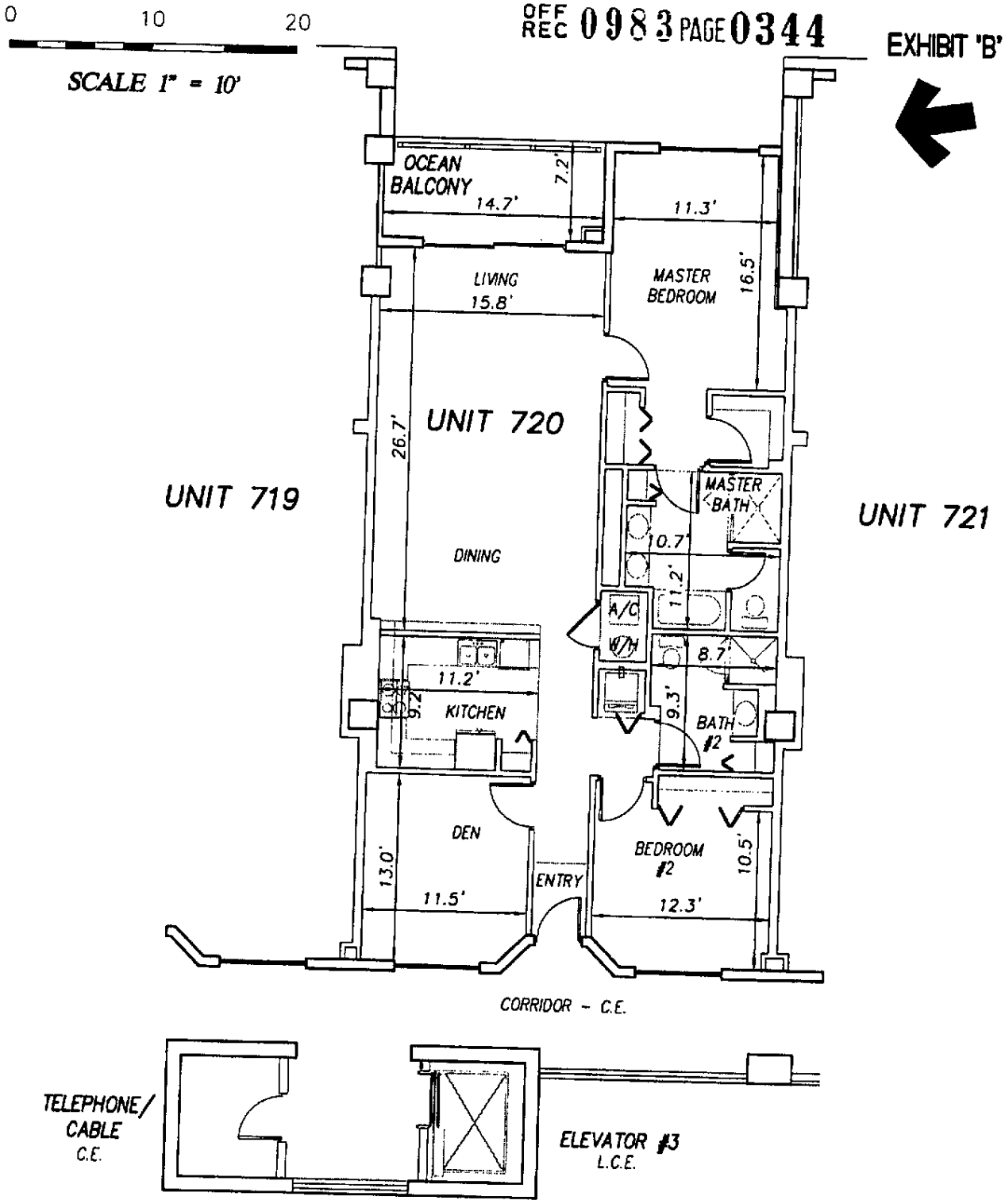

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 720 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0345

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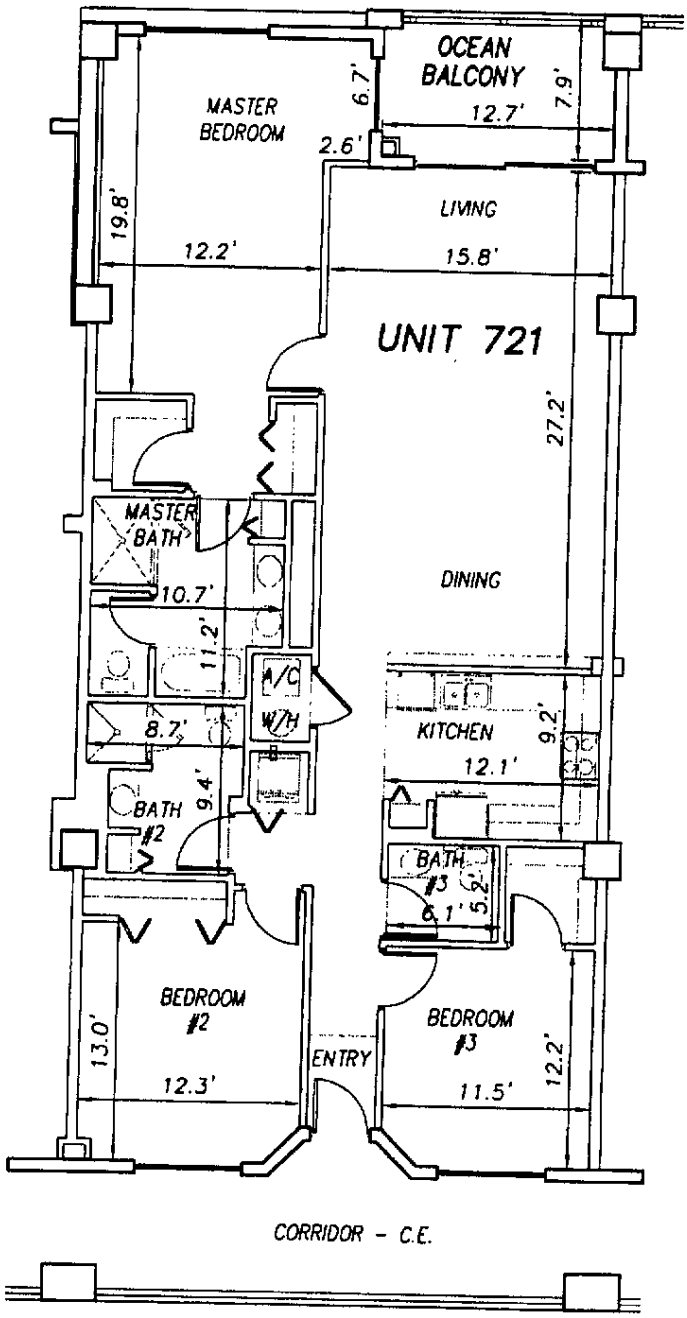

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 721 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 184 OF 213 SHEETS

\\survey\2001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0346

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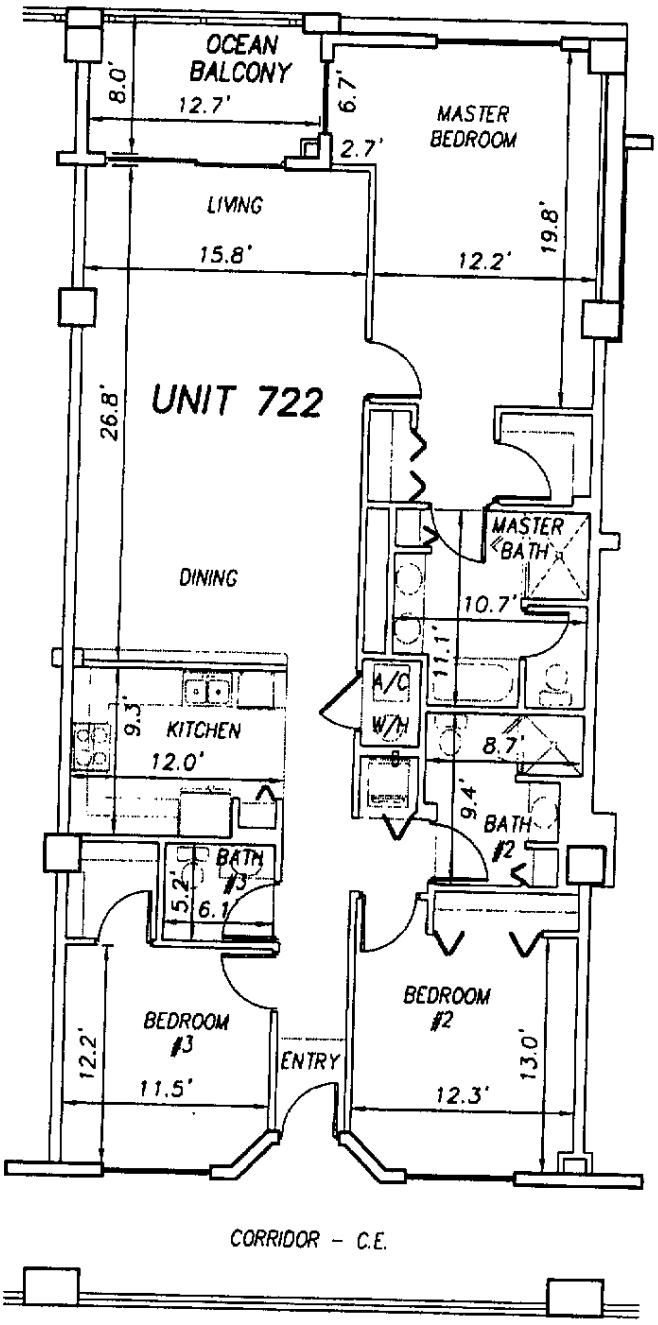

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 722 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave. Daytona Beach, FL 32114
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JOB # T3070PCBWI

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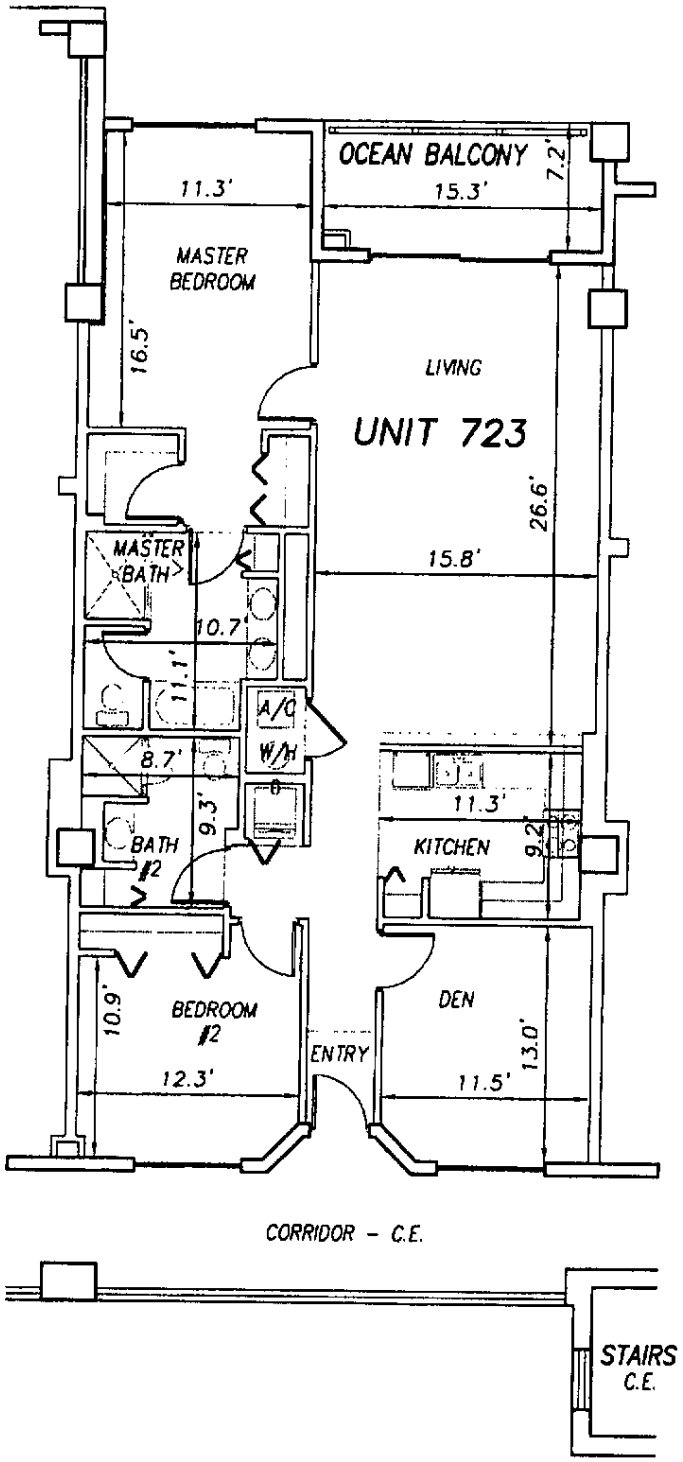

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 723 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 186 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0348

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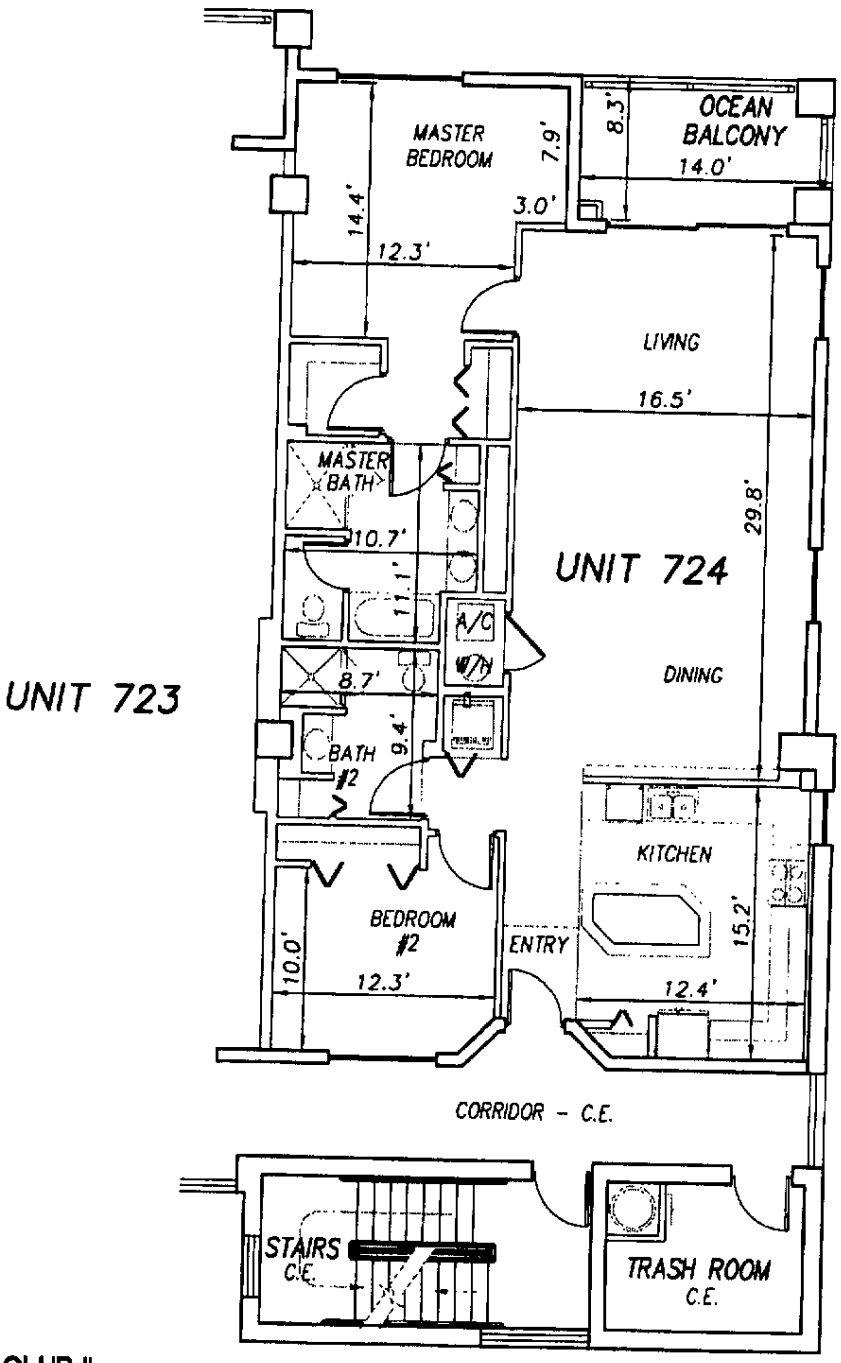

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 724 (South Wing)

TOMOKA ENGINEERING
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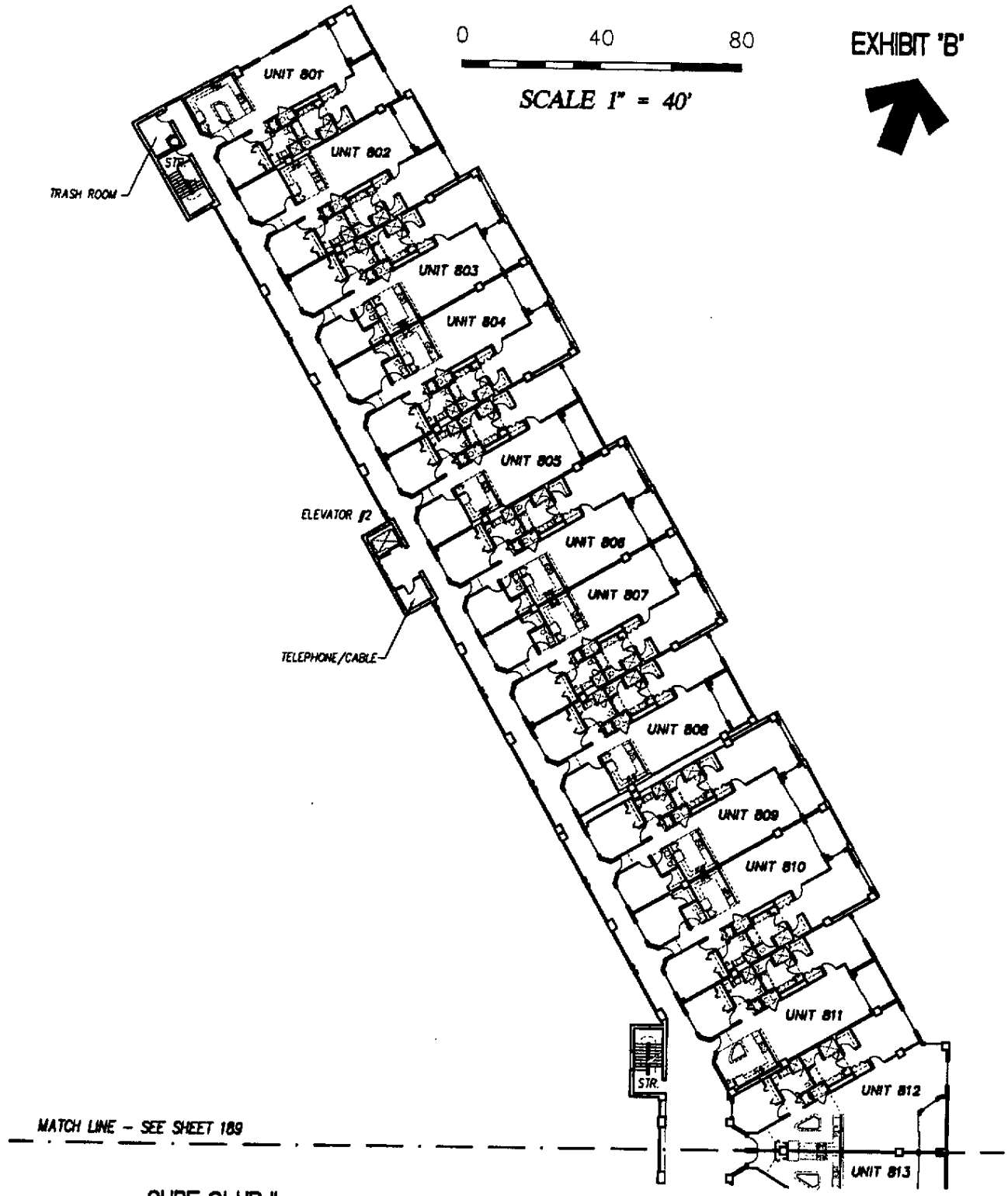
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 187 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT



SURF CLUB II CONDOMINIUM

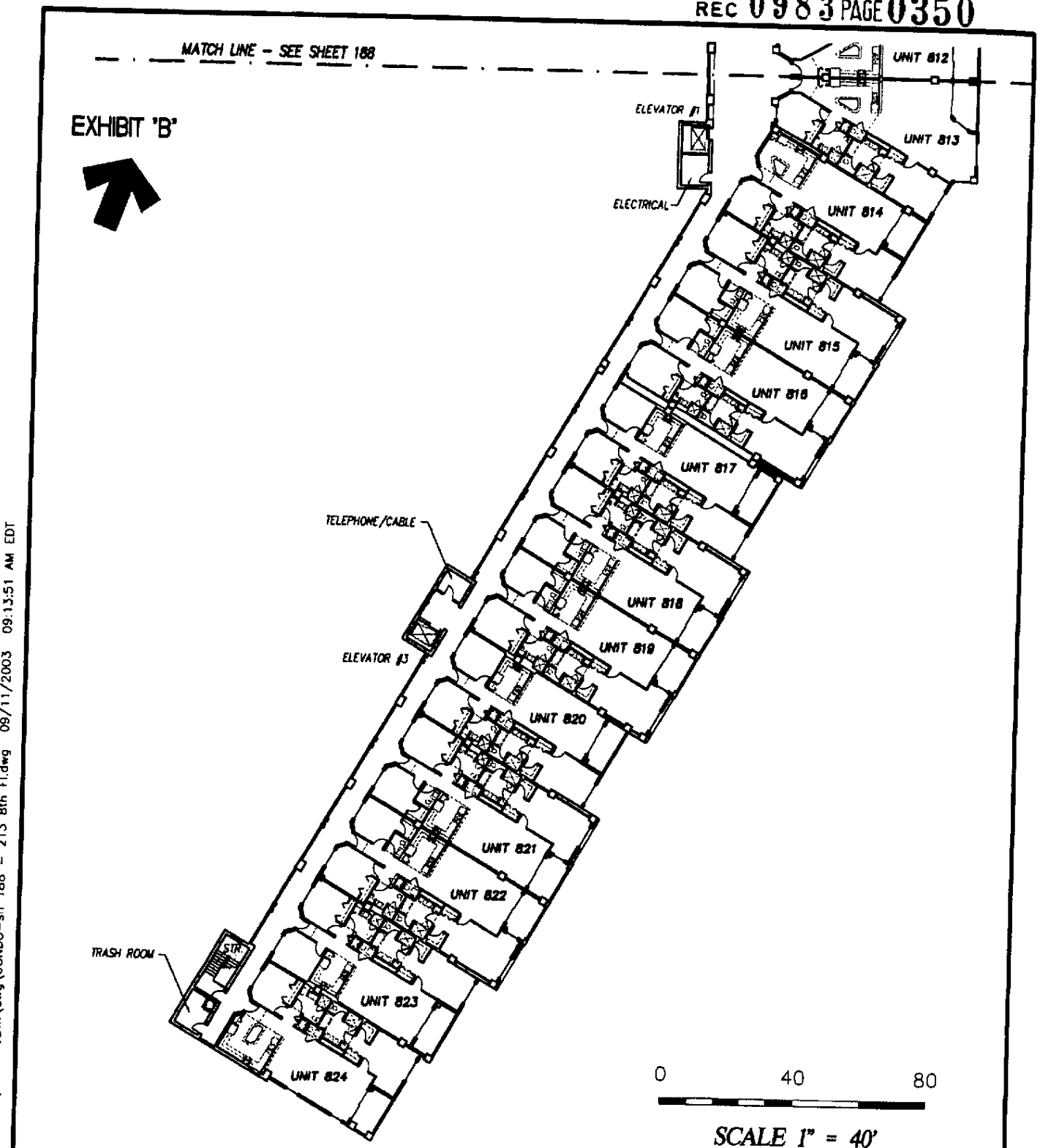
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1975
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1800 Fax: 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 188 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT



SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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OFF REC 0983 PAGE 0351

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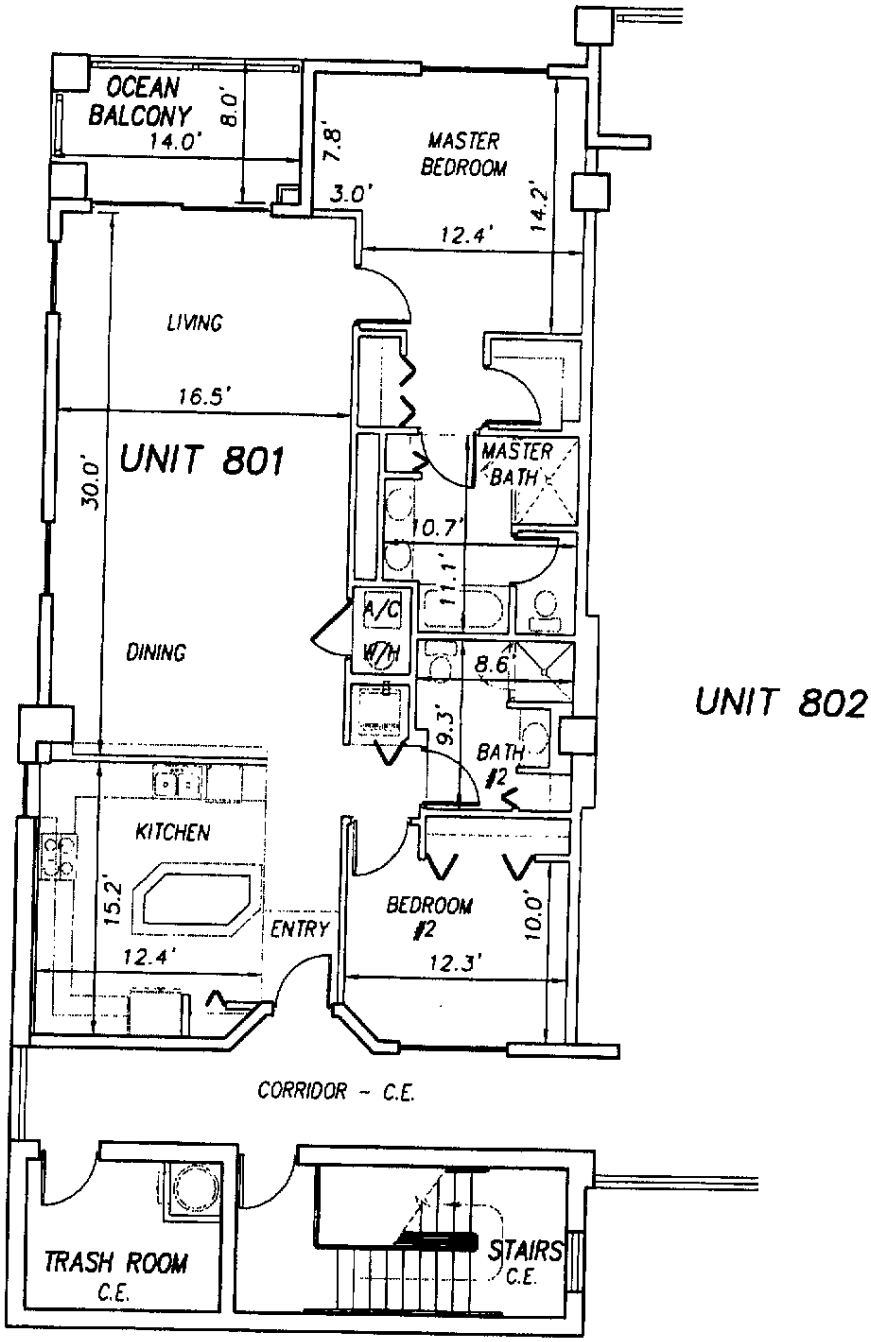

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 801 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 190 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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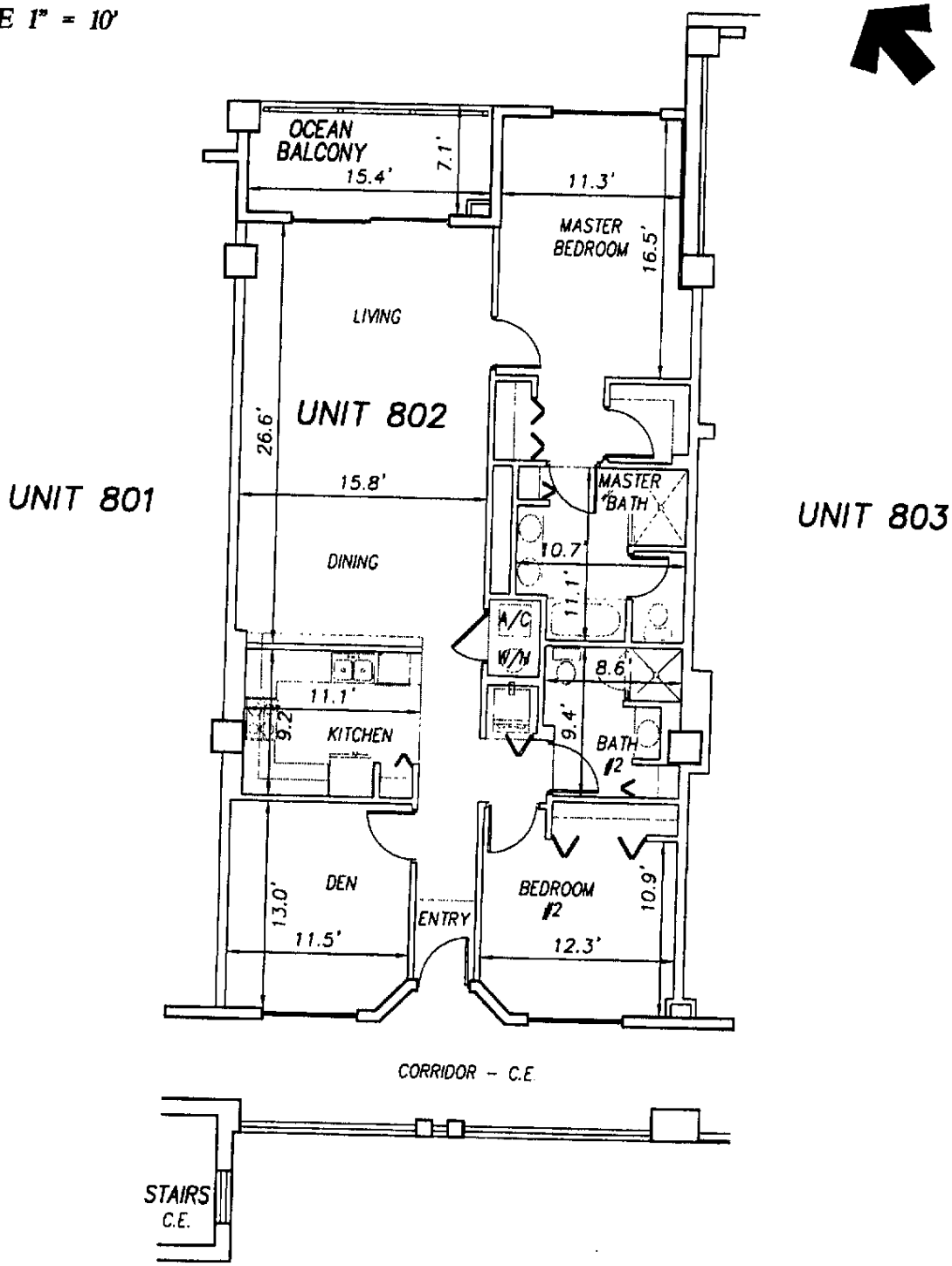

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 802 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1978
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

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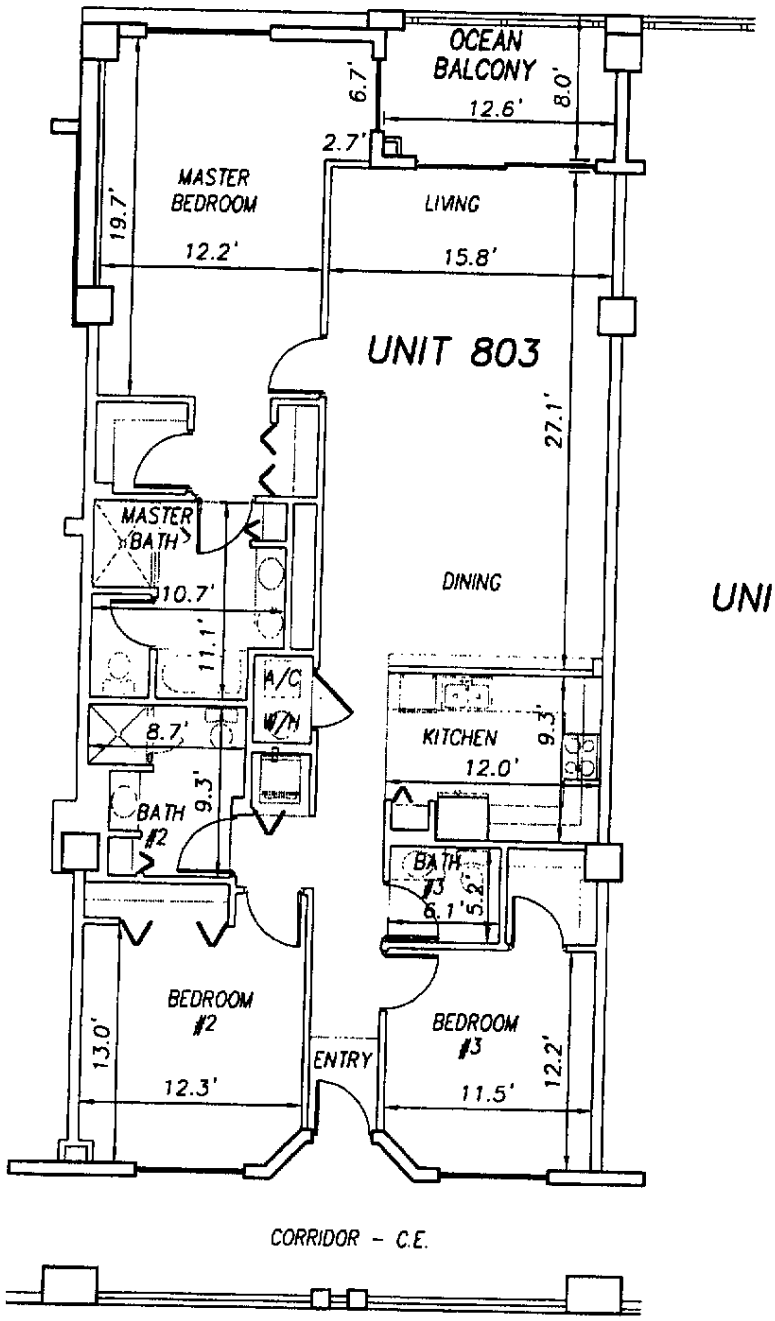

UNIT 802

UNIT 804

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 803 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
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\\survey\12001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0354

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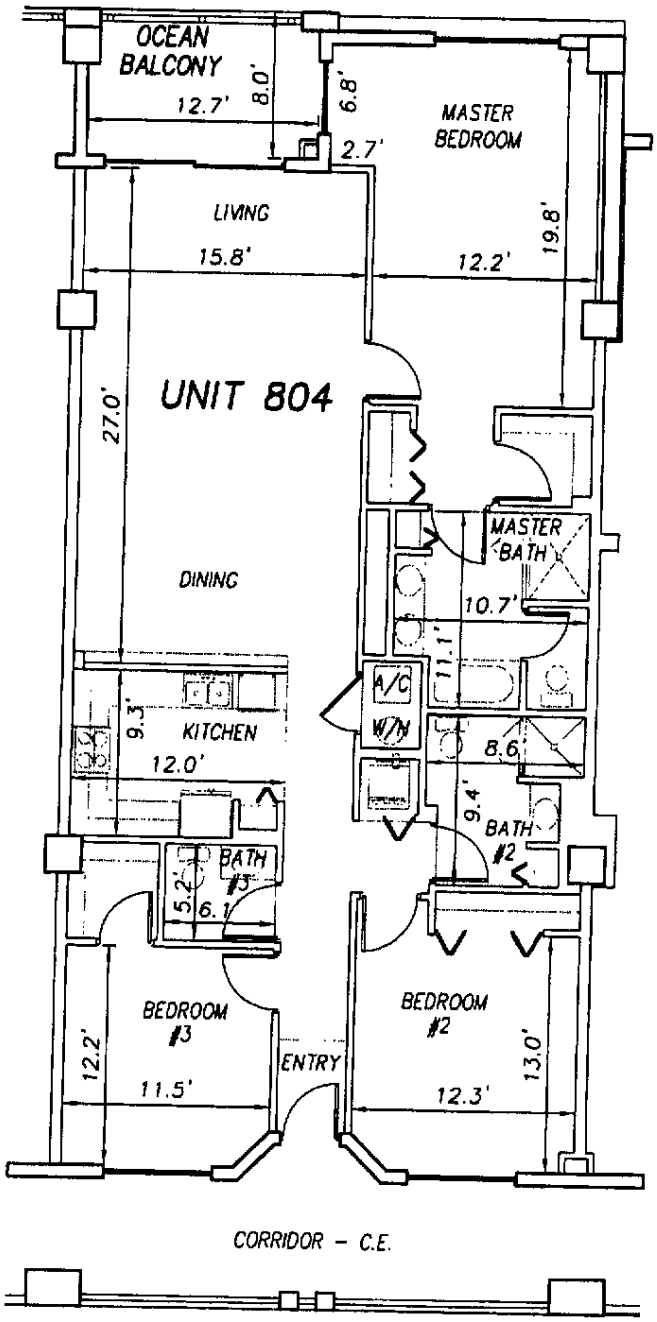

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 804 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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LB #2232

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EXHIBIT "B"

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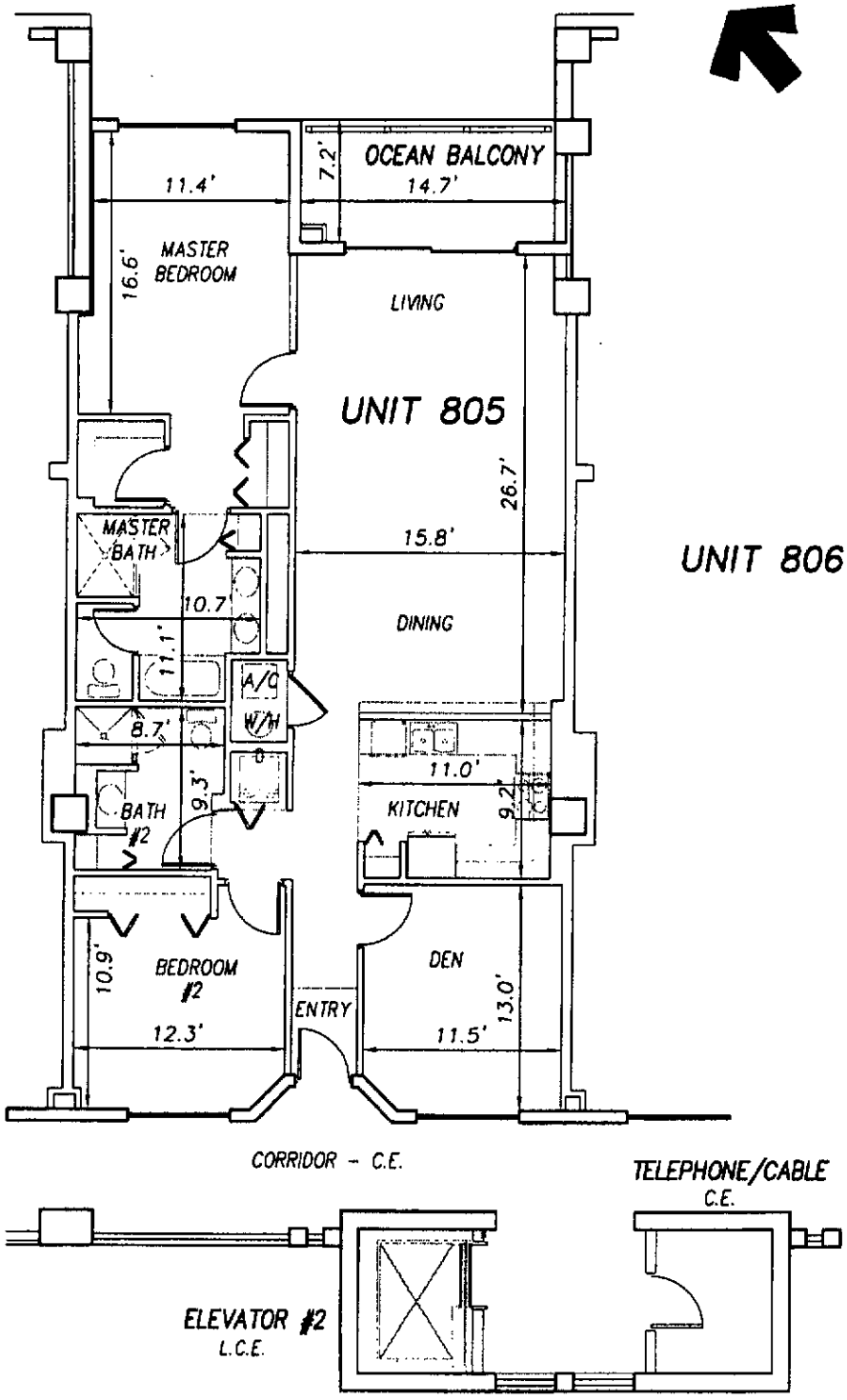

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 805 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
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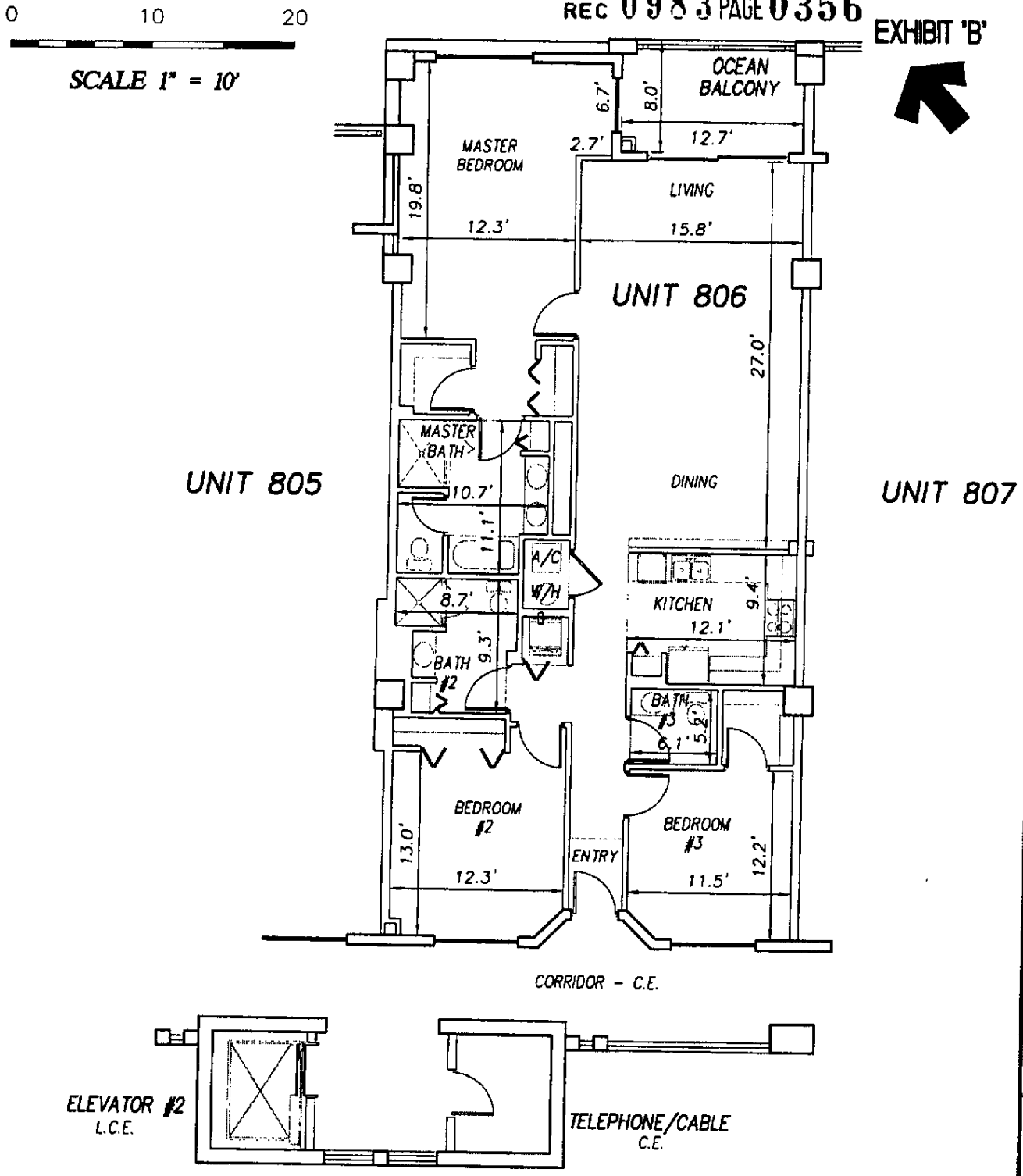

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 806 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2733

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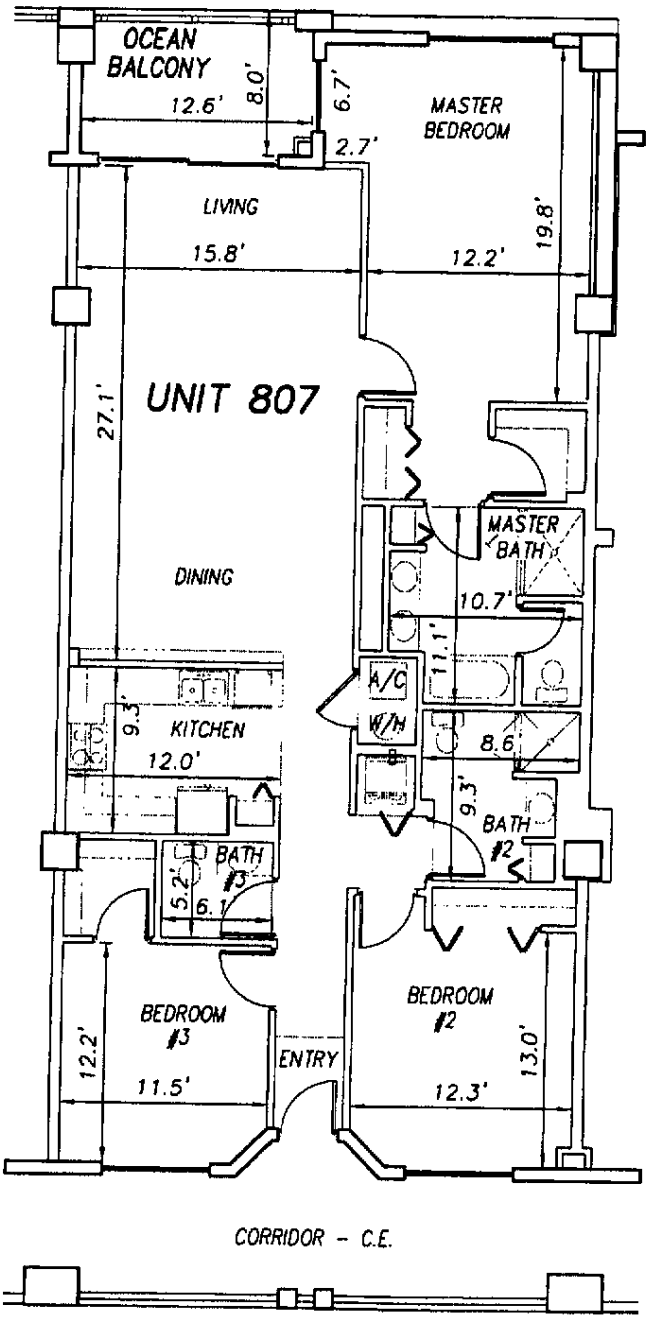

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 807 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
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LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 196 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0358

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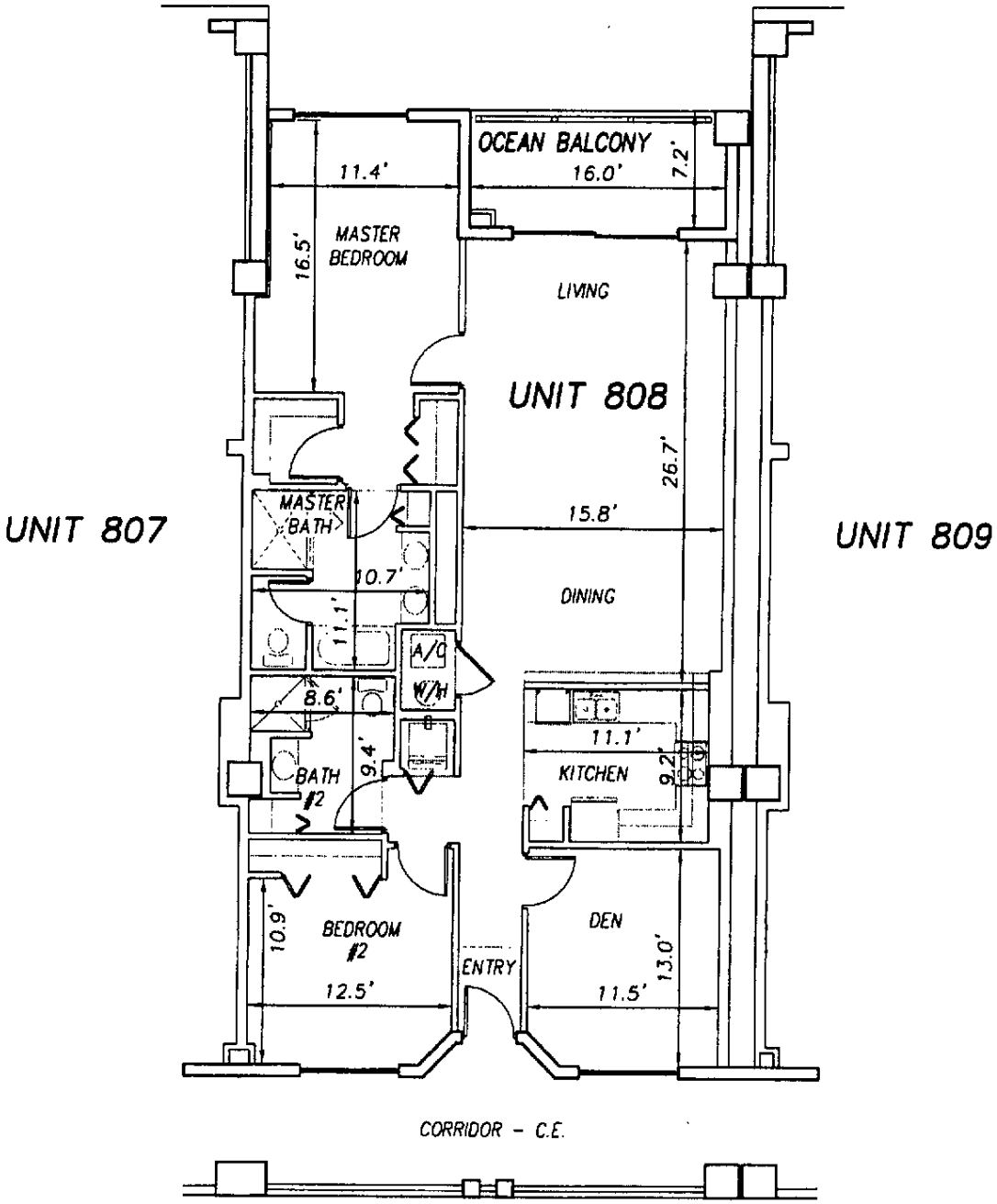

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 808 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 197 OF 213 SHEETS

\\survey\1200\land projects 12003\T3070PCBWI\dwg\CONDO-sh 18B - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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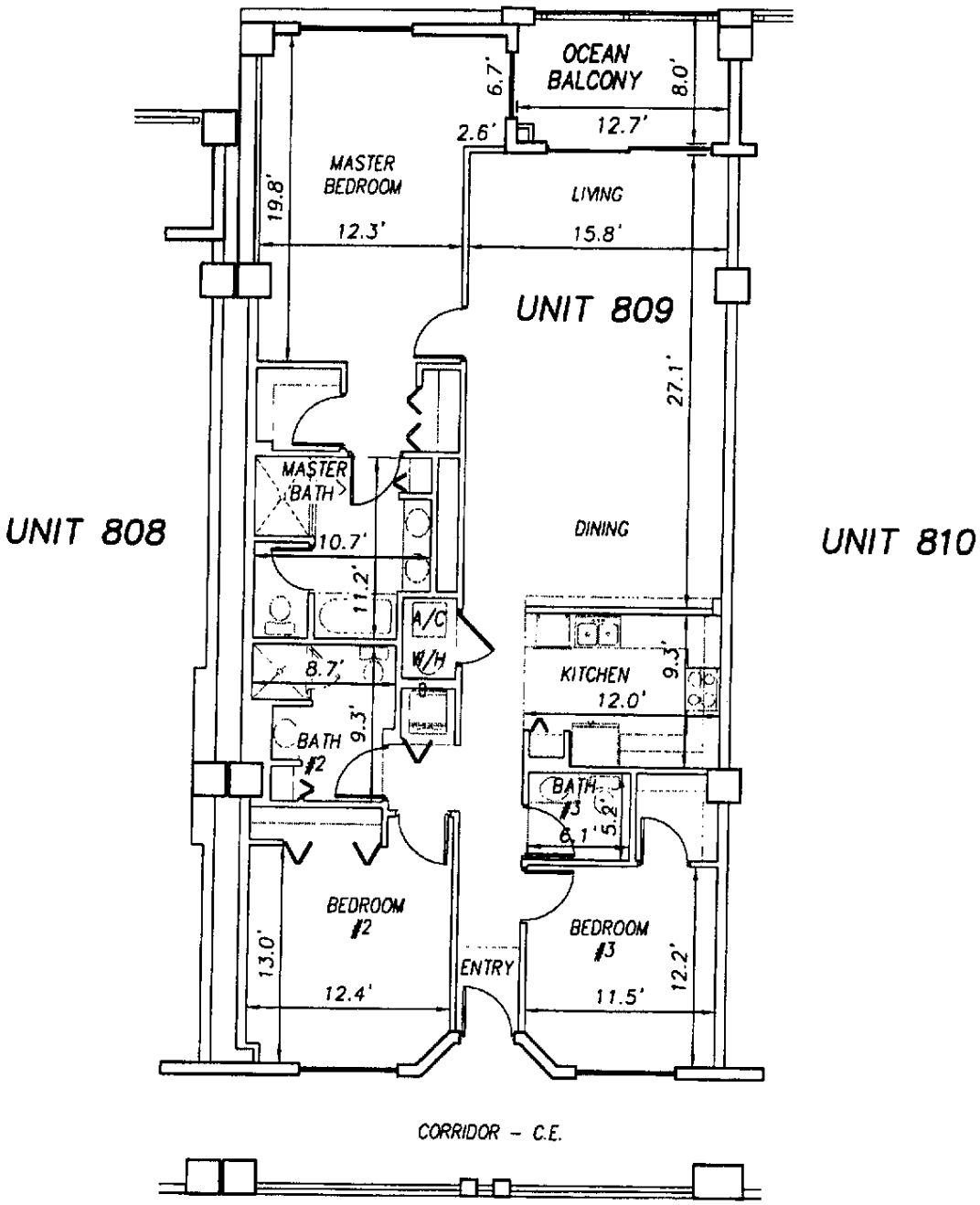
EXHIBIT "B"

OFF REC 0983 PAGE 0359



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 809 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1000 Fax 386-257-1001

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 198 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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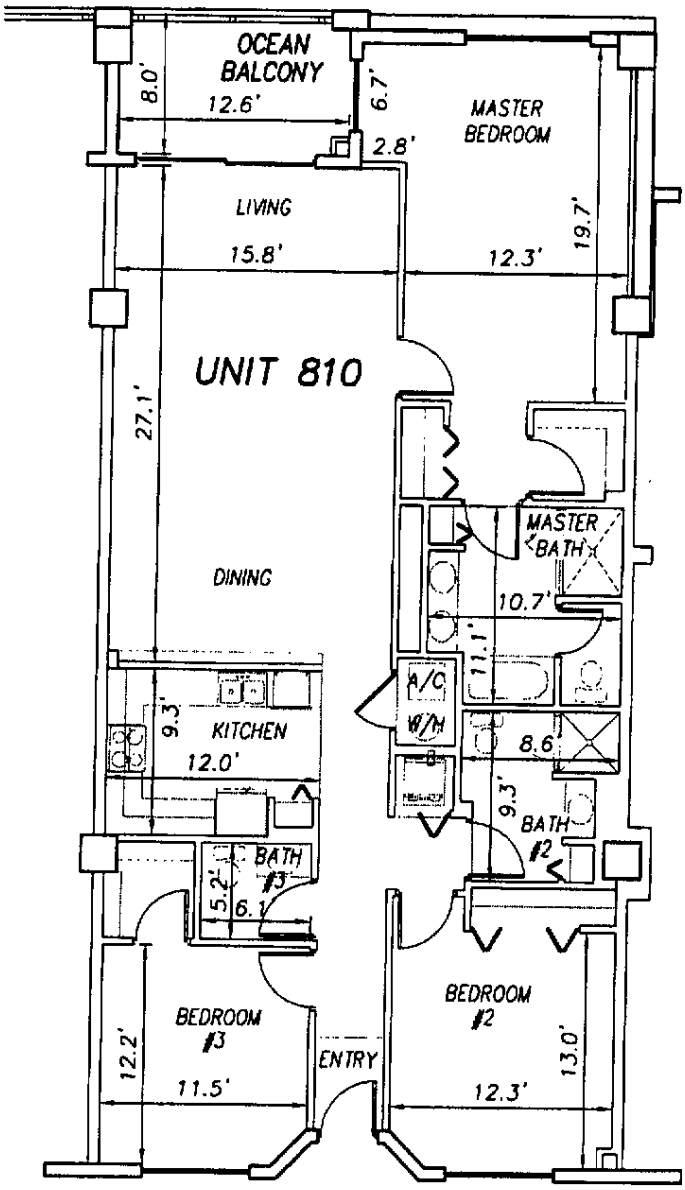

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 810 (North Wing)

TOMOKA ENGINEERING
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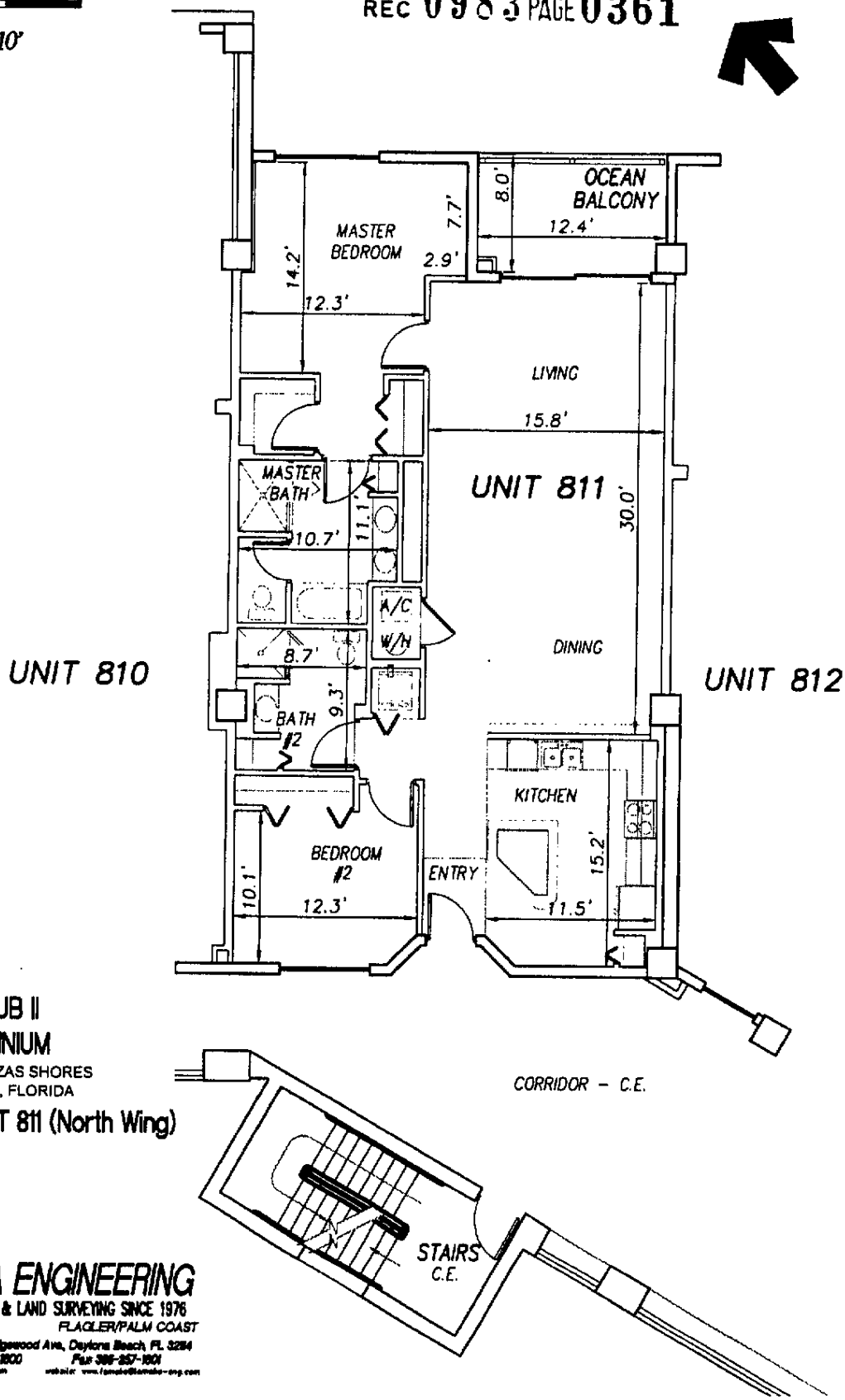

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
EIGHTH FLOOR - UNIT 811 (North Wing)

TOMOKA ENGINEERING
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Phone 386-257-1900 Fax 386-257-1901
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 200 OF 213 SHEETS

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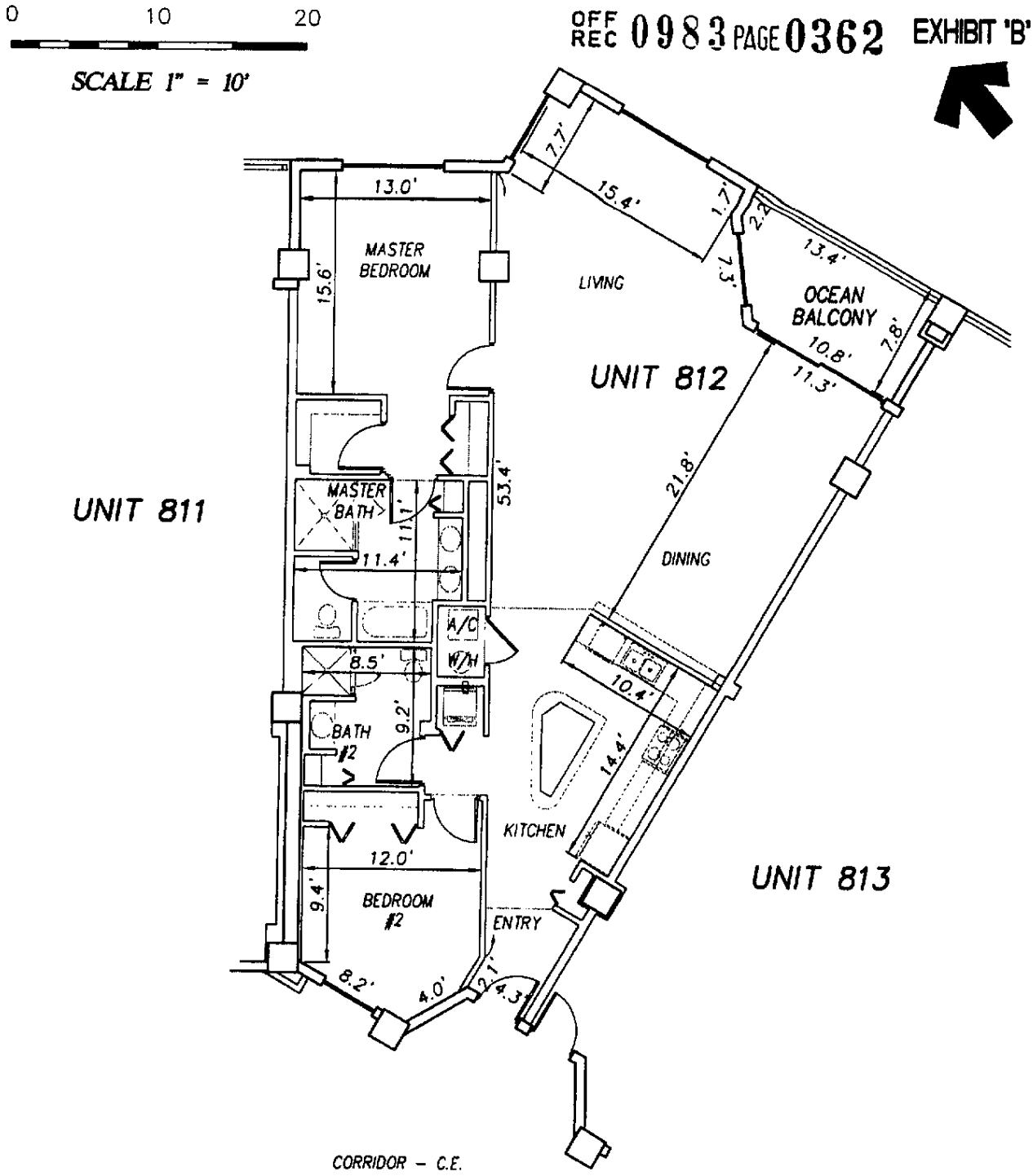

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 812 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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LB #1732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 201 OF 213 SHEETS

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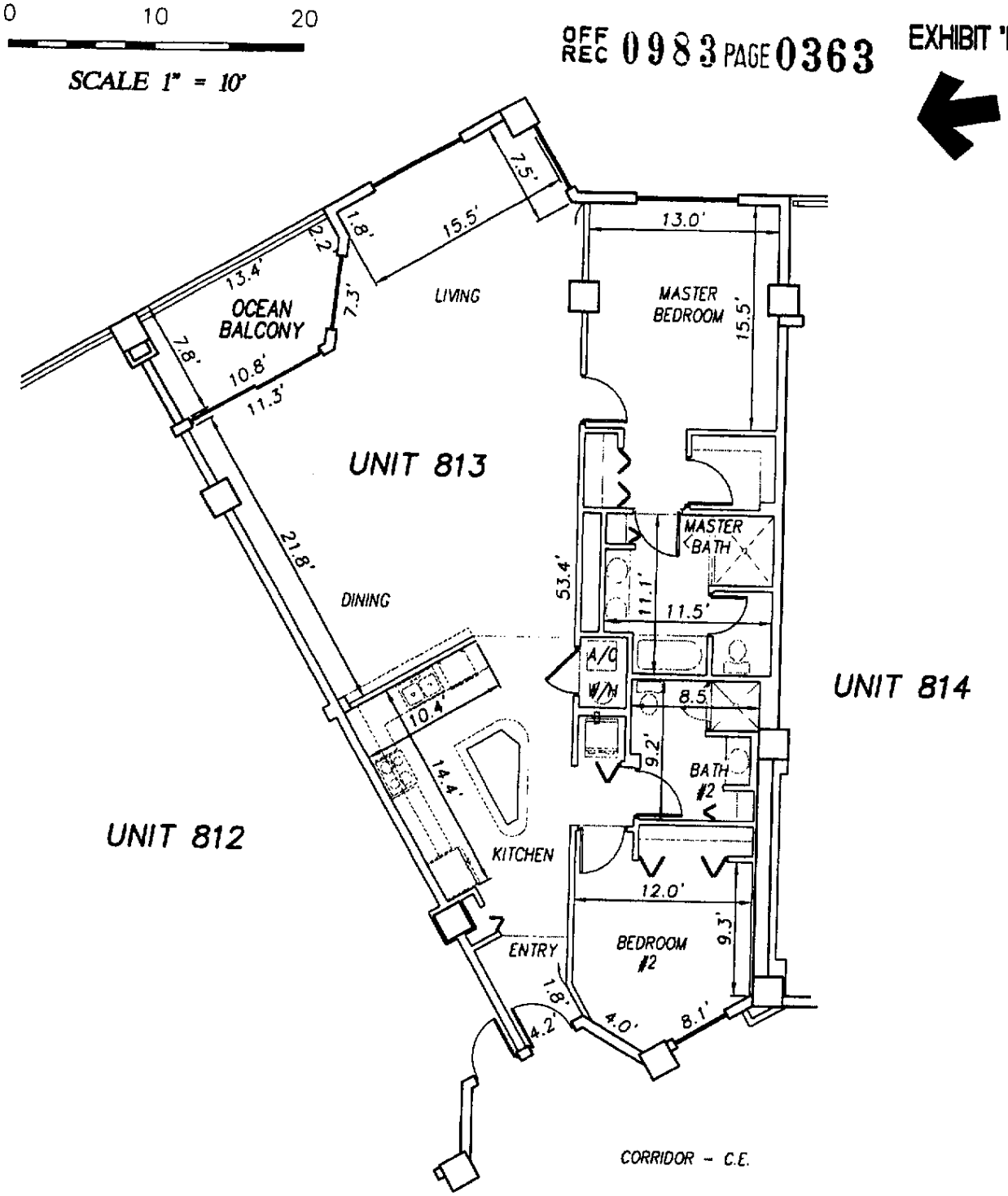

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 813 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 202 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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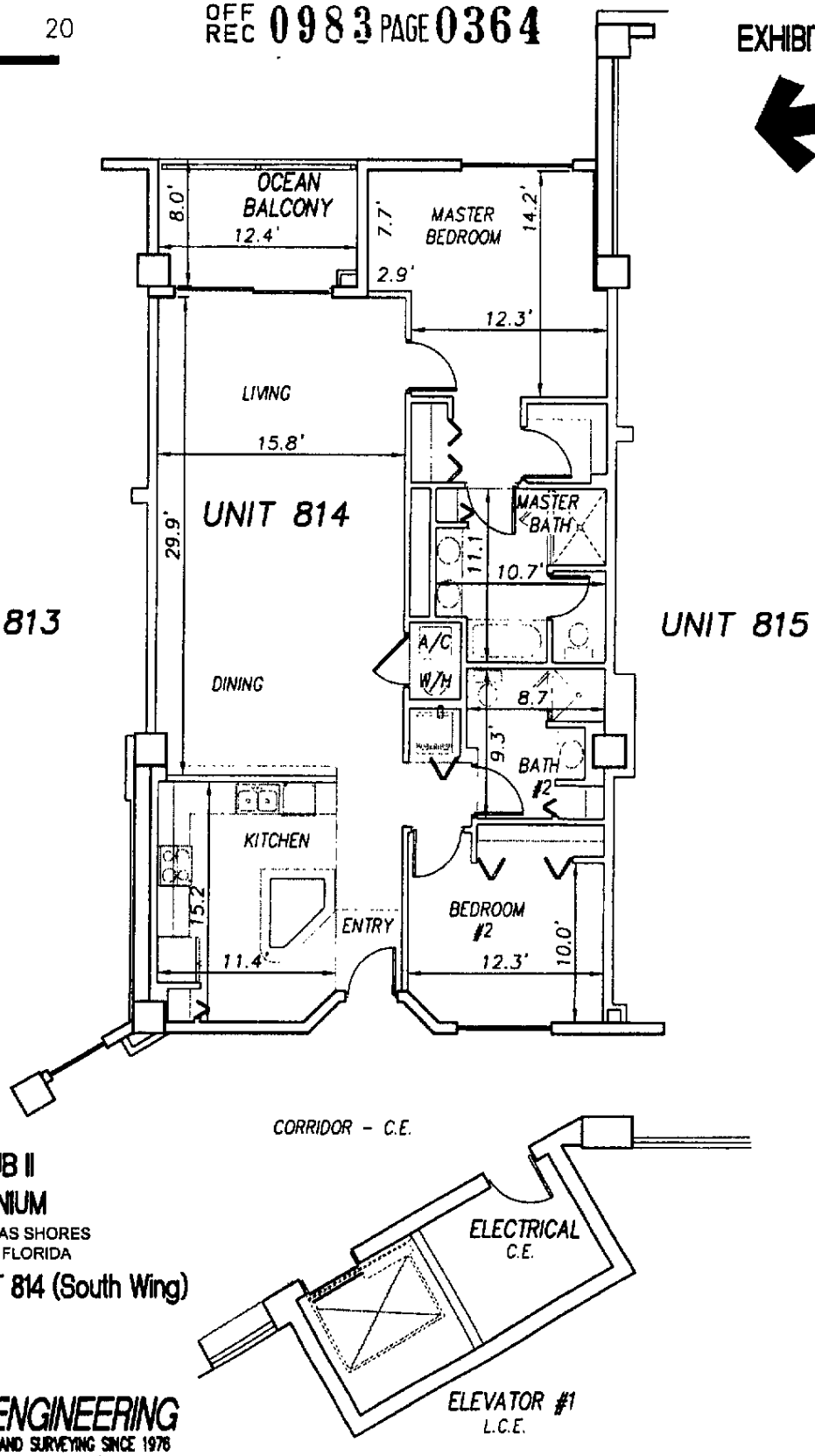

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 814 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 203 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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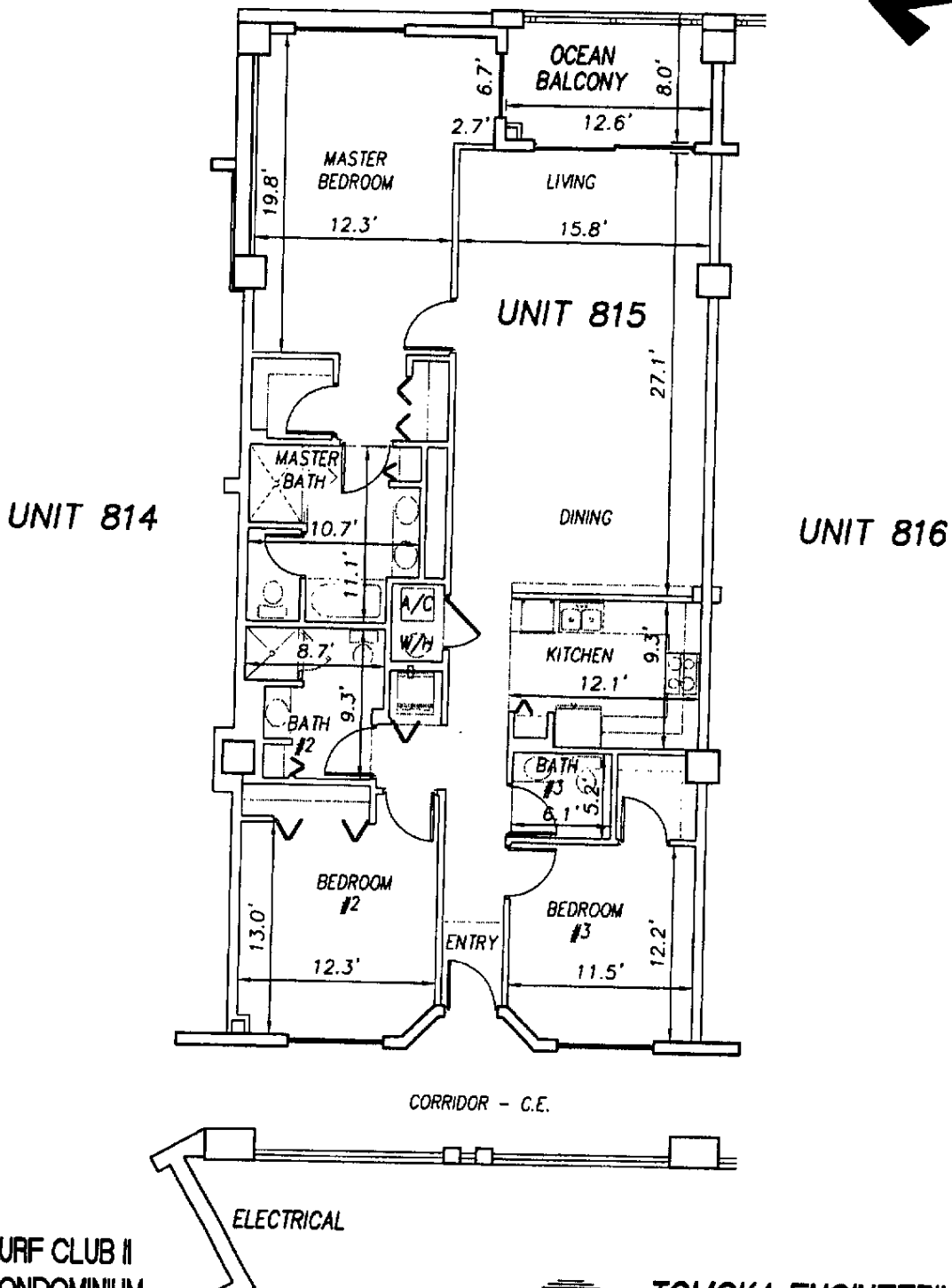

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 815 (South Wing)

TOMOKA ENGINEERING
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LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 204 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 08:13:51 AM EDT

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SCALE 1" = 10'

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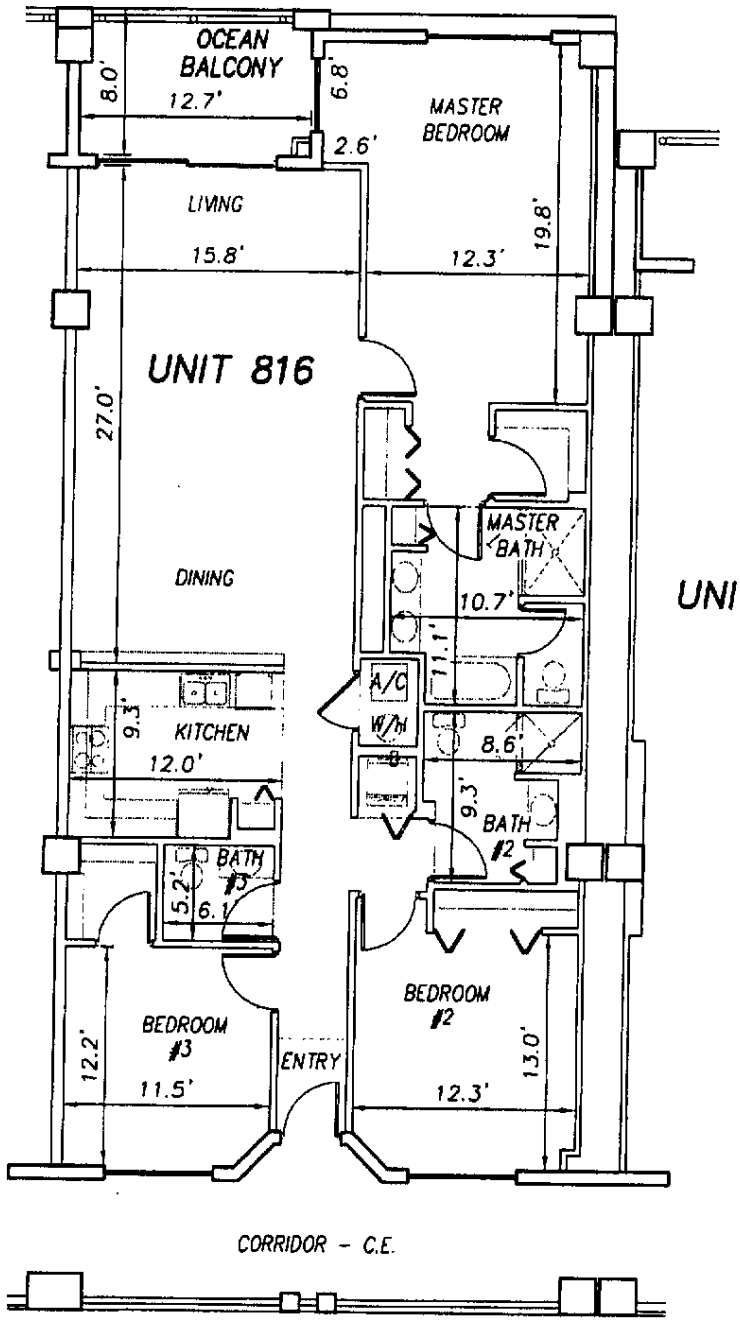

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 816 (South Wing)

TOMOKA ENGINEERING
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Phone 386-257-1600 Fax 386-257-1601

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 18B - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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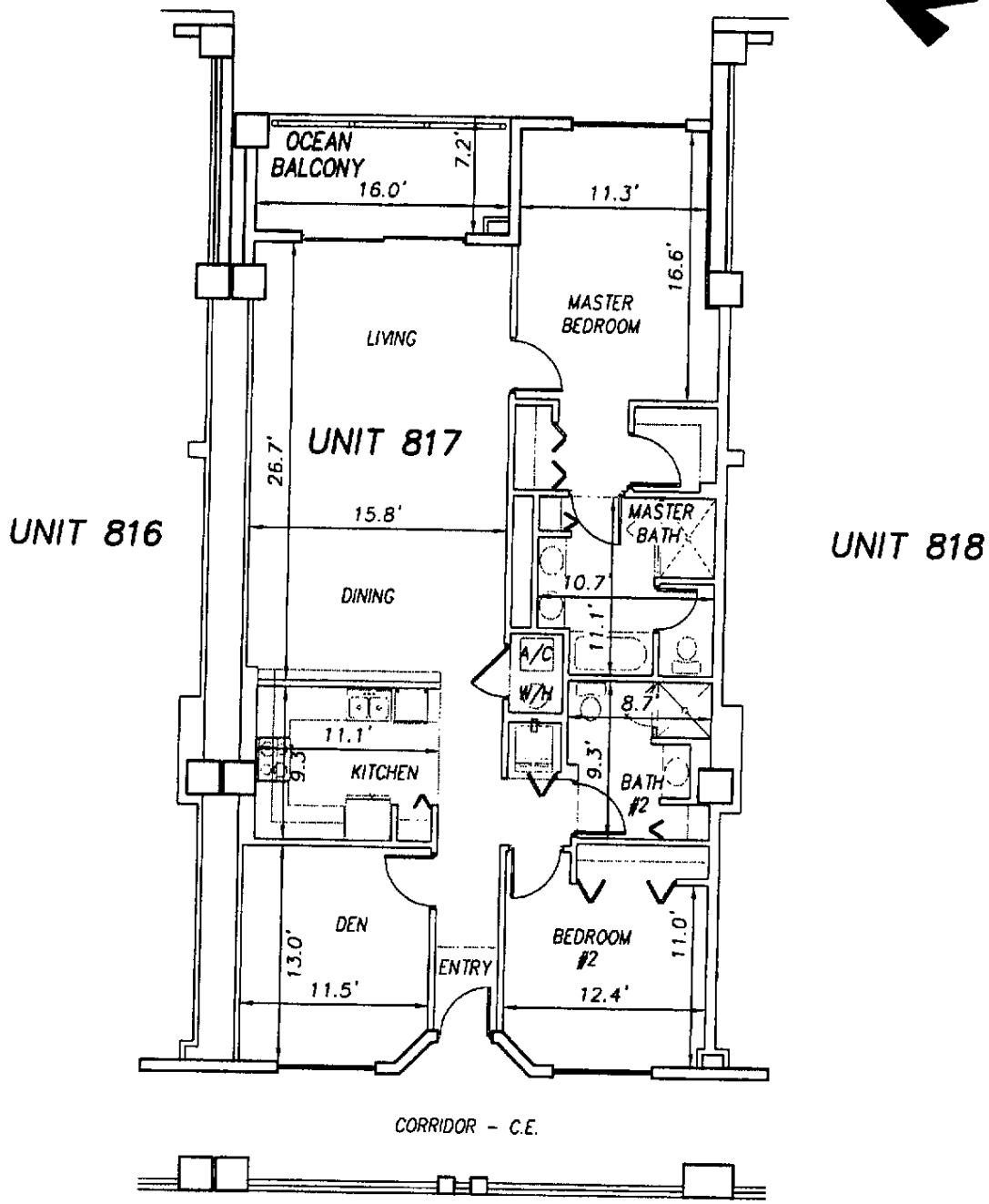

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 817 (South Wing)

TOMOKA ENGINEERING
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 206 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

EXHIBIT "B"

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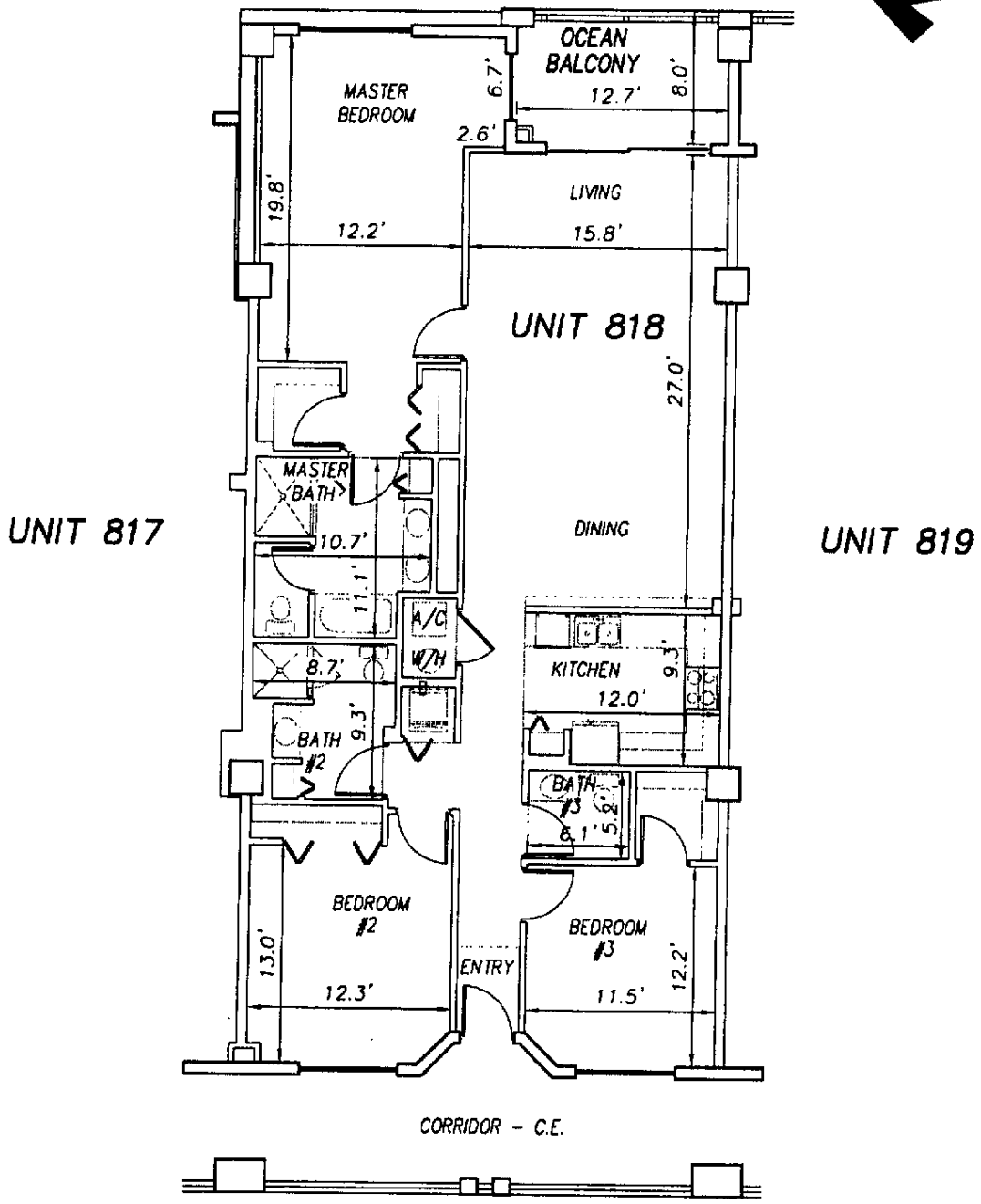

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 818 (South Wing)

TOMOKA ENGINEERING
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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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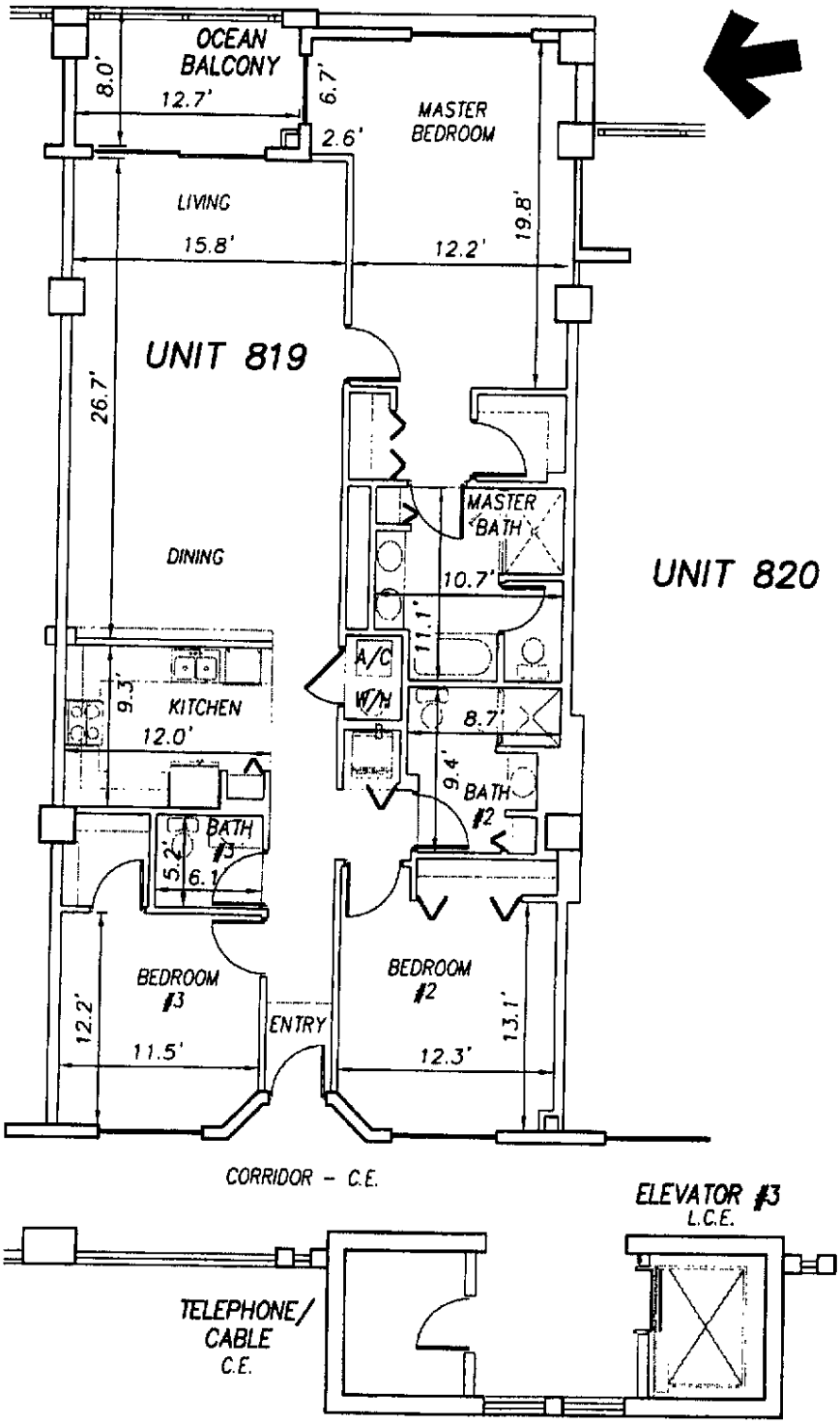

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 819 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 208 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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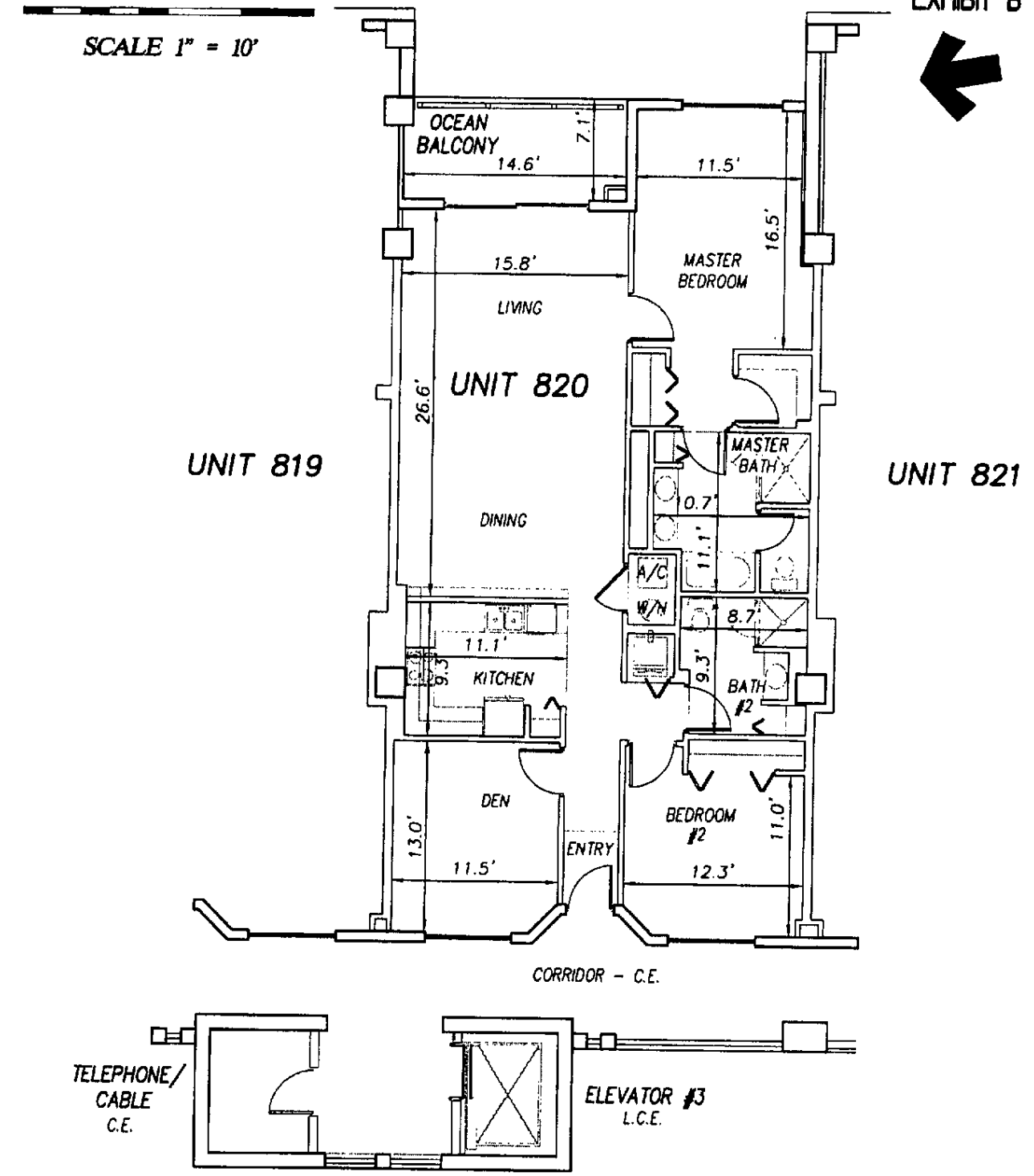

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 820 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 209 OF 213 SHEETS

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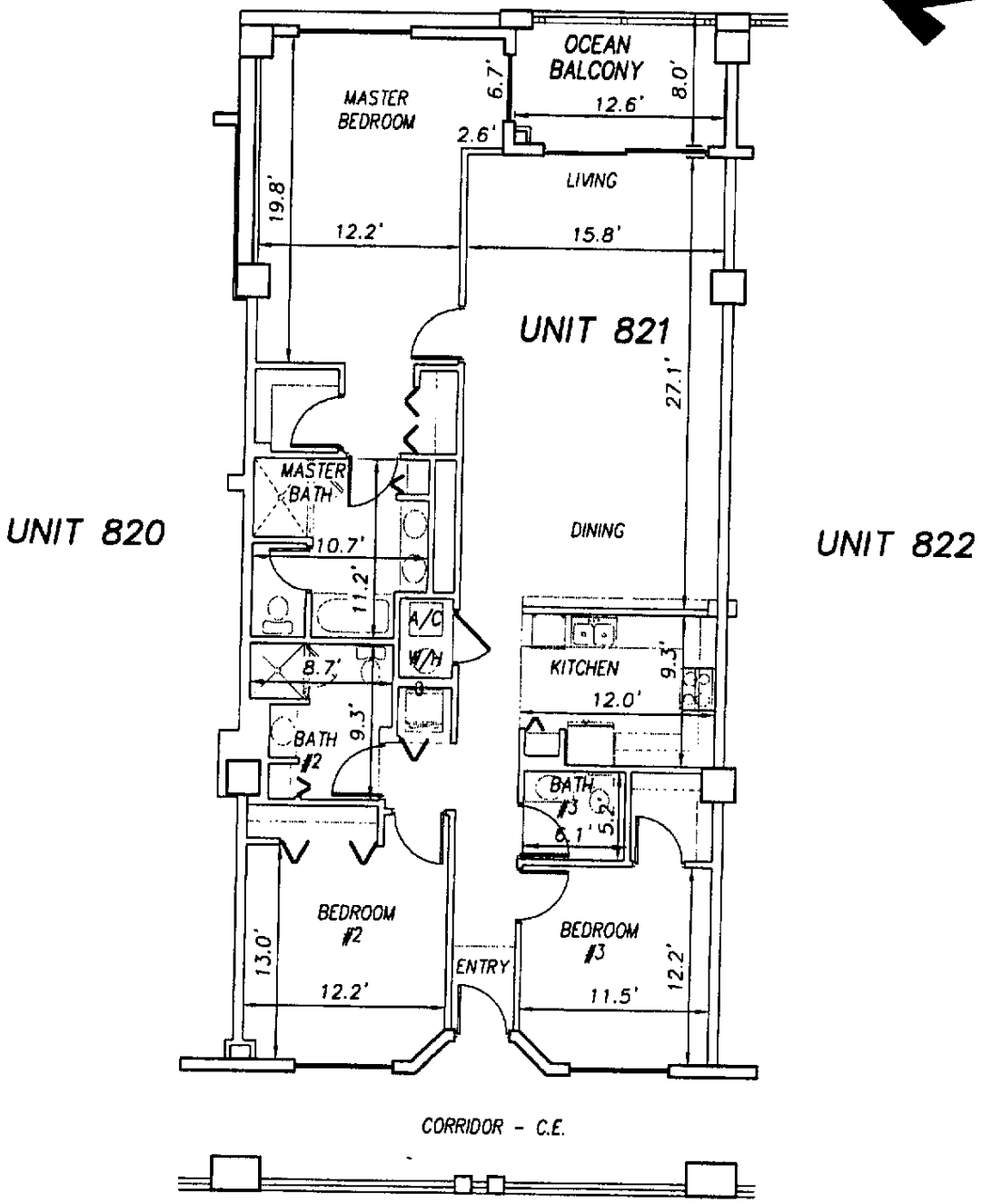

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
EIGHTH FLOOR - UNIT 821 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 210 OF 213 SHEETS

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EXHIBIT "B"

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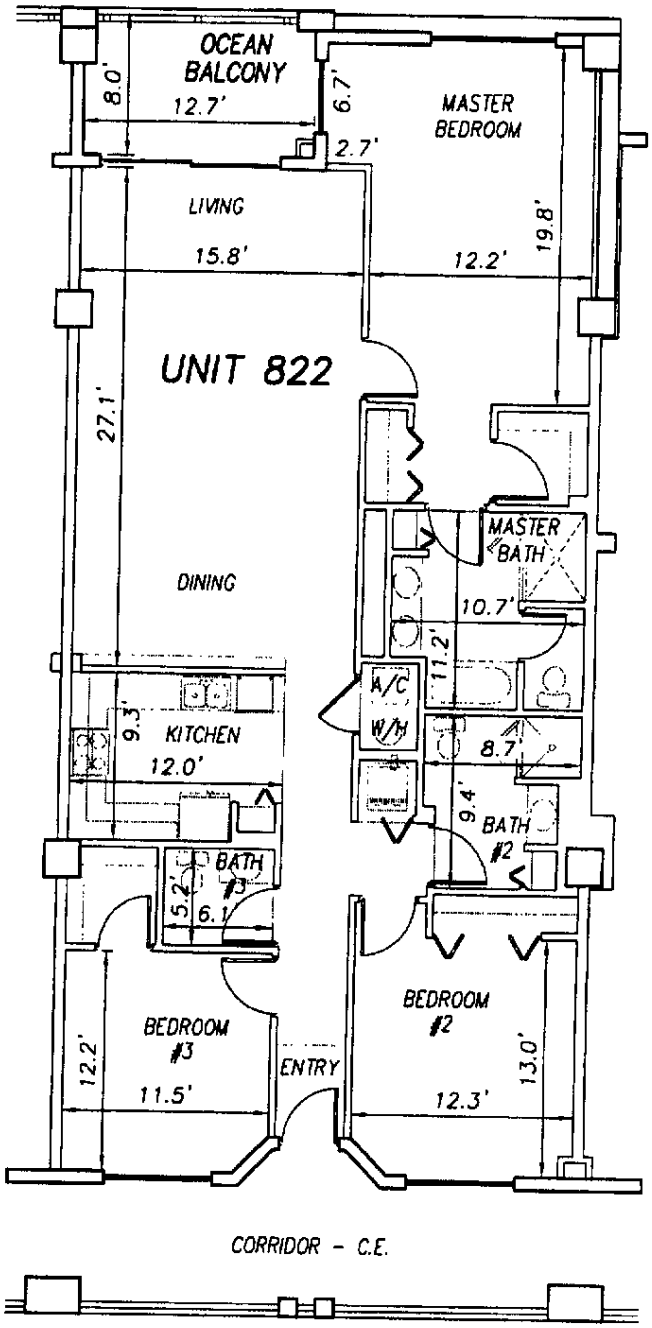

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 822 (South Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1801
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 211 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

EXHIBIT 'B'

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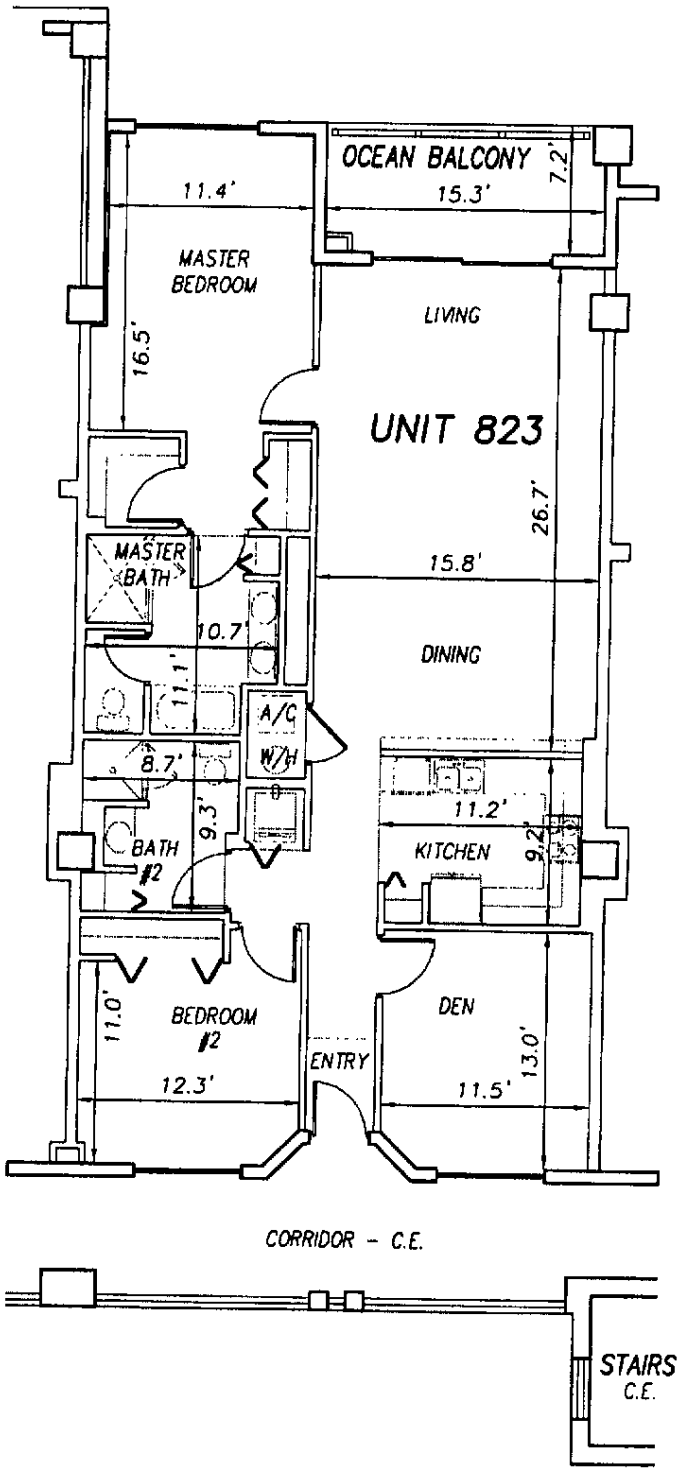

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 823 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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SCALE 1" = 10'

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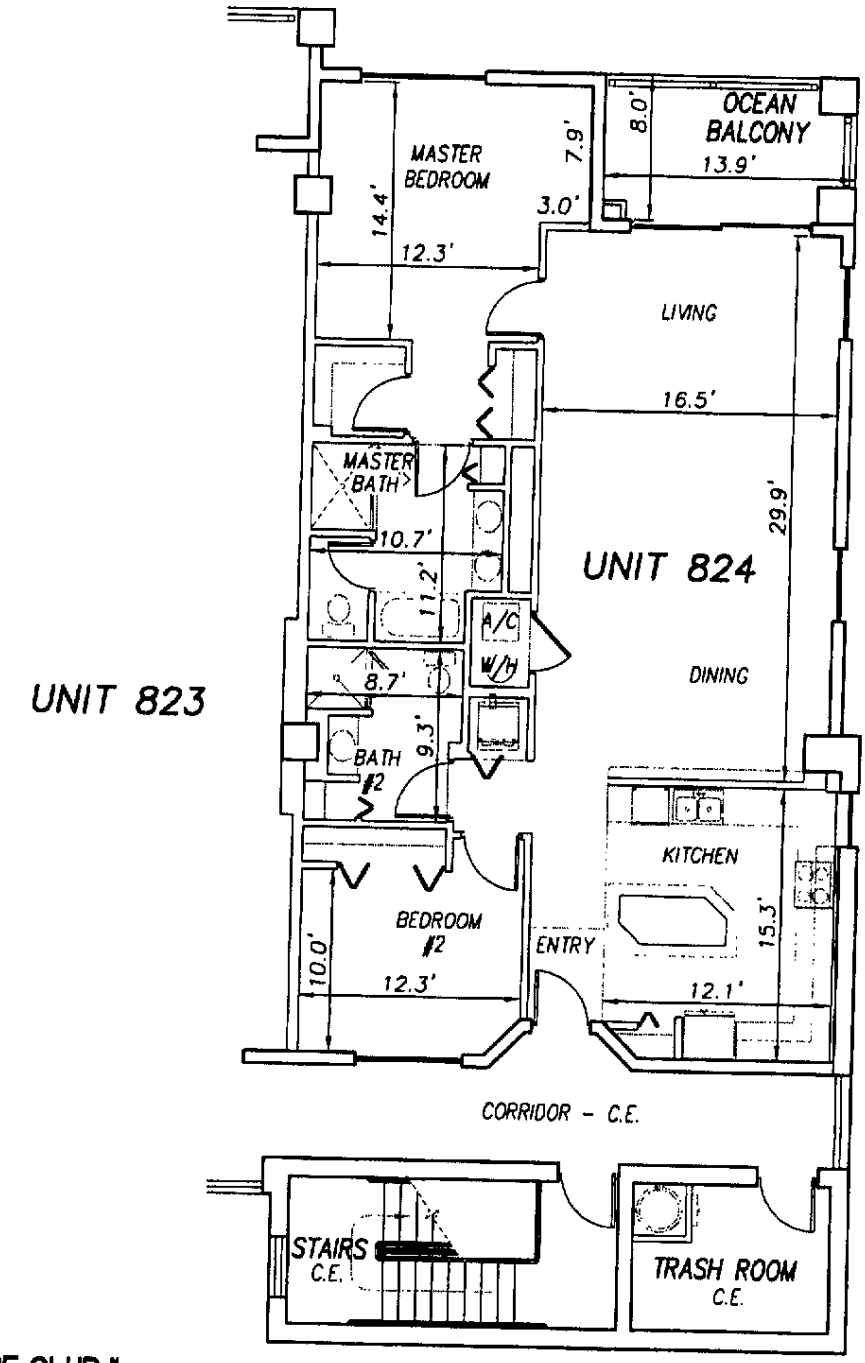
EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 824 (South Wing)

TOMOKA ENGINEERING
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JOB # T3070PCBWI

SHEET 213 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

EXHIBIT C

The following schedule lists the unit numbers, unit types, numbers of bedrooms and baths, and shares in common elements and common surplus for the initial Condominium Units in the Condominium.

SURF CLUB II	UNIT NUMBER	UNIT TYPE	# OF BEDROOMS	# OF BATHS	SHARE IN COMMON ELEMENTS/ SURPLUS
1st Floor	101	1,425 sq. ft., end unit	2	2	1/190
	111	1,398 sq. ft.	2	2	1/190
	114	1,398 sq. ft.	2	2	1/190
	124	1,425 sq. ft., end unit	2	2	1/190
	102	1,455 sq. ft. w/den	2	2	1/190
	105	1,455 sq. ft. w/den	2	2	1/190
	108	1,455 sq. ft. w/den	2	2	1/190
	117	1,455 sq. ft. w/den	2	2	1/190
	120	1,455 sq. ft. w/den	2	2	1/190
	123	1,455 sq. ft. w/den	2	2	1/190
	103	1,640 sq.ft.	3	2.5	1/190
	104	1,640 sq.ft.	3	2.5	1/190
	106	1,640 sq.ft.	3	2.5	1/190
	107	1,640 sq.ft.	3	2.5	1/190
	109	1,640 sq.ft.	3	2.5	1/190
	110	1,640 sq.ft.	3	2.5	1/190

	115	1,640 sq.ft.	3	2.5	1/190
	116	1,640 sq.ft.	3	2.5	1/190
	118	1,640 sq.ft.	3	2.5	1/190
	119	1,640 sq.ft.	3	2.5	1/190
	121	1,640 sq.ft.	3	2.5	1/190
	122	1,640 sq.ft.	3	2.5	1/190
2nd Floor	201	1,425 sq. ft., end unit	2	2	1/190
	211	1,398 sq. ft.	2	2	1/190
	214	1,398 sq. ft.	2	2	1/190
	224	1,425 sq. ft., end unit	2	2	1/190
	202	1,455 sq. ft. w/den	2	2	1/190
	205	1,455 sq. ft. w/den	2	2	1/190
	208	1,455 sq. ft. w/den	2	2	1/190
	217	1,455 sq. ft. w/den	2	2	1/190
	220	1,455 sq. ft. w/den	2	2	1/190
	223	1,455 sq. ft. w/den	2	2	1/190
	203	1,640 sq.ft.	3	2.5	1/190
	204	1,640 sq.ft.	3	2.5	1/190
	206	1,640 sq.ft.	3	2.5	1/190
	207	1,640 sq.ft.	3	2.5	1/190
	209	1,640 sq.ft.	3	2.5	1/190
	210	1,640 sq.ft.	3	2.5	1/190

	215	1,640 sq.ft.	3	2.5	1/190
	216	1,640 sq.ft.	3	2.5	1/190
	218	1,640 sq.ft.	3	2.5	1/190
	219	1,640 sq.ft.	3	2.5	1/190
	221	1,640 sq.ft.	3	2.5	1/190
	222	1,640 sq.ft.	3	2.5	1/190
	212	1,633 sq.ft.	2	2	1/190
	213	1,633 sq.ft.	2	2	1/190
3rd Floor	301	1,425 sq. ft., end unit	2	2	1/190
	311	1,398 sq. ft.	2	2	1/190
	314	1,398 sq. ft.	2	2	1/190
	324	1,425 sq. ft., end unit	2	2	1/190
	302	1,455 sq. ft. w/den	2	2	1/190
	305	1,455 sq. ft. w/den	2	2	1/190
	308	1,455 sq. ft. w/den	2	2	1/190
	317	1,455 sq. ft. w/den	2	2	1/190
	320	1,455 sq. ft. w/den	2	2	1/190
	323	1,455 sq. ft. w/den	2	2	1/190
	303	1,640 sq.ft.	3	2.5	1/190
	304	1,640 sq.ft.	3	2.5	1/190
	306	1,640 sq.ft.	3	2.5	1/190
	307	1,640 sq.ft.	3	2.5	1/190
	309	1,640 sq.ft.	3	2.5	1/190

	310	1,640 sq.ft.	3	2.5	1/190
	315	1,640 sq.ft.	3	2.5	1/190
	316	1,640 sq.ft.	3	2.5	1/190
	318	1,640 sq.ft.	3	2.5	1/190
	319	1,640 sq.ft.	3	2.5	1/190
	321	1,640 sq.ft.	3	2.5	1/190
	322	1,640 sq.ft.	3	2.5	1/190
	312	1,633 sq.ft.	2	2	1/190
	313	1,633 sq.ft.	2	2	1/190
4th Floor	401	1,425 sq. ft., end unit	2	2	1/190
	411	1,398 sq. ft.	2	2	1/190
	414	1,398 sq. ft.	2	2	1/190
	424	1,425 sq. ft., end unit	2	2	1/190
	402	1,455 sq. ft. w/den	2	2	1/190
	405	1,455 sq. ft. w/den	2	2	1/190
	408	1,455 sq. ft. w/den	2	2	1/190
	417	1,455 sq. ft. w/den	2	2	1/190
	420	1,455 sq. ft. w/den	2	2	1/190
	423	1,455 sq. ft. w/den	2	2	1/190
	403	1,640 sq.ft.	3	2.5	1/190
	404	1,640 sq.ft.	3	2.5	1/190
	406	1,640 sq.ft.	3	2.5	1/190
	407	1,640 sq.ft.	3	2.5	1/190

	409	1,640 sq.ft.	3	2.5	1/190
	410	1,640 sq.ft.	3	2.5	1/190
	415	1,640 sq.ft.	3	2.5	1/190
	416	1,640 sq.ft.	3	2.5	1/190
	418	1,640 sq.ft.	3	2.5	1/190
	419	1,640 sq.ft.	3	2.5	1/190
	421	1,640 sq.ft.	3	2.5	1/190
	422	1,640 sq.ft.	3	2.5	1/190
	412	1,633 sq.ft.	2	2	1/190
	413	1,633 sq.ft.	2	2	1/190
5th Floor	501	1,425 sq. ft., end unit	2	2	1/190
	511	1,398 sq. ft.	2	2	1/190
	514	1,398 sq. ft.	2	2	1/190
	524	1,425 sq. ft., end unit	2	2	1/190
	502	1,455 sq. ft. w/den	2	2	1/190
	505	1,455 sq. ft. w/den	2	2	1/190
	508	1,455 sq. ft. w/den	2	2	1/190
	517	1,455 sq. ft. w/den	2	2	1/190
	520	1,455 sq. ft. w/den	2	2	1/190
	523	1,455 sq. ft. w/den	2	2	1/190
	503	1,640 sq.ft.	3	2.5	1/190
	504	1,640 sq.ft.	3	2.5	1/190
	506	1,640 sq.ft.	3	2.5	1/190

	507	1,640 sq.ft.	3	2.5	1/190
	509	1,640 sq.ft.	3	2.5	1/190
	510	1,640 sq.ft.	3	2.5	1/190
	515	1,640 sq.ft.	3	2.5	1/190
	516	1,640 sq.ft.	3	2.5	1/190
	518	1,640 sq.ft.	3	2.5	1/190
	519	1,640 sq.ft.	3	2.5	1/190
	521	1,640 sq.ft.	3	2.5	1/190
	522	1,640 sq.ft.	3	2.5	1/190
	512	1,633 sq.ft.	2	2	1/190
	513	1,633 sq.ft.	2	2	1/190
6th Floor	601	1,425 sq. ft., end unit	2	2	1/190
	611	1,398 sq. ft.	2	2	1/190
	614	1,398 sq. ft.	2	2	1/190
	624	1,425 sq. ft., end unit	2	2	1/190
	602	1,455 sq. ft. w/den	2	2	1/190
	605	1,455 sq. ft. w/den	2	2	1/190
	608	1,455 sq. ft. w/den	2	2	1/190
	617	1,455 sq. ft. w/den	2	2	1/190
	620	1,455 sq. ft. w/den	2	2	1/190
	623	1,455 sq. ft. w/den	2	2	1/190
	603	1,640 sq.ft.	3	2.5	1/190
	604	1,640 sq.ft.	3	2.5	1/190

	606	1,640 sq.ft.	3	2.5	1/190
	607	1,640 sq.ft.	3	2.5	1/190
	609	1,640 sq.ft.	3	2.5	1/190
	610	1,640 sq.ft.	3	2.5	1/190
	615	1,640 sq.ft.	3	2.5	1/190
	616	1,640 sq.ft.	3	2.5	1/190
	618	1,640 sq.ft.	3	2.5	1/190
	619	1,640 sq.ft.	3	2.5	1/190
	621	1,640 sq.ft.	3	2.5	1/190
	622	1,640 sq.ft.	3	2.5	1/190
	612	1,633 sq.ft.	2	2	1/190
	613	1,633 sq.ft.	2	2	1/190
7th Floor	701	1,425 sq. ft., end unit	2	2	1/190
	711	1,398 sq. ft.	2	2	1/190
	714	1,398 sq. ft.	2	2	1/190
	724	1,425 sq. ft., end unit	2	2	1/190
	702	1,455 sq. ft. w/den	2	2	1/190
	705	1,455 sq. ft. w/den	2	2	1/190
	708	1,455 sq. ft. w/den	2	2	1/190
	717	1,455 sq. ft. w/den	2	2	1/190
	720	1,455 sq. ft. w/den	2	2	1/190
	723	1,455 sq. ft. w/den	2	2	1/190
	703	1,640 sq.ft.	3	2.5	1/190

	704	1,640 sq.ft.	3	2.5	1/190
	706	1,640 sq.ft.	3	2.5	1/190
	707	1,640 sq.ft.	3	2.5	1/190
	709	1,640 sq.ft.	3	2.5	1/190
	710	1,640 sq.ft.	3	2.5	1/190
	715	1,640 sq.ft.	3	2.5	1/190
	716	1,640 sq.ft.	3	2.5	1/190
	718	1,640 sq.ft.	3	2.5	1/190
	719	1,640 sq.ft.	3	2.5	1/190
	721	1,640 sq.ft.	3	2.5	1/190
	722	1,640 sq.ft.	3	2.5	1/190
	712	1,633 sq.ft.	2	2	1/190
	713	1,633 sq.ft.	2	2	1/190
8th Floor	801	1,425 sq. ft., end unit	2	2	1/190
	811	1,398 sq. ft.	2	2	1/190
	814	1,398 sq. ft.	2	2	1/190
	824	1,425 sq. ft., end unit	2	2	1/190
	802	1,455 sq. ft. w/den	2	2	1/190
	805	1,455 sq. ft. w/den	2	2	1/190
	808	1,455 sq. ft. w/den	2	2	1/190
	817	1,455 sq. ft. w/den	2	2	1/190
	820	1,455 sq. ft. w/den	2	2	1/190
	823	1,455 sq. ft. w/den	2	2	1/190
	803	1,640 sq.ft.	3	2.5	1/190
	804	1,640 sq.ft.	3	2.5	1/190

	806	1,640 sq.ft.	3	2.5	1/190
	807	1,640 sq.ft.	3	2.5	1/190
	809	1,640 sq.ft.	3	2.5	1/190
	810	1,640 sq.ft.	3	2.5	1/190
	815	1,640 sq.ft.	3	2.5	1/190
	816	1,640 sq.ft.	3	2.5	1/190
	818	1,640 sq.ft.	3	2.5	1/190
	819	1,640 sq.ft.	3	2.5	1/190
	821	1,640 sq.ft.	3	2.5	1/190
	822	1,640 sq.ft.	3	2.5	1/190
	812	1,633 sq.ft.	2	2	1/190
	813	1,633 sq.ft.	2	2	1/190
Total					190(100%)

EXHIBIT D

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SURF CLUB II CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 8, 2002, as shown by the records of this office.

The document number of this corporation is N02000003628.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of May, 2002

Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION
OF
SURF CLUB II CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapters 617 and 718 of the Florida Statutes, the undersigned hereby associate into a corporation for the purpose and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

EXPLANATION OF TERMINOLOGY

A. The terms contained in these Articles of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, as amended prior to the date of execution of these Articles, shall have the meaning of such terms set forth in such Act. All terms which are defined in the Declarations of Condominium for those condominiums administered by Association (the "Declarations") shall be used herein with the same meanings as defined in said Declarations.

B. "Association" as used herein shall mean the Surf Club II Condominium Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE I
NAME

The name of this Association shall be the SURF CLUB II CONDOMINIUM ASSOCIATION, INC., whose present address is 21 Old Kings Road, Suite B101, Palm Coast, Florida, 32137.

ARTICLE II
PURPOSE OF ASSOCIATION

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of one condominium (the "Condominium"). It is intended that the maximum number of Condominium Units that may ultimately be operated by the Association is one hundred ninety (190).

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of Condominium Units, Common Elements and each Condominium Property;

(b) to make, levy, collect and enforce Assessments against Condominium Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of each Condominium, in the manner provided in the condominium documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to collect the Common Expenses of each Condominium administered by the Association;

(d) to collect each Condominium's share of Operating Expenses of the Master Owner's Association;

(e) to maintain, repair, replace and operate each Condominium Property in accordance with the condominium documents and the Act;

(f) to reconstruct improvements of each Condominium Property in the event of casualty or other loss;

(g) to enforce by legal means the provisions of the condominium documents;

(h) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of each Condominium Property and to enter into any other agreements consistent with the purposes of the Association;

(i) to acquire, own, mortgage, and convey real and personal property and to take such other reasonable actions in that regard; and

(j) to carry out its duties and obligations under the condominium documents.

3. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of all Condominiums.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the By-Laws and the Act.

ARTICLE IV
MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by members shall be as follows:

1. Until such time as the Condominium in the Surf Club II or other condominium is submitted to condominium ownership by the recordation of a Declaration in the Public Records of Flagler County, Florida, the members of this Association shall be comprised solely of Declarant of that condominium.

2. After the Condominium shall be submitted to the condominium form of ownership by the recordation of a Declaration, the Condominium Unit Owners, which in the first instance shall mean Declarant as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of members.

3. Except as to Declarant, who shall be a member as long as it shall own a Unit, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit in a Condominium administered by this association as evidenced by the recording of an instrument of conveyance in the Public Records of Flagler County, whereupon, the membership in the Association of the prior owner thereof, if any, shall terminate as to that Condominium Unit. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

4. No member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

5. Each Condominium Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the By-Laws.

6. The following provisions shall govern the right of each member to vote and the manner of exercising such right:

(a) If there is more than one (1) Condominium Unit Owner with respect to a Condominium Unit as a result of the fee interest in such Condominium Unit being held by more than one (1) person, such Condominium Unit Owners, collectively, shall be entitled to only one (1) vote determined in the manner set forth by the Declaration;

(b) The members shall elect the Board of Directors in the manner provided in Article IX of these Articles;

(c) The President or the person designated by the President in writing shall serve as the "Voting Member" of the Condominiums at certain meetings of the Master Owner's Association, as set forth in the Declaration of Covenants, Conditions and Restrictions for Matanzas Shores.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The Incorporator of the Valerie Kaan, whose address is 21 Old Kings Road, Suite B101, Palm Coast, Florida 32137.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board of Directors, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board of Directors.

B. The Board of Directors shall elect the President, a Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors; provided, however, such officers may be removed by such Board of Directors, and other persons may be elected by the Board of Directors as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, or Treasurer.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	Valerie Kaan
Vice President	-	William Harkins
Secretary/Treasurer	-	Greg Robinson

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") and the "Initial Elected Board" (as hereinafter defined) shall initially be three (3). After the "Majority Election Meeting" (as that term is hereinafter defined), the Board of Directors shall have the right to increase the number of Directors to seven (7).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

Valerie Kaan	646 Osprey Point Circle, Boca Raton, FL 33431
William Harkins	21 Old Kings Road North, Ste. B101, Palm Coast, FL 32137
Greg Robinson	21 Old Kings Road North, Ste. B101, Palm Coast, FL 32137

Declarant reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Within seventy-five (75) days after Condominium Unit Owners in each condominium other than Declarant ("Purchaser Members") shall own fifteen percent (15%) or more of the Condominium Units ultimately intended to be operated by the Association, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board of Directors, which election shall take place at a special meeting (the "Initial Election Meeting") to be called by the Board of Directors, notice of which shall be given not less than sixty (60) days after the conveyance to Purchaser Members of fifteen percent (15%) of the Condominium Units ultimately intended to be operated by the Association. Declarant shall designate the remaining Directors on the Board of Directors. The

Director to be so elected by the Purchaser Members and the Directors to be designated by Declarant are hereinafter collectively referred to as the "Initial Elected Board". The Initial Elected Board shall succeed the First Board upon their election and designation. Subject to the provisions of Paragraph D herein, the Initial Elected Board shall serve until the next annual members' meeting, at which time one-third (1/3) of the Board shall be elected by the Purchaser Members and the remaining Directors shall be designated by Declarant. Directors shall continue to be so elected and designated at each subsequent annual members' meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors. Declarant reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Declarant pursuant to this Paragraph C.

D. Purchaser Members shall be entitled to elect not less than a majority of the Board of Directors in the event of any of the following, whichever shall first occur (the "Majority Election Event"):

1. Three (3) years after fifty percent (50%) of the Condominium Units ultimately intended to be operated by the Association have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety percent (90%) of the Condominium Units ultimately intended to be operated by the Association have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. After all of the Condominium Units ultimately intended to be operated by the Association have been sold and none of the others are being offered for sale by Declarant in the ordinary course of business; or

4. After some of the Condominium Units ultimately intended to be operated by the Association have been conveyed and none of the others are being constructed by Declarant in the ordinary course of business; or

5. Seven (7) years after the Declaration of Condominium has been recorded with the Public Records of the County; or, seven (7) years in the case of a phase condominium being operated by an association created pursuant to §718.403 after recordation creating the initial phase.

6. When Declarant, as Declarant has the right to do at any time, upon written notice to the Association, relinquishes its right to designate a majority of the Board of Directors.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting (the "Majority Election Meeting") to be called by the Board of Directors, notice of which shall be given within sixty (60) days of the Majority Election Event.

F. The Initial Election Meeting and Majority Election Meeting shall be called by the Board of Directors by written notice given to all members in accordance with the By-Laws; provided, however, that the members shall be given at least thirty (30) but not more than forty (40) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Declarant.

G. Declarant shall cause all of its designated Directors to resign ("Declarant's Resignation Event") when Declarant no longer holds for sale five percent (5%) of the Total Condominium Units ultimately intended to be operated by the Association. If Declarant's Resignation Event shall occur after the Majority Election Meeting, then upon the occurrence of the Declarant's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. Such successor Director shall serve until the next annual members' meeting, at which time the members shall elect his successor. If, upon the occurrence of the Declarant's Resignation Event, the Majority Election Meeting has not occurred, the remaining Purchaser Director shall call the Majority Election Meeting in accordance with the By-Laws and the Act at which all of the Directors shall be elected by the Purchaser Members.

H. At each annual members' meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the members.

I. Upon the resignation of a Director who has been elected or designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board, the Association shall be deemed to have remised, released, acquitted, satisfied and forever discharged such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, relating to his actions as such officer or Director, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board of Directors designated by the Declarant do not have to be members of the Association.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels or if no litigation or proceeding has been instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, claim or settlement to which he may be made a party by reason of his being or having been a Director or officer of the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and liabilities are incurred. If in such litigation, proceeding, claim, or settlement a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI
BY-LAWS

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

ARTICLE XII
AMENDMENTS

A. Prior to recording the Declaration in the Surf Club II Condominium among the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the first Declaration in the Surf Club II Neighborhood upon the recording of such Declaration.

B. After recording the Declaration in the Surf Club II Condominium among the Public Records of the County, these Articles may be amended by any of the following methods:

1. The proposed amendment shall be adopted by the affirmative vote of a majority of the votes of all members at an annual members meeting or special meeting of the members. Any number of amendments may be submitted to the members and voted upon by them at one meeting; or

BY-LAWS OF
SURF CLUB II CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

Section 1. Identification of Association

These are the By-Laws of the Surf Club II Condominium Association, Inc., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapters 617 and 718 of the Florida Statutes for the purpose of administering a condominium located in Flagler County, Florida.

1.1 The present office of the Association shall be located at 21 Old Kings Road, Suite B101, Palm Coast, Florida, and thereafter may be located at any place in the County designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, or as otherwise determined by the Board of Directors.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Explanation of Terminology

The terms defined in the Declaration of Condominium of each Condominium administered by the Association are incorporated herein by reference.

Section 3. Membership in the Association, Members' Meetings, Voting and Proxies

3.1 The qualification of members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The members shall meet annually at the office of the Association or such other place in the County on the first Monday of June, commencing with the year 2001; provided, however, that said date may be changed by resolution of the Board of Directors so long as the annual members meeting for any year shall be held not later than thirteen (13) months after the last preceding annual members meeting. The purpose of the annual members meeting shall be to hear reports of the officers, elect members of the Board of Directors (subject to the provisions of Article IX of the Articles) and to transact any other business authorized to be transacted by the members.

3.3 Special meetings of the members shall be held at any place within the County, whenever called by the President, a Vice President or a majority of the Board of Directors. A special

meeting must be called by the President or a Vice President upon receipt of a written request from one-third (1/3) of the members. Special meetings shall be called by the President or a Vice President upon receipt of written notice from the Association of a meeting of the members thereof.

3.4 Written notice of any meeting (whether an annual members meeting or a special meeting of the members) shall be mailed to each member entitled to vote at his last known address as it appears on the books of the Association. Written notice of an annual members meeting shall be mailed to each member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days nor more than forty (40) days prior to the date of the annual members meeting. Written notice of a special meeting of the members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of such special meeting. Proof of mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by the Secretary or acting Secretary of the Association. Notice of the annual members meeting shall be posted at a conspicuous place on each Condominium Property at least fourteen (14) continuous days prior to an annual members meeting. If a meeting of the members, whether a special meeting or an annual members meeting, is one which, by express provision of the Act or Condominium Documents, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then the aforesaid express provision shall govern. Notice of any special meeting shall set forth the purpose of such special meeting. Notice of any meeting may be waived in writing by any member before, during or after a meeting.

3.5 The members may, at the discretion of the Board of Directors, act by written consent in lieu of a special meeting, provided written notice of the matter or matters to be voted upon is given to each member at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the members as to the matter or matters to be voted upon (as evidenced by written consent requested in the notice) shall be binding on the members. The notice shall set forth a time period during which time a response must be made by the members.

3.6 A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership and decisions shall be made by owners of a majority of the Condominium Units represented at a meeting at which a quorum is present. When a quorum is present at any meeting and the jurisdiction of such meeting is challenged, the holders of a majority of the vote present in person or by "Proxy", as hereinafter defined, shall decide the question. However, if the question is one which, by express provisions of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on such question.

3.7 If a meeting of the members cannot be held because a quorum is not in attendance, the members who are present, either in person or by Proxy, may adjourn the meeting from time to

time until a quorum is present. If a meeting is adjourned because of the lack of a quorum, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board of Directors.

3.8 Minutes of all meetings of the members shall be kept in a businesslike manner and be available for inspection by the members and Directors at all reasonable times and upon reasonable notice. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting.

3.9 Voting rights of members shall be as stated in the Declaration and Articles. Such votes may be cast in person, by Proxy or by "Voting Certificate" (as defined in the Declaration). Proxy is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the members place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must set forth the name of the person voting by Proxy, his Condominium Unit number, the name of the person authorized to vote the Proxy for him, and the date the Proxy was given. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the members any member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for the nomination and election of Inspectors of Election to collect and tally written ballots upon the completion of balloting.

3.11 Cumulative voting shall not be permitted.

Section 4. <u>Board of Directors; Director's Meetings</u>

4.1 The Association shall be administered by a Board of not less than three (3) Directors, subject to the increase as set forth in Article IX of the Articles.

4.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to Section 4.5 below and to Declarant's rights as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies in the Board of Directors shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual members meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director shall extend until the next annual members meeting at which his term expires as provided in Article IX of the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Purchase Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members with or without cause. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any such Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting of the members or at an annual members meeting, persons to fill vacancies on the Board of Directors caused by the removal of a Director elected by Purchaser Members in accordance with Section 4.5(a) above.

(c) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole discretion. Declarant shall have the right to name a successor for any Director removed by it or for any vacancy on the Board of Directors as to a Director designated by it and Declarant shall notify the Board of Directors of the name of the respective successor Director and the commencement date for the term of such successor Director.

4.6 The organizational meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or, in his absence, the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director in person, telephone or telegraph at least three (3) business days prior to the day named for such meeting, or in the event notice is given by mail, five (5) business days prior to the day named for such meeting. Notice of a Board of Directors meeting shall be posted conspicuously on each Condominium Property forty-eight (48) continuous hours in advance of said meeting. Notice of any meeting where "Assessments" (as such term is hereinafter defined) are to be considered shall state that Assessments will be considered and the nature of such Assessments. Directors may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board of Directors shall consist of a majority of the Directors. Matters approved by a majority of the Directors present at a meeting at which a quorum is present

shall constitute the official acts of the Board of Directors, except as specifically otherwise provided in the Declarations, Articles or elsewhere herein. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

4.10 The presiding officer at Board meetings shall be the President.

4.11 Directors shall not receive any compensation for their services as Directors.

4.12 Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and be available for inspection by members and Directors at all reasonable times and upon reasonable notice. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

4.13 The Board of Directors shall have the power to appoint an executive committee of the Board of Directors consisting of not less than a majority of the Directors, which shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors. All acts of the executive committee shall be affirmed at the next meeting of the Board of Directors.

4.14 Meetings of the Board of Directors shall be open to all members as shall be determined by the Board of Directors in respect to each meeting in its sole discretion except as otherwise expressly provided herein. Unless a member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting of the Board of Directors, such member shall not participate in the meeting, but shall only be entitled to act as an observer. If a member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than an observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Any Director shall have the right to exclude from any meeting of the Board of Directors any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the Directors to participate in such meeting.

Section 5. <u>Powers and Duties of the Board of Directors</u>

The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the condominiums. All powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board of Directors, unless otherwise specifically delegated therein to the members. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, the following:

5.1 Making and collecting against members to pay the Common Expenses of the Condominiums and Association. These Assessments shall be collected by the Association through payments made directly to it by the members as set forth in the Declaration.

5.2 Collecting the members' portion of Operating Expenses of the Master Owner's Association.

5.3 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board of Directors.

5.4 Maintaining, repairing and operating the Common Elements of each Condominium and other property owned by the Association.

5.5 Reconstructing improvements after casualties and losses and making further authorized improvements of each Condominium Property.

5.6 Making and amending rules and regulations with respect to the operation and use of the Condominium Property of each Condominium and any property owned by the Association.

5.7 Approving or disapproving subject to payment of any deposit and fee which may be imposed pursuant to 718.112(2)(i) of the Act with respect to any proposed sales or leases or lease renewals in accordance with the provisions set forth in the Declarations.

5.8 Enforcing by legal means the provisions of the Condominium Documents including the Declaration, the Articles, these By-Laws, and any rules and regulations adopted by the Association and the applicable provisions of the Act.

5.9 To contract for the management and maintenance of the Condominium Property of each Condominium or other property owned by the Association and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of any rules and regulations and maintenance, repair and replacement of Common Elements and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.10 Paying taxes and assessments which are or may become liens against the Common Elements and Condominium Units owned by the Association, if any, and assessing the same against Condominium Units which are or may become subject to such liens.

5.11 Purchasing and carrying insurance for the protection of Condominium Unit Owners and the Association against casualty and liability for the Condominium Property of each Condominium and other property owned by the Association.

5.12 Paying costs of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of Condominium Units.

5.13 Hiring and retaining such employees as it shall deem appropriate in its discretion to administer and carry out the services required for the proper administration of the affairs of the Association, including the hiring of resident managers and paying all salaries therefor.

5.14 Performing all of the covenants, conditions and obligations set forth in the Master Documents and Surf Club II & III Pool & Spa Association or required thereby.

5.15 To acquire, own, mortgage and convey real and personal property and take such other reasonable actions in that regard.

5.16 Electing, designating, and removing officers in accordance with the terms and provisions of the Condominium Documents.

5.17 Maintaining bank accounts on behalf of the Association and designating signatories required therefore.

Section 6. <u>Officers of the Association</u>

6.1 The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall also be the Voting Member of the Association or appoint by written proxy a person to be the Voting Member of the Association at meetings of the Owners' Association.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one (1) Vice President elected by the Board

of Directors, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order and shall perform such other duties as shall be prescribed by the President and the Board of Directors.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times and upon reasonable notice. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of a condominium association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary and perform such other duties as shall be prescribed by the President or the Board of Directors.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer and perform such other duties as shall be prescribed by the President or the Board of Directors.

6.6 The compensation, if any, of employees of the Association shall be fixed by the Board of Directors. Officers shall not be compensated for their services as officers. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor contracting with a Director for the management of the Condominium Property of any of the Condominiums or any other property owned by the Association.

Section 7. <u>Accounting Records; Fiscal Management</u>

7.1 The Association shall maintain accounting records in accordance with generally accepted accounting practices and on an accrual basis. The accounting records shall be open to inspection by members or their authorized representatives who shall be accountants at reasonable times and upon reasonable notice. Such authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such request. Written financial reports or statements of the Association shall be supplied at least annually, as set forth more fully in Section 7.2(f) below, to the members. The accounting records shall include (a) a record of all receipts and expenditures, including, as applicable, and not limited to, costs for security, professional management, taxes, refuse collection and utility services, lawn care, building maintenance and repair, insurance, administrative and salary expenses, and general, maintenance, and depreciation reserves; (b) an account for each Condominium Unit which shall designate the name and address of the Condominium Unit Owner,

the amount of each Assessment charged to the Condominium Unit, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due for each Condominium Unit; (c) an account indicating the Common Expenses allocated under the Condominium budget and the Common Expenses actually incurred during the course of the fiscal year; and (d) a separate account for Operating Expenses charged by the Master Owner's Association against the Association and Surf Club II & III Pool & Spa Association as a whole and against each Condominium Unit.

7.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Association and each Condominium (the "Budget") for each fiscal year at a regular or special meeting of the Board of Directors ("Budget Meeting") called for that purpose not later than November 15 of the prior year. In the event a Budget is not adopted by such date, it shall not abrogate or affect Condominium Unit Owners' obligations to pay Common Expenses. Prior to the Budget Meeting, a proposed Budget shall include, where applicable, but not be limited to, the following items of expense:

1. Expenses for the Association and Condominium

(i) Administration of the Association
(ii) Management Fees
(iii) Maintenance
(iv) Taxes upon Association Property
(v) Insurance
(vi) Other Expenses
(vii) Security Provisions
(viii) Operating Capital
(ix) Reserves
(x) Fees Payable to the Division of Florida Land Sales, Condominiums and Mobile Homes
(xi) Association's Share of Taxes, Insurance and other Operating Expenses
(xii) Deficiencies from Prior Year.

2. Expenses for a Unit Owner

(i) Rent for the unit, if subject to a lease.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the members. Failure to timely adopt a Budget shall not affect or abrogate the obligation to pay Common Expenses.

(b) The Board of Directors shall state in the Budget the Operating Expenses charged against the members of the Association by the Master Owner's Association and Surf Club II & III Pool & Spa Association, notwithstanding that such Operating Expenses are not Common Expenses and are not part of the Budget.

(c) The Board of Directors may also include in the proposed Budget an amount as a Common Expense Assessment for the making of betterments to the Condominium Property of each Condominium and other property owned by the Association for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the Condominium Property of each Condominium and other property owned by the Association either annually or from time to time as the Board of Directors shall determine the same to be necessary. Such amount may be levied upon the members by the Board of Directors as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof. In addition, the Board of Directors shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property of each Condominium and other property owned by the Association. The reserve accounts shall include, but not be limited to, roof repair and replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This amount shall also be considered an Excluded Expense under Section 7.3(a) hereof. The members may by a majority vote at a duly called meeting of the association determine for a particular fiscal year to budget no reserves or reserves in a lesser amount than required herein.

(d) In administering the finances of the Association, the following procedures shall govern: (i) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (ii) Assessments shall be made monthly, unless otherwise determined by the Board of Directors, in amounts no less than are required to provide funds in advance for payment of all of the anticipated expenses and for all unpaid expenses previously incurred; and (iii) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Assessments shall be sufficient to provide adequate and available funds to meet all budgeted expenses and anticipated cash needs in any calendar year.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be by checks signed only by such persons as are authorized by the Board of Directors; provided, however, that at least two (2) authorized signatures shall be on any check.

(f) A financial report for each year, including a statement of revenues and expenses of the Association shall be prepared by a Certified Public Accountant designated by the Board of Directors. Either a copy of such report or a complete set of financial statements shall be furnished to each member no later than the first day of April of the year following the year for which the report is made. The report or statements shall be deemed to be furnished to the member upon its delivery in person or mailing by prepaid, first-class mail to the member at his last known address shown on the books and records of the Association.

7.3 Until the provisions of Section 718.112 (2)(e) of the Act relative to the members' approval of a Budget requiring Common Expense Assessments against the members in excess of one hundred fifteen percent (115%) of such Common Expense Assessments for the members in the preceding year are declared invalid by the Courts, or until amended by the Florida Legislature (however, if such amendment merely substitutes another amount for one hundred fifteen percent [115%], then such new amount shall be substituted for one hundred fifteen percent [115%] each time it is used in this Section 7.3), the following shall be applicable:

(a) Should the Budget adopted by the Board of Directors at the Budget Meeting require Common Expense Assessments against the members in any one Condominium or the Association as a whole of an amount not greater than one hundred fifteen percent (115%) of such Common Expense Assessments for the prior year, the Budget shall be deemed approved. If, however, the Common Expense Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such Common Expense Assessments against the members in any one Condominium or the Association as a whole for the preceding year (an "Excess Assessment"), then the provisions of Sections 7.3(b), (c) and (d) hereof shall be applicable; provided that in computing whether a Common Expense Assessment constitutes an Excess Assessment, there shall be excluded from such computation certain expenses (the "Excluded Expenses"), including the following:

(1) Reserves for repair or replacement of the Condominium Property of each Condominium and other property owned by the Association;

(2) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Common Expense Assessments for betterments to the Condominium Property of each Condominium and other property owned by the Association.

(b) Prior to the Majority Election Meeting: Should an Excess Assessment be adopted by the Board of Directors while Declarant is in control of the Board of Directors, then a special meeting of the members in the affected Condominium, or the Association, as the case may be, shall be called by the Board of Directors which shall be held not less than ten (10) days subsequent to the sending of written notice to each member, but within twenty (20) days after the Budget Meeting. At said special meeting, the Excess Assessment shall be presented to the members in the affected Condominium, or the Association, as the case may be. If at said special meeting a majority of the members in the affected Condominium, or the Association, as the case may be, shall approve the Excess Assessment, then the Budget adopted by the Board of Directors shall be the final Budget. If, at said special meeting of the members a majority of the members in the affected Condominium, or the Association, as the case may be, shall not approve the Excess Assessment, then the Board of Directors shall reconvene at a special meeting for the purpose of reducing the items of anticipated expense in the Budget in an amount necessary so that the Budget adopted by the Board of Directors will not result in an Excess Assessment against the members.

(c) After the Majority Election Meeting: Should an Excess Assessment be adopted by the Board of Directors after the Board of Directors is no longer controlled by Declarant, then upon written application requesting a special meeting signed by ten percent (10%) or more of the members in the affected Condominium, or the Association, as the case may be, and delivered to the Board of Directors within twenty (20) days after the Budget Meeting, the Board of Directors shall call a special meeting to be held not less than ten (10) days subsequent to the sending of written notice to each member, but within thirty (30) days of the delivery of such application and shall enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the members in the affected Condominium, or the Association, as the case may be. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, or if no quorum is attained at such special meeting, then the Budget originally adopted by the Board of Directors shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board of Directors shall be the final Budget.

(d) The term "Majority Election Meeting" shall have the same meaning as set forth in the Articles.

(e) The Board of Directors shall not have the authority or power to reduce the Association's share of Operating Expenses assessed by the Master Owner's Association pursuant to the Master Documents or the Condominium Documents. This statement is for explanation purposes only and a deletion or amendment hereof shall not grant or convey such authority or power.

(f) The Board of Directors shall not anticipate revenues from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items and the Board of Directors shall not engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than revenues from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment to be levied by the Board of Directors as provided in the Declaration.

7.4 (a) The Budget constitutes an estimate of the expenses of the Association and for the Condominiums. Subsequent to the "Interim Assessment Period" (as described in the Declaration), this estimate of the expenses of the Association and the Condominiums shall be multiplied by the share in Common Expenses assigned to each Condominium Unit and the resultant product shall constitute the Annual Assessment for such Condominium Unit.

(b) A Condominium Unit Owner shall also be liable for any Special Assessment levied against his Condominium Unit by the Board of Directors as provided in the Declaration or assessments for Operating Expenses or Special Assessments by the Owners' Association as provided in the Master Documents.

7.5 The Association shall collect Annual Assessments and Special Assessments, and assessments for Operating Expenses of the Owners' Association from the Condominium Unit Owners in the manner set forth in the Declarations and the other Condominium Documents.

7.6 If a Condominium Unit Owner shall be in default in the payment of an installment of the Annual Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Annual Assessment.

Section 8. Rules

The Board of Directors may adopt rules or amend or rescind existing rules for the operation and use of the Condominium Property and each Condominium Unit. Copies of rules promulgated, amended or rescinded shall be mailed to all Condominium Unit Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Enforcement Procedures

(a) Enforcement Committee. The Association shall have the right to assess reasonable fines against an Owner in the manner provided herein. Each Board of Directors (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) members, one (1) of whom shall be a Director, and one (1) of whom shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing. The alleged non-complying member shall be given reasonable opportunity to be heard.

(c) Powers of the Enforcement Committee. The Enforcement Committee shall have the power to:

(i) Adopt rules for the conduct of its hearings to be approved by the Board of Directors;

(ii) Effectuate the provisions set forth in this provision;

(iii) Issue orders consistent with this provision; and

(iv) Order non-complying members to pay a fine not to exceed Fifty ($50.00) Dollars, or such greater amount as may be permitted by the Act.

(d) Notice to Alleged Non-Complying members. Alleged non-complying members shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged non-

complying member shall be given notice of hearing before the Enforcement Committee unless said alleged non-complying member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 10. Internal Dispute Resolution

As provided in Section 718.112(2)(l) of the Act, internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents, and assigns shall be subject to mandatory non-binding arbitration of disputes upon the consent of the parties to such dispute.

The Association shall have no responsibility to settle disputes between members or intervene on behalf of any member regarding a dispute with another member.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association; provided, however, if such Rules are in conflict with the Articles, these By-Laws, the Declarations, or the Act, then the Articles, By-Laws, Declarations, or the Act, as the case may be, shall govern in the
following order of priority: Act, Declarations, Articles, By-Laws.

Section 12. Amendment of the By-Laws

12.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the members present at an annual members meeting or a special meeting of the members. A copy of the proposed amendment shall be sent to each member along with the notice of the special meeting of the members or annual members meeting.

12.2 Amendments to these By-Laws shall be made in accordance with the requirements of the Act and amendments thereto in effect at the time of amendment.

12.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any "Eligible Mortgagee", as defined in the Declaration, the validity of the mortgage held by any such Eligible Mortgagee or any of the rights of Declarant.

12.4 No amendment to these By-Laws shall be valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration is recorded.

The foregoing By-Laws of Surf Club II Condominium Association, Inc. are hereby adopted by all of the Directors of Surf Club II Condominium Association, Inc. as and constituting the Board of Directors of said Association this 19th day of May, ~~2000~~. 2002.

Judy Kincaid, Director

William Harkins, Director

Greg Robinson, Director

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SURF CLUB II & III POOL & SPA ASSOCIATION

This Declaration of Covenants Conditions and Restrictions for Surf Club II & III Pool and Spa is made this 13th day of December, 2002, by and between Palm Coast Blue Water International Corporation and Blue Water International II Corporation, the fee simple owners of the land described in Exhibits "A" and "C" attached hereto and (referred to collectively as "Declarants").

WITNESSETH

The Declarants are fee simple owners of the land described on Exhibit A attached hereto and incorporated herein by reference or executes this declaration. Declarants intend by this Declaration to impose upon the Exhibit A property a plan for residential pool and spa facilities for the benefit of all owners of Surf Club II and Surf III Condominium units as described on the descriptions contained in Exhibit A for the administration, maintenance, preservation, use, enjoyment of such properties.

Therefore, Declarants hereby declare that all of the properties described in Exhibit A be subjected to the Declaration and shall be held, sold, and conveyed subject to the following easements, reservations, covenants and conditions, which shall run with the land and real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors in title and assigns, shall inure to the benefit of each owner thereof.

Article I
Definitions

"Residential facility" shall mean the area, pool, pool decks, spa, rest rooms, utility rooms, and other facilities contained in the Surf Club II & III Pool & Spa facility located within the real property described on Exhibit "B" and incorporated by reference herein.

"Association" shall mean Surf Club II & III Pool & Spa Association, Inc. a non-profit Florida corporation, its successors and assigns. This Association is not a condominium association.

"Board of Directors" or "Board" shall mean the elected body of the Association having its authority under the Articles of Incorporation, Bylaws and Florida law as described in Exhibit "D" and Exhibit "E" attached hereto..

"Unit Owners" shall mean all unit owners in the condominiums of Surf Club II and Surf Club III constructed on the real property described on Exhibit A.

"Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of its members.

"Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and its property including any reasonable reserves all as may be imposed hereunder and found to be necessary and appropriate by the Board pursuant to the Declaration, Bylaws, and Articles of Incorporation.

"Condominium Unit" or "Unit" shall mean a condominium unit, apartment, or dwelling as defined in the condominium act as it pertains to Surf Club II and Surf Club III Condominiums.

"Member" shall mean and refer to the person entitled to membership in the Association as provided herein.

"Owner" shall mean and refer to the record owner whether one or more persons of any unit in Surf Club II and Surf Club III Condominium.

Article II
Property Rights

Section 1. General. Every member and owner shall have a right and easement of enjoyment in and to these portions of the common areas for which that owner pays assessments to maintain according to the restrictions, limitations and provisions contained in this Declaration and any deed conveying such property to the Association. Such right and easement may be delegated to members of one family, tenants and invitees subject to such regulations or provisions as may be adopted by the Board. This right and easement of enjoyment shall be appurtenant to and shall pass with the title to every unit, subject to the following reservations, rights and provisions.

(a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as my be made a part of the Properties against said Owner's property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, or (2) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of Declarants, any Owner, any other persons, or the holder of any mortgage or deed of trust, irrespective of when executed, given by Declarants or any Owner encumbering any Lot, Residential Unit, or other property located within said properties.

(c) the easement right of Declarants and its successors and assigns to enter and travel upon, over, and across the Common Area for the purpose of construction, completion and repair of the improvement within the Properties and for all reasonable purposes to further assist and enhance the marketing of properties, Parcels, Residential Units and Commercial Units located or to be located on the Properties;

(d) the right of the Association to charge reasonable admission fees and other fees, including tenant registration fees, for use of any recreational facilities as may be located on the Common Area. Every Owner shall have the right of ingress and egress over, upon, and across the Common Area necessary for access to the Owner's Unit and shall have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. Use of Common Area. Other than for the right of ingress and egress, the Owners, are hereby prohibited and restricted from using any of the Common Area, except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplementary Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation no Owner shall park any vehicle on a Common Area (except locations designated by the Board), no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be done upon the Common Area, except as are installed by Declarants in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 3. Acknowledgment of Rights of Use. Each owner, and Member of the Association, by acceptance of a conveyance to its unit, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through and over the Common Area.

Section 4. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarants or Declarants' successors or assigns.

Section 5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, or licenses existing in Declarants, its successors and assigns, or invitees or guests of Declarants. Furthermore, no rule or regulations and amendments thereto shall be furnished by the Association to all Owners. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulations, rule, or requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines may be collected by lien and foreclosure, as provided in Article IX, Section 6 hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Unit) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 6. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarants to maintain and carry on upon such portion of the Properties as the Declarants may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarants may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model homes, and sales offices, so long as construction on or original offering for sale or all or any portion of the Properties including Residential Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarants as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area.

Section 7. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any persona acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors form acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 8. Easements for Utilities, Etc. The Declarants hereby reserve the power during the Declarant Control Period to grant blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, controlled access, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, cable television, and electricity. The Board shall, upon written request of the Declarants grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A". Declarants reserves for Declarants the easements and rights-of-way as shown on any plan of any of the Properties for the purpose of constructing, maintaining, and repairing a system or systems of controlled access, signage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television, or any other utility Declarants determine to install in, across, and/or under the Properties; provided, however, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. The Declarants or any utility company using the easements referred to in this Declaration shall not be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, improvements, or any other property of the Owner situated on the property covered by said easements.

Section 9. Assignment of Declarants Rights. Declarants may assign its rights as Declarants to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property for the purpose of development and sale.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is an Owner of a Unit that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance or an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. No Owner, whether one or more Persons shall have more than one membership per Unit owned. Use rights for multiple Owners shall be as authorized and regulated by the Board. In the event the Owner of a Unit is mor than one Person, voting and rights of membership shall be exercised by the Persons holding such membership interest as those Persons shall agree among themselves, except that the rights and privileges of membership appurtenant to a Unit owned by a Person consisting of a husband and wife holding title as tenants by the entirety may be exercised by either spouse. In any case where multiple Persons hold the membership for a particular Unit, the Persons hold such membership shall designate, in a written instrument to the Secretary of the Board the individual authorized to exercise the rights and vote of the membership held by the several Persons making such designation. Failure to make such a designation or any attempt on the part of more than one individual to exercise the vote or other membership rights

appurtenant to a Unit shall result in the suspension of such membership rights and voting right for such Unit until an appropriate designation is made. The membership rights of a Unit owned by a corporation, partnership or other Person except for an individual or group of individuals shall be exercised by the individual designated by the Owner in a written instrument to the Secretary of the Board. Failure to make such a designation, or any attempt to exercise the rights of membership or vote of a particular Unit so owned, by more than one individual purporting to act on behalf of the Owner shall result in the suspension of the membership rights including the voting right of such unit.

Section 3. Voting. The Association membership is as follows:

Members shall be entitled to one equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof. There shall be only one vote per Unit. Unless otherwise specified in this Declaration, the Articles or the Bylaws, the vote for each Unit shall be exercised by the Member.

Article IV
Association Powers and Responsibilities

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the terms and conditions of the Development Order as that document is made applicable to the Association by this Declaration. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to mange its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity which whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of the Declaration. The Declarants and Association may, but shall not be required to, arrange, as an Association expense, with others to furnish trash collection, controlled assess, cable television, and other common services to each Parcel, Residential Unit, or Commercial Unit within. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 4. Power to Assess. The Association shall have the right and power, as mor particularly set forth in this Declaration, to fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to int expressly by this Declaration, the Bylaws, or its Articles of Incorporation and every other right or privilege given to it herein or otherwise available to a corporation not for profit under Florida law.

Article V
Maintenance

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of:

1. Landscaping on common areas.

2. All potable water lines and associated property owned by or dedicated to the Association, whether located on Common Area or not.

3. All wastewater treatment plants, percolation ponds, collector lines, lift stations and associated property for the collection and treatment of wastewater on the property owned by or dedicated to the Association, whether located on Common Area or not.

4. All recreational facilities of whatever nature, including without limitation, beach clubs, recreation center, beach walkovers, pools, spas, bicycle paths, foot paths all as may be from time to time constructed by Declarants on any Common Area.

5. All storm water and surface water management lakes (including the littoral zones and slopes) wiers, culverts and associated structures.

6. All other utility lines owned by the Association, whether located on Common Areas or not.

In the event the Board of Directors of the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, Owner's family, occupants, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the the notice shall set forth with reasonable particularity the maintenance, repair, owners cost or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to complete the required maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. In the event of an emergency situation, the Association need not send the notice to Owners referred to herein. If any Owner does not comply with the provisions hereof, or if there is an emergency situation, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Unit of such Owner.

Article VI
Insurance and Casualty or Liability Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas or Association owned property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazzard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. The public liability policy shall have at least $100,000.00 combined single limit coverage, so long as such coverage is reasonably available. If such coverage ceases to be reasonably available, the Association shall carry the next closest equivalent to such coverage that is available. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the Common Expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the replacement cost.

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

(a) All policies shall be written with a company licenses to do business in Florida and holding a rating of A or better in the Financial Category as established by A.M. Best Company, Inc. if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area or other Association property shall be for the benefit of the Owners and their mortgagees, as their interest may appear.

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

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

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

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

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

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

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

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

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

(vi) no material change or cancellation of coverage without thirty day's prior written notice.

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

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2 (a) hereof.

Section 3. Damage and Destruction.

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

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

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

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Article IX
Assessments

Section 1. Creation of Classes of Assessments. The following assessments are hereby created for the common expenses of the Associations as may be from time to time specifically authorized by the Board of Directors:

(a) General Assessments. General Assessments shall be levied against all Units subject to this Declaration and shall be used to pay expenses determined by the Board for the benefit of the Association, its members, and the Properties as whole, including, by not limited to operation, maintenance and insurance of all facilities used to provide wastewater treatment service to the Property as a whole and expenses otherwise incurred by the Association with its rights, powers and privileges. The General Assessment rate levied against and payable by a particular Unit shall be determined by dividing the total General Assessment expenses for the Association by the total number of Units.

Section 2. Commencement of Assessments. Each Unit shall begin paying its Assessments commencing with the first day of the calendar month following the day a certificate of occupancy is issued by the local building official for the Association Facility.

Section 3. Assessment Records, Inspection. The Board of Directors of the Association shall prepare a roster of the Assessments applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or member's mortgagee with a written statement of the unpaid charges due from such Member.

Section 4. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit, by acceptance of a deed or contract for deed, whether or not it shall be so expressed such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) annual assessments or charges applicable to a given Unit;

(b) special assessments, such assessments to be established and collected as hereinafter provided; and

(c) specific assessments against any Unit which is established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article IV, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, all as provided herein. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment or delinquents. The assessments shall be paid monthly, in advance, unless otherwise provided by a two-thirds (2/3rds) majority of the Board of Directors.

In the event that the required vote disapproves the proposed budget or the Board fails, for any reason, to determine the budget or a portion thereof for the succeeding year, then and until such time as a budget or portion of a budget shall have been determined, as provided herein, the budget and assessments in effect for the current year shall continue for the succeeding year.

Despite anything also contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without a vote of or consideration by the Members, so long as the proposed assessment does not

exceed the previous year's budget by more than fifteen percent (15%).

All votes eligible to be cast pursuant to this Section shall be cast by the Member.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a Special Assessment in any year. The Board, by majority vote, may impose any special assessment or assessments up to a total of $10,000 per year without a vote by the Members or Officers otherwise entitled to vote to disapprove the annual assessment budget for the Property or Parcel as the case may be. Any special assessment beyond the $10,000 per year limit shall require approval by Voting Members representing 66% of the Class A votes of Members subject to such assessment and the Class B member, if any.

Section 6. Lien for Assessments. To secure the payment of the Assessments established hereby and to be levied on the Units, there shall be and is hereby reserved a Lien for the benefit of the Association. This Lien shall be enforceable through appropriate proceedings at law by such beneficiary. Each such Lien shall, however, be secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Unit to secure the payment of monies advanced or to be advanced on account of the purchase price (Purchase Money Mortgage) and/or the construction (construction mortgage) of improvements on any such Unit to the extent any such assessments charge has accrued and been unpaid but not recorded in the Public Records of Flagler County, Florida prior to foreclosures of any Liens arising from Purchase Money or Construction Mortgages. As a condition precedent to any proceeding to enforce such Lien upon any Unit upon which there is an outstanding valid and subsisting recorded first mortgage of which the Association has been informed of by written notice given by the holder thereof, together with a copy of the recorded mortgage instrument, the Association shall give the holder of such recorded first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Unit covered by such first mortgage lien to the holder thereof. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee. Suit to recover a money judgment for unpaid Assessments for Common Expenses, costs and attorney's fees shall be maintainable in a suit at law against the Owner of the Unit responsible for that Assessment without foreclosing or waiving the lien securing the same.

Section 7. Effect of Nonpayment of Assessments: Additional Maintenance Fee. Any Assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur an additional maintenance fee in an amount as the Board may determine from time to time, but not to exceed Ten ($10.00) Dollars or ten percent (10%) of the initial assessment amount owed, whichever is greater.

Article XII
Use Restrictions

The Properties shall be used only for recreational, and related purposes.

Section 1. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted, or maintained on any portion of the Property without the express prior written consent of the Board of Directors. This provision shall not apply to any sign or advertising devise maintained or erected by Declarants part of the Declarants sales of Units on the Property.

Section 2. Storage and Disposal of Garbage and Refuse. Subject to Declarants' reserved rights, no property shall be used or maintained as a dumping groung for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Unit shall be used for the open storage or any materials, whatsoever, which storage is visible for the street.

Section 3. Occupants Bound. All provisions of this Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of his or her Unit to comply with the Declaration, Articles, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Unit are fully liable and may be sanctioned by any violation of the Declaration, Articles, Bylaws and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry or any kind shall be kept on any portion of the Properties.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity or the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause harassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious,

dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Article XV
General Provisions

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a term of forty (40) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within sixty (6) days before commencement of any such ten (10) years period, these covenants are extinguished by a written instrument executed by the Members holding at least seventy-five percent (75%) of the total votes attributable to all Units in the Property and, if existing, the approval of the Declarants and such instrument is recorded. Notwithstanding anything herein to the contrary, the Association shall not be dissolved nor these Covenants extinguished until such time as adequate steps have been taken by the Association to ensure the continued operation and maintenance of the Common Areas in full compliance with all applicable laws, rules and regulations.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarants may unilaterally amend this Declaration. After such conveyance, the Declarants may amend this Declaration so long as it still owns property described in Exhibit "A" for development as part of the Properties, and so long as the amendment has no material adverse effect upon any right of any Owner. No amendment required by any state agency will be deemed material. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the votes held by Members other than the Declarants. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Flagler County, Florida. If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege or Declarants without the written consent of Declarants or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien or any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Indemnification. The Association shall indemnify every office and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way ful, void, or voidable for violation of the rule against perpetuities.

Section 5. Reservation From Unit Conveyance. It is expressly agreed and understood that the title conveyed by Declarants to any Unit or within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarants or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 6. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any subdivision plat or are incorporated herein and made a part hereof as if fully set forth herein and shall be constructed as being adopted in each and every contract, deed, or conveyance executed or to be executed or to be executed by or on behalf of Declarants and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

Witnesses:

DECLARANTS:

PALM COAST BLUE WATER INTERNATIONAL CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

Barbara Heard

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2002, by WILLIAM HARKINS, Palm Coast Blue Water International Corporation, on behalf of the Company. WILLIAM is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

BLUE WATER INTERNATIONAL II CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

Barbara Heard

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2002, by WILLIAM HARKINS, Blue Water International II Corporation, on behalf of the Company. WILLIAM is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

F:\Michele\Condominium\Surf Club\Declarations\Declarants pool & spa.wpd

PLAT OF BOUNDARY SURVEY OF :

PARCEL #2 (PARCEL 6-A AND PART OF PARCEL 6-B MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 60.85 FEET, THENCE NORTH 69°38'32" EAST A DISTANCE OF 55.09 FEET, THENCE SOUTH 20°21'28" EAST A DISTANCE OF 437.78 FEET TO A POINT ON A CURVE, THENCE SOUTHERLY 604.66 FEET ALONG A CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 12°18'29", A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 14°12'13" EAST AND A CHORD DISTANCE OF 603.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID STATE ROAD A-1-A RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 335.72 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 1.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 35°57'32" EAST 91.00 FEET, THENCE SOUTH 58°44'28" EAST A DISTANCE OF 42.43 FEET, THENCE NORTH 69°45'59" EAST A DISTANCE OF 40.40 FEET, THENCE NORTH 20°21'28" WEST A DISTANCE OF 167.58 FEET, THENCE SOUTH 69°38'32" WEST A DISTANCE OF 55.09 FEET, THENCE SOUTH 17°25'35" WEST 58.96 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

Exhibit "A"

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65° 21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

POOL SITE (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 123.49 FEET, THENCE SOUTH 58°44'28" EAST 42.43 FEET, THENCE NORTH 69°45'59" EAST 40.40 FEET, THENCE NORTH 20°21'28" WEST 242.89 FEET TO THE POINT OF BEGINNING.

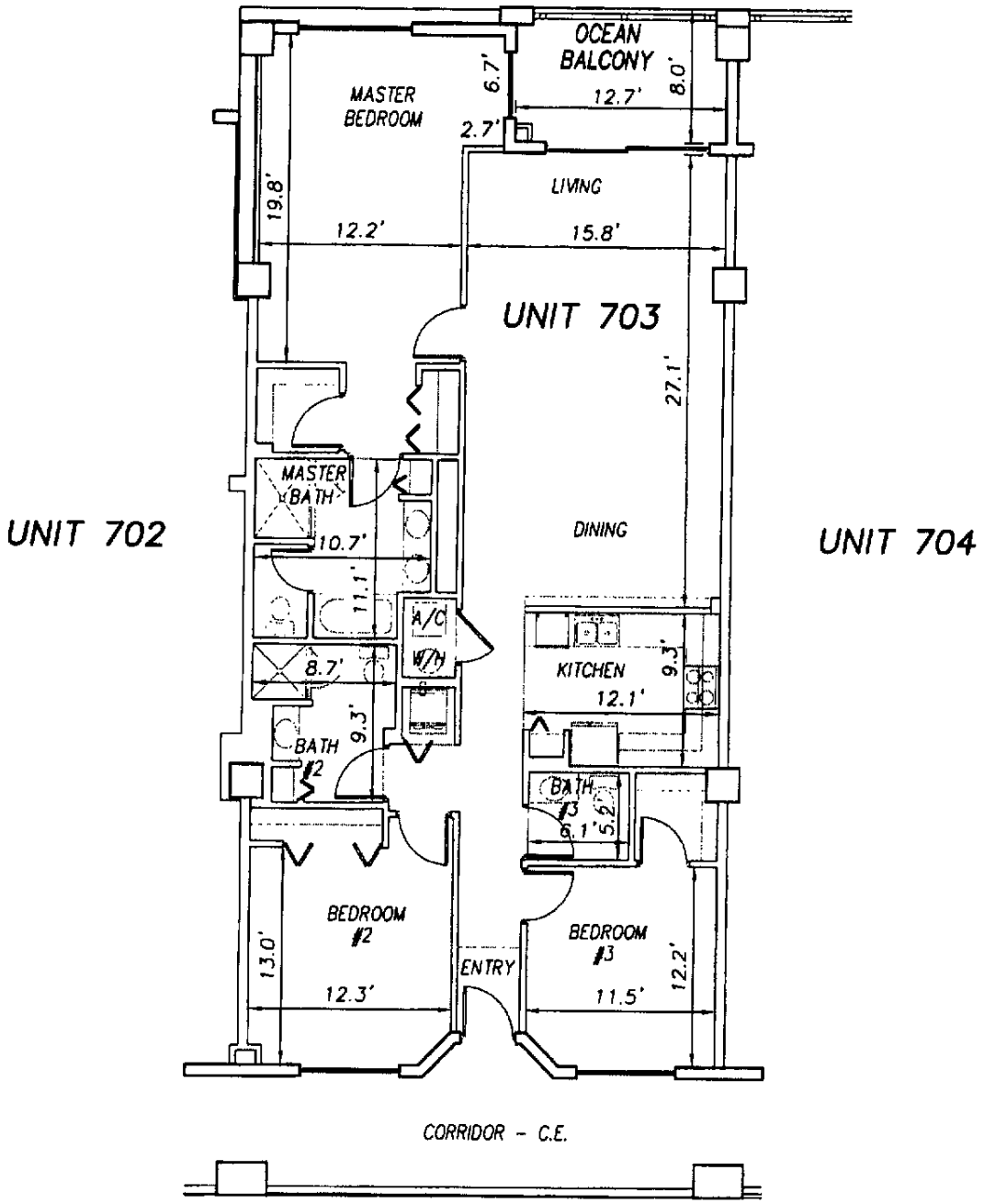
EXHIBIT "B"

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0327

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 703 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 600 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

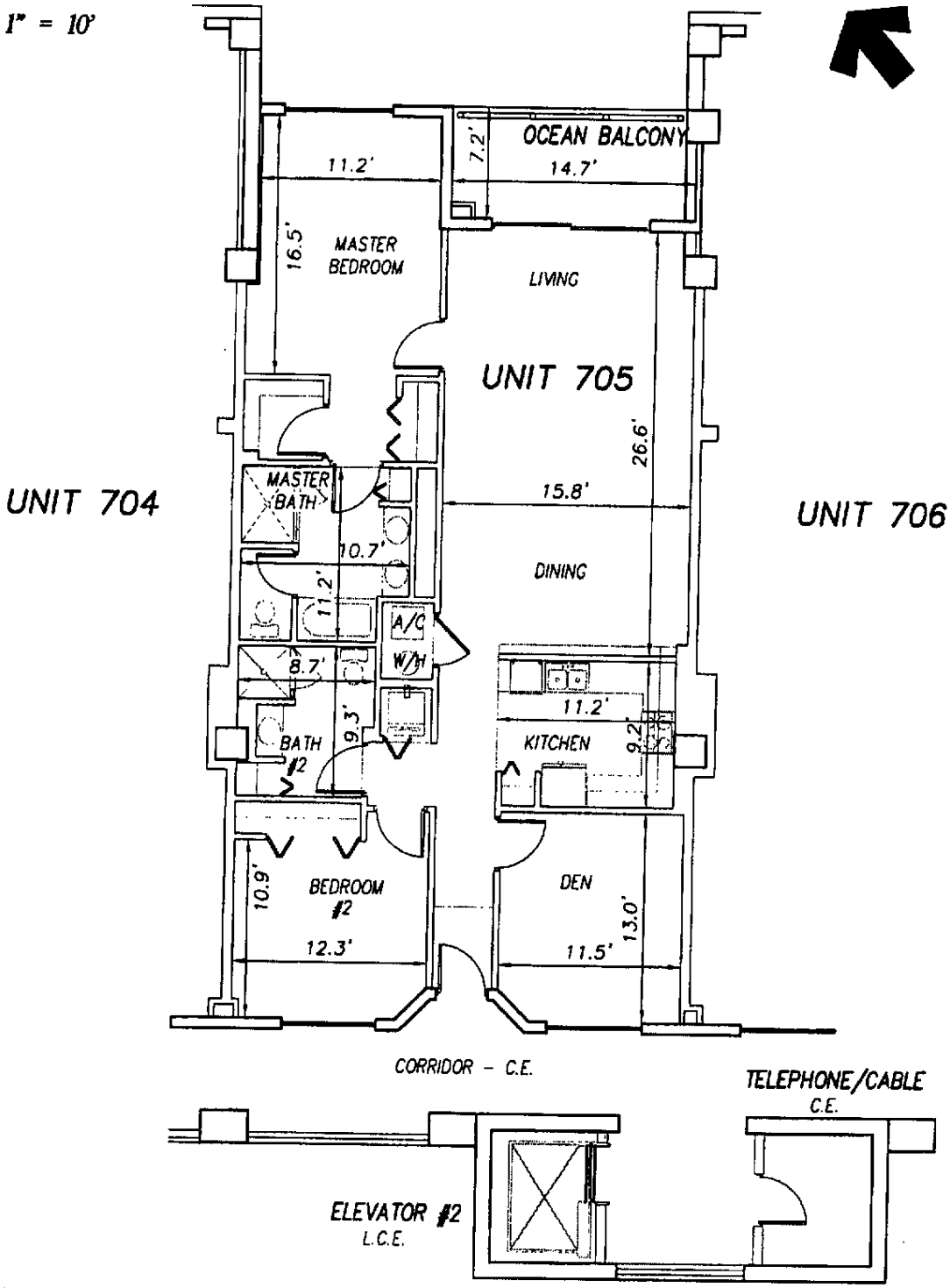
DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 166 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT 'B'

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 705 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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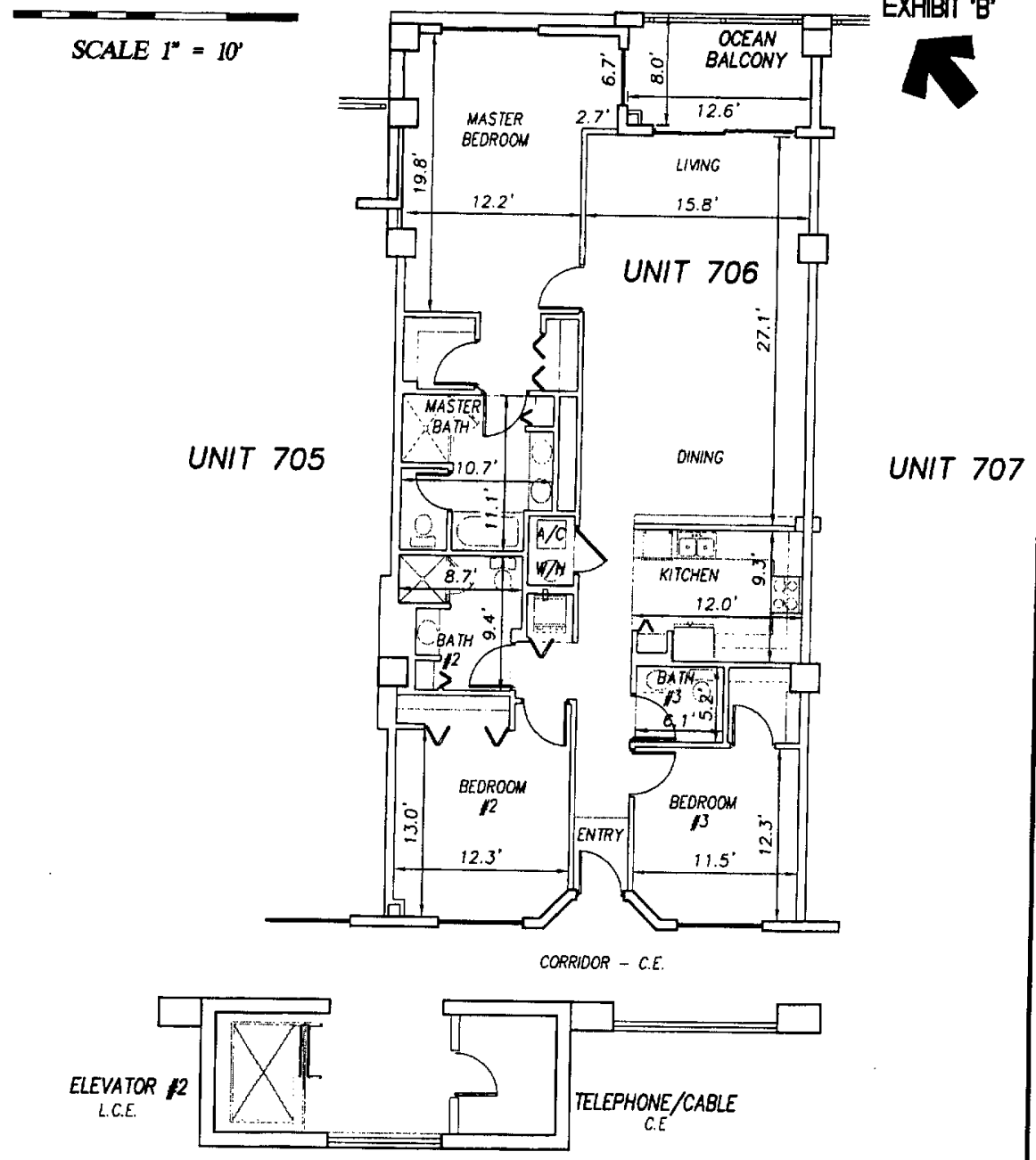
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 168 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 706 (North Wing)

TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 152 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 707 (North Wing)

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 170 OF 213 SHEETS

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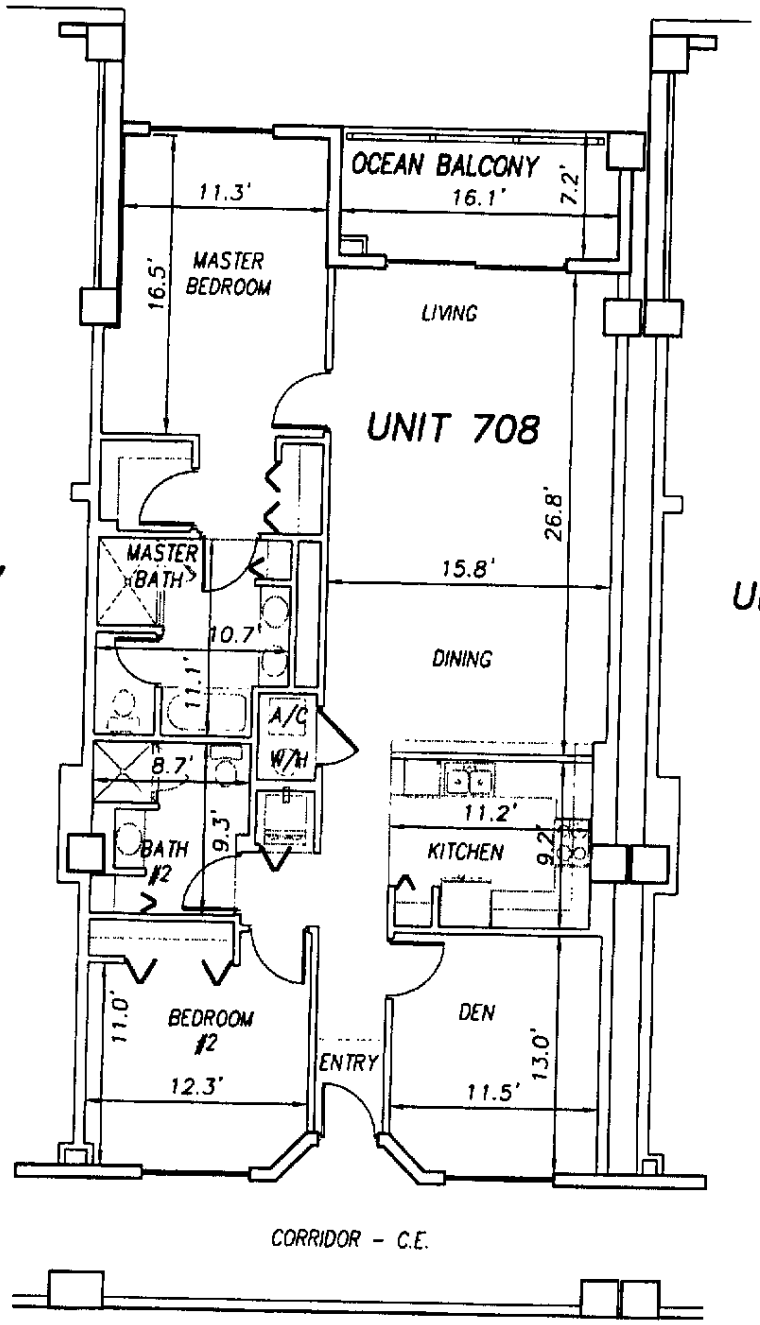
0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0332

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 708 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Phone: 386-257-1800 Fax: 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 171 OF 213 SHEETS

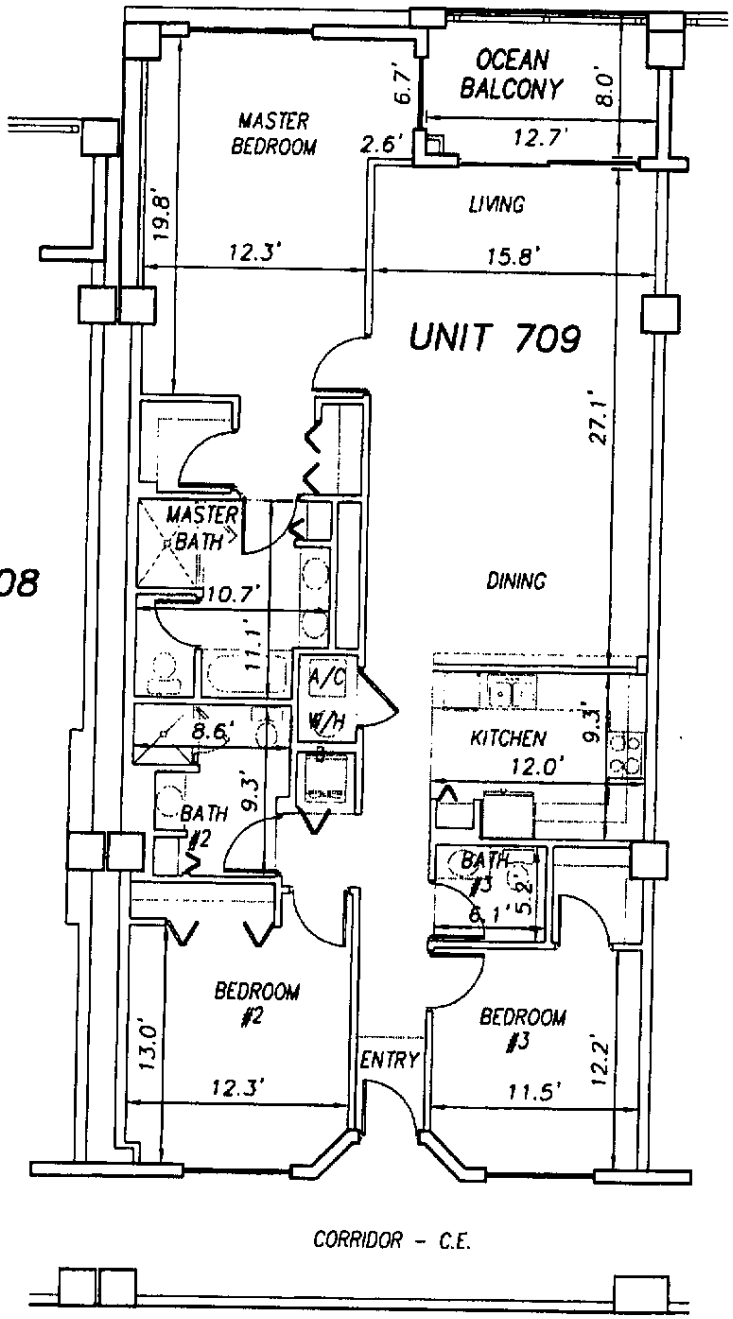
\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0333

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 709 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 172 OF 213 SHEETS

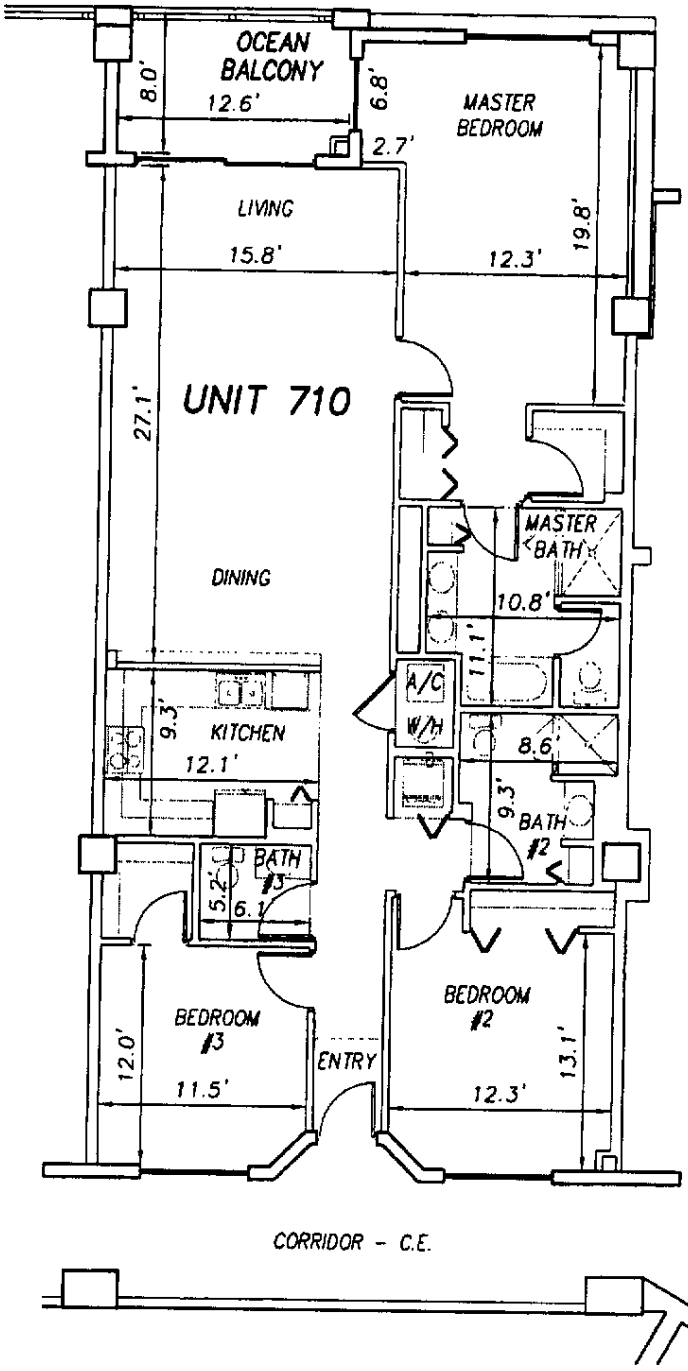
\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0334

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 710 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone 386-257-1800 Fax 386-257-1001
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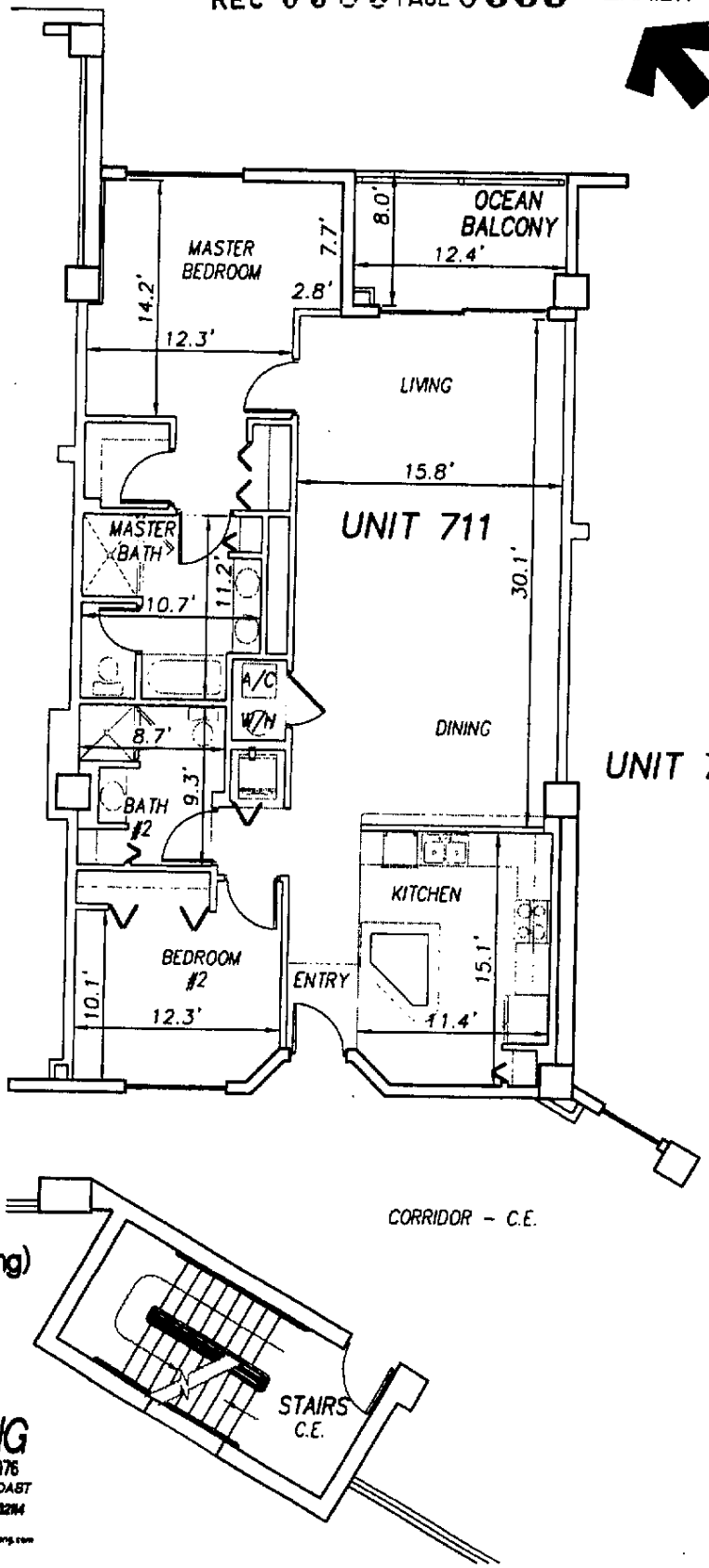
SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
SEVENTH FLOOR - UNIT 711 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
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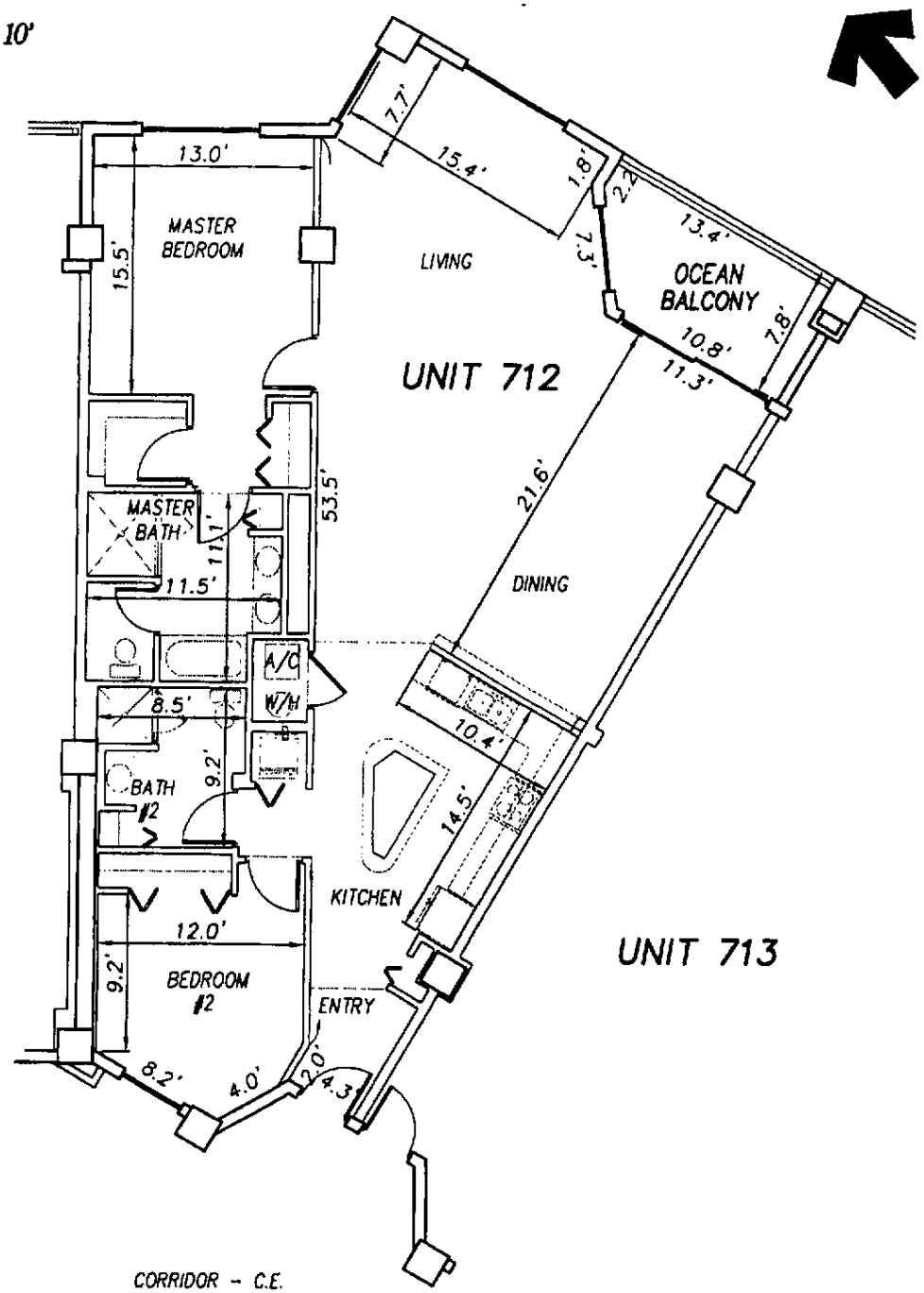
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 174 OF 213 SHEETS

\\survey\2001\land projects 2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

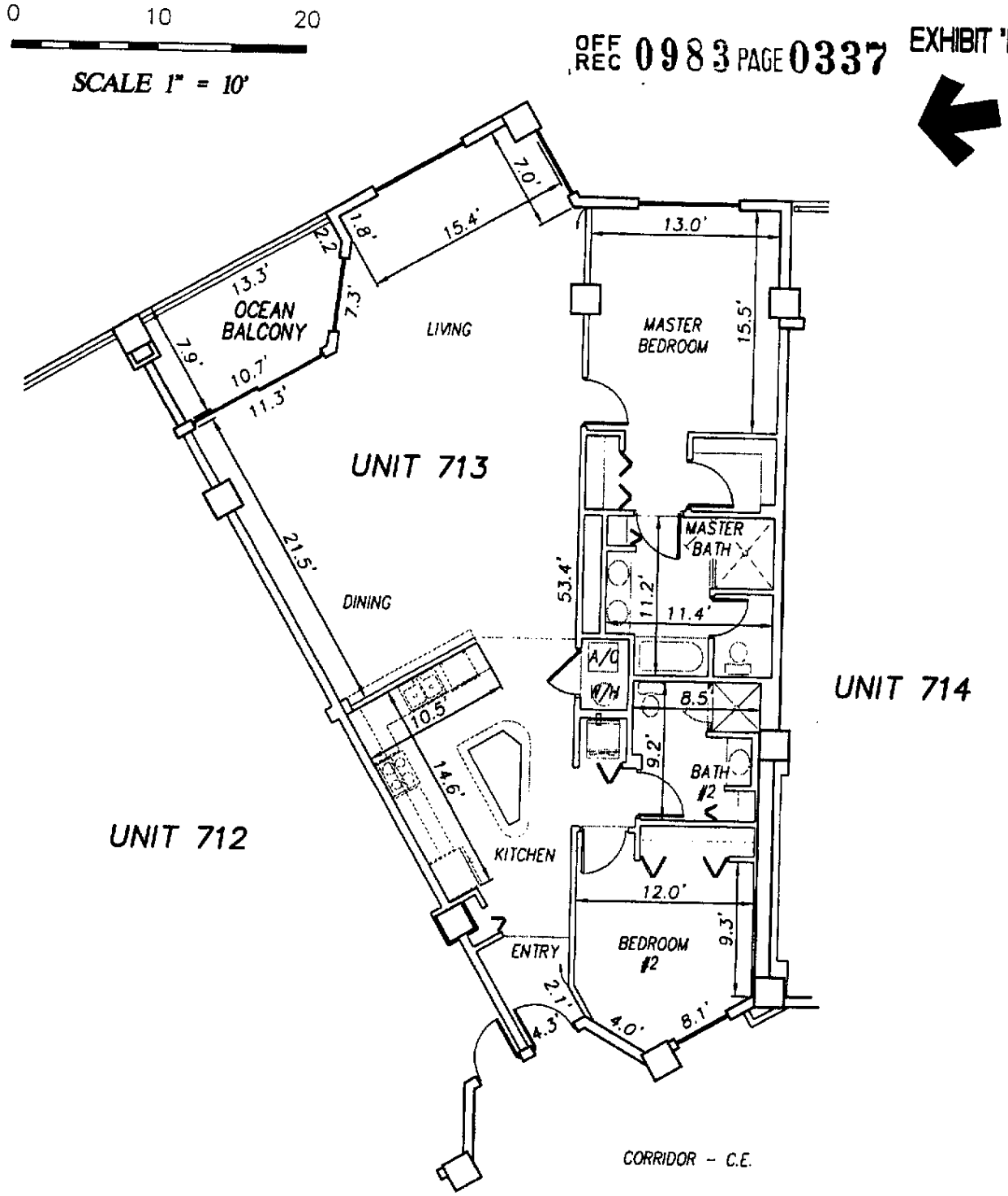
SEVENTH FLOOR - UNIT 712 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 175 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
SEVENTH FLOOR - UNIT 713 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #3132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 176 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT "B"

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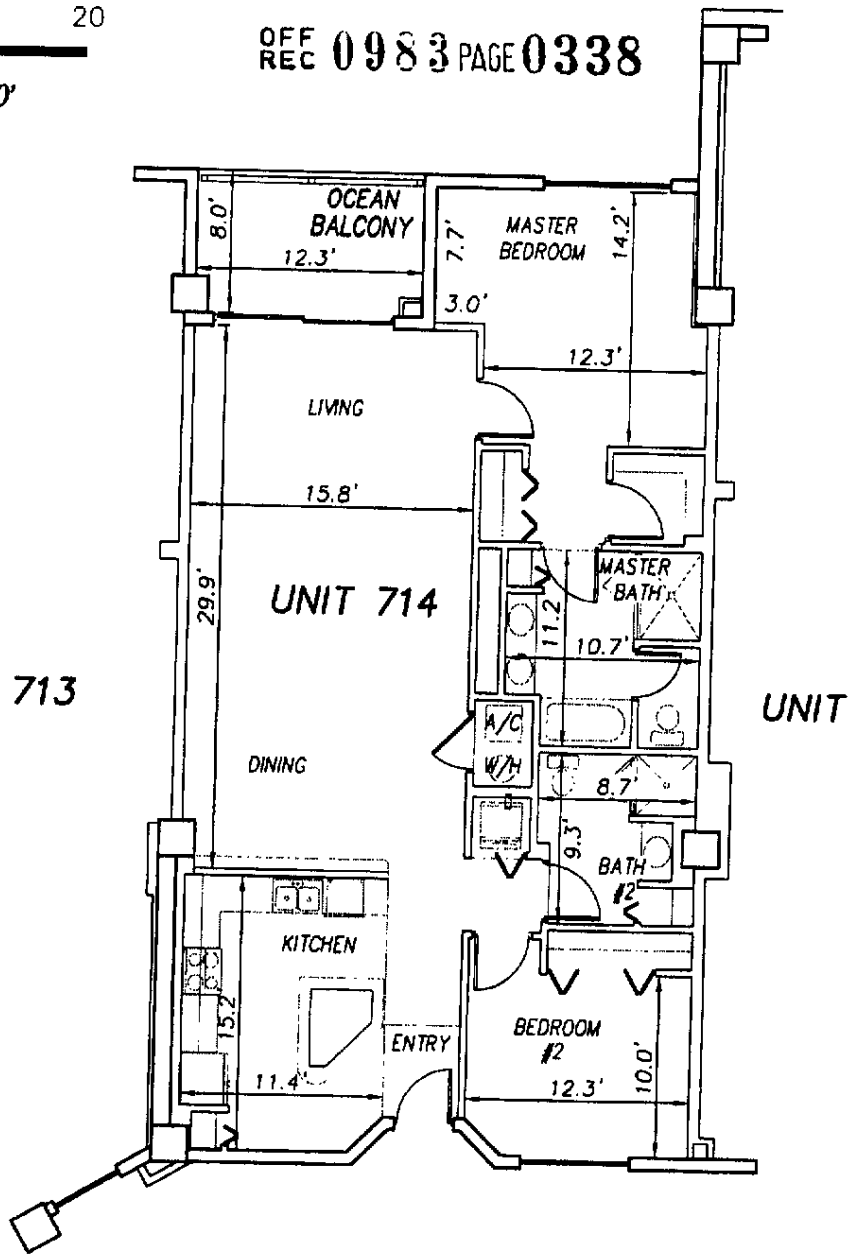

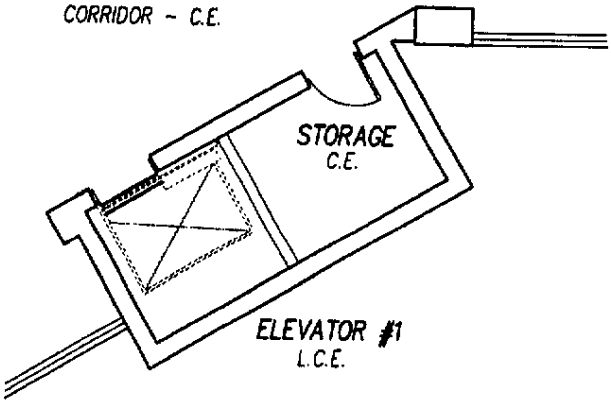

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 714 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2733

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 177 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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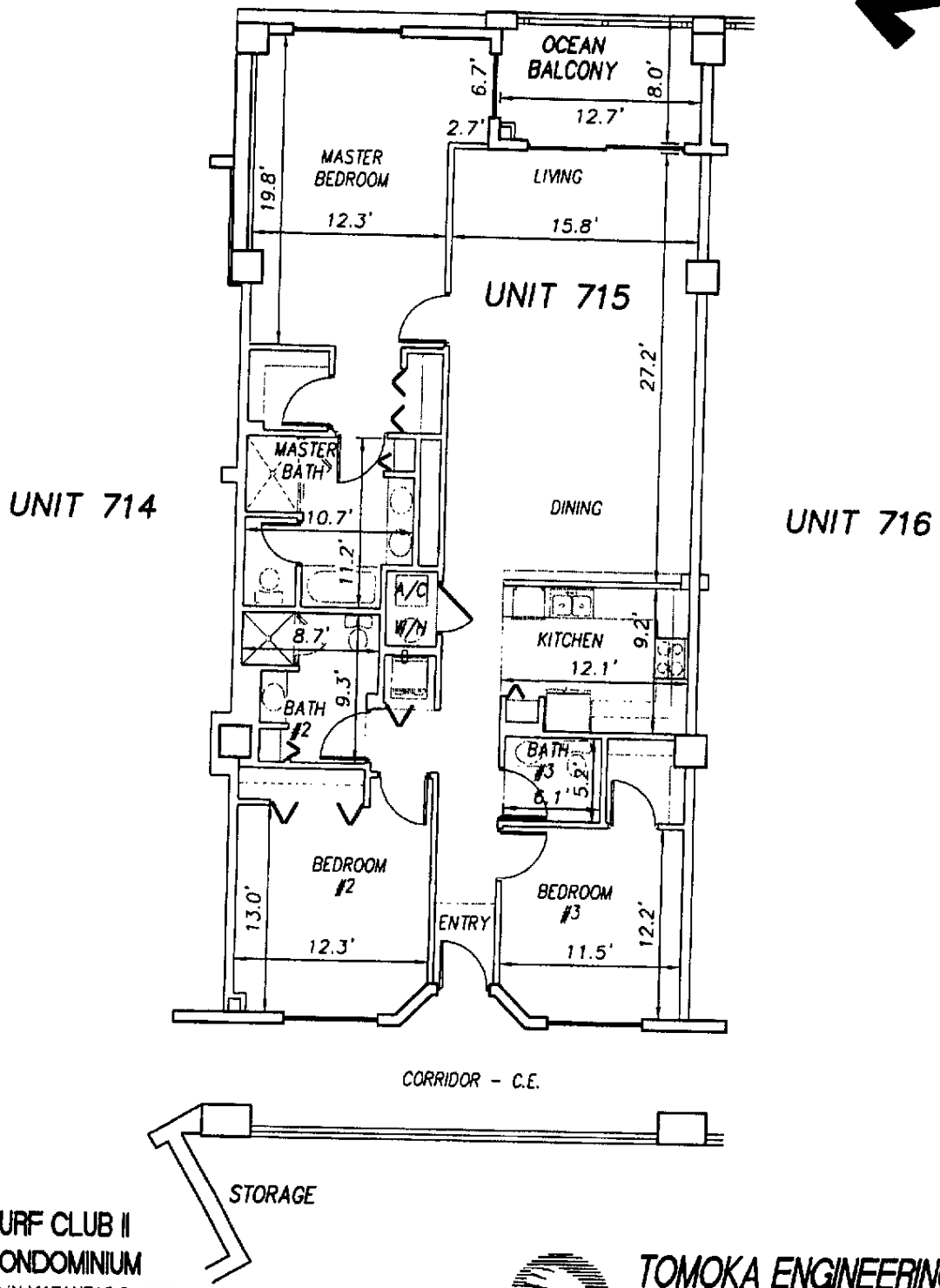

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 715 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 178 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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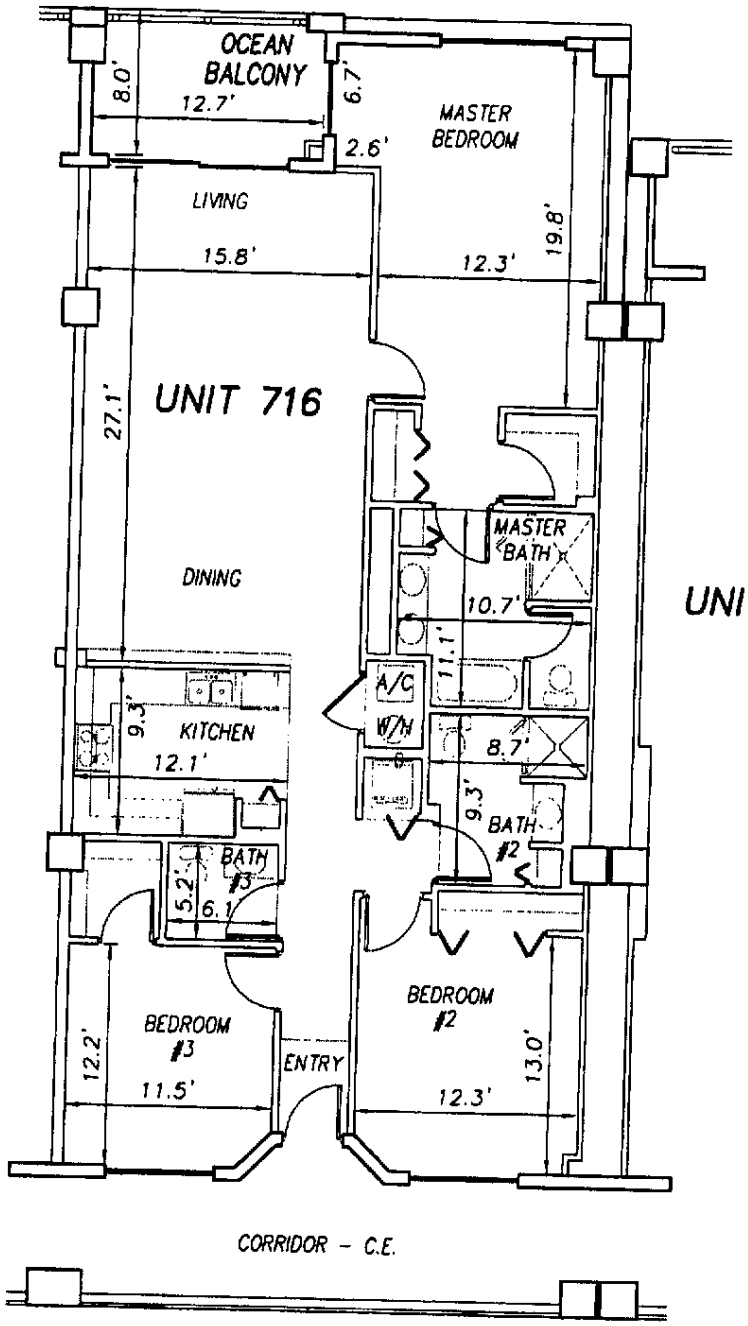

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 716 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 179 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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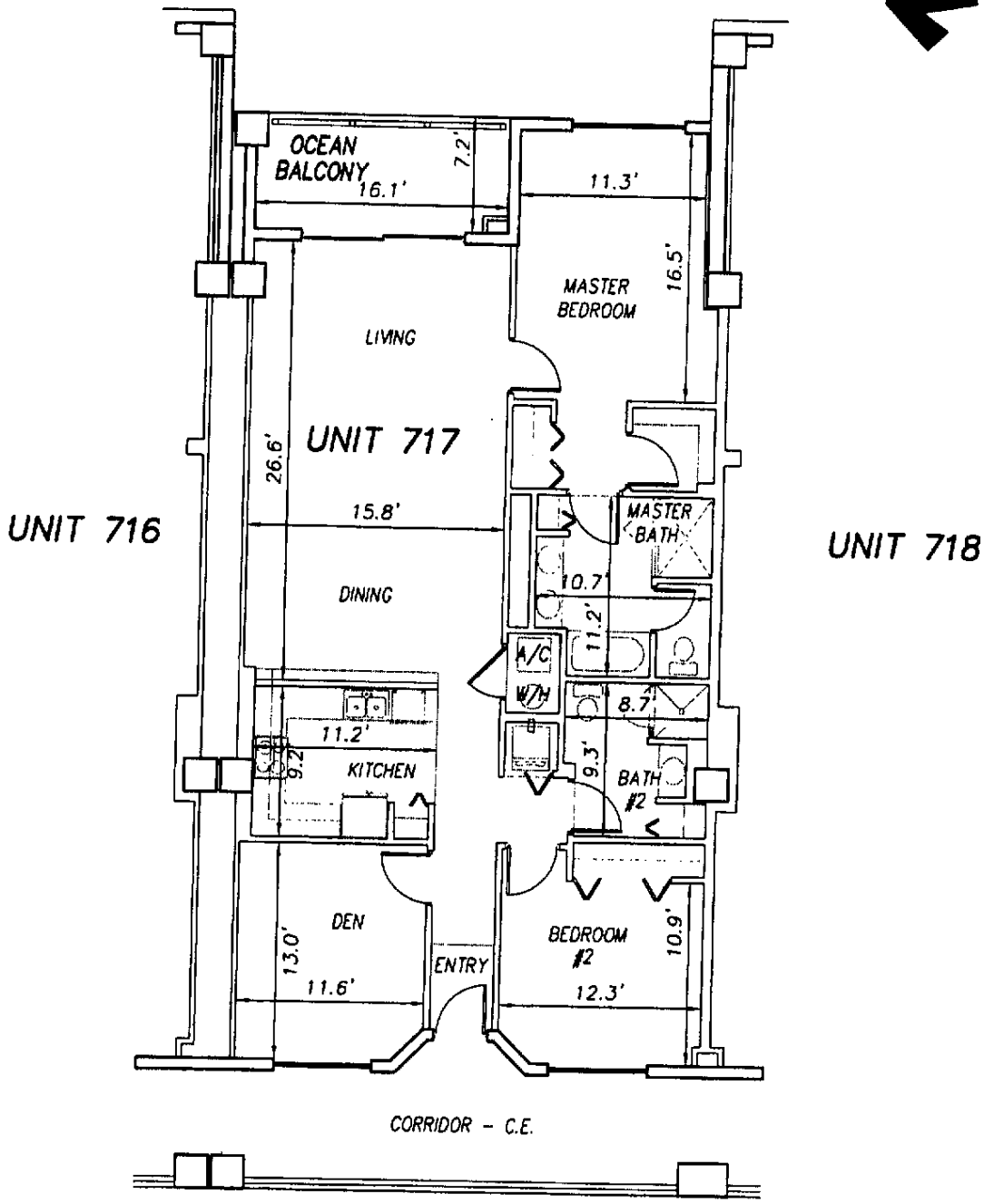

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 717 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone: 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2732

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 180 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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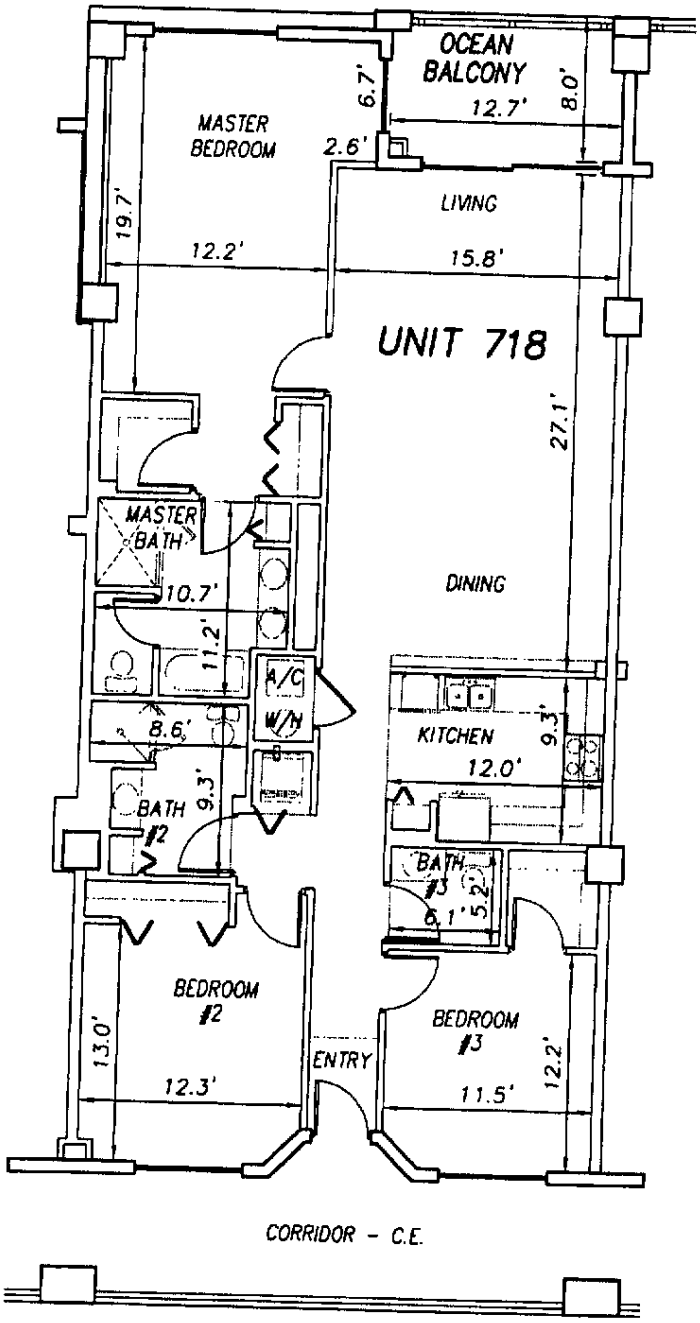

UNIT 717

UNIT 719

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 718 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1900 Fax 386-257-1901
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 181 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

EXHIBIT "B"

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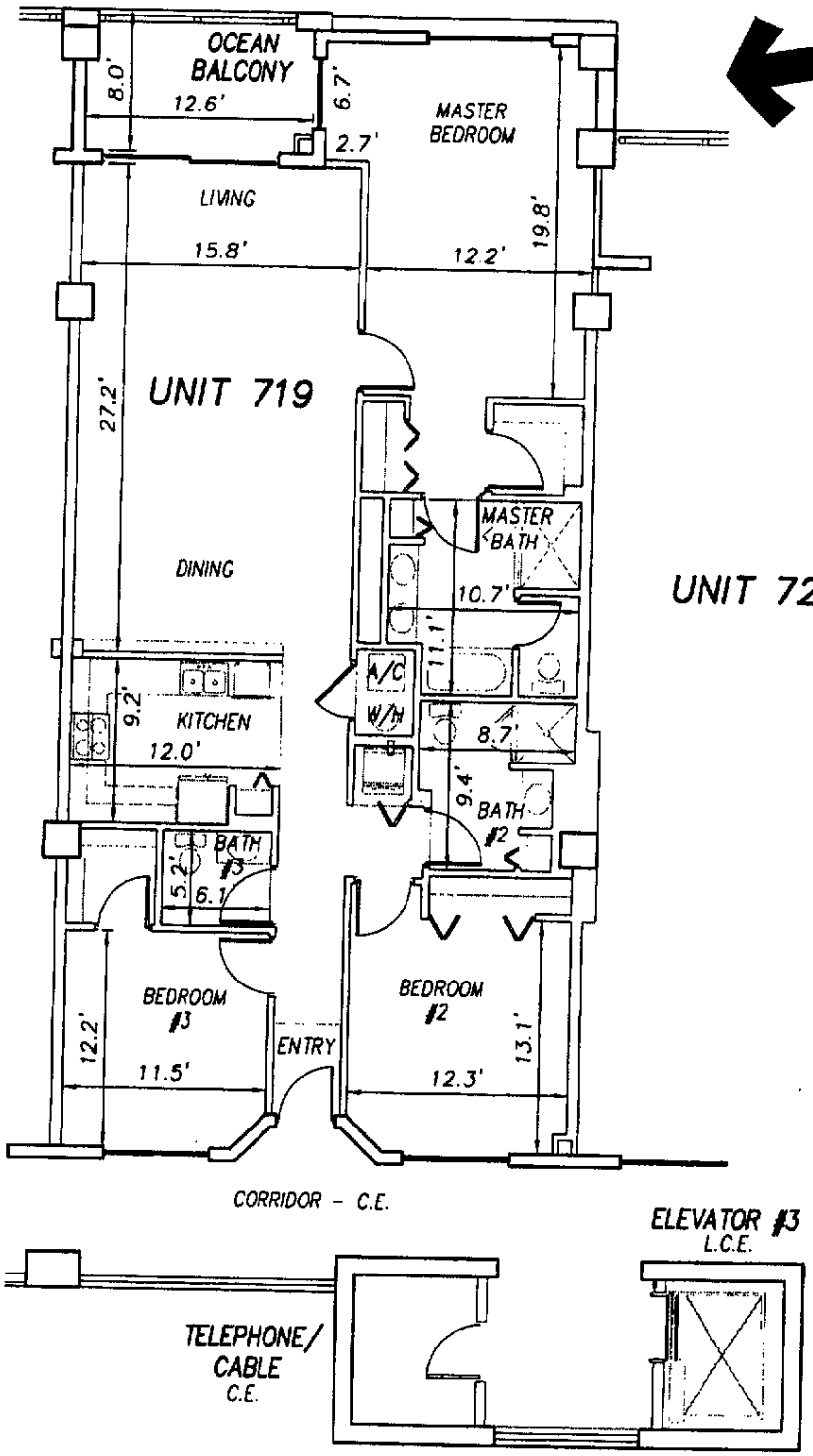

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 719 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 182 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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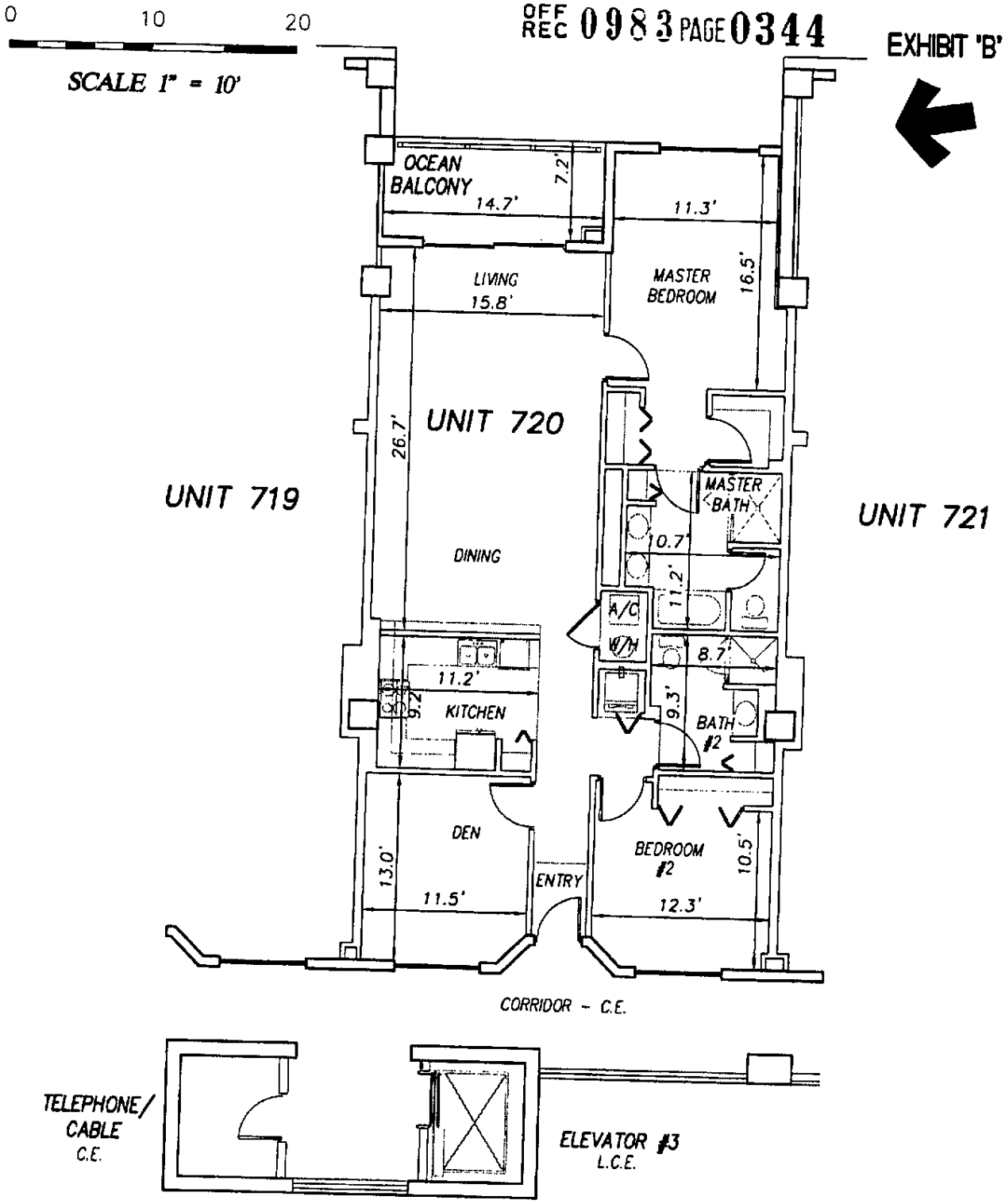

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 720 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2332

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 183 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0345

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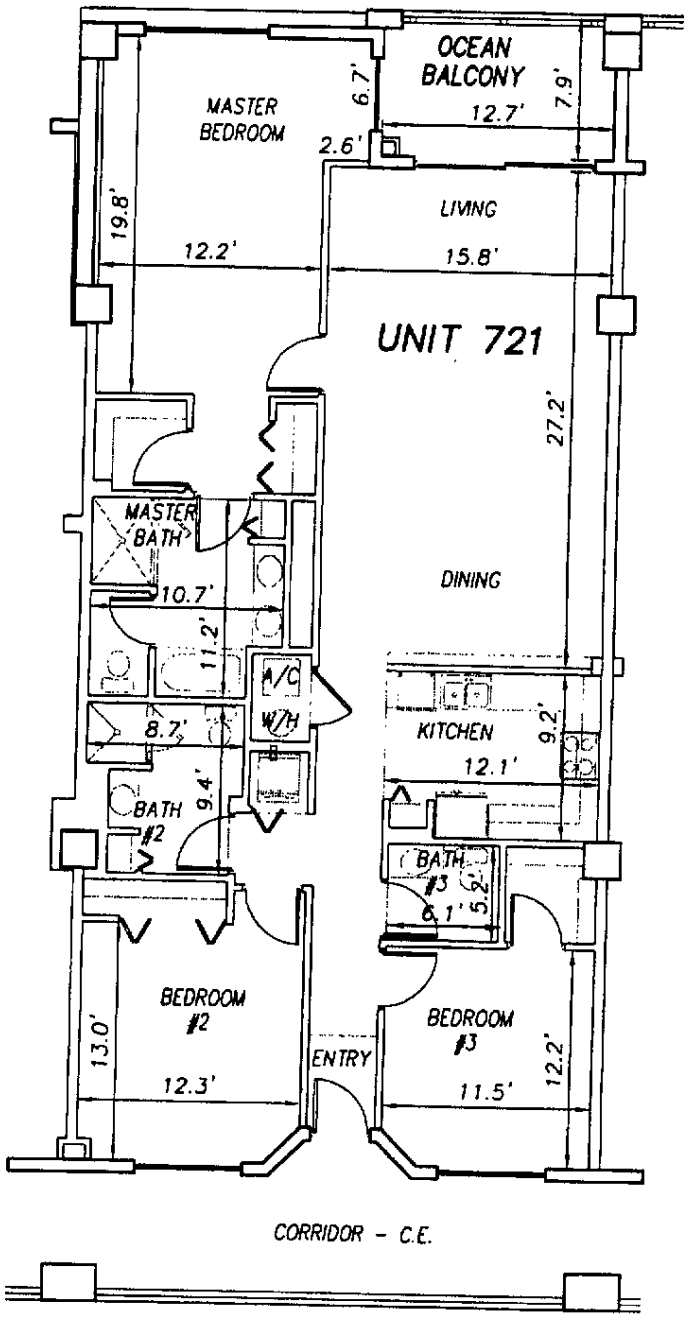

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 721 (South Wing)

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

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 184 OF 213 SHEETS

\\survey\2001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0346

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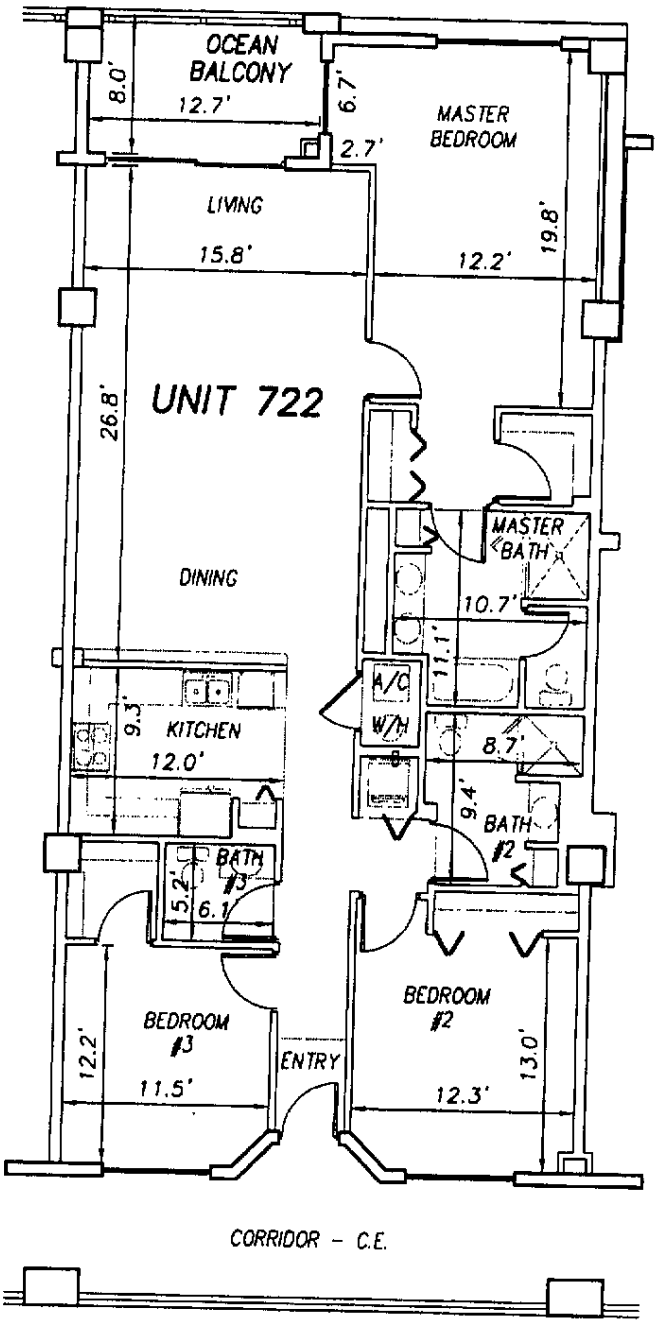

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 722 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com web site: www.tomoka@tomoka-eng.com
LB #2232

DATE ISSUED: 07/23/2003

JOB # T3070PCBWI

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

OFF REC 0983 PAGE 0347

EXHIBIT "B"

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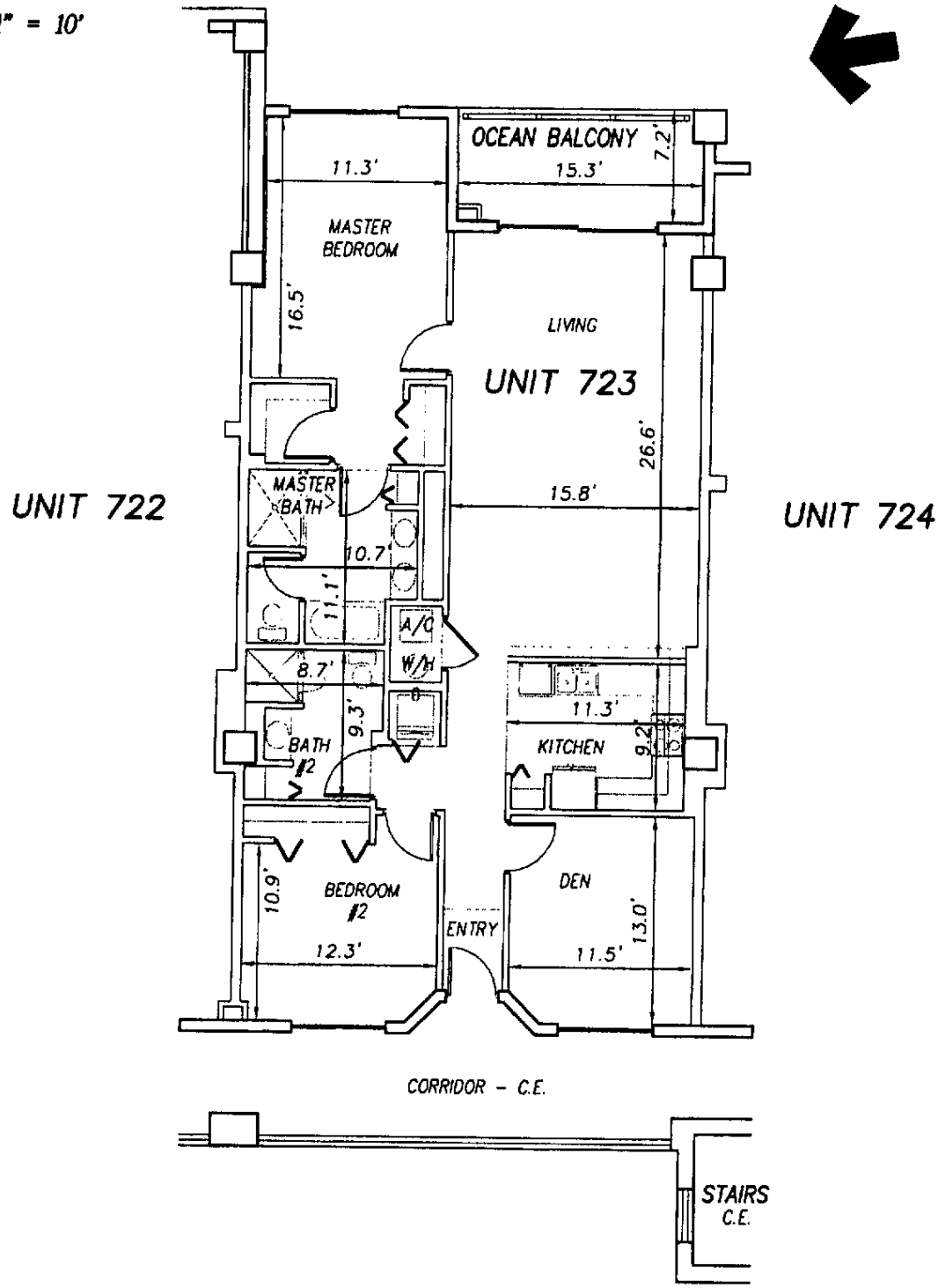


SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
SEVENTH FLOOR - UNIT 723 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave. Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
LB #2272

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 186 OF 213 SHEETS

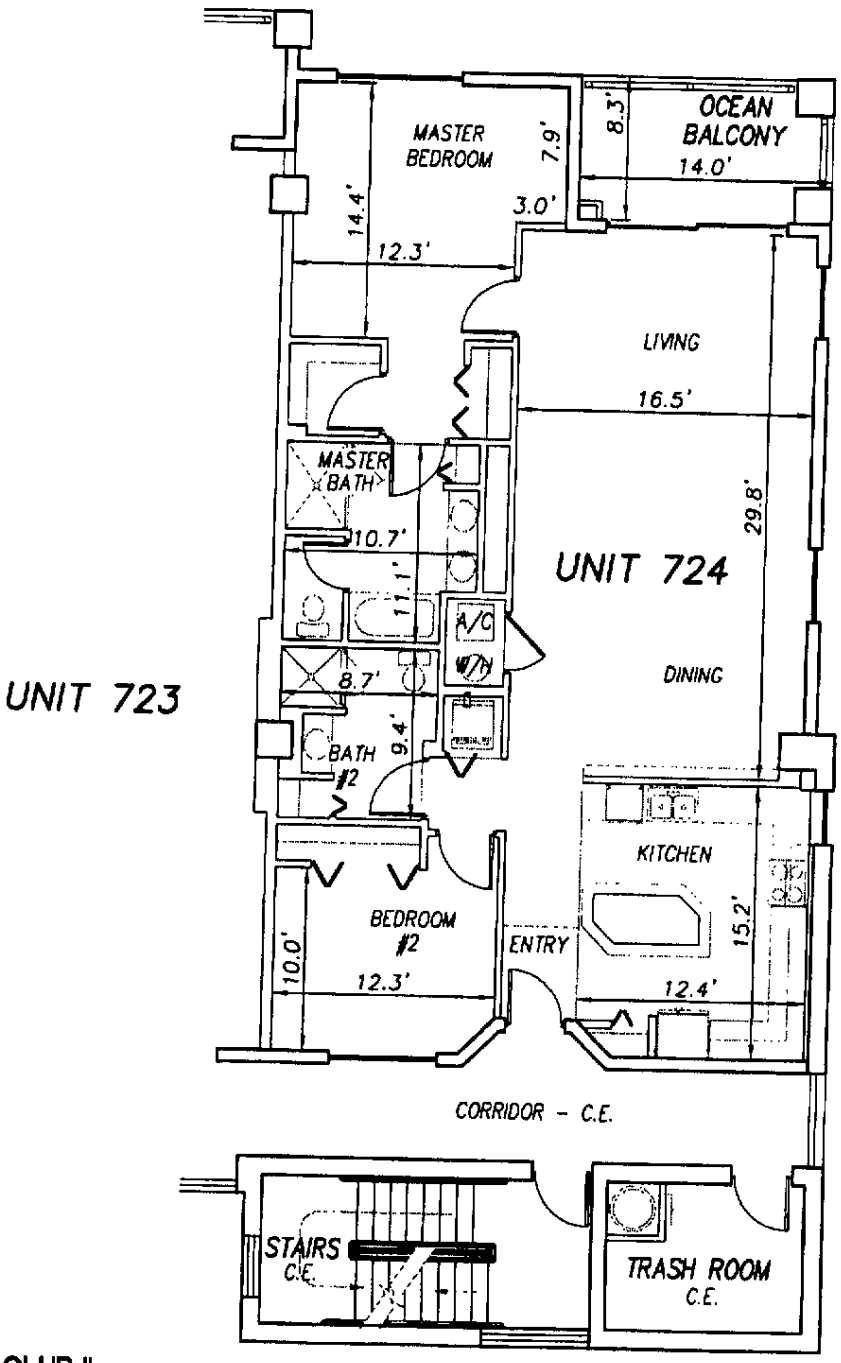
\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 162 - 187 7th Fl.dwg 09/11/2003 09:21:10 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0348

EXHIBIT "B"



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

SEVENTH FLOOR - UNIT 724 (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 187 OF 213 SHEETS

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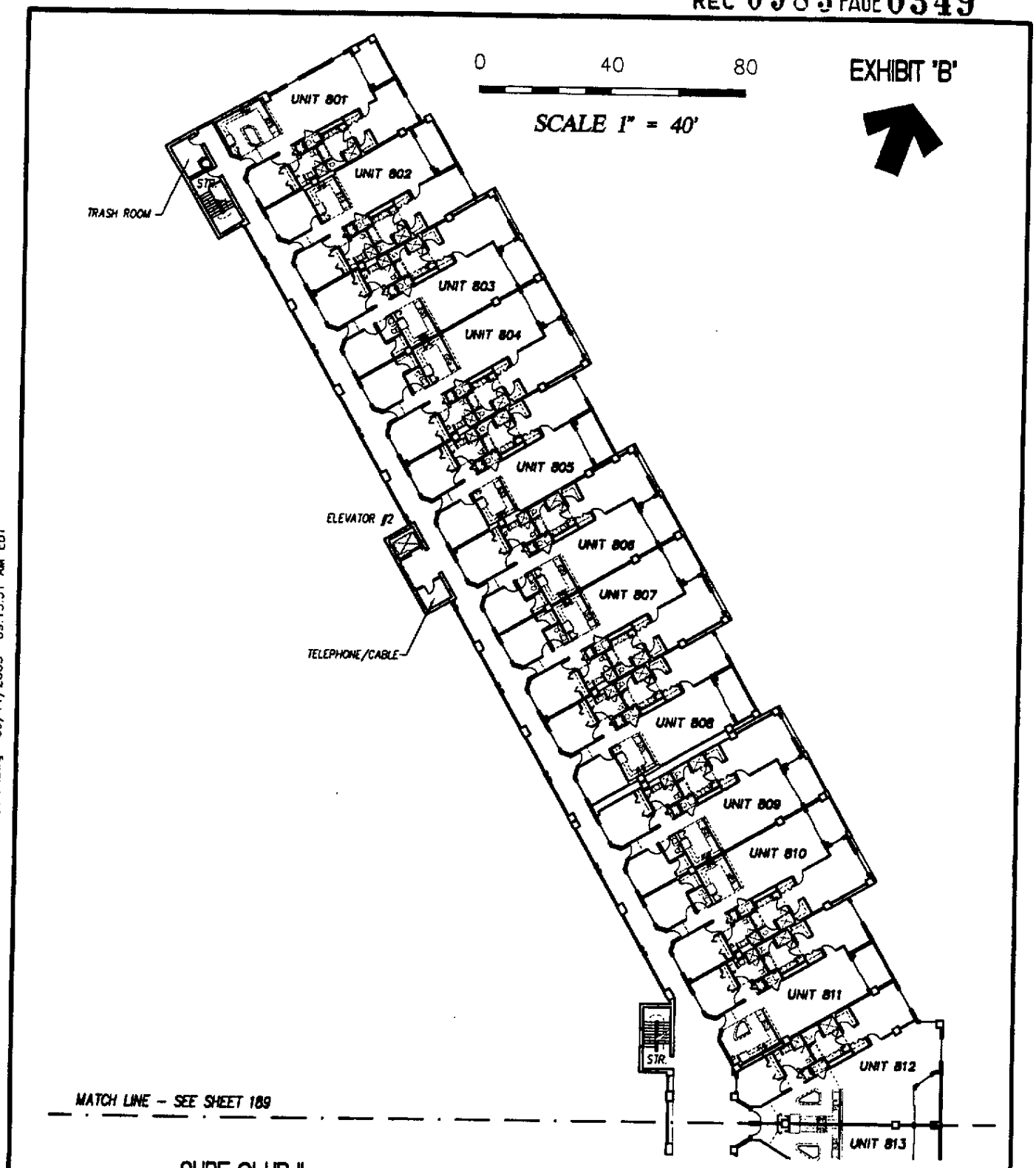


SURF CLUB II CONDOMINIUM

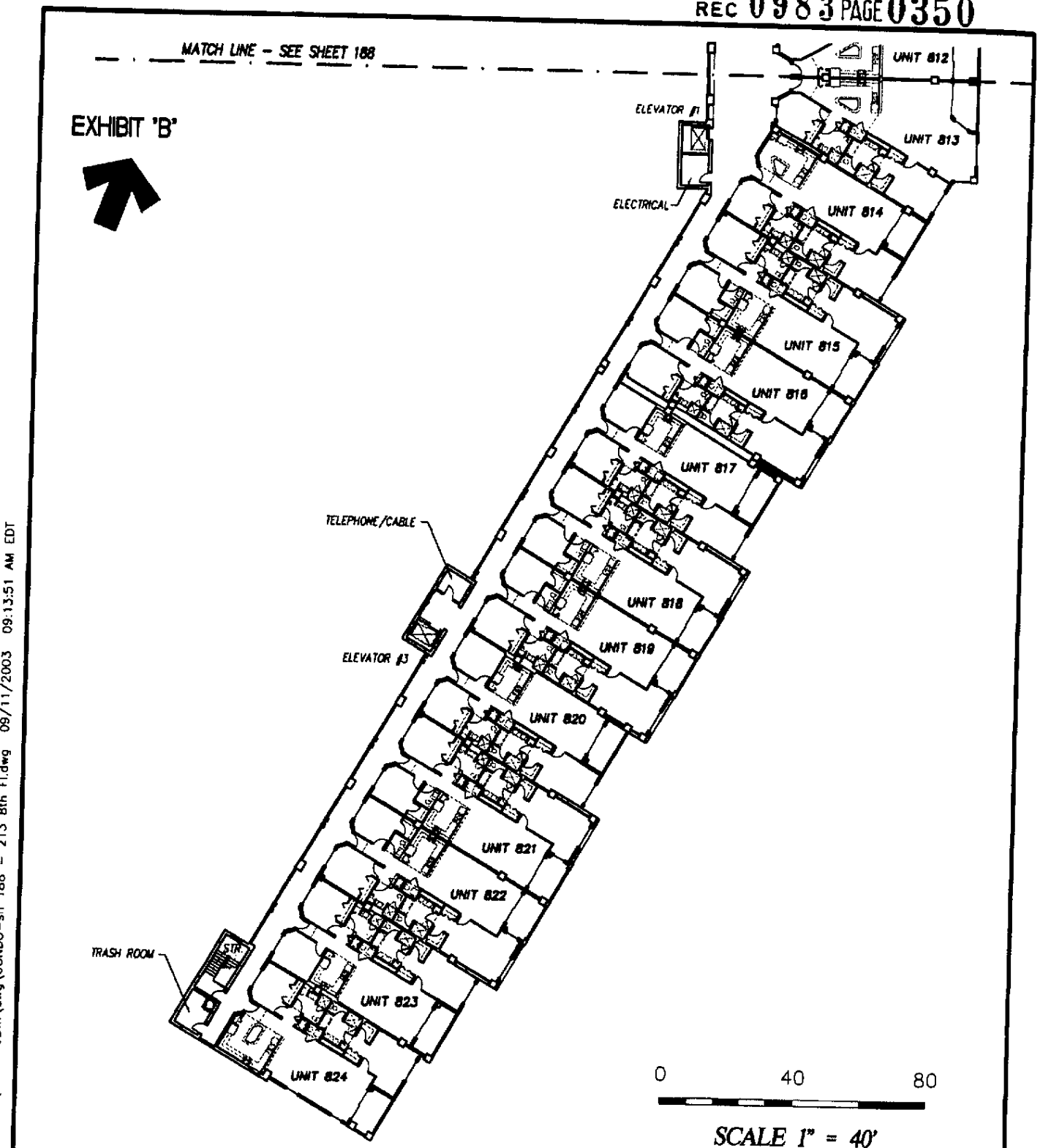
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - OVERALL LAYOUT (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1975
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1800 Fax: 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 188 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT



SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - OVERALL LAYOUT (South Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2133

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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SCALE 1" = 10'

OFF REC 0983 PAGE 0351

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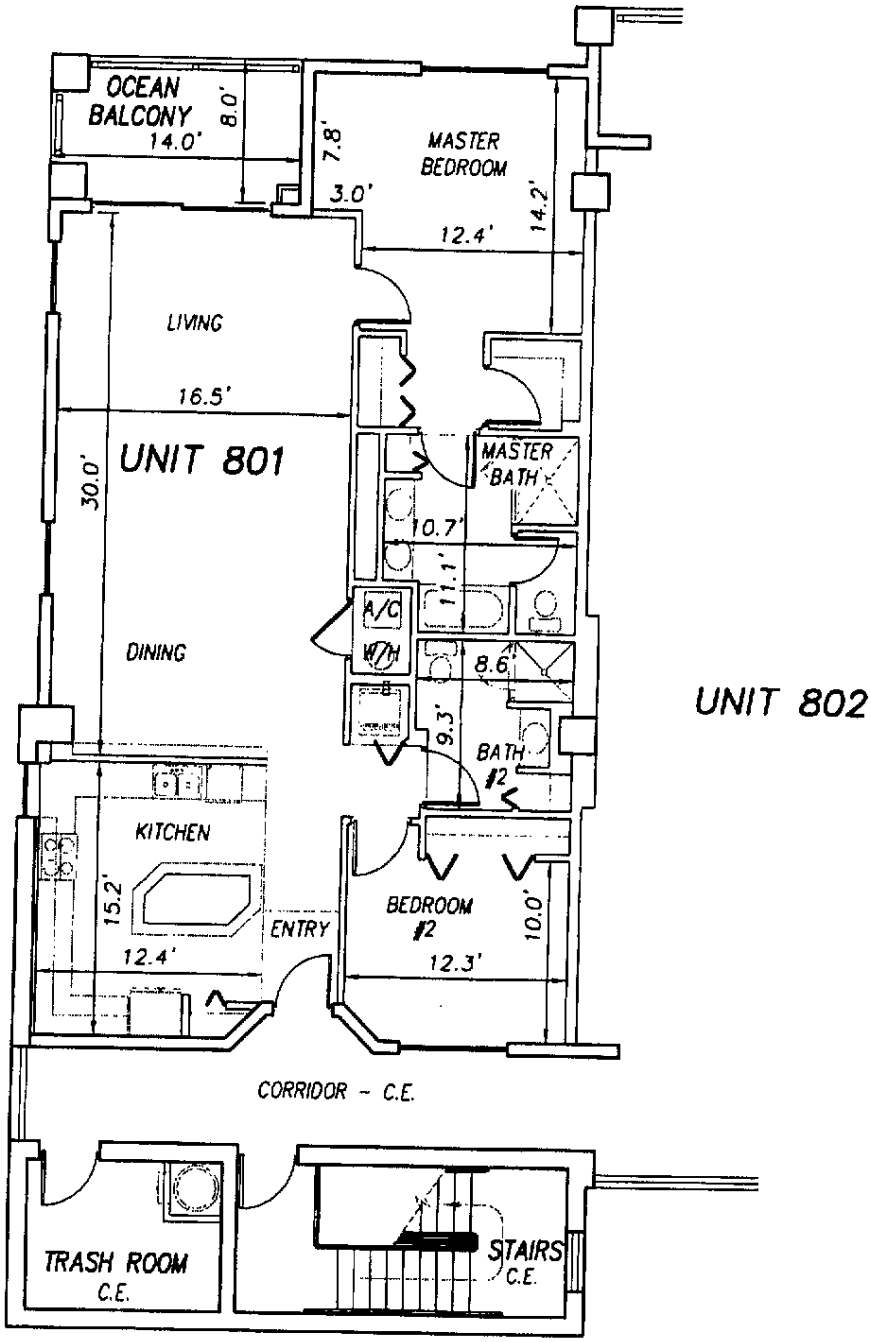

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 801 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 190 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

EXHIBIT "B"

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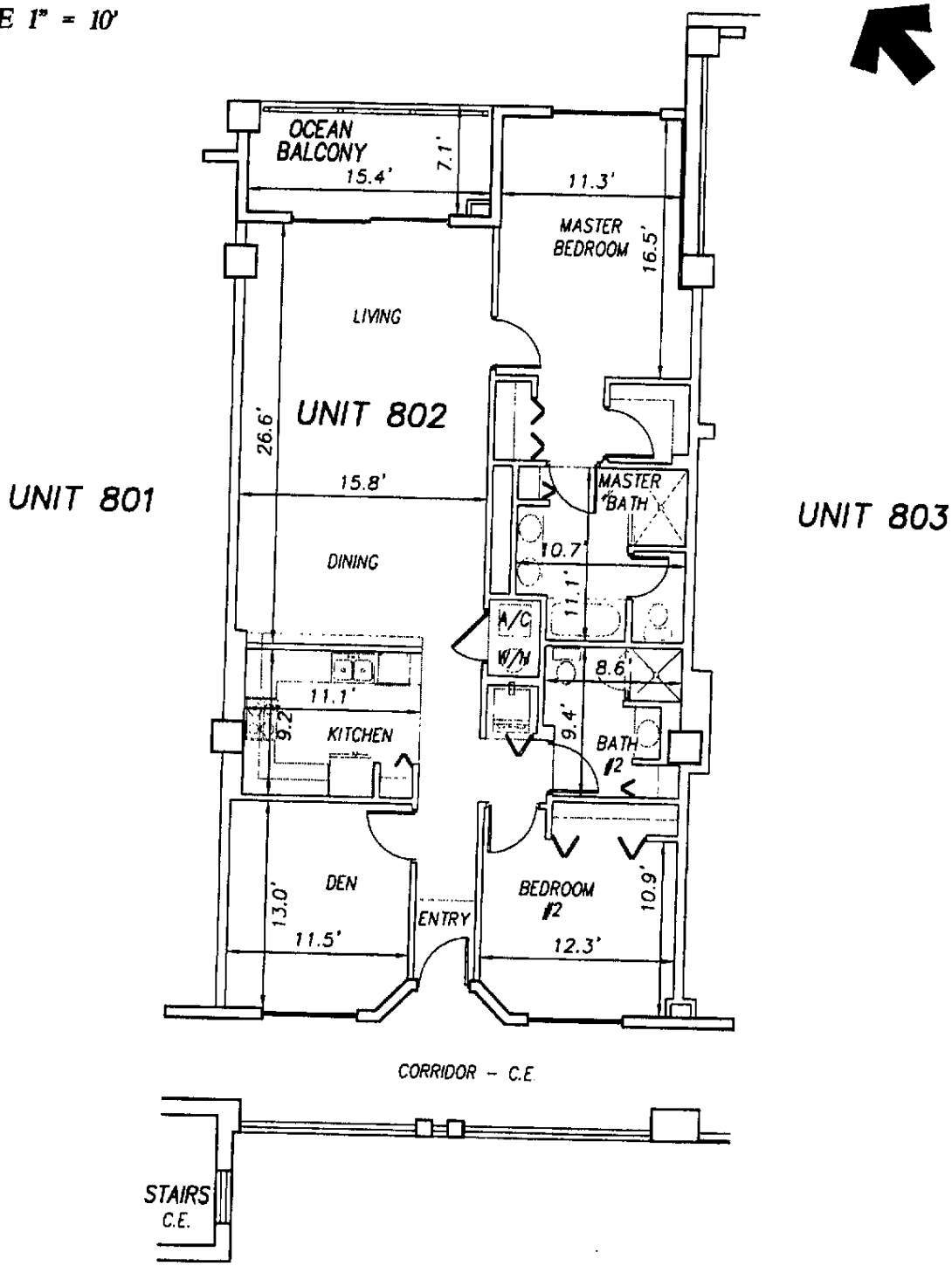

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 802 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1978
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone 386-257-1600 Fax 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

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0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0353

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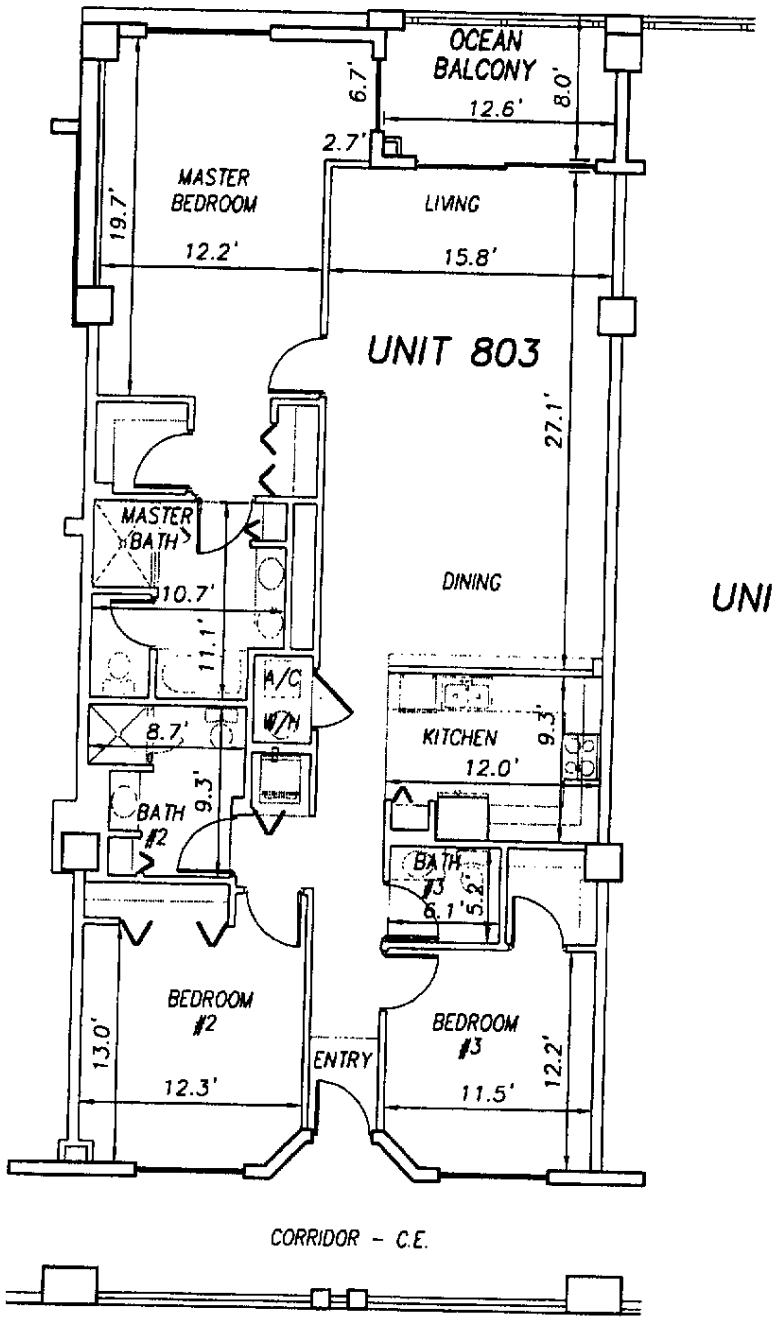

UNIT 802

UNIT 804

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 803 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone 386-257-1800 Fax 386-257-1801
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2232

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\\survey\12001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

0 10 20

SCALE 1" = 10'

OFF REC 0983 PAGE 0354

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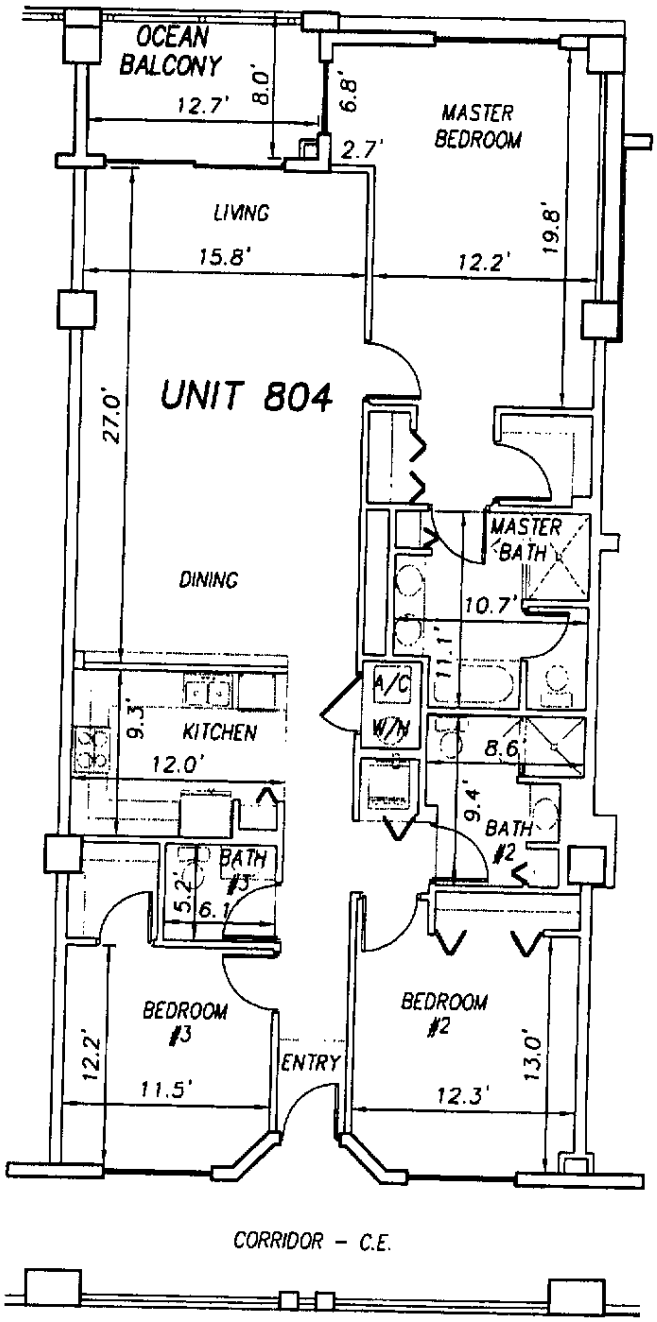

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 804 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 193 OF 213 SHEETS

\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

EXHIBIT "B"

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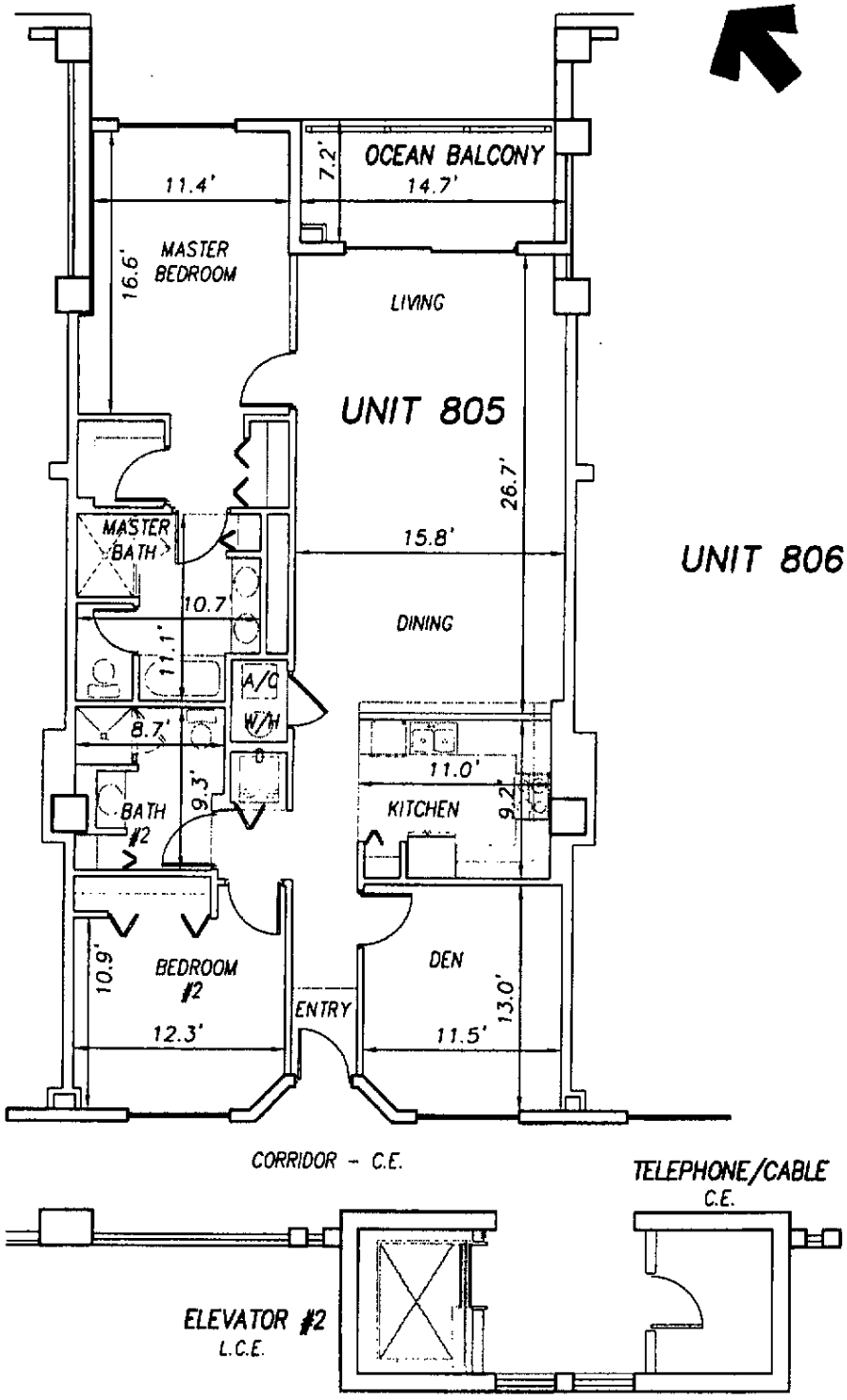

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 805 (North Wing)

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office 800 So. Ridgewood Ave, Daytona Beach, FL 32114
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email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com
LB #2132

DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 194 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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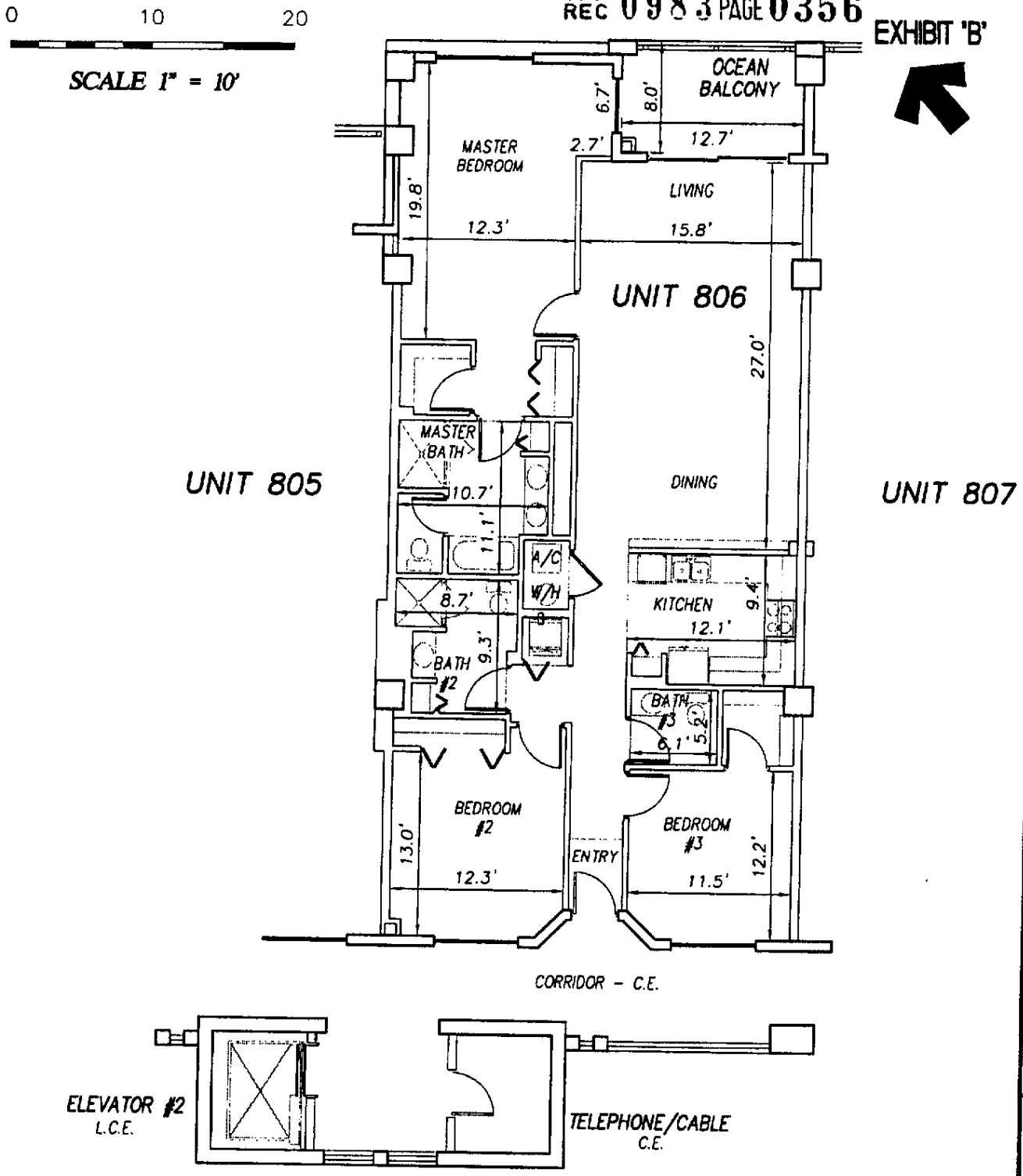

SURF CLUB II
CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 806 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 195 OF 213 SHEETS

\\survey\1200\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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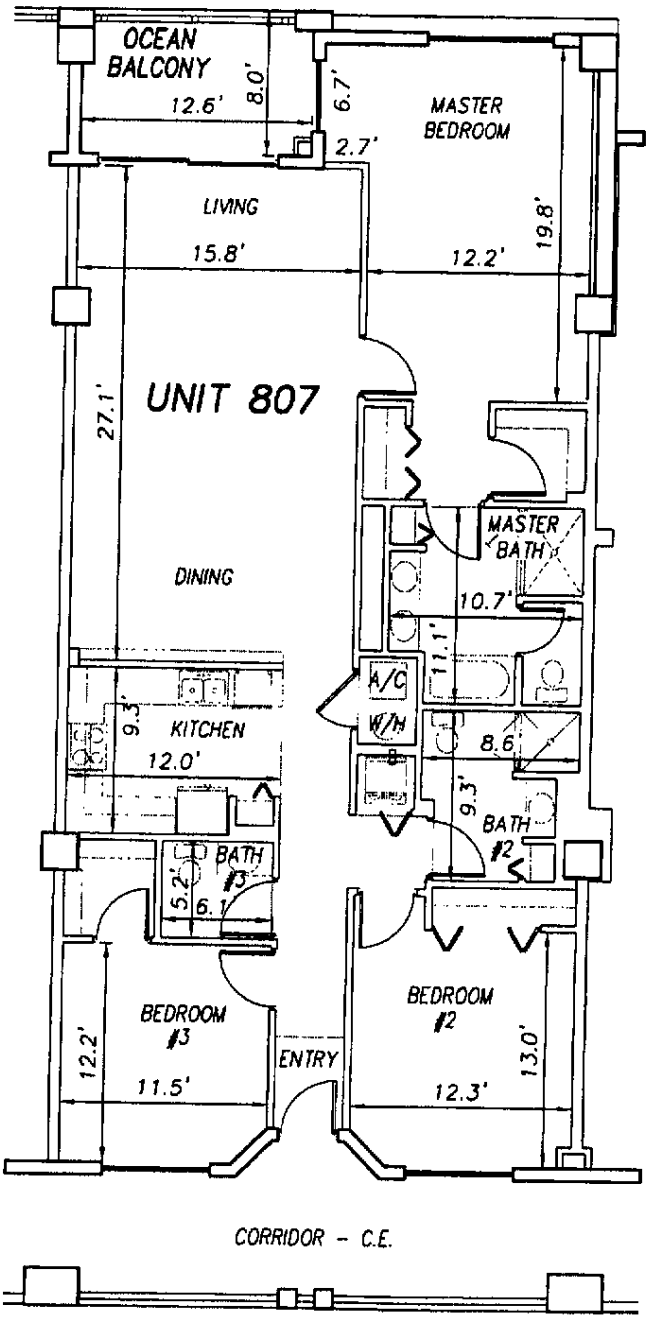

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 807 (North Wing)

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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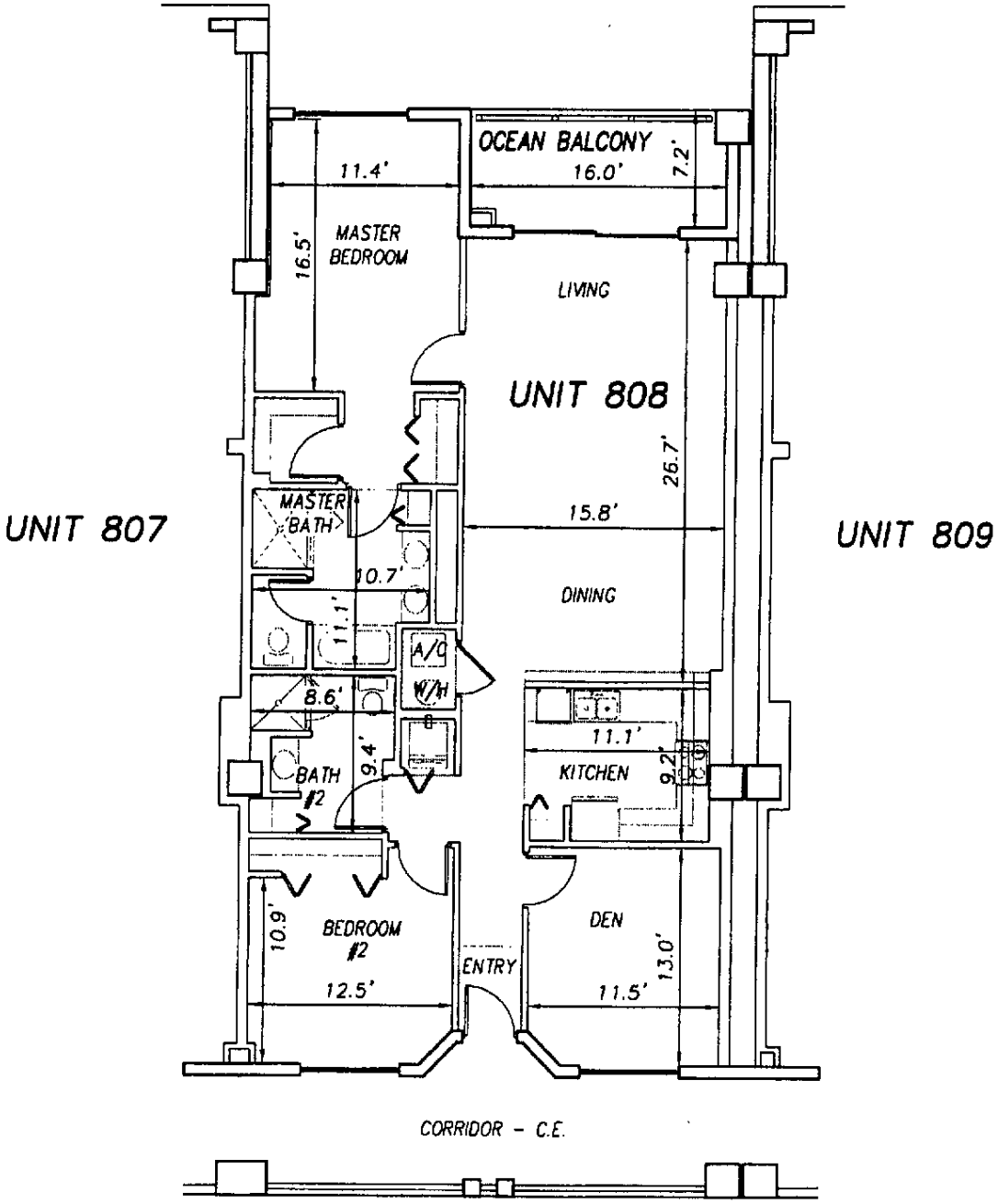

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 808 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 197 OF 213 SHEETS

\\survey\2001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 18B - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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EXHIBIT "B"

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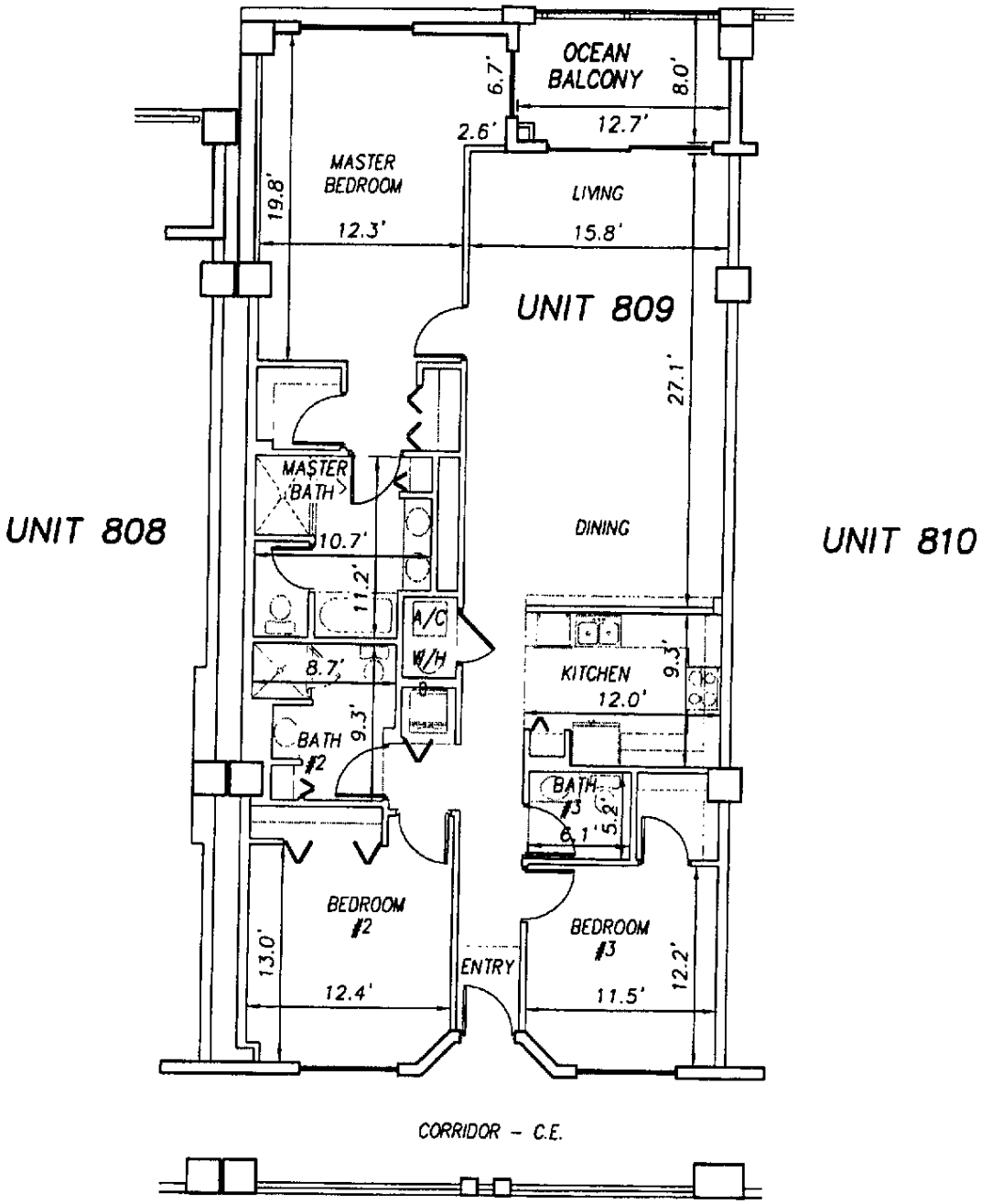

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 809 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 198 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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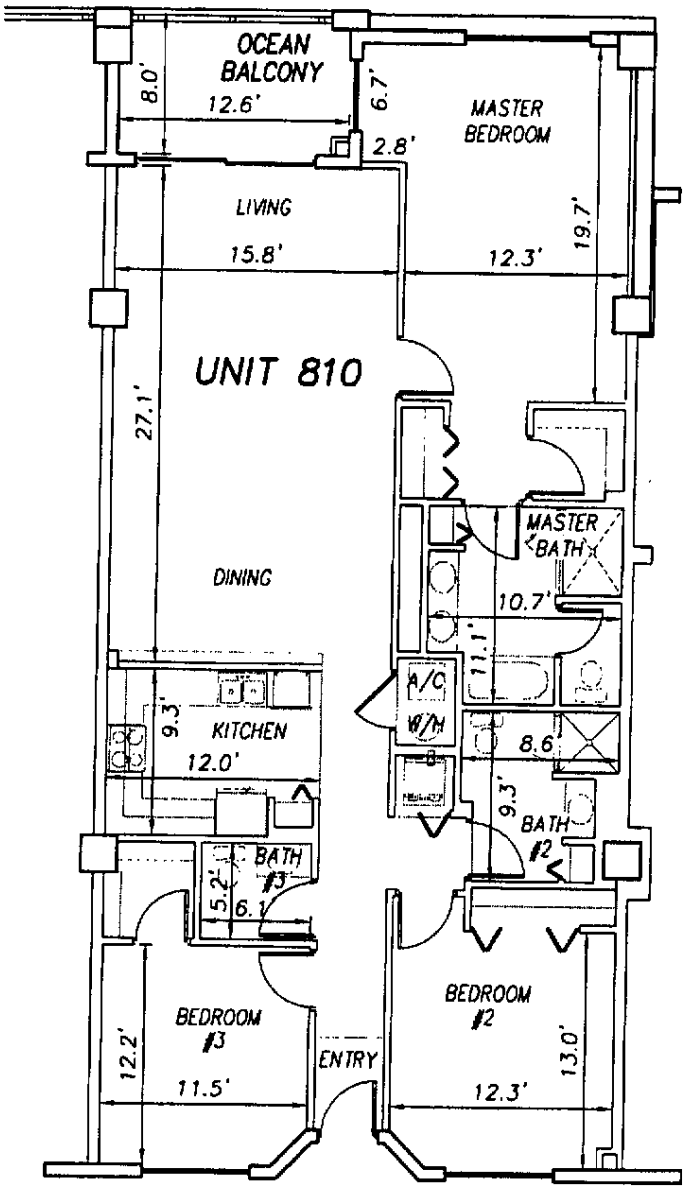

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 810 (North Wing)

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\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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EXHIBIT 'B'

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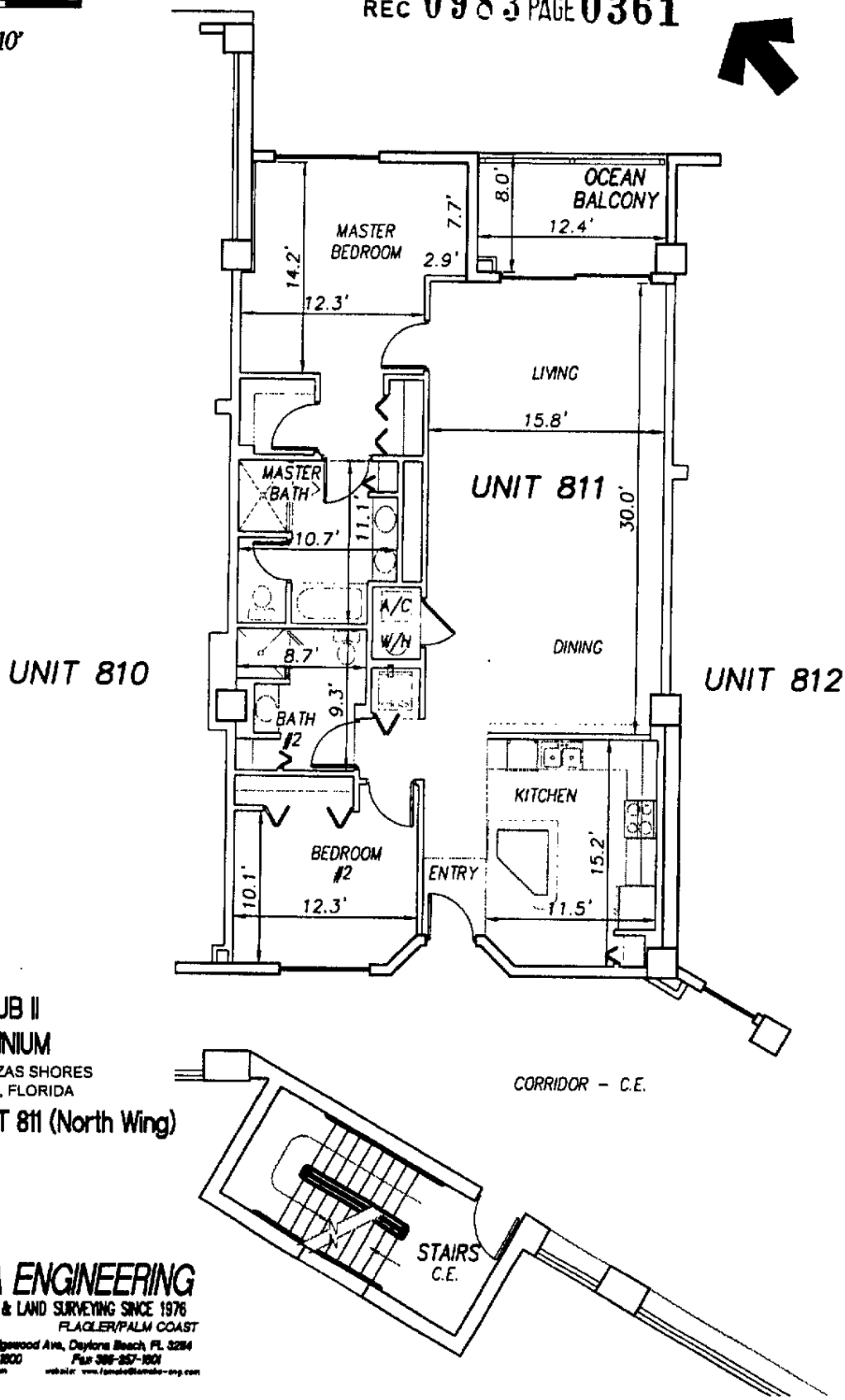

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
EIGHTH FLOOR - UNIT 811 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 200 OF 213 SHEETS

\\survey\2001\land projects 2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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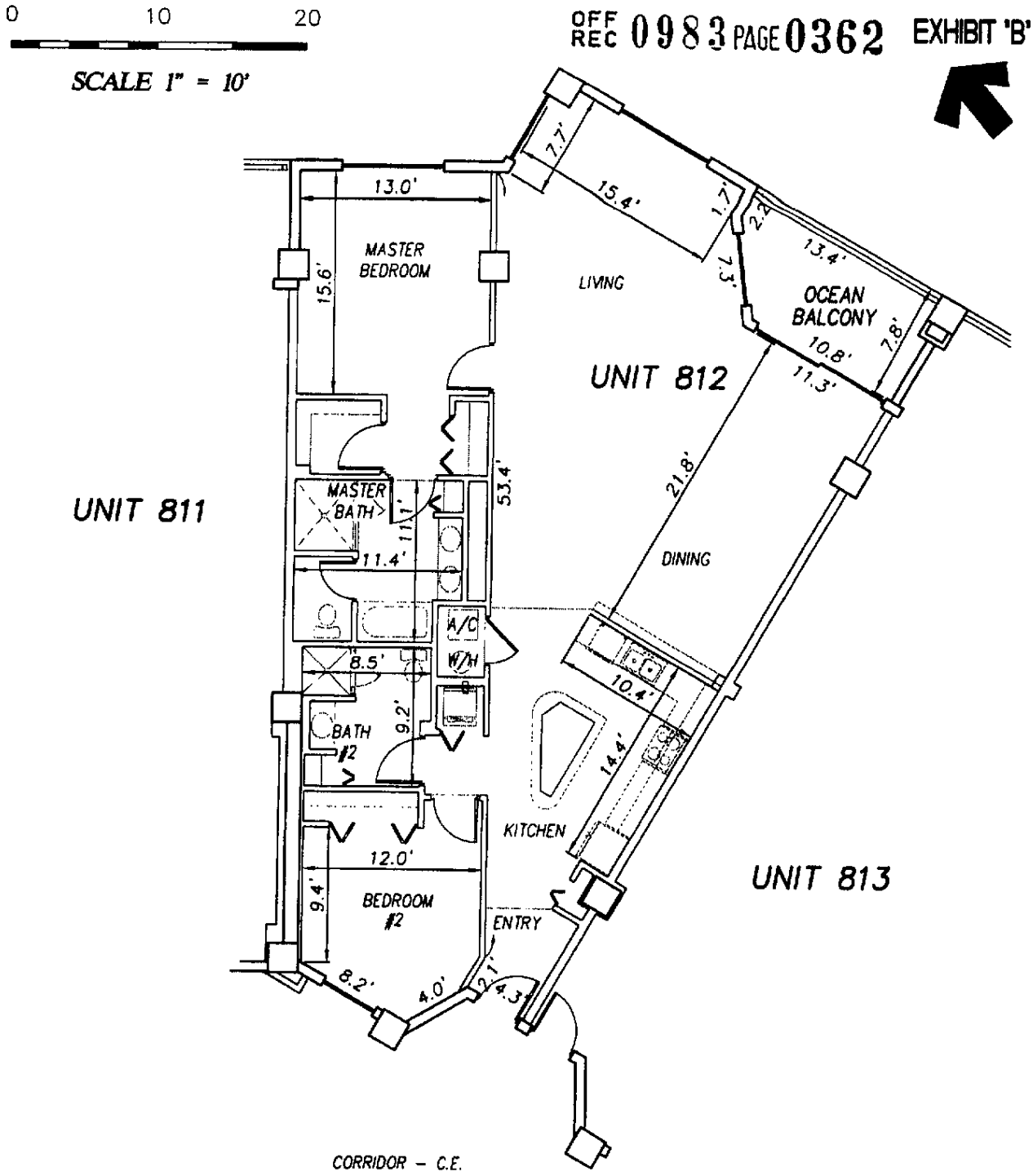

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 812 (North Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 201 OF 213 SHEETS

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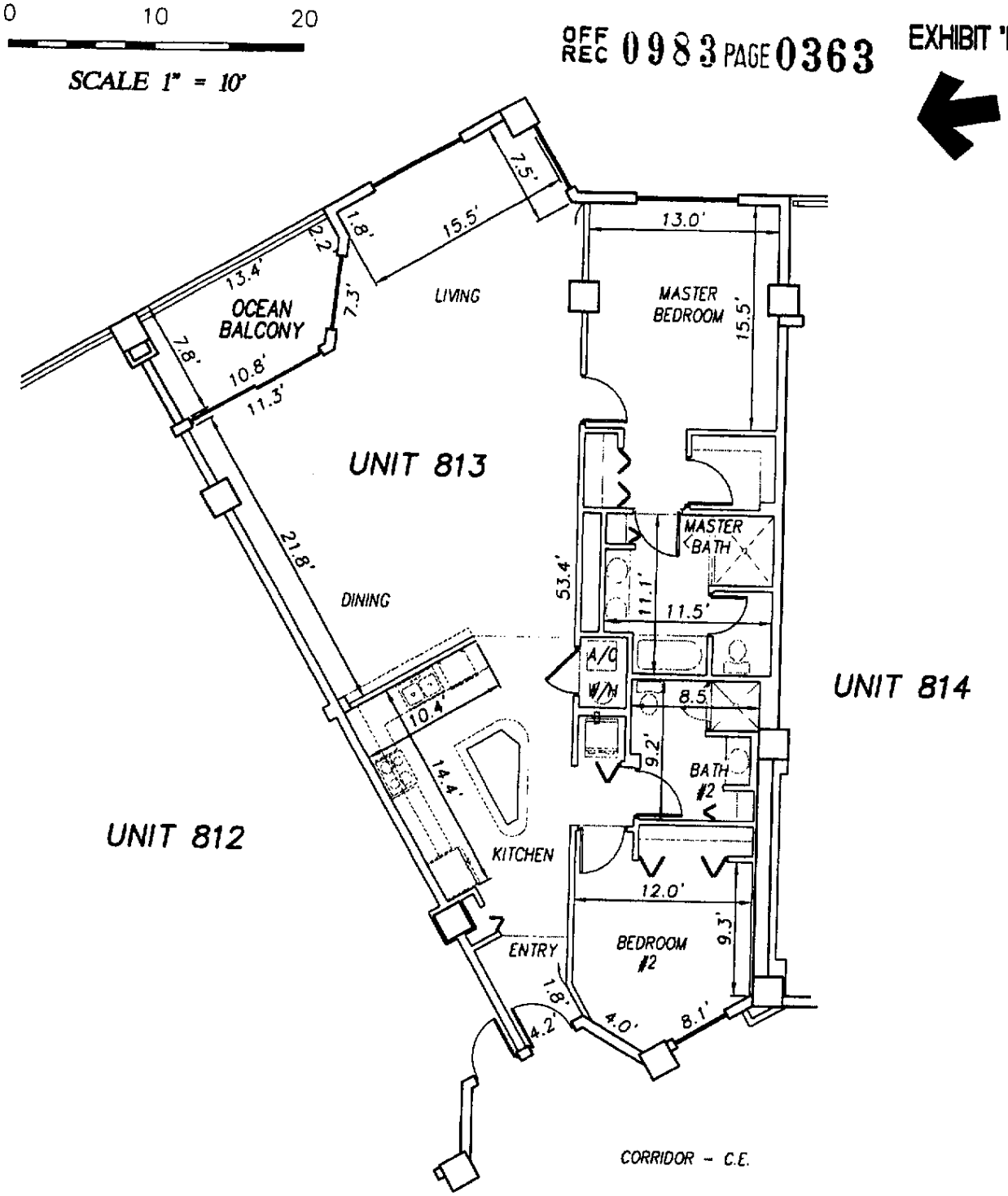

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 813 (South Wing)

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DATE ISSUED: 07/23/2003 JOB # T3070PCBWI SHEET 202 OF 213 SHEETS

\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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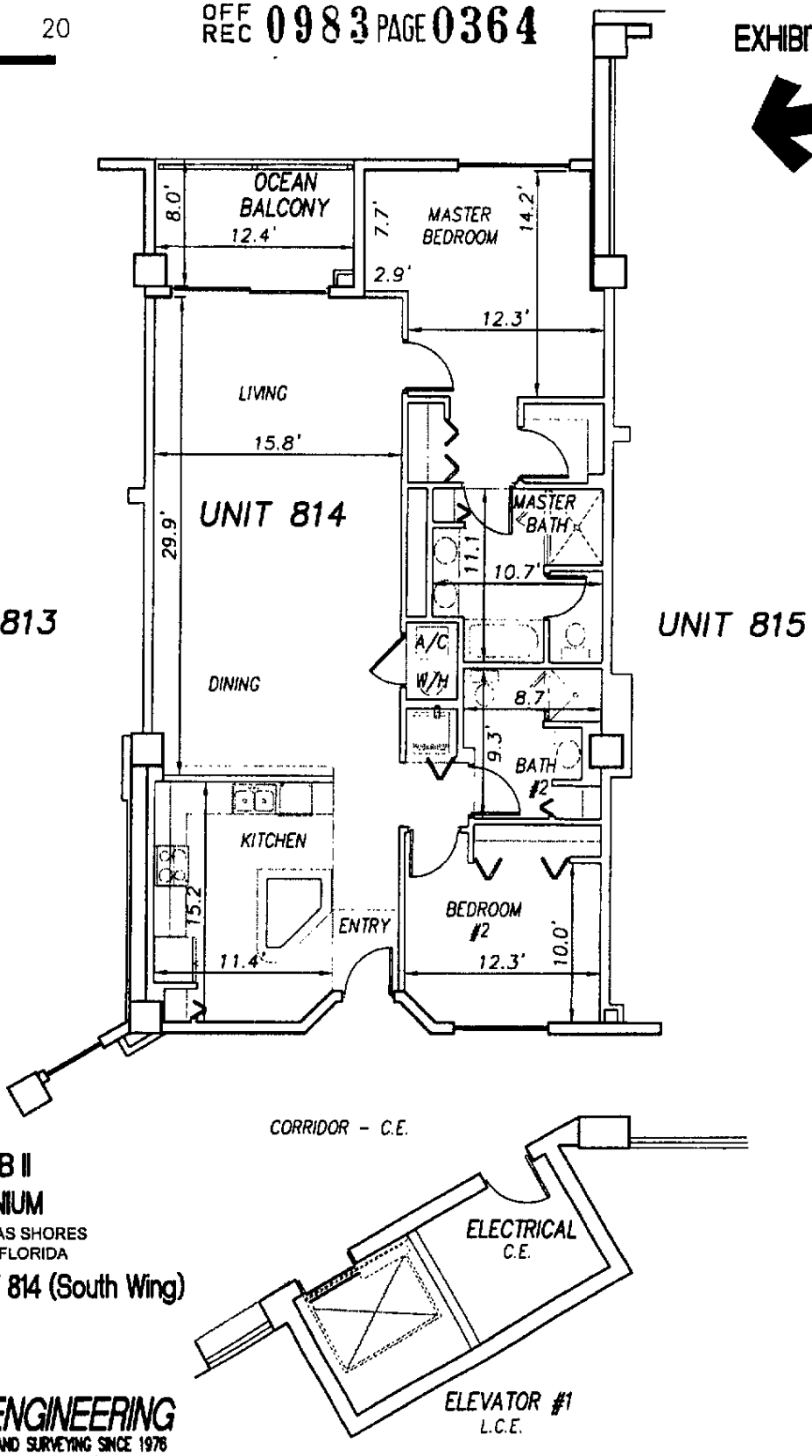

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 814 (South Wing)

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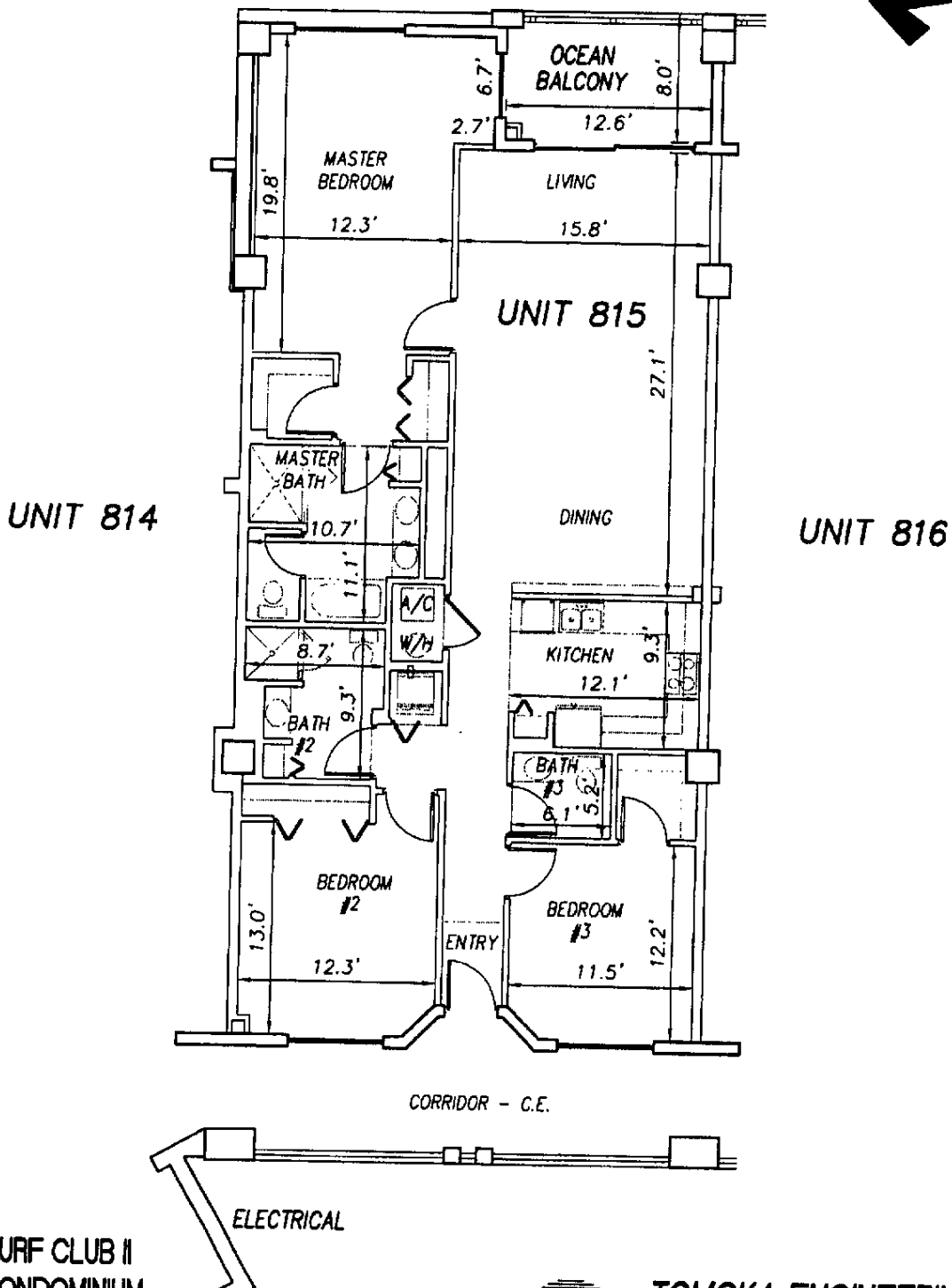

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 815 (South Wing)

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 08:13:51 AM EDT

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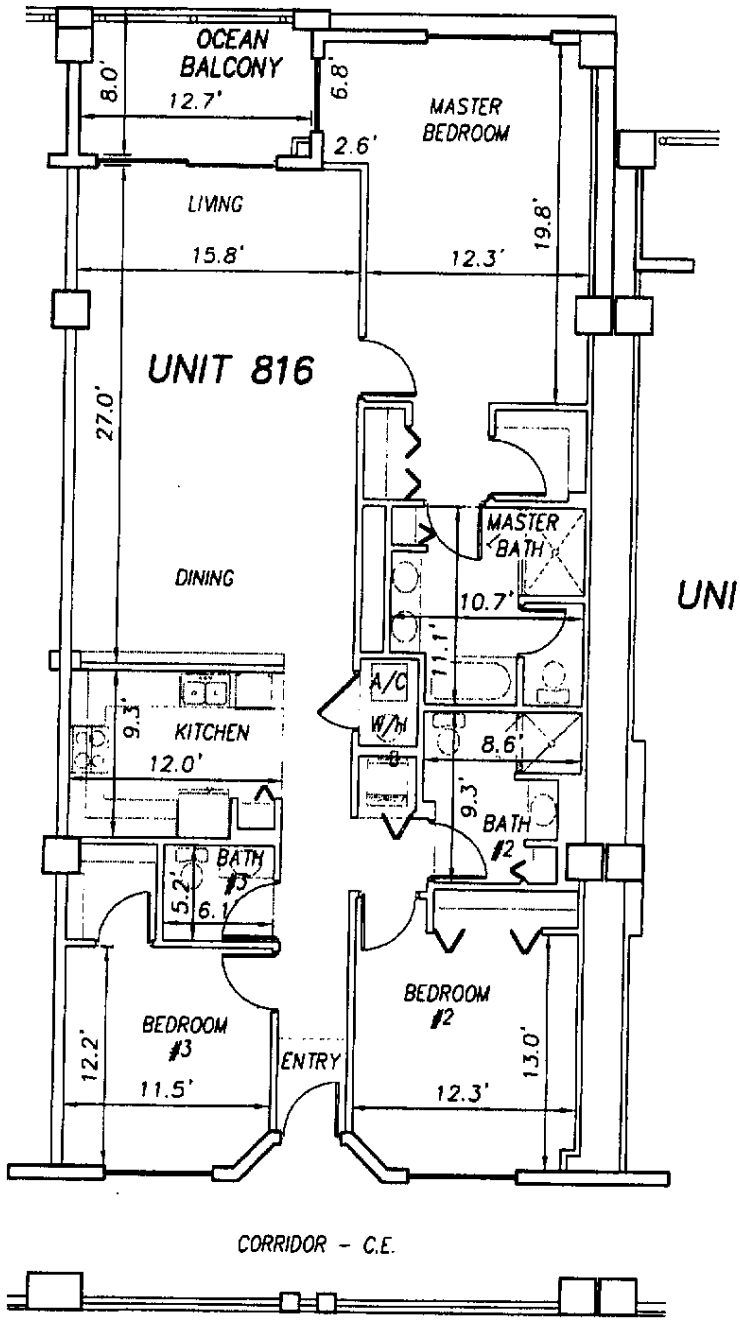

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 816 (South Wing)

TOMOKA ENGINEERING
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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 18B - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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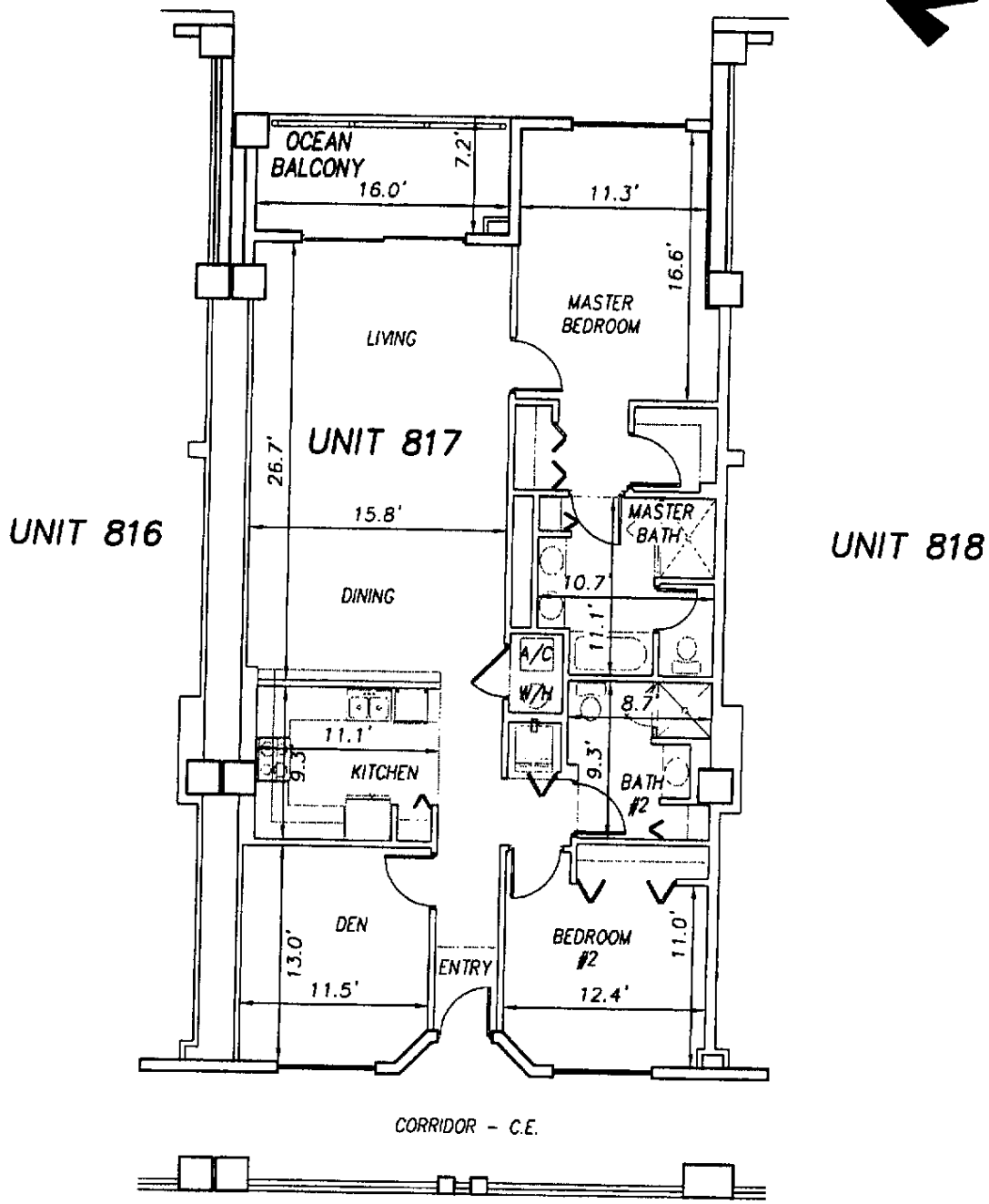

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 817 (South Wing)

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\\survey\t2001\land projects t2003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

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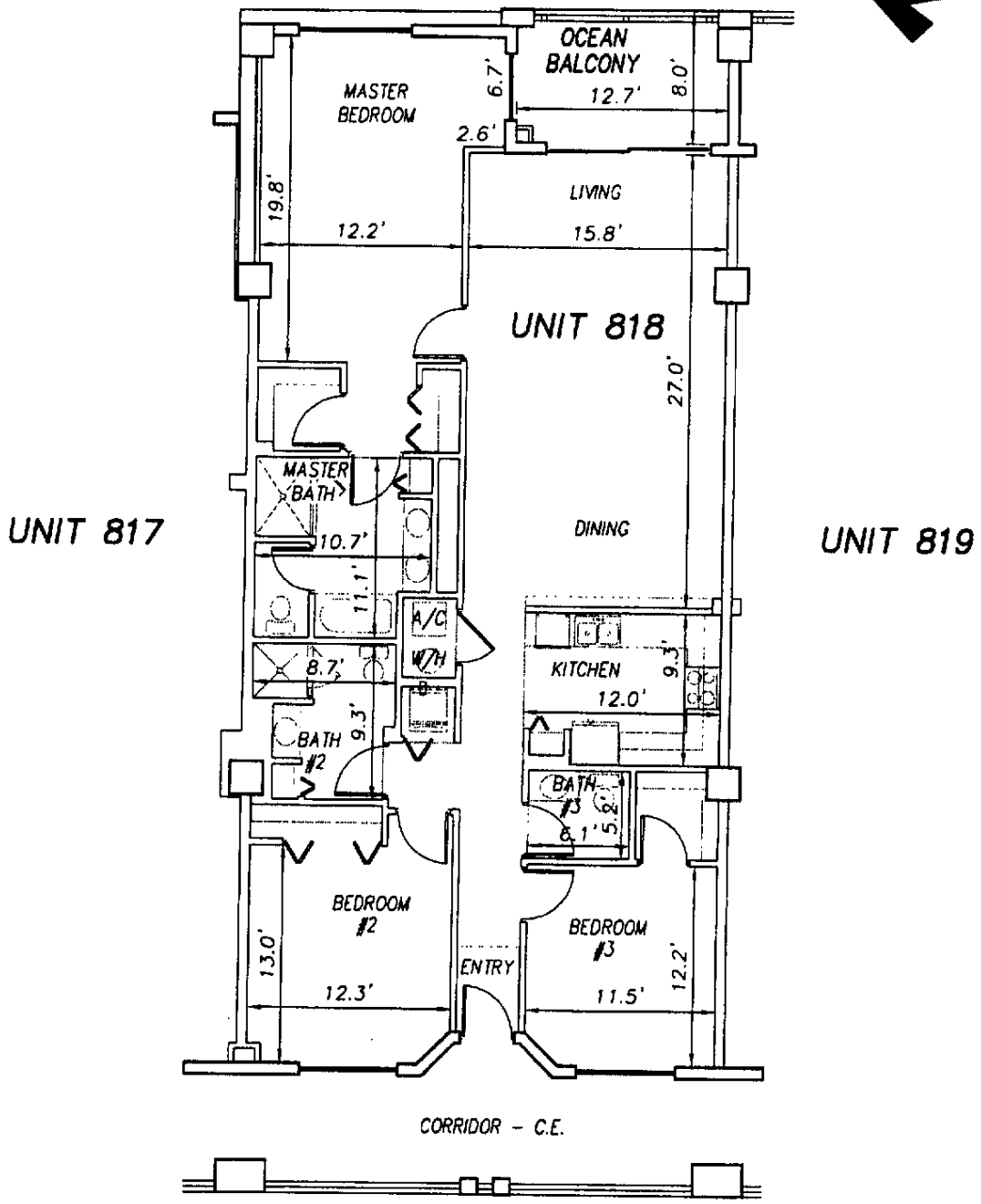

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 818 (South Wing)

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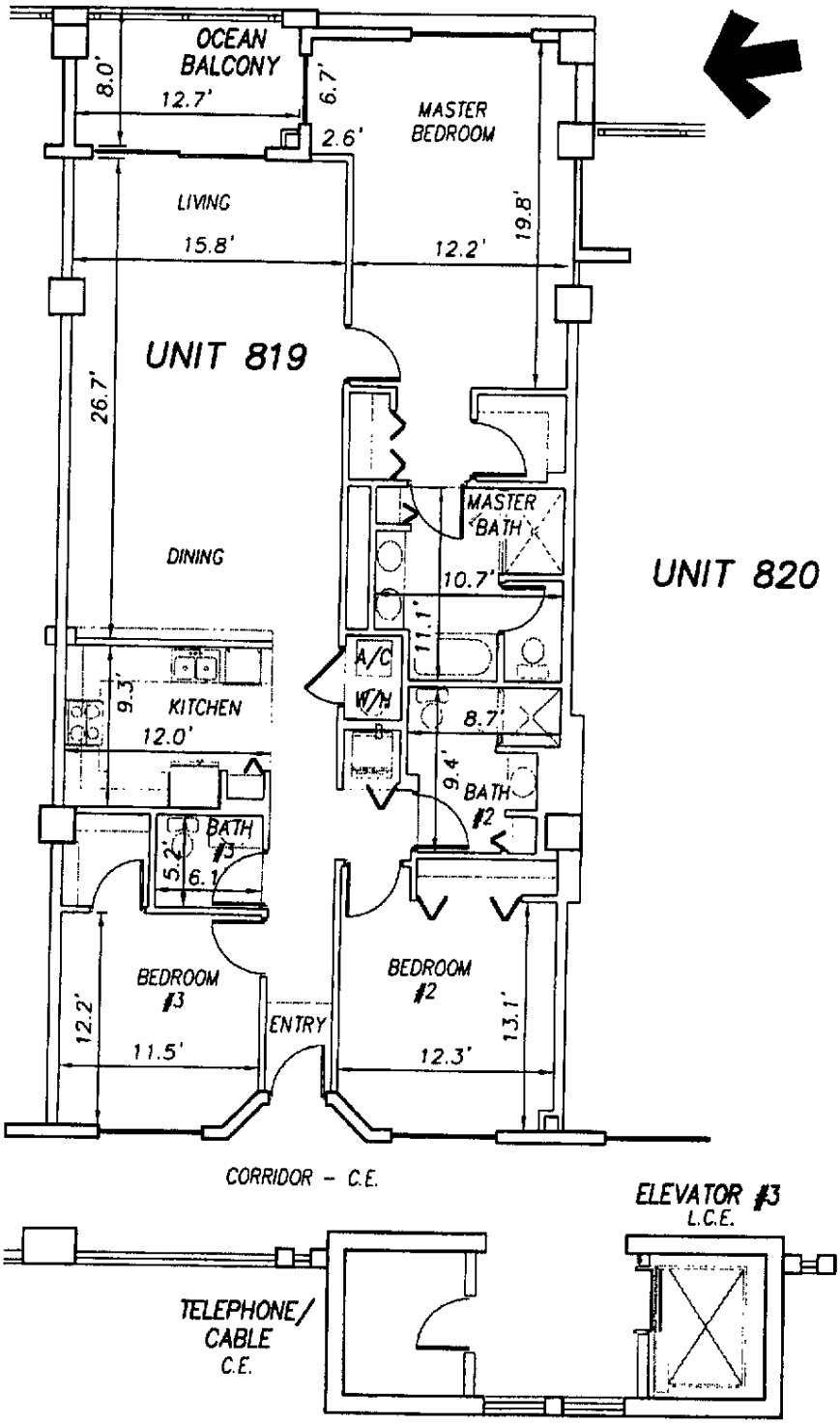

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 819 (South Wing)

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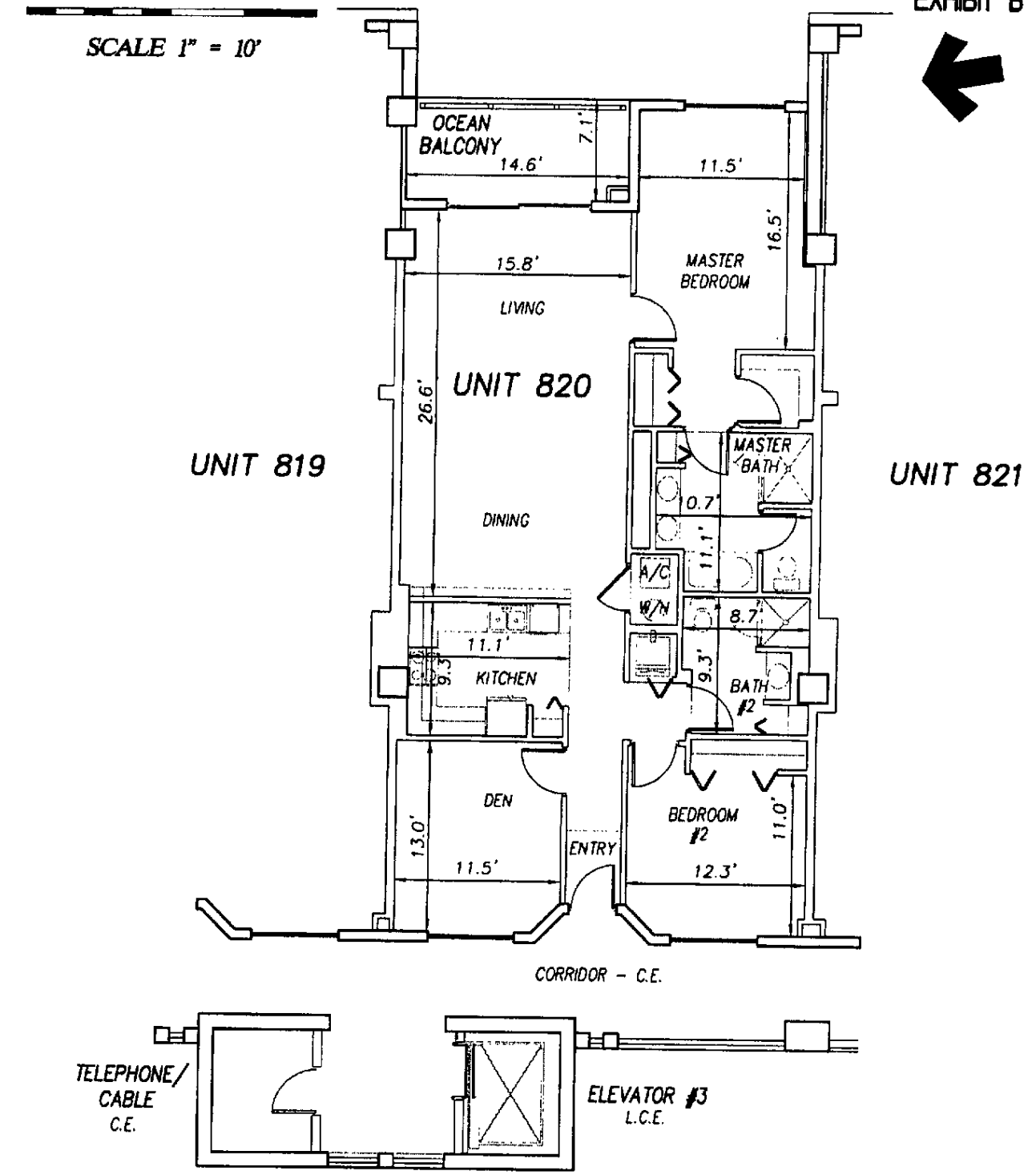

SURF CLUB II CONDOMINIUM

SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 820 (South Wing)

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EXHIBIT 'B'

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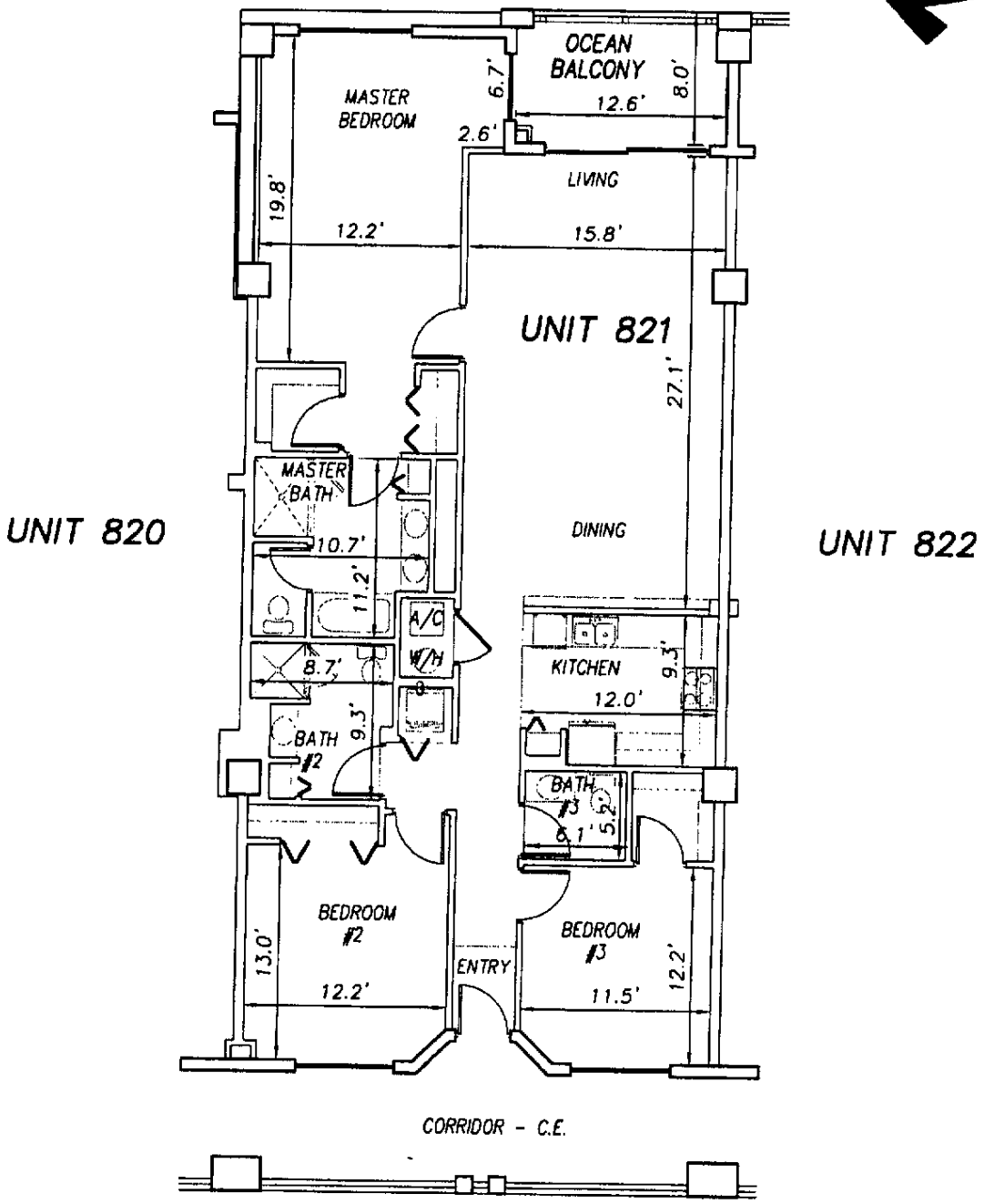

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA
EIGHTH FLOOR - UNIT 821 (South Wing)

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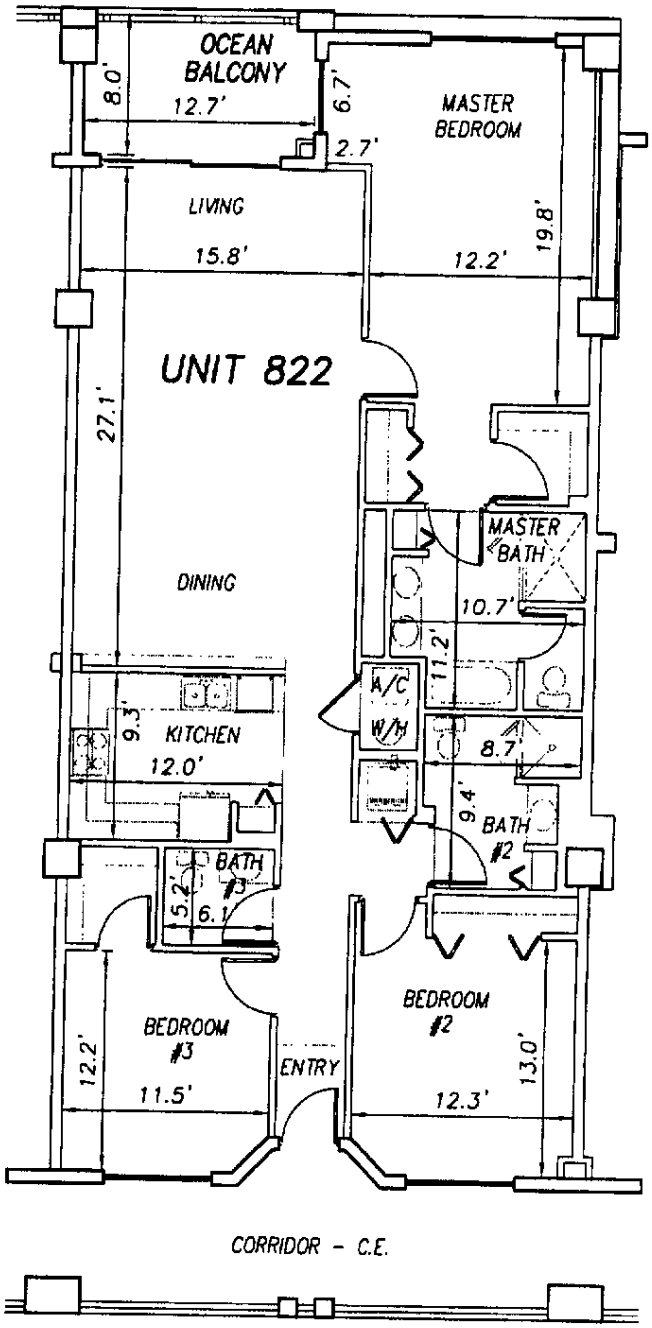

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 822 (South Wing)

TOMOKA ENGINEERING
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0 10 20

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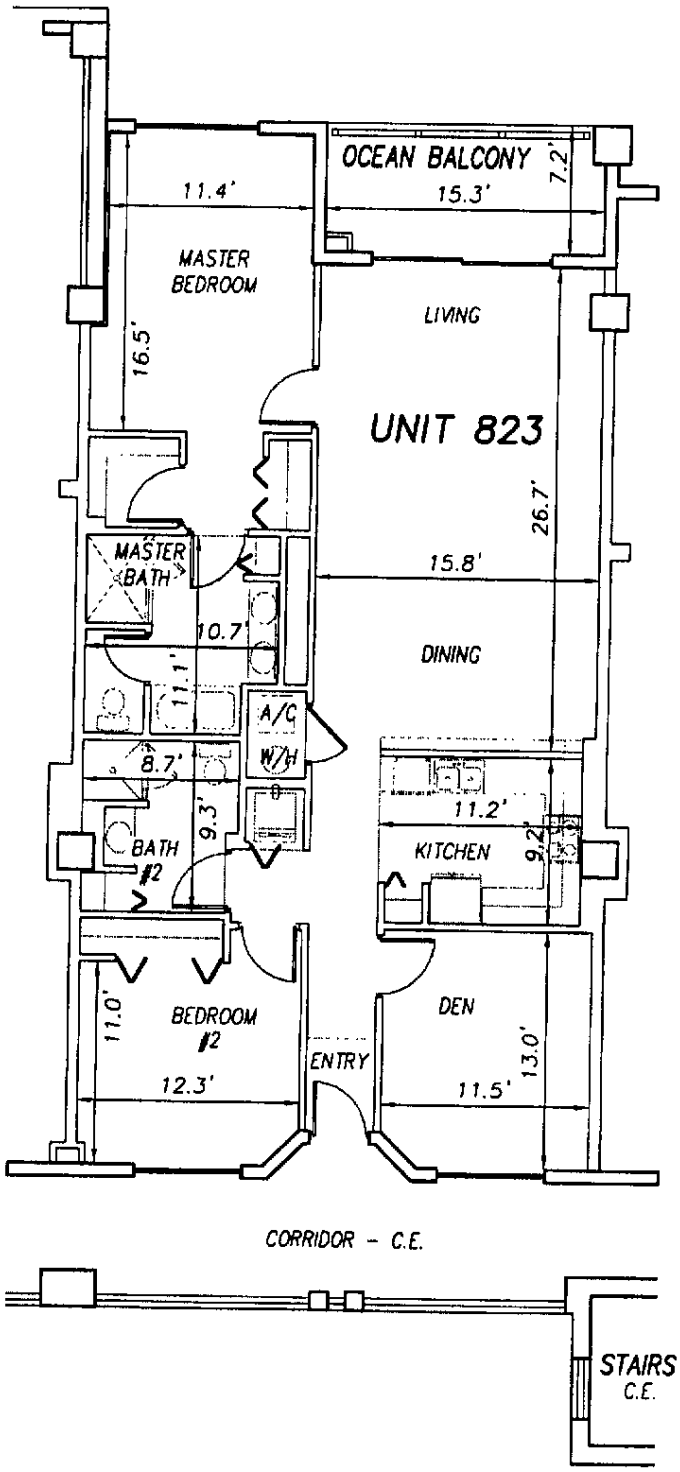

SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 823 (South Wing)

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\\survey\12001\land projects 12003\T3070PCBWI\dwg\CONDO-sh 188 - 213 8th Fl.dwg 09/11/2003 09:13:51 AM EDT

0 10 20

SCALE 1" = 10'

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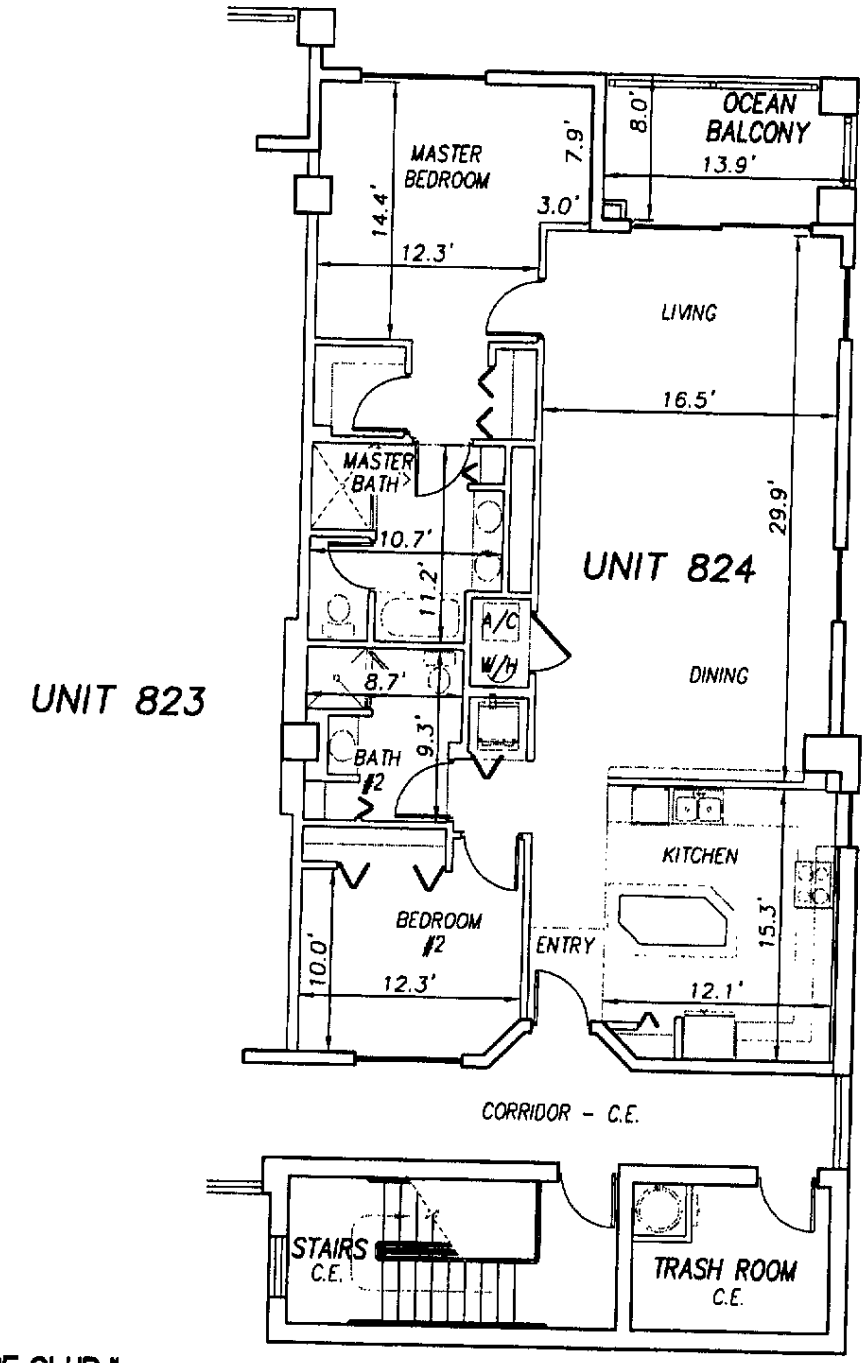
EXHIBIT 'B'



SURF CLUB II
CONDOMINIUM
SITUATED IN MATANZAS SHORES
FLAGLER COUNTY, FLORIDA

EIGHTH FLOOR - UNIT 824 (South Wing)

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JOB # T3070PCBWI

SHEET 213 OF 213 SHEETS

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EXHIBIT C

The following schedule lists the unit numbers, unit types, numbers of bedrooms and baths, and shares in common elements and common surplus for the initial Condominium Units in the Condominium.

SURF CLUB II	UNIT NUMBER	UNIT TYPE	# OF BEDROOMS	# OF BATHS	SHARE IN COMMON ELEMENTS/ SURPLUS
1st Floor	101	1,425 sq. ft., end unit	2	2	1/190
	111	1,398 sq. ft.	2	2	1/190
	114	1,398 sq. ft.	2	2	1/190
	124	1,425 sq. ft., end unit	2	2	1/190
	102	1,455 sq. ft. w/den	2	2	1/190
	105	1,455 sq. ft. w/den	2	2	1/190
	108	1,455 sq. ft. w/den	2	2	1/190
	117	1,455 sq. ft. w/den	2	2	1/190
	120	1,455 sq. ft. w/den	2	2	1/190
	123	1,455 sq. ft. w/den	2	2	1/190
	103	1,640 sq.ft.	3	2.5	1/190
	104	1,640 sq.ft.	3	2.5	1/190
	106	1,640 sq.ft.	3	2.5	1/190
	107	1,640 sq.ft.	3	2.5	1/190
	109	1,640 sq.ft.	3	2.5	1/190
	110	1,640 sq.ft.	3	2.5	1/190

	115	1,640 sq.ft.	3	2.5	1/190
	116	1,640 sq.ft.	3	2.5	1/190
	118	1,640 sq.ft.	3	2.5	1/190
	119	1,640 sq.ft.	3	2.5	1/190
	121	1,640 sq.ft.	3	2.5	1/190
	122	1,640 sq.ft.	3	2.5	1/190
2nd Floor	201	1,425 sq. ft., end unit	2	2	1/190
	211	1,398 sq. ft.	2	2	1/190
	214	1,398 sq. ft.	2	2	1/190
	224	1,425 sq. ft., end unit	2	2	1/190
	202	1,455 sq. ft. w/den	2	2	1/190
	205	1,455 sq. ft. w/den	2	2	1/190
	208	1,455 sq. ft. w/den	2	2	1/190
	217	1,455 sq. ft. w/den	2	2	1/190
	220	1,455 sq. ft. w/den	2	2	1/190
	223	1,455 sq. ft. w/den	2	2	1/190
	203	1,640 sq.ft.	3	2.5	1/190
	204	1,640 sq.ft.	3	2.5	1/190
	206	1,640 sq.ft.	3	2.5	1/190
	207	1,640 sq.ft.	3	2.5	1/190
	209	1,640 sq.ft.	3	2.5	1/190
	210	1,640 sq.ft.	3	2.5	1/190

	215	1,640 sq.ft.	3	2.5	1/190
	216	1,640 sq.ft.	3	2.5	1/190
	218	1,640 sq.ft.	3	2.5	1/190
	219	1,640 sq.ft.	3	2.5	1/190
	221	1,640 sq.ft.	3	2.5	1/190
	222	1,640 sq.ft.	3	2.5	1/190
	212	1,633 sq.ft.	2	2	1/190
	213	1,633 sq.ft.	2	2	1/190
3rd Floor	301	1,425 sq. ft., end unit	2	2	1/190
	311	1,398 sq. ft.	2	2	1/190
	314	1,398 sq. ft.	2	2	1/190
	324	1,425 sq. ft., end unit	2	2	1/190
	302	1,455 sq. ft. w/den	2	2	1/190
	305	1,455 sq. ft. w/den	2	2	1/190
	308	1,455 sq. ft. w/den	2	2	1/190
	317	1,455 sq. ft. w/den	2	2	1/190
	320	1,455 sq. ft. w/den	2	2	1/190
	323	1,455 sq. ft. w/den	2	2	1/190
	303	1,640 sq.ft.	3	2.5	1/190
	304	1,640 sq.ft.	3	2.5	1/190
	306	1,640 sq.ft.	3	2.5	1/190
	307	1,640 sq.ft.	3	2.5	1/190
	309	1,640 sq.ft.	3	2.5	1/190

	310	1,640 sq.ft.	3	2.5	1/190
	315	1,640 sq.ft.	3	2.5	1/190
	316	1,640 sq.ft.	3	2.5	1/190
	318	1,640 sq.ft.	3	2.5	1/190
	319	1,640 sq.ft.	3	2.5	1/190
	321	1,640 sq.ft.	3	2.5	1/190
	322	1,640 sq.ft.	3	2.5	1/190
	312	1,633 sq.ft.	2	2	1/190
	313	1,633 sq.ft.	2	2	1/190
4th Floor	401	1,425 sq. ft., end unit	2	2	1/190
	411	1,398 sq. ft.	2	2	1/190
	414	1,398 sq. ft.	2	2	1/190
	424	1,425 sq. ft., end unit	2	2	1/190
	402	1,455 sq. ft. w/den	2	2	1/190
	405	1,455 sq. ft. w/den	2	2	1/190
	408	1,455 sq. ft. w/den	2	2	1/190
	417	1,455 sq. ft. w/den	2	2	1/190
	420	1,455 sq. ft. w/den	2	2	1/190
	423	1,455 sq. ft. w/den	2	2	1/190
	403	1,640 sq.ft.	3	2.5	1/190
	404	1,640 sq.ft.	3	2.5	1/190
	406	1,640 sq.ft.	3	2.5	1/190
	407	1,640 sq.ft.	3	2.5	1/190

	409	1,640 sq.ft.	3	2.5	1/190
	410	1,640 sq.ft.	3	2.5	1/190
	415	1,640 sq.ft.	3	2.5	1/190
	416	1,640 sq.ft.	3	2.5	1/190
	418	1,640 sq.ft.	3	2.5	1/190
	419	1,640 sq.ft.	3	2.5	1/190
	421	1,640 sq.ft.	3	2.5	1/190
	422	1,640 sq.ft.	3	2.5	1/190
	412	1,633 sq.ft.	2	2	1/190
	413	1,633 sq.ft.	2	2	1/190
5th Floor	501	1,425 sq. ft., end unit	2	2	1/190
	511	1,398 sq. ft.	2	2	1/190
	514	1,398 sq. ft.	2	2	1/190
	524	1,425 sq. ft., end unit	2	2	1/190
	502	1,455 sq. ft. w/den	2	2	1/190
	505	1,455 sq. ft. w/den	2	2	1/190
	508	1,455 sq. ft. w/den	2	2	1/190
	517	1,455 sq. ft. w/den	2	2	1/190
	520	1,455 sq. ft. w/den	2	2	1/190
	523	1,455 sq. ft. w/den	2	2	1/190
	503	1,640 sq.ft.	3	2.5	1/190
	504	1,640 sq.ft.	3	2.5	1/190
	506	1,640 sq.ft.	3	2.5	1/190

	507	1,640 sq.ft.	3	2.5	1/190
	509	1,640 sq.ft.	3	2.5	1/190
	510	1,640 sq.ft.	3	2.5	1/190
	515	1,640 sq.ft.	3	2.5	1/190
	516	1,640 sq.ft.	3	2.5	1/190
	518	1,640 sq.ft.	3	2.5	1/190
	519	1,640 sq.ft.	3	2.5	1/190
	521	1,640 sq.ft.	3	2.5	1/190
	522	1,640 sq.ft.	3	2.5	1/190
	512	1,633 sq.ft.	2	2	1/190
	513	1,633 sq.ft.	2	2	1/190
6th Floor	601	1,425 sq. ft., end unit	2	2	1/190
	611	1,398 sq. ft.	2	2	1/190
	614	1,398 sq. ft.	2	2	1/190
	624	1,425 sq. ft., end unit	2	2	1/190
	602	1,455 sq. ft. w/den	2	2	1/190
	605	1,455 sq. ft. w/den	2	2	1/190
	608	1,455 sq. ft. w/den	2	2	1/190
	617	1,455 sq. ft. w/den	2	2	1/190
	620	1,455 sq. ft. w/den	2	2	1/190
	623	1,455 sq. ft. w/den	2	2	1/190
	603	1,640 sq.ft.	3	2.5	1/190
	604	1,640 sq.ft.	3	2.5	1/190

	606	1,640 sq.ft.	3	2.5	1/190
	607	1,640 sq.ft.	3	2.5	1/190
	609	1,640 sq.ft.	3	2.5	1/190
	610	1,640 sq.ft.	3	2.5	1/190
	615	1,640 sq.ft.	3	2.5	1/190
	616	1,640 sq.ft.	3	2.5	1/190
	618	1,640 sq.ft.	3	2.5	1/190
	619	1,640 sq.ft.	3	2.5	1/190
	621	1,640 sq.ft.	3	2.5	1/190
	622	1,640 sq.ft.	3	2.5	1/190
	612	1,633 sq.ft.	2	2	1/190
	613	1,633 sq.ft.	2	2	1/190
7th Floor	701	1,425 sq. ft., end unit	2	2	1/190
	711	1,398 sq. ft.	2	2	1/190
	714	1,398 sq. ft.	2	2	1/190
	724	1,425 sq. ft., end unit	2	2	1/190
	702	1,455 sq. ft. w/den	2	2	1/190
	705	1,455 sq. ft. w/den	2	2	1/190
	708	1,455 sq. ft. w/den	2	2	1/190
	717	1,455 sq. ft. w/den	2	2	1/190
	720	1,455 sq. ft. w/den	2	2	1/190
	723	1,455 sq. ft. w/den	2	2	1/190
	703	1,640 sq.ft.	3	2.5	1/190

	704	1,640 sq.ft.	3	2.5	1/190
	706	1,640 sq.ft.	3	2.5	1/190
	707	1,640 sq.ft.	3	2.5	1/190
	709	1,640 sq.ft.	3	2.5	1/190
	710	1,640 sq.ft.	3	2.5	1/190
	715	1,640 sq.ft.	3	2.5	1/190
	716	1,640 sq.ft.	3	2.5	1/190
	718	1,640 sq.ft.	3	2.5	1/190
	719	1,640 sq.ft.	3	2.5	1/190
	721	1,640 sq.ft.	3	2.5	1/190
	722	1,640 sq.ft.	3	2.5	1/190
	712	1,633 sq.ft.	2	2	1/190
	713	1,633 sq.ft.	2	2	1/190
8th Floor	801	1,425 sq. ft., end unit	2	2	1/190
	811	1,398 sq. ft.	2	2	1/190
	814	1,398 sq. ft.	2	2	1/190
	824	1,425 sq. ft., end unit	2	2	1/190
	802	1,455 sq. ft. w/den	2	2	1/190
	805	1,455 sq. ft. w/den	2	2	1/190
	808	1,455 sq. ft. w/den	2	2	1/190
	817	1,455 sq. ft. w/den	2	2	1/190
	820	1,455 sq. ft. w/den	2	2	1/190
	823	1,455 sq. ft. w/den	2	2	1/190
	803	1,640 sq.ft.	3	2.5	1/190
	804	1,640 sq.ft.	3	2.5	1/190

	806	1,640 sq.ft.	3	2.5	1/190
	807	1,640 sq.ft.	3	2.5	1/190
	809	1,640 sq.ft.	3	2.5	1/190
	810	1,640 sq.ft.	3	2.5	1/190
	815	1,640 sq.ft.	3	2.5	1/190
	816	1,640 sq.ft.	3	2.5	1/190
	818	1,640 sq.ft.	3	2.5	1/190
	819	1,640 sq.ft.	3	2.5	1/190
	821	1,640 sq.ft.	3	2.5	1/190
	822	1,640 sq.ft.	3	2.5	1/190
	812	1,633 sq.ft.	2	2	1/190
	813	1,633 sq.ft.	2	2	1/190
Total					190(100%)

EXHIBIT D

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SURF CLUB II CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 8, 2002, as shown by the records of this office.

The document number of this corporation is N02000003628.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of May, 2002

Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION
OF
SURF CLUB II CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapters 617 and 718 of the Florida Statutes, the undersigned hereby associate into a corporation for the purpose and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

EXPLANATION OF TERMINOLOGY

A. The terms contained in these Articles of Incorporation which are contained in the Condominium Act, Chapter 718, Florida Statutes, as amended prior to the date of execution of these Articles, shall have the meaning of such terms set forth in such Act. All terms which are defined in the Declarations of Condominium for those condominiums administered by Association (the "Declarations") shall be used herein with the same meanings as defined in said Declarations.

B. "Association" as used herein shall mean the Surf Club II Condominium Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE I
NAME

The name of this Association shall be the SURF CLUB II CONDOMINIUM ASSOCIATION, INC., whose present address is 21 Old Kings Road, Suite B101, Palm Coast, Florida, 32137.

ARTICLE II
PURPOSE OF ASSOCIATION

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of one condominium (the "Condominium"). It is intended that the maximum number of Condominium Units that may ultimately be operated by the Association is one hundred ninety (190).

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of Condominium Units, Common Elements and each Condominium Property;

(b) to make, levy, collect and enforce Assessments against Condominium Unit Owners to provide funds to pay for the expenses of the Association, the maintenance, operation and management of each Condominium, in the manner provided in the condominium documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to collect the Common Expenses of each Condominium administered by the Association;

(d) to collect each Condominium's share of Operating Expenses of the Master Owner's Association;

(e) to maintain, repair, replace and operate each Condominium Property in accordance with the condominium documents and the Act;

(f) to reconstruct improvements of each Condominium Property in the event of casualty or other loss;

(g) to enforce by legal means the provisions of the condominium documents;

(h) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of each Condominium Property and to enter into any other agreements consistent with the purposes of the Association;

(i) to acquire, own, mortgage, and convey real and personal property and to take such other reasonable actions in that regard; and

(j) to carry out its duties and obligations under the condominium documents.

3. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of all Condominiums.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the By-Laws and the Act.

ARTICLE IV
MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by members shall be as follows:

1. Until such time as the Condominium in the Surf Club II or other condominium is submitted to condominium ownership by the recordation of a Declaration in the Public Records of Flagler County, Florida, the members of this Association shall be comprised solely of Declarant of that condominium.

2. After the Condominium shall be submitted to the condominium form of ownership by the recordation of a Declaration, the Condominium Unit Owners, which in the first instance shall mean Declarant as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of members.

3. Except as to Declarant, who shall be a member as long as it shall own a Unit, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit in a Condominium administered by this association as evidenced by the recording of an instrument of conveyance in the Public Records of Flagler County, whereupon, the membership in the Association of the prior owner thereof, if any, shall terminate as to that Condominium Unit. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

4. No member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

5. Each Condominium Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the By-Laws.

6. The following provisions shall govern the right of each member to vote and the manner of exercising such right:

(a) If there is more than one (1) Condominium Unit Owner with respect to a Condominium Unit as a result of the fee interest in such Condominium Unit being held by more than one (1) person, such Condominium Unit Owners, collectively, shall be entitled to only one (1) vote determined in the manner set forth by the Declaration;

(b) The members shall elect the Board of Directors in the manner provided in Article IX of these Articles;

(c) The President or the person designated by the President in writing shall serve as the "Voting Member" of the Condominiums at certain meetings of the Master Owner's Association, as set forth in the Declaration of Covenants, Conditions and Restrictions for Matanzas Shores.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The Incorporator of the Valerie Kaan, whose address is 21 Old Kings Road, Suite B101, Palm Coast, Florida 32137.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board of Directors, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board of Directors.

B. The Board of Directors shall elect the President, a Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors; provided, however, such officers may be removed by such Board of Directors, and other persons may be elected by the Board of Directors as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, or Treasurer.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	Valerie Kaan
Vice President	-	William Harkins
Secretary/Treasurer	-	Greg Robinson

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") and the "Initial Elected Board" (as hereinafter defined) shall initially be three (3). After the "Majority Election Meeting" (as that term is hereinafter defined), the Board of Directors shall have the right to increase the number of Directors to seven (7).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

Valerie Kaan	646 Osprey Point Circle, Boca Raton, FL 33431
William Harkins	21 Old Kings Road North, Ste. B101, Palm Coast, FL 32137
Greg Robinson	21 Old Kings Road North, Ste. B101, Palm Coast, FL 32137

Declarant reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Within seventy-five (75) days after Condominium Unit Owners in each condominium other than Declarant ("Purchaser Members") shall own fifteen percent (15%) or more of the Condominium Units ultimately intended to be operated by the Association, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board of Directors, which election shall take place at a special meeting (the "Initial Election Meeting") to be called by the Board of Directors, notice of which shall be given not less than sixty (60) days after the conveyance to Purchaser Members of fifteen percent (15%) of the Condominium Units ultimately intended to be operated by the Association. Declarant shall designate the remaining Directors on the Board of Directors. The

Director to be so elected by the Purchaser Members and the Directors to be designated by Declarant are hereinafter collectively referred to as the "Initial Elected Board". The Initial Elected Board shall succeed the First Board upon their election and designation. Subject to the provisions of Paragraph D herein, the Initial Elected Board shall serve until the next annual members' meeting, at which time one-third (1/3) of the Board shall be elected by the Purchaser Members and the remaining Directors shall be designated by Declarant. Directors shall continue to be so elected and designated at each subsequent annual members' meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors. Declarant reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Declarant pursuant to this Paragraph C.

D. Purchaser Members shall be entitled to elect not less than a majority of the Board of Directors in the event of any of the following, whichever shall first occur (the "Majority Election Event"):

1. Three (3) years after fifty percent (50%) of the Condominium Units ultimately intended to be operated by the Association have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety percent (90%) of the Condominium Units ultimately intended to be operated by the Association have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. After all of the Condominium Units ultimately intended to be operated by the Association have been sold and none of the others are being offered for sale by Declarant in the ordinary course of business; or

4. After some of the Condominium Units ultimately intended to be operated by the Association have been conveyed and none of the others are being constructed by Declarant in the ordinary course of business; or

5. Seven (7) years after the Declaration of Condominium has been recorded with the Public Records of the County; or, seven (7) years in the case of a phase condominium being operated by an association created pursuant to §718.403 after recordation creating the initial phase.

6. When Declarant, as Declarant has the right to do at any time, upon written notice to the Association, relinquishes its right to designate a majority of the Board of Directors.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting (the "Majority Election Meeting") to be called by the Board of Directors, notice of which shall be given within sixty (60) days of the Majority Election Event.

F. The Initial Election Meeting and Majority Election Meeting shall be called by the Board of Directors by written notice given to all members in accordance with the By-Laws; provided, however, that the members shall be given at least thirty (30) but not more than forty (40) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Declarant.

G. Declarant shall cause all of its designated Directors to resign ("Declarant's Resignation Event") when Declarant no longer holds for sale five percent (5%) of the Total Condominium Units ultimately intended to be operated by the Association. If Declarant's Resignation Event shall occur after the Majority Election Meeting, then upon the occurrence of the Declarant's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. Such successor Director shall serve until the next annual members' meeting, at which time the members shall elect his successor. If, upon the occurrence of the Declarant's Resignation Event, the Majority Election Meeting has not occurred, the remaining Purchaser Director shall call the Majority Election Meeting in accordance with the By-Laws and the Act at which all of the Directors shall be elected by the Purchaser Members.

H. At each annual members' meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the members.

I. Upon the resignation of a Director who has been elected or designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board, the Association shall be deemed to have remised, released, acquitted, satisfied and forever discharged such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, relating to his actions as such officer or Director, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board of Directors designated by the Declarant do not have to be members of the Association.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels or if no litigation or proceeding has been instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, claim or settlement to which he may be made a party by reason of his being or having been a Director or officer of the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and liabilities are incurred. If in such litigation, proceeding, claim, or settlement a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI
BY-LAWS

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

ARTICLE XII
AMENDMENTS

A. Prior to recording the Declaration in the Surf Club II Condominium among the Public Records of the County, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the first Declaration in the Surf Club II Neighborhood upon the recording of such Declaration.

B. After recording the Declaration in the Surf Club II Condominium among the Public Records of the County, these Articles may be amended by any of the following methods:

1. The proposed amendment shall be adopted by the affirmative vote of a majority of the votes of all members at an annual members meeting or special meeting of the members. Any number of amendments may be submitted to the members and voted upon by them at one meeting; or

BY-LAWS OF
SURF CLUB II CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

Section 1. Identification of Association

These are the By-Laws of the Surf Club II Condominium Association, Inc., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapters 617 and 718 of the Florida Statutes for the purpose of administering a condominium located in Flagler County, Florida.

1.1 The present office of the Association shall be located at 21 Old Kings Road, Suite B101, Palm Coast, Florida, and thereafter may be located at any place in the County designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, or as otherwise determined by the Board of Directors.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Explanation of Terminology

The terms defined in the Declaration of Condominium of each Condominium administered by the Association are incorporated herein by reference.

Section 3. Membership in the Association, Members' Meetings, Voting and Proxies

3.1 The qualification of members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The members shall meet annually at the office of the Association or such other place in the County on the first Monday of June, commencing with the year 2001; provided, however, that said date may be changed by resolution of the Board of Directors so long as the annual members meeting for any year shall be held not later than thirteen (13) months after the last preceding annual members meeting. The purpose of the annual members meeting shall be to hear reports of the officers, elect members of the Board of Directors (subject to the provisions of Article IX of the Articles) and to transact any other business authorized to be transacted by the members.

3.3 Special meetings of the members shall be held at any place within the County, whenever called by the President, a Vice President or a majority of the Board of Directors. A special

meeting must be called by the President or a Vice President upon receipt of a written request from one-third (1/3) of the members. Special meetings shall be called by the President or a Vice President upon receipt of written notice from the Association of a meeting of the members thereof.

3.4 Written notice of any meeting (whether an annual members meeting or a special meeting of the members) shall be mailed to each member entitled to vote at his last known address as it appears on the books of the Association. Written notice of an annual members meeting shall be mailed to each member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days nor more than forty (40) days prior to the date of the annual members meeting. Written notice of a special meeting of the members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of such special meeting. Proof of mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by the Secretary or acting Secretary of the Association. Notice of the annual members meeting shall be posted at a conspicuous place on each Condominium Property at least fourteen (14) continuous days prior to an annual members meeting. If a meeting of the members, whether a special meeting or an annual members meeting, is one which, by express provision of the Act or Condominium Documents, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then the aforesaid express provision shall govern. Notice of any special meeting shall set forth the purpose of such special meeting. Notice of any meeting may be waived in writing by any member before, during or after a meeting.

3.5 The members may, at the discretion of the Board of Directors, act by written consent in lieu of a special meeting, provided written notice of the matter or matters to be voted upon is given to each member at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the members as to the matter or matters to be voted upon (as evidenced by written consent requested in the notice) shall be binding on the members. The notice shall set forth a time period during which time a response must be made by the members.

3.6 A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership and decisions shall be made by owners of a majority of the Condominium Units represented at a meeting at which a quorum is present. When a quorum is present at any meeting and the jurisdiction of such meeting is challenged, the holders of a majority of the vote present in person or by "Proxy", as hereinafter defined, shall decide the question. However, if the question is one which, by express provisions of the Act or the Condominium Documents, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on such question.

3.7 If a meeting of the members cannot be held because a quorum is not in attendance, the members who are present, either in person or by Proxy, may adjourn the meeting from time to

time until a quorum is present. If a meeting is adjourned because of the lack of a quorum, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board of Directors.

3.8 Minutes of all meetings of the members shall be kept in a businesslike manner and be available for inspection by the members and Directors at all reasonable times and upon reasonable notice. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting.

3.9 Voting rights of members shall be as stated in the Declaration and Articles. Such votes may be cast in person, by Proxy or by "Voting Certificate" (as defined in the Declaration). Proxy is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the members place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must set forth the name of the person voting by Proxy, his Condominium Unit number, the name of the person authorized to vote the Proxy for him, and the date the Proxy was given. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the members any member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for the nomination and election of Inspectors of Election to collect and tally written ballots upon the completion of balloting.

3.11 Cumulative voting shall not be permitted.

Section 4. <u>Board of Directors; Director's Meetings</u>

4.1 The Association shall be administered by a Board of not less than three (3) Directors, subject to the increase as set forth in Article IX of the Articles.

4.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors are hereby incorporated herein by reference.

4.3 Subject to Section 4.5 below and to Declarant's rights as set forth in the Articles and as set forth in Section 4.5(c) below, vacancies in the Board of Directors shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual members meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director shall extend until the next annual members meeting at which his term expires as provided in Article IX of the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the Purchase Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Purchaser Members at a special meeting of the Purchaser Members with or without cause. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.4 hereof, upon the written request of ten percent (10%) of the Purchaser Members. However, before any such Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Purchaser Members shall elect, at a special meeting of the members or at an annual members meeting, persons to fill vacancies on the Board of Directors caused by the removal of a Director elected by Purchaser Members in accordance with Section 4.5(a) above.

(c) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole discretion. Declarant shall have the right to name a successor for any Director removed by it or for any vacancy on the Board of Directors as to a Director designated by it and Declarant shall notify the Board of Directors of the name of the respective successor Director and the commencement date for the term of such successor Director.

4.6 The organizational meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or, in his absence, the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director in person, telephone or telegraph at least three (3) business days prior to the day named for such meeting, or in the event notice is given by mail, five (5) business days prior to the day named for such meeting. Notice of a Board of Directors meeting shall be posted conspicuously on each Condominium Property forty-eight (48) continuous hours in advance of said meeting. Notice of any meeting where "Assessments" (as such term is hereinafter defined) are to be considered shall state that Assessments will be considered and the nature of such Assessments. Directors may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board of Directors shall consist of a majority of the Directors. Matters approved by a majority of the Directors present at a meeting at which a quorum is present

shall constitute the official acts of the Board of Directors, except as specifically otherwise provided in the Declarations, Articles or elsewhere herein. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

4.10 The presiding officer at Board meetings shall be the President.

4.11 Directors shall not receive any compensation for their services as Directors.

4.12 Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and be available for inspection by members and Directors at all reasonable times and upon reasonable notice. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

4.13 The Board of Directors shall have the power to appoint an executive committee of the Board of Directors consisting of not less than a majority of the Directors, which shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors. All acts of the executive committee shall be affirmed at the next meeting of the Board of Directors.

4.14 Meetings of the Board of Directors shall be open to all members as shall be determined by the Board of Directors in respect to each meeting in its sole discretion except as otherwise expressly provided herein. Unless a member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting of the Board of Directors, such member shall not participate in the meeting, but shall only be entitled to act as an observer. If a member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than an observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Any Director shall have the right to exclude from any meeting of the Board of Directors any person who is not able to provide sufficient proof that he is a member, unless said person was specifically invited by the Directors to participate in such meeting.

Section 5. <u>Powers and Duties of the Board of Directors</u>

The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the condominiums. All powers and duties of the Association, including those existing under the Act and the Condominium Documents, shall be exercised by the Board of Directors, unless otherwise specifically delegated therein to the members. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Act and the Condominium Documents and shall include, but not be limited to, the following:

5.1 Making and collecting against members to pay the Common Expenses of the Condominiums and Association. These Assessments shall be collected by the Association through payments made directly to it by the members as set forth in the Declaration.

5.2 Collecting the members' portion of Operating Expenses of the Master Owner's Association.

5.3 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board of Directors.

5.4 Maintaining, repairing and operating the Common Elements of each Condominium and other property owned by the Association.

5.5 Reconstructing improvements after casualties and losses and making further authorized improvements of each Condominium Property.

5.6 Making and amending rules and regulations with respect to the operation and use of the Condominium Property of each Condominium and any property owned by the Association.

5.7 Approving or disapproving subject to payment of any deposit and fee which may be imposed pursuant to 718.112(2)(i) of the Act with respect to any proposed sales or leases or lease renewals in accordance with the provisions set forth in the Declarations.

5.8 Enforcing by legal means the provisions of the Condominium Documents including the Declaration, the Articles, these By-Laws, and any rules and regulations adopted by the Association and the applicable provisions of the Act.

5.9 To contract for the management and maintenance of the Condominium Property of each Condominium or other property owned by the Association and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of any rules and regulations and maintenance, repair and replacement of Common Elements and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

5.10 Paying taxes and assessments which are or may become liens against the Common Elements and Condominium Units owned by the Association, if any, and assessing the same against Condominium Units which are or may become subject to such liens.

5.11 Purchasing and carrying insurance for the protection of Condominium Unit Owners and the Association against casualty and liability for the Condominium Property of each Condominium and other property owned by the Association.

5.12 Paying costs of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of Condominium Units.

5.13 Hiring and retaining such employees as it shall deem appropriate in its discretion to administer and carry out the services required for the proper administration of the affairs of the Association, including the hiring of resident managers and paying all salaries therefor.

5.14 Performing all of the covenants, conditions and obligations set forth in the Master Documents and Surf Club II & III Pool & Spa Association or required thereby.

5.15 To acquire, own, mortgage and convey real and personal property and take such other reasonable actions in that regard.

5.16 Electing, designating, and removing officers in accordance with the terms and provisions of the Condominium Documents.

5.17 Maintaining bank accounts on behalf of the Association and designating signatories required therefore.

Section 6. <u>Officers of the Association</u>

6.1 The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a condominium association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall also be the Voting Member of the Association or appoint by written proxy a person to be the Voting Member of the Association at meetings of the Owners' Association.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one (1) Vice President elected by the Board

of Directors, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order and shall perform such other duties as shall be prescribed by the President and the Board of Directors.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times and upon reasonable notice. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of a condominium association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary and perform such other duties as shall be prescribed by the President or the Board of Directors.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer and perform such other duties as shall be prescribed by the President or the Board of Directors.

6.6 The compensation, if any, of employees of the Association shall be fixed by the Board of Directors. Officers shall not be compensated for their services as officers. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor contracting with a Director for the management of the Condominium Property of any of the Condominiums or any other property owned by the Association.

Section 7. <u>Accounting Records; Fiscal Management</u>

7.1 The Association shall maintain accounting records in accordance with generally accepted accounting practices and on an accrual basis. The accounting records shall be open to inspection by members or their authorized representatives who shall be accountants at reasonable times and upon reasonable notice. Such authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such request. Written financial reports or statements of the Association shall be supplied at least annually, as set forth more fully in Section 7.2(f) below, to the members. The accounting records shall include (a) a record of all receipts and expenditures, including, as applicable, and not limited to, costs for security, professional management, taxes, refuse collection and utility services, lawn care, building maintenance and repair, insurance, administrative and salary expenses, and general, maintenance, and depreciation reserves; (b) an account for each Condominium Unit which shall designate the name and address of the Condominium Unit Owner,

the amount of each Assessment charged to the Condominium Unit, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due for each Condominium Unit; (c) an account indicating the Common Expenses allocated under the Condominium budget and the Common Expenses actually incurred during the course of the fiscal year; and (d) a separate account for Operating Expenses charged by the Master Owner's Association against the Association and Surf Club II & III Pool & Spa Association as a whole and against each Condominium Unit.

7.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Association and each Condominium (the "Budget") for each fiscal year at a regular or special meeting of the Board of Directors ("Budget Meeting") called for that purpose not later than November 15 of the prior year. In the event a Budget is not adopted by such date, it shall not abrogate or affect Condominium Unit Owners' obligations to pay Common Expenses. Prior to the Budget Meeting, a proposed Budget shall include, where applicable, but not be limited to, the following items of expense:

1. Expenses for the Association and Condominium

(i) Administration of the Association
(ii) Management Fees
(iii) Maintenance
(iv) Taxes upon Association Property
(v) Insurance
(vi) Other Expenses
(vii) Security Provisions
(viii) Operating Capital
(ix) Reserves
(x) Fees Payable to the Division of Florida Land Sales, Condominiums and Mobile Homes
(xi) Association's Share of Taxes, Insurance and other Operating Expenses
(xii) Deficiencies from Prior Year.

2. Expenses for a Unit Owner

(i) Rent for the unit, if subject to a lease.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the members. Failure to timely adopt a Budget shall not affect or abrogate the obligation to pay Common Expenses.

(b) The Board of Directors shall state in the Budget the Operating Expenses charged against the members of the Association by the Master Owner's Association and Surf Club II & III Pool & Spa Association, notwithstanding that such Operating Expenses are not Common Expenses and are not part of the Budget.

(c) The Board of Directors may also include in the proposed Budget an amount as a Common Expense Assessment for the making of betterments to the Condominium Property of each Condominium and other property owned by the Association for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the Condominium Property of each Condominium and other property owned by the Association either annually or from time to time as the Board of Directors shall determine the same to be necessary. Such amount may be levied upon the members by the Board of Directors as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof. In addition, the Board of Directors shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property of each Condominium and other property owned by the Association. The reserve accounts shall include, but not be limited to, roof repair and replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This amount shall also be considered an Excluded Expense under Section 7.3(a) hereof. The members may by a majority vote at a duly called meeting of the association determine for a particular fiscal year to budget no reserves or reserves in a lesser amount than required herein.

(d) In administering the finances of the Association, the following procedures shall govern: (i) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (ii) Assessments shall be made monthly, unless otherwise determined by the Board of Directors, in amounts no less than are required to provide funds in advance for payment of all of the anticipated expenses and for all unpaid expenses previously incurred; and (iii) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Assessments shall be sufficient to provide adequate and available funds to meet all budgeted expenses and anticipated cash needs in any calendar year.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be by checks signed only by such persons as are authorized by the Board of Directors; provided, however, that at least two (2) authorized signatures shall be on any check.

(f) A financial report for each year, including a statement of revenues and expenses of the Association shall be prepared by a Certified Public Accountant designated by the Board of Directors. Either a copy of such report or a complete set of financial statements shall be furnished to each member no later than the first day of April of the year following the year for which the report is made. The report or statements shall be deemed to be furnished to the member upon its delivery in person or mailing by prepaid, first-class mail to the member at his last known address shown on the books and records of the Association.

7.3 Until the provisions of Section 718.112 (2)(e) of the Act relative to the members' approval of a Budget requiring Common Expense Assessments against the members in excess of one hundred fifteen percent (115%) of such Common Expense Assessments for the members in the preceding year are declared invalid by the Courts, or until amended by the Florida Legislature (however, if such amendment merely substitutes another amount for one hundred fifteen percent [115%], then such new amount shall be substituted for one hundred fifteen percent [115%] each time it is used in this Section 7.3), the following shall be applicable:

(a) Should the Budget adopted by the Board of Directors at the Budget Meeting require Common Expense Assessments against the members in any one Condominium or the Association as a whole of an amount not greater than one hundred fifteen percent (115%) of such Common Expense Assessments for the prior year, the Budget shall be deemed approved. If, however, the Common Expense Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such Common Expense Assessments against the members in any one Condominium or the Association as a whole for the preceding year (an "Excess Assessment"), then the provisions of Sections 7.3(b), (c) and (d) hereof shall be applicable; provided that in computing whether a Common Expense Assessment constitutes an Excess Assessment, there shall be excluded from such computation certain expenses (the "Excluded Expenses"), including the following:

(1) Reserves for repair or replacement of the Condominium Property of each Condominium and other property owned by the Association;

(2) Anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Common Expense Assessments for betterments to the Condominium Property of each Condominium and other property owned by the Association.

(b) Prior to the Majority Election Meeting: Should an Excess Assessment be adopted by the Board of Directors while Declarant is in control of the Board of Directors, then a special meeting of the members in the affected Condominium, or the Association, as the case may be, shall be called by the Board of Directors which shall be held not less than ten (10) days subsequent to the sending of written notice to each member, but within twenty (20) days after the Budget Meeting. At said special meeting, the Excess Assessment shall be presented to the members in the affected Condominium, or the Association, as the case may be. If at said special meeting a majority of the members in the affected Condominium, or the Association, as the case may be, shall approve the Excess Assessment, then the Budget adopted by the Board of Directors shall be the final Budget. If, at said special meeting of the members a majority of the members in the affected Condominium, or the Association, as the case may be, shall not approve the Excess Assessment, then the Board of Directors shall reconvene at a special meeting for the purpose of reducing the items of anticipated expense in the Budget in an amount necessary so that the Budget adopted by the Board of Directors will not result in an Excess Assessment against the members.

(c) After the Majority Election Meeting: Should an Excess Assessment be adopted by the Board of Directors after the Board of Directors is no longer controlled by Declarant, then upon written application requesting a special meeting signed by ten percent (10%) or more of the members in the affected Condominium, or the Association, as the case may be, and delivered to the Board of Directors within twenty (20) days after the Budget Meeting, the Board of Directors shall call a special meeting to be held not less than ten (10) days subsequent to the sending of written notice to each member, but within thirty (30) days of the delivery of such application and shall enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the members in the affected Condominium, or the Association, as the case may be. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, or if no quorum is attained at such special meeting, then the Budget originally adopted by the Board of Directors shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board of Directors shall be the final Budget.

(d) The term "Majority Election Meeting" shall have the same meaning as set forth in the Articles.

(e) The Board of Directors shall not have the authority or power to reduce the Association's share of Operating Expenses assessed by the Master Owner's Association pursuant to the Master Documents or the Condominium Documents. This statement is for explanation purposes only and a deletion or amendment hereof shall not grant or convey such authority or power.

(f) The Board of Directors shall not anticipate revenues from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items and the Board of Directors shall not engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than revenues from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment to be levied by the Board of Directors as provided in the Declaration.

7.4 (a) The Budget constitutes an estimate of the expenses of the Association and for the Condominiums. Subsequent to the "Interim Assessment Period" (as described in the Declaration), this estimate of the expenses of the Association and the Condominiums shall be multiplied by the share in Common Expenses assigned to each Condominium Unit and the resultant product shall constitute the Annual Assessment for such Condominium Unit.

(b) A Condominium Unit Owner shall also be liable for any Special Assessment levied against his Condominium Unit by the Board of Directors as provided in the Declaration or assessments for Operating Expenses or Special Assessments by the Owners' Association as provided in the Master Documents.

7.5 The Association shall collect Annual Assessments and Special Assessments, and assessments for Operating Expenses of the Owners' Association from the Condominium Unit Owners in the manner set forth in the Declarations and the other Condominium Documents.

7.6 If a Condominium Unit Owner shall be in default in the payment of an installment of the Annual Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Annual Assessment.

Section 8. Rules

The Board of Directors may adopt rules or amend or rescind existing rules for the operation and use of the Condominium Property and each Condominium Unit. Copies of rules promulgated, amended or rescinded shall be mailed to all Condominium Unit Owners at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Enforcement Procedures

(a) Enforcement Committee. The Association shall have the right to assess reasonable fines against an Owner in the manner provided herein. Each Board of Directors (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) members, one (1) of whom shall be a Director, and one (1) of whom shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(b) Conduct of Enforcement Hearing. The alleged non-complying member shall be given reasonable opportunity to be heard.

(c) Powers of the Enforcement Committee. The Enforcement Committee shall have the power to:

(i) Adopt rules for the conduct of its hearings to be approved by the Board of Directors;

(ii) Effectuate the provisions set forth in this provision;

(iii) Issue orders consistent with this provision; and

(iv) Order non-complying members to pay a fine not to exceed Fifty ($50.00) Dollars, or such greater amount as may be permitted by the Act.

(d) Notice to Alleged Non-Complying members. Alleged non-complying members shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged non-

complying member shall be given notice of hearing before the Enforcement Committee unless said alleged non-complying member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 10. Internal Dispute Resolution

As provided in Section 718.112(2)(l) of the Act, internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents, and assigns shall be subject to mandatory non-binding arbitration of disputes upon the consent of the parties to such dispute.

The Association shall have no responsibility to settle disputes between members or intervene on behalf of any member regarding a dispute with another member.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association; provided, however, if such Rules are in conflict with the Articles, these By-Laws, the Declarations, or the Act, then the Articles, By-Laws, Declarations, or the Act, as the case may be, shall govern in the
following order of priority: Act, Declarations, Articles, By-Laws.

Section 12. Amendment of the By-Laws

12.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the members present at an annual members meeting or a special meeting of the members. A copy of the proposed amendment shall be sent to each member along with the notice of the special meeting of the members or annual members meeting.

12.2 Amendments to these By-Laws shall be made in accordance with the requirements of the Act and amendments thereto in effect at the time of amendment.

12.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any "Eligible Mortgagee", as defined in the Declaration, the validity of the mortgage held by any such Eligible Mortgagee or any of the rights of Declarant.

12.4 No amendment to these By-Laws shall be valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration is recorded.

The foregoing By-Laws of Surf Club II Condominium Association, Inc. are hereby adopted by all of the Directors of Surf Club II Condominium Association, Inc. as and constituting the Board of Directors of said Association this 19th day of May, ~~2000~~. 2002.

Judy Kincaid, Director

William Harkins, Director

Greg Robinson, Director

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Prepared by & Return to:
DONALD J. SEPS, ESQ.
Chiumento & Associates, P.A.
4 Old Kings Road North, Suite B
Palm Coast, FL 32137

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SURF CLUB II & III POOL & SPA ASSOCIATION

This Declaration of Covenants Conditions and Restrictions for Surf Club II & III Pool and Spa is made this 13th day of December, 2002, by and between Palm Coast Blue Water International Corporation and Blue Water International II Corporation, the fee simple owners of the land described in Exhibits "A" and "C" attached hereto and (referred to collectively as "Declarants").

WITNESSETH

The Declarants are fee simple owners of the land described on Exhibit A attached hereto and incorporated herein by reference or executes this declaration. Declarants intend by this Declaration to impose upon the Exhibit A property a plan for residential pool and spa facilities for the benefit of all owners of Surf Club II and Surf III Condominium units as described on the descriptions contained in Exhibit A for the administration, maintenance, preservation, use, enjoyment of such properties.

Therefore, Declarants hereby declare that all of the properties described in Exhibit A be subjected to the Declaration and shall be held, sold, and conveyed subject to the following easements, reservations, covenants and conditions, which shall run with the land and real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors in title and assigns, shall inure to the benefit of each owner thereof.

Article I
Definitions

"Residential facility" shall mean the area, pool, pool decks, spa, rest rooms, utility rooms, and other facilities contained in the Surf Club II & III Pool & Spa facility located within the real property described on Exhibit "B" and incorporated by reference herein.

"Association" shall mean Surf Club II & III Pool & Spa Association, Inc. a non-profit Florida corporation, its successors and assigns. This Association is not a condominium association.

"Board of Directors" or "Board" shall mean the elected body of the Association having its authority under the Articles of Incorporation, Bylaws and Florida law as described in Exhibit "D" and Exhibit "E" attached hereto..

"Unit Owners" shall mean all unit owners in the condominiums of Surf Club II and Surf Club III constructed on the real property described on Exhibit A.

"Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of its members.

"Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and its property including any reasonable reserves all as may be imposed hereunder and found to be necessary and appropriate by the Board pursuant to the Declaration, Bylaws, and Articles of Incorporation.

"Condominium Unit" or "Unit" shall mean a condominium unit, apartment, or dwelling as defined in the condominium act as it pertains to Surf Club II and Surf Club III Condominiums.

"Member" shall mean and refer to the person entitled to membership in the Association as provided herein.

"Owner" shall mean and refer to the record owner whether one or more persons of any unit in Surf Club II and Surf Club III Condominium.

Article II
Property Rights

Section 1. General. Every member and owner shall have a right and easement of enjoyment in and to these portions of the common areas for which that owner pays assessments to maintain according to the restrictions, limitations and provisions contained in this Declaration and any deed conveying such property to the Association. Such right and easement may be delegated to members of one family, tenants and invitees subject to such regulations or provisions as may be adopted by the Board. This right and easement of enjoyment shall be appurtenant to and shall pass with the title to every unit, subject to the following reservations, rights and provisions.

(a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as my be made a part of the Properties against said Owner's property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, or (2) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of Declarants, any Owner, any other persons, or the holder of any mortgage or deed of trust, irrespective of when executed, given by Declarants or any Owner encumbering any Lot, Residential Unit, or other property located within said properties.

(c) the easement right of Declarants and its successors and assigns to enter and travel upon, over, and across the Common Area for the purpose of construction, completion and repair of the improvement within the Properties and for all reasonable purposes to further assist and enhance the marketing of properties, Parcels, Residential Units and Commercial Units located or to be located on the Properties;

(d) the right of the Association to charge reasonable admission fees and other fees, including tenant registration fees, for use of any recreational facilities as may be located on the Common Area. Every Owner shall have the right of ingress and egress over, upon, and across the Common Area necessary for access to the Owner's Unit and shall have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. Use of Common Area. Other than for the right of ingress and egress, the Owners, are hereby prohibited and restricted from using any of the Common Area, except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplementary Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation no Owner shall park any vehicle on a Common Area (except locations designated by the Board), no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be done upon the Common Area, except as are installed by Declarants in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 3. Acknowledgment of Rights of Use. Each owner, and Member of the Association, by acceptance of a conveyance to its unit, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through and over the Common Area.

Section 4. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarants or Declarants' successors or assigns.

Section 5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, or licenses existing in Declarants, its successors and assigns, or invitees or guests of Declarants. Furthermore, no rule or regulations and amendments thereto shall be furnished by the Association to all Owners. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulations, rule, or requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines may be collected by lien and foreclosure, as provided in Article IX, Section 6 hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Unit) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 6. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarants to maintain and carry on upon such portion of the Properties as the Declarants may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarants may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model homes, and sales offices, so long as construction on or original offering for sale or all or any portion of the Properties including Residential Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarants as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area.

Section 7. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any persona acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors form acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 8. Easements for Utilities, Etc. The Declarants hereby reserve the power during the Declarant Control Period to grant blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, controlled access, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, cable television, and electricity. The Board shall, upon written request of the Declarants grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A". Declarants reserves for Declarants the easements and rights-of-way as shown on any plan of any of the Properties for the purpose of constructing, maintaining, and repairing a system or systems of controlled access, signage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television, or any other utility Declarants determine to install in, across, and/or under the Properties; provided, however, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. The Declarants or any utility company using the easements referred to in this Declaration shall not be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, improvements, or any other property of the Owner situated on the property covered by said easements.

Section 9. Assignment of Declarants Rights. Declarants may assign its rights as Declarants to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property for the purpose of development and sale.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is an Owner of a Unit that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance or an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. No Owner, whether one or more Persons shall have more than one membership per Unit owned. Use rights for multiple Owners shall be as authorized and regulated by the Board. In the event the Owner of a Unit is mor than one Person, voting and rights of membership shall be exercised by the Persons holding such membership interest as those Persons shall agree among themselves, except that the rights and privileges of membership appurtenant to a Unit owned by a Person consisting of a husband and wife holding title as tenants by the entirety may be exercised by either spouse. In any case where multiple Persons hold the membership for a particular Unit, the Persons hold such membership shall designate, in a written instrument to the Secretary of the Board the individual authorized to exercise the rights and vote of the membership held by the several Persons making such designation. Failure to make such a designation or any attempt on the part of more than one individual to exercise the vote or other membership rights

appurtenant to a Unit shall result in the suspension of such membership rights and voting right for such Unit until an appropriate designation is made. The membership rights of a Unit owned by a corporation, partnership or other Person except for an individual or group of individuals shall be exercised by the individual designated by the Owner in a written instrument to the Secretary of the Board. Failure to make such a designation, or any attempt to exercise the rights of membership or vote of a particular Unit so owned, by more than one individual purporting to act on behalf of the Owner shall result in the suspension of the membership rights including the voting right of such unit.

Section 3. Voting. The Association membership is as follows:

Members shall be entitled to one equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof. There shall be only one vote per Unit. Unless otherwise specified in this Declaration, the Articles or the Bylaws, the vote for each Unit shall be exercised by the Member.

Article IV
Association Powers and Responsibilities

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the terms and conditions of the Development Order as that document is made applicable to the Association by this Declaration. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to mange its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity which whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of the Declaration. The Declarants and Association may, but shall not be required to, arrange, as an Association expense, with others to furnish trash collection, controlled assess, cable television, and other common services to each Parcel, Residential Unit, or Commercial Unit within. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 4. Power to Assess. The Association shall have the right and power, as mor particularly set forth in this Declaration, to fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to int expressly by this Declaration, the Bylaws, or its Articles of Incorporation and every other right or privilege given to it herein or otherwise available to a corporation not for profit under Florida law.

Article V
Maintenance

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of:

1. Landscaping on common areas.

2. All potable water lines and associated property owned by or dedicated to the Association, whether located on Common Area or not.

3. All wastewater treatment plants, percolation ponds, collector lines, lift stations and associated property for the collection and treatment of wastewater on the property owned by or dedicated to the Association, whether located on Common Area or not.

4. All recreational facilities of whatever nature, including without limitation, beach clubs, recreation center, beach walkovers, pools, spas, bicycle paths, foot paths all as may be from time to time constructed by Declarants on any Common Area.

5. All storm water and surface water management lakes (including the littoral zones and slopes) wiers, culverts and associated structures.

6. All other utility lines owned by the Association, whether located on Common Areas or not.

In the event the Board of Directors of the Association determines that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, Owner's family, occupants, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the the notice shall set forth with reasonable particularity the maintenance, repair, owners cost or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to complete the required maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. In the event of an emergency situation, the Association need not send the notice to Owners referred to herein. If any Owner does not comply with the provisions hereof, or if there is an emergency situation, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Unit of such Owner.

Article VI
Insurance and Casualty or Liability Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas or Association owned property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazzard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. The public liability policy shall have at least $100,000.00 combined single limit coverage, so long as such coverage is reasonably available. If such coverage ceases to be reasonably available, the Association shall carry the next closest equivalent to such coverage that is available. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the Common Expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the replacement cost.

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

(a) All policies shall be written with a company licenses to do business in Florida and holding a rating of A or better in the Financial Category as established by A.M. Best Company, Inc. if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area or other Association property shall be for the benefit of the Owners and their mortgagees, as their interest may appear.

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

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

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

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

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

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

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

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

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

(vi) no material change or cancellation of coverage without thirty day's prior written notice.

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

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2 (a) hereof.

Section 3. Damage and Destruction.

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

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

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

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Article IX
Assessments

Section 1. Creation of Classes of Assessments. The following assessments are hereby created for the common expenses of the Associations as may be from time to time specifically authorized by the Board of Directors:

(a) General Assessments. General Assessments shall be levied against all Units subject to this Declaration and shall be used to pay expenses determined by the Board for the benefit of the Association, its members, and the Properties as whole, including, by not limited to operation, maintenance and insurance of all facilities used to provide wastewater treatment service to the Property as a whole and expenses otherwise incurred by the Association with its rights, powers and privileges. The General Assessment rate levied against and payable by a particular Unit shall be determined by dividing the total General Assessment expenses for the Association by the total number of Units.

Section 2. Commencement of Assessments. Each Unit shall begin paying its Assessments commencing with the first day of the calendar month following the day a certificate of occupancy is issued by the local building official for the Association Facility.

Section 3. Assessment Records, Inspection. The Board of Directors of the Association shall prepare a roster of the Assessments applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or member's mortgagee with a written statement of the unpaid charges due from such Member.

Section 4. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit, by acceptance of a deed or contract for deed, whether or not it shall be so expressed such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) annual assessments or charges applicable to a given Unit;

(b) special assessments, such assessments to be established and collected as hereinafter provided; and

(c) specific assessments against any Unit which is established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article IV, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, all as provided herein. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment or delinquents. The assessments shall be paid monthly, in advance, unless otherwise provided by a two-thirds (2/3rds) majority of the Board of Directors.

In the event that the required vote disapproves the proposed budget or the Board fails, for any reason, to determine the budget or a portion thereof for the succeeding year, then and until such time as a budget or portion of a budget shall have been determined, as provided herein, the budget and assessments in effect for the current year shall continue for the succeeding year.

Despite anything also contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without a vote of or consideration by the Members, so long as the proposed assessment does not

exceed the previous year's budget by more than fifteen percent (15%).

All votes eligible to be cast pursuant to this Section shall be cast by the Member.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a Special Assessment in any year. The Board, by majority vote, may impose any special assessment or assessments up to a total of $10,000 per year without a vote by the Members or Officers otherwise entitled to vote to disapprove the annual assessment budget for the Property or Parcel as the case may be. Any special assessment beyond the $10,000 per year limit shall require approval by Voting Members representing 66% of the Class A votes of Members subject to such assessment and the Class B member, if any.

Section 6. Lien for Assessments. To secure the payment of the Assessments established hereby and to be levied on the Units, there shall be and is hereby reserved a Lien for the benefit of the Association. This Lien shall be enforceable through appropriate proceedings at law by such beneficiary. Each such Lien shall, however, be secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Unit to secure the payment of monies advanced or to be advanced on account of the purchase price (Purchase Money Mortgage) and/or the construction (construction mortgage) of improvements on any such Unit to the extent any such assessments charge has accrued and been unpaid but not recorded in the Public Records of Flagler County, Florida prior to foreclosures of any Liens arising from Purchase Money or Construction Mortgages. As a condition precedent to any proceeding to enforce such Lien upon any Unit upon which there is an outstanding valid and subsisting recorded first mortgage of which the Association has been informed of by written notice given by the holder thereof, together with a copy of the recorded mortgage instrument, the Association shall give the holder of such recorded first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Unit covered by such first mortgage lien to the holder thereof. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee. Suit to recover a money judgment for unpaid Assessments for Common Expenses, costs and attorney's fees shall be maintainable in a suit at law against the Owner of the Unit responsible for that Assessment without foreclosing or waiving the lien securing the same.

Section 7. Effect of Nonpayment of Assessments: Additional Maintenance Fee. Any Assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur an additional maintenance fee in an amount as the Board may determine from time to time, but not to exceed Ten ($10.00) Dollars or ten percent (10%) of the initial assessment amount owed, whichever is greater.

Article XII
Use Restrictions

The Properties shall be used only for recreational, and related purposes.

Section 1. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted, or maintained on any portion of the Property without the express prior written consent of the Board of Directors. This provision shall not apply to any sign or advertising devise maintained or erected by Declarants part of the Declarants sales of Units on the Property.

Section 2. Storage and Disposal of Garbage and Refuse. Subject to Declarants' reserved rights, no property shall be used or maintained as a dumping groung for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Unit shall be used for the open storage or any materials, whatsoever, which storage is visible for the street.

Section 3. Occupants Bound. All provisions of this Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of his or her Unit to comply with the Declaration, Articles, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Unit are fully liable and may be sanctioned by any violation of the Declaration, Articles, Bylaws and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry or any kind shall be kept on any portion of the Properties.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity or the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause harassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious,

dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Article XV
General Provisions

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a term of forty (40) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within sixty (6) days before commencement of any such ten (10) years period, these covenants are extinguished by a written instrument executed by the Members holding at least seventy-five percent (75%) of the total votes attributable to all Units in the Property and, if existing, the approval of the Declarants and such instrument is recorded. Notwithstanding anything herein to the contrary, the Association shall not be dissolved nor these Covenants extinguished until such time as adequate steps have been taken by the Association to ensure the continued operation and maintenance of the Common Areas in full compliance with all applicable laws, rules and regulations.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarants may unilaterally amend this Declaration. After such conveyance, the Declarants may amend this Declaration so long as it still owns property described in Exhibit "A" for development as part of the Properties, and so long as the amendment has no material adverse effect upon any right of any Owner. No amendment required by any state agency will be deemed material. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the votes held by Members other than the Declarants. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Flagler County, Florida. If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege or Declarants without the written consent of Declarants or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien or any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Indemnification. The Association shall indemnify every office and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way ful, void, or voidable for violation of the rule against perpetuities.

Section 5. Reservation From Unit Conveyance. It is expressly agreed and understood that the title conveyed by Declarants to any Unit or within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarants or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 6. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any subdivision plat or are incorporated herein and made a part hereof as if fully set forth herein and shall be constructed as being adopted in each and every contract, deed, or conveyance executed or to be executed or to be executed by or on behalf of Declarants and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

Witnesses:

DECLARANTS:

PALM COAST BLUE WATER INTERNATIONAL CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

Barbara Heard

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2002, by WILLIAM HARKINS, Palm Coast Blue Water International Corporation, on behalf of the Company. WILLIAM is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

BLUE WATER INTERNATIONAL II CORPORATION, a Florida Corporation

By:

Its: MANAGING MEMBER

Barbara Heard

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2002, by WILLIAM HARKINS, Blue Water International II Corporation, on behalf of the Company. WILLIAM is known to me and did not take an oath.

JUDITH KINCAID MY COMMISSION EXPIRES June 26, 2004 #CC 949198 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My Commission Expires:

F:\Michele\Condominium\Surf Club\Declarations\Declarants pool & spa.wpd

PLAT OF BOUNDARY SURVEY OF :

PARCEL #2 (PARCEL 6-A AND PART OF PARCEL 6-B MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 41° 23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 60.85 FEET, THENCE NORTH 69°38'32" EAST A DISTANCE OF 55.09 FEET, THENCE SOUTH 20°21'28" EAST A DISTANCE OF 437.78 FEET TO A POINT ON A CURVE, THENCE SOUTHERLY 604.66 FEET ALONG A CURVE TO THE RIGHT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 12°18'29", A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 14° 12'13" EAST AND A CHORD DISTANCE OF 603.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID STATE ROAD A-1-A RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 335.72 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY), THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, RECORDED IN OFFICIAL RECORDS BOOK 388, PAGES 110 THROUGH 112, SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY OF STATE ROAD A-1-A, THENCE DEPARTING SAID POINT AND WESTERLY RIGHT-OF-WAY NORTH 48°36'13" EAST 180.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID RIGHT-OF-WAY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 608.11 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 50°22'12" EAST A DISTANCE OF 329.63 FEET, THENCE NORTH 17°25'35" EAST A DISTANCE OF 1.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 35°57'32" EAST 91.00 FEET, THENCE SOUTH 58°44'28" EAST A DISTANCE OF 42.43 FEET, THENCE NORTH 69°45'59" EAST A DISTANCE OF 40.40 FEET, THENCE NORTH 20°21'28" WEST A DISTANCE OF 167.58 FEET, THENCE SOUTH 69°38'32" WEST A DISTANCE OF 55.09 FEET, THENCE SOUTH 17°25'35" WEST 58.96 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

Exhibit "A"

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

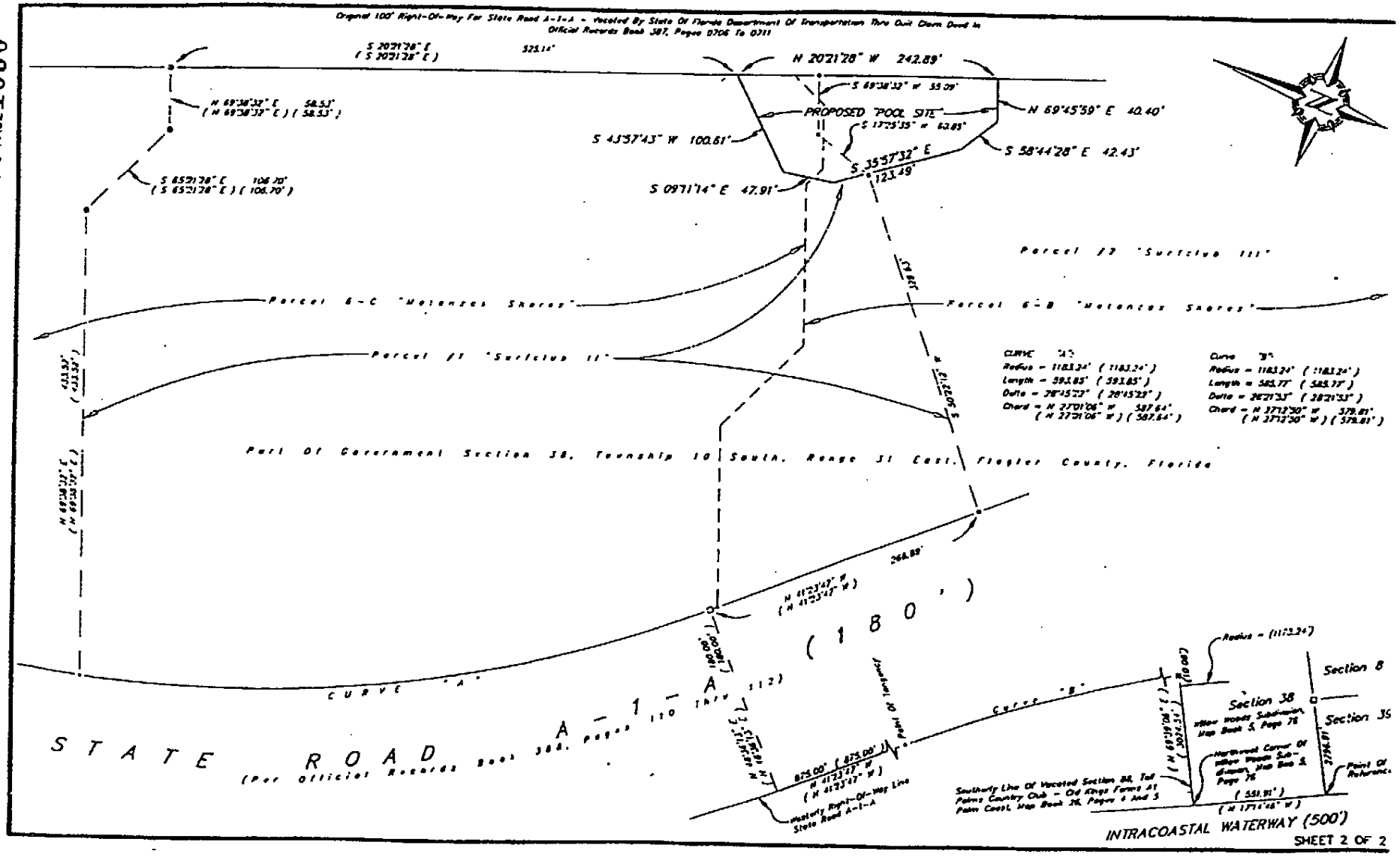
A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65° 21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING.

The property described hereon is in zone "B" per the Flood Insurance Rate Map, Community Panel Number 120085 0035 C, dated 15 July, 1992.

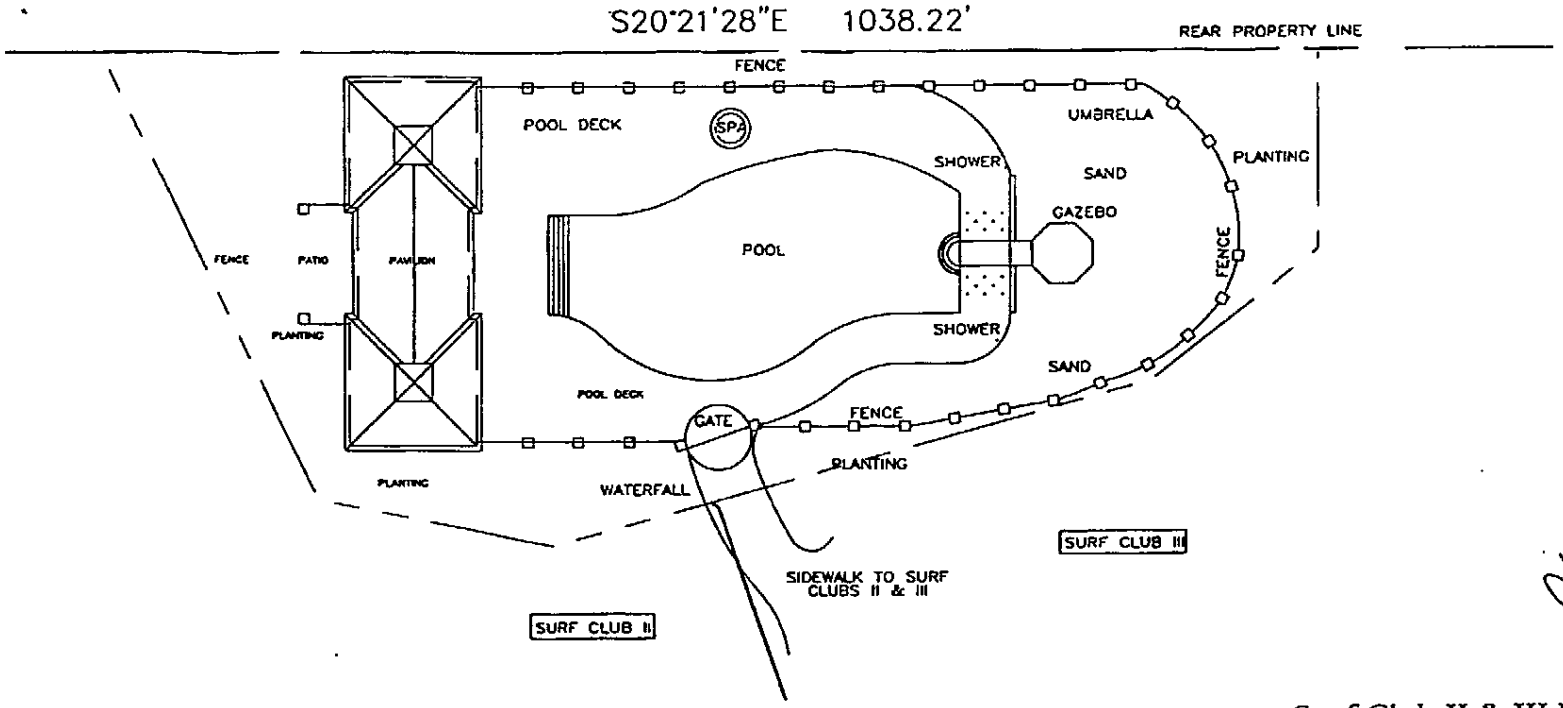
POOL SITE (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 123.49 FEET, THENCE SOUTH 58°44'28" EAST 42.43 FEET, THENCE NORTH 69°45'59" EAST 40.40 FEET, THENCE NORTH 20°21'28" WEST 242.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"


Original 100' Right-Of-Way For State Road A-1-A - Vacated By State Of Florida Department Of Transportation Thru Quit Claim Deed In Official Records Book 387, Pages 0706 To 0711
S 20°21'28" E
(S 20°21'28" E)
525.14'
N 20°21'28" W 242.89'
S 69°38'32" W 55.09'
PROPOSED POOL SITE
N 69°45'59" E 40.40'
S 58°44'28" E 42.43'
S 43°57'43" W 100.61'
S 35°57'32" E
123.49'
S 09°11'14" E 47.91'
N 69°38'32" E 58.53'
(N 69°38'32" E) (58.53')
S 65°21'28" E 106.70'
(S 65°21'28" E) (106.70')
Parcel 72 "Surfside III"
Parcel 6-C "Melancon Shores"
Parcel 6-B "Melancon Shores"
Parcel 71 "Surfside II"
CURVE "A"
Radius = 1183.24' (1183.24')
Length = 593.85' (593.85')
Delta = 28°45'22" (28°45'22")
Chord = N 27°01'06" W 587.64'
(N 27°01'06" W) (587.64')
Curve "B"
Radius = 1183.24' (1183.24')
Length = 585.77' (585.77')
Delta = 28°21'53" (28°21'53")
Chord = N 37°12'50" W 579.81'
(N 37°12'50" W) (579.81')
Part Of Government Section 38, Township 10 South, Range 31 East, Flagler County, Florida
(180')
CURVE "A"
STATE ROAD A-1-A
(Per Official Records Book 387, Pages 110 Thru 112)
875.00' (875.00')
N 41°23'47" W
(N 41°23'47" W)
Westerly Right-Of-Way Line State Road A-1-A
Curve "B"
Radius = (1183.24')
Section 8
Section 38
Section 35
Point Of Reference
Southerly Line Of Vacated Section 88, Tal Palms Country Club - Old Kings Farms At Palm Coast, Map Book 36, Pages 4 And 5
(581.91')
(N 17°14'48" W)
INTRACOASTAL WATERWAY (500')

SHEET 2 OF 2



THE HASKELL COMPANY
AMERICA'S DESIGN-BUILD LEADER

Surf Club II & III Pool & Spa Association, Inc.

FLOOR PLAN- POOL

11/25/02

OFF REC 0959 PAGE 1651

OFF REC 0983 PAGE 0431

OFF REC 0959 PAGE 1653

OFF REC 0983 PAGE 0432

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SURF CLUB II & III POOL & SPA ASSOCIATION, INC., a Florida corporation, filed on December 10, 2002, as shown by the records of this office.

The document number of this corporation is N02000009532.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of December, 2002

Jim Smith
Secretary of State

CR2EO22 (7-02)

OFF REC 0959 PAGE 1654

OFF REC 0983 PAGE 0433

FILED
02 DEC 10 PM 1:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
SURF CLUB II & III POOL & SPA ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapters 617 of the Florida Statutes, the undersigned hereby associate into a corporation for the purpose and with the powers hereinafter set forth, and to that end, do, by these Articles of Incorporation, certify and set forth the following:

EXPLANATION OF TERMINOLOGY

A. The terms contained in these Articles of Incorporation which are contained in Chapter 617, Florida Statutes, as amended prior to the date of execution of these Articles, shall have the meaning of such terms set forth in such Act.

B. "Association" as used herein shall mean the Surf Club II & III Pool & Spa Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE I
NAME

The name of this Association shall be the SURF CLUB II & III POOL & SPA ASSOCIATION, INC., whose present address is 21 Old Kings Road North, Suite B101, Palm Coast, Palm Coast, Florida, 32137.

ARTICLE II
PURPOSE OF ASSOCIATION

The purpose for which the Association is organized is for the ownership operation, maintenance, repair and replacement of recreational facilities located on real property in Flagler County, Florida described on Exhibit "A" attached hereto and described on the Site Plan attached hereto as Exhibit "B".

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.

2. The Association shall have all of the powers of an association and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing the use of said recreational facilities referred to herein;

(b) to make, levy, collect and enforce Assessments against its Members to provide funds to pay for the expenses of the Association, the maintenance, operation, security, insurance and management of such recreational facilities, in the manner provided herein and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to collect the Expenses for each said recreational facility administered by the Association;

(d) to maintain, repair, replace and operate each said recreational facility;

(e) to reconstruct improvements of each said recreational facility in the event of casualty or other loss;

(f) to enforce by legal means the provisions of these Articles and any rules and regulations;

(g) to employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of said recreational facilities and to enter into any other agreements consistent with the purposes of the Association;

(h) to carry out its duties and obligations under these documents.

3. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of these Articles and the By-Laws.

4. The Association shall make no distribution of income to its members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the By-Laws.

ARTICLE IV
MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by members shall be as follows:

1. Membership in the Association shall be established by the ownership of condominium units within Surf Club II and Surf Club III, as evidenced by an instrument of conveyance. New Members shall deliver a true copy of the instrument of acquisition of title to the Association and thereafter shall be automatically a member of this Association.

2. No member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his condominium unit in Surf Club II or Surf Club III.

3. Each owner shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the By-Laws.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The Incorporator of the Association is William Harkins whose address is 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32137.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board of Directors, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board of Directors.

B. The Board of Directors shall elect the President, a Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors; provided, however, such officers may be removed by such Board of Directors, and other persons may be elected by the

Board of Directors as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary, Assistant Secretary, or Treasurer.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are as follows:

President	-	Valerie Kaan
Vice President	-	William Harkins
Secretary/Treasurer	-	Greg Robinson

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of Directors (the "First Board") shall initially be three (3). The Board of Directors may increase the number of Directors to seven (7).

B. The names and addresses of the persons who are to serve as the First Board are as follows:

William Harkins
Greg Robinson
Judith Kincaid

C. The Initial Election Meeting and Majority Election Meeting shall be called by the Board of Directors by written notice given to all members in accordance with the By-Laws; provided, however, that the members shall be given at least sixty (60) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the number of Directors to be designated by Declarant.

D. Declarant shall cause all of its designated Directors to resign ("Declarant's Resignation Event") when Declarant no longer holds for five percent (5%) of the condominium units in Surf Club II and Surf Club III. If Declarant's Resignation Event shall occur after the Majority Election Meeting, then upon the occurrence of the Declarant's Resignation Event, the Directors elected by Purchaser Members shall appoint a successor Director to fill the vacancy caused by the

resignation or removal of Declarant's designated Director. Such successor Director shall serve until the next annual members' meeting, at which time the members shall elect his successor. If, upon the occurrence of the Declarant's Resignation Event, the Majority Election Meeting has not occurred, the remaining Purchaser Director shall call the Majority Election Meeting in accordance with the By-Laws and the Act at which all of the Directors shall be elected by the Purchaser Members.

E. At each annual members' meeting held subsequent to the Declarant's Resignation Event, the Directors shall be elected by the members.

F. Upon the resignation of a Director who has been elected or designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board, the Association shall be deemed to have remised, released, acquitted, satisfied and forever discharged such officer or Director of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever, relating to his actions as such officer or Director, excepting only willful misconduct or gross negligence, from the beginning of the world to the day of such resignation. Members of the Board of Directors designated by the Declarant have to be members of the Association.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels or if no litigation or proceeding has been instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation, claim or settlement to which he may be made a party by reason of his being or having been a Director or officer of the Association; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and liabilities are incurred. If in such litigation, proceeding, claim, or settlement a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI
BY-LAWS

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

ARTICLE XII
AMENDMENTS

1. The proposed amendment shall be adopted by the affirmative vote of a majority of the votes of all members at an annual members meeting or special meeting of the members. Any number of amendments may be submitted to the members and voted upon by them at one meeting; or

2. An amendment may be adopted by a written statement signed by a majority of all members setting forth their consent to the amendment.

A. A copy of each amendment shall be certified by the Secretary of State of Florida.

B. No amendment may be made to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent of Declarant.

C. Notwithstanding the foregoing provisions of this Article XII, the Board of Directors may amend these Articles without a vote of the members to correct a scrivener's error therein.

ARTICLE XIIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 4 Old Kings Road North, Suite B, Palm Coast, Florida 32137 and the initial registered agent of the Association at that address shall be Michael D. Chiumento.

IN WITNESS WHEREOF, the Incorporator has caused these Articles of Incorporation to be executed this 1 day of December, 2002.

WILLIAM HARKINS

The undersigned hereby accepts the designation of Registered Agent of Surf Club II & III Pool & Spa Association, Inc., as set forth in Article XIV of these Articles.

MICHAEL D. CHIUMENTO

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 4 day of Dec., 2002, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared William Harkins, the Incorporator of the Surf Club II & III Pool & Spa Association, Inc., and who executed the foregoing Articles of Incorporation; and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me and did not take an oath.

Karolyn N. Sheekey
NOTARY PUBLIC

[SEAL]

KAROLYN N. SHEEKEY
MY COMMISSION # CC 912325
EXPIRES: June 20, 2004
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
) SS:
COUNTY OF FLAGLER)

I HEREBY CERTIFY that on this 4 day of December, 2002, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL D. CHIUMENTO, to me known to be the person described as Initial Registered Agent of Surf Club II & III Pool & Spa Association, Inc., and who executed the foregoing acceptance; and he acknowledged before me that he executed the same for the purposes therein expressed.

Karolyn N. Sheekey
NOTARY PUBLIC

[SEAL]

My Commission Expires:

KAROLYN N. SHEEKEY
MY COMMISSION # CC 912325
EXPIRES: June 20, 2004
Bonded Thru Notary Public Underwriters

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BY-LAWS
OF
SURF CLUB II & III POOL & SPA ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

Section 1. Identification of Association

These are the By-Laws of the Surf Club II & III Pool & Spa Association, Inc., hereinafter referred to as the "Association", as duly adopted by its Board of Directors. The Association is a corporation not for profit, organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of administering certain recreational facilities as described in the Articles of Incorporation and located in Flagler County, Florida.

1.1 The present office of the Association shall be located at 21 Old Kings Road North, Suite B101, Palm Coast, Florida 32137, and thereafter may be located at any place in the County designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, or as otherwise determined by the Board of Directors.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Membership in the Association, Members' Meetings, Voting and Proxies

2.1 The qualification of members, the manner of their admission to membership in the Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

2.2 The members shall meet annually at the office of the Association or such other place in the County on the first Monday of June, commencing with the year 2003; provided, however, that said date may be changed by resolution of the Board of Directors so long as the annual members meeting for any year shall be held not later than thirteen (13) months after the last preceding annual members meeting. The purpose of the annual members meeting shall be to hear reports of the officers, elect members of the Board of Directors (subject to the provisions of Article IX of the Articles)
and to transact any other business authorized to be transacted by the members.

2.3 Special meetings of the members shall be held at any place within the County, whenever called by the President, a Vice President or a majority of the Board of Directors. A special meeting must be called by the President or a Vice President upon receipt of a written request from one-third (1/3) of the members. Special meetings shall be called by the President or a Vice President upon receipt of written notice from the Association of a meeting of the members thereof.

2.4 Written notice of any meeting (whether an annual members meeting or a special meeting of the members) shall be mailed to each member entitled to vote at his last known address as it appears on the books of the Association. Written notice of an annual members meeting shall be mailed to each member (in the manner required by the Act and any amendments thereto in effect at the time of mailing) not less than fourteen (14) days prior to the date of the annual members meeting. Written notice of a special meeting of the members shall be mailed not less than fourteen (14) days prior to the date of such special meeting. Proof of mailing shall be given by the affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by the Secretary or acting Secretary of the Association. Notice of the annual members meeting shall be posted at a conspicuous place on the Association at least fourteen (14) continuous days prior to an annual members meeting. If a meeting of the members, whether a special meeting or an annual members meeting, is one which, by express provision of the Act, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 2.4, then the aforesaid express provision shall govern. Notice of any special meeting shall set forth the purpose of such special meeting. Notice of any meeting may be waived in writing by any member before, during or after a meeting.

2.5 The members may, at the discretion of the Board of Directors, act by written consent in lieu of a special meeting, provided written notice of the matter or matters to be voted upon is given to each member at the addresses and within the time periods set forth in Section 2.4 herein or duly waived in accordance with such Section. The decision of the majority of the members as to the matter or matters to be voted upon (as evidenced by written consent requested in the notice) shall be binding on the members. The notice shall set forth a time period during which time a response must be made by the members.

2.6 A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership and decisions shall be made by owners of a majority of the Members represented at a meeting at which a quorum is present. When a quorum is present at any meeting and the jurisdiction of such meeting is challenged, the holders of a majority of the vote present in person or by "Proxy", as hereinafter defined, shall decide the question. However, if the question is one which, by express provisions of the Act, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on such question.

2.7 If a meeting of the members cannot be held because a quorum is not in attendance, the members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. If a meeting is adjourned because of the lack of a quorum, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board of Directors.

2.8 Minutes of all meetings of the members shall be kept in a businesslike manner and be available for inspection by the members and Directors at all reasonable times and upon reasonable notice. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting.

2.9 Voting rights of members shall be as stated in the Articles. Such votes may be cast in person, by Proxy or by "Voting Certificate." Proxy is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the members place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must set forth the name of the person voting by Proxy, his condominium unit number, the name of the person authorized to vote the Proxy for him, and the date the Proxy was given. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

2.10 At any time prior to a vote upon any matter at a meeting of the members any member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for the nomination and election of Inspectors of Election to collect and tally written ballots upon the completion of balloting.

2.11 Cumulative voting shall not be permitted.

Section 3. <u>Board of Directors; Director's Meetings</u>

3.1 The Association shall be administered by a Board of not less than three (3) Directors, subject to the increase as set forth in Article IX of the Articles.

3.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors are hereby incorporated herein by reference.

3.3 Subject to Section 3.5 below and to Declarant's rights as set forth in the Articles and as set forth in Section 3.5(c) below, vacancies in the Board of Directors shall be filled by persons appointed by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual members meeting and shall serve for the term prescribed in Section 3.4 of these By-Laws.

3.4 The term of each Director shall extend until the next annual members meeting at which his term expires as provided in Article IX of the Articles, and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

3.5 (a) A Director elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a special meeting of the Members with or without cause. A meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 2.4 hereof, upon the written request of ten percent (10%) of the Members. However, before any such Director is removed from office, he shall be notified in writing prior to the meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a special meeting of the members or at an annual members meeting, persons to fill vacancies on the Board of Directors caused by the removal of a Director elected by Members in accordance with Section 3.5(a) above.

(c) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole discretion. Declarant shall have the right to name a successor for any Director removed by it or for any vacancy on the Board of Directors as to a Director designated by it and Declarant shall notify the Board of Directors of the name of the respective successor Director and the commencement date for the term of such successor Director.

3.6 The organizational meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

3.7 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or, in his absence, the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

3.8 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director in person, telephone or telegraph at least three (3) business days prior to the day named for such meeting, or in the event notice is given by mail, five (5) business days prior to the day named for such meeting. Notice of a Board of Directors meeting shall be posted conspicuously on the Association's property forty-eight (48) continuous hours in advance of said meeting. Notice of any meeting where "Assessments" (as such term is hereinafter defined) are to be considered shall state that Assessments will be considered and the nature of such Assessments. Directors may waive notice of a meeting before, during or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

3.9 A quorum of the Board of Directors shall consist of a majority of the Directors. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Directors, except as specifically otherwise provided in the Articles or elsewhere herein. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

3.10 The presiding officer at Board meetings shall be the President.

3.11 Directors shall not receive any compensation for their services as Directors.

3.12 Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and be available for inspection by members and Directors at all reasonable times and upon

reasonable notice. The minutes shall be retained by the Association for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.13 The Board of Directors shall have the power to appoint an executive committee of the Board of Directors consisting of not less than a majority of the Directors, which shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors. All acts of the executive committee shall be affirmed at the next meeting of the Board of Directors.

3.14 Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Members. Any Member may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The association may adopt written reasonable rules governing the frequency, duration, and manner of Member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Association's property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Members, will be considered shall be mailed or delivered to the Members and posted conspicuously on the Association's property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the Members, the board shall by duly adopted rule designate a specific location on the association property upon which all notices of board meetings shall be posted. If there is no association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to each Member. Notice of any meeting in which regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this section, unless those meetings are exempted from this section by the bylaws of the association. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the Members is inapplicable to meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

Section 4. <u>Powers and Duties of the Board of Directors</u>

The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the Association. All powers and duties of the Association, including those existing under the Act, shall be exercised by the Board of Directors, unless otherwise

specifically delegated therein to the members. Such powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Act and shall include, but not be limited to, the following:

4.1 Making and collecting against members to pay the Common Expenses of the Association property. These Assessments shall be collected by the Association through payments made directly to it by the members.

4.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board of Directors.

4.3 Maintaining, repairing and operating the property owned by the Association.

4.4 Reconstructing improvements after casualties and losses and making further authorized improvements of Association Property.

4.5 Making and amending rules and regulations with respect to the operation and use of the property owned by the Association.

4.6 Enforcing by legal means the provisions of the Articles and these By-Laws, and any rules and regulations adopted by the Association and the applicable provisions of the Act.

4.7 To contract for the management and maintenance of the Association Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of any rules and regulations and maintenance, repair and replacement of Association property and other services with funds that shall be made available by the Association for such purposes and to terminate such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the these documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

4.8 Paying taxes and assessments which are or may become liens against the Association Property.

4.9 Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability for the Association Property.

4.10 Paying costs of all power, water, sewer and other utility services rendered to the Association property.

4.11 Hiring and retaining such employees as it shall deem appropriate in its discretion to administer and carry out the services required for the proper administration of the affairs of the Association.

4.12 To acquire, own, mortgage and convey real and personal property and take such other reasonable actions in that regard.

4.13 Electing, designating, and removing officers in accordance with the terms and provisions of these Documents.

4.16 Maintaining bank accounts on behalf of the Association and designating signatories required therefore.

Section 5. Officers of the Association

5.1 The officers of the Association shall be a President, who shall be a Director, one (1) or several Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, appoint such other officers and assistant officers and designate their powers and duties.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall also be the Voting Member of the Association or appoint by written proxy a person to be the Voting Member of the Association at meetings of the Owners' Association.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one (1) Vice President elected by the Board of Directors, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order and shall perform such other duties as shall be prescribed by the President and the Board of Directors.

5.4 The Secretary shall cause to be kept the minutes of all meetings of the Board of Directors and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times and upon reasonable notice. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board of Directors to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary and perform such other duties as shall be prescribed by the President or the Board of Directors.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer and perform such other duties as shall be prescribed by the President or the Board of Directors.

5.6 The compensation, if any, of employees of the Association shall be fixed by the Board of Directors. Officers shall not be compensated for their services as officers. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor contracting with a Director for the management of the Association Property of any property owned by the Association.

Section 6. Accounting Records; Fiscal Management

6.1 The Association shall maintain accounting records in accordance with generally accepted accounting practices and on an accrual basis. The accounting records shall be open to inspection by members or their authorized representatives who shall be accountants at reasonable times and upon reasonable notice. Such authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such request. Written financial reports or statements of the Association shall be supplied at least annually, as set forth more fully in Section 6.2(f) below, to the members. The accounting records shall include (a) a record of all receipts and expenditures, including, as applicable, and not limited to, costs for security, professional management, taxes, refuse collection and utility services, lawn care, building maintenance and repair, insurance, administrative and salary expenses, and general, maintenance, and depreciation reserves; (b) an account Members which shall designate the name and address of the Members, the amount of each Assessment charged to the Members, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due; (c) an account indicating the Common Expenses allocated under the budget and the Common Expenses actually incurred during the course of the fiscal year.

6.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Association (the "Budget") for each fiscal year at a regular or special meeting of the Board of Directors ("Budget Meeting") called for that purpose not later than November 15 of the prior year. In the event a Budget is not adopted by such date, it shall not abrogate or affect Members' obligations to pay Common Expenses. Prior to the Budget Meeting, a proposed Budget shall include, where applicable, but not be limited to, the following items of expense:

(a) Costs for security;
(b) Professional and management fees and expenses;
(c) Taxes;
(d) Costs for recreation facilities;
(e) Expenses for refuse collection and utility services;

(f) Costs for maintenance and repair;
(g) Insurance costs;
(h) Administrative and salary expenses; and
(i) Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the members. Failure to timely adopt a Budget shall not affect or abrogate the obligation to pay Common Expenses.

(d) The Board of Directors may also include in the proposed Budget an amount as a Common Expense Assessment for the making of betterments to the Association Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for the establishment of reserves for repair or replacement of the property owned by the Association either annually or from time to time as the Board of Directors shall determine the same to be necessary. Such amount may be levied upon the members by the Board of Directors as a Special Assessment and shall be considered an "Excluded Expense" under Section 6.3(a) hereof. In addition, the Board of Directors shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of property owned by the Association. The reserve accounts shall include, but not be limited to, repair and replacement and painting. The amount to be reserved shall be computed by means of a formula which is based upon remaining useful life and estimated replacement cost of each reserve item. This amount shall also be considered an Excluded Expense under Section 6.3(a) hereof. The members may by a majority vote at a duly called meeting of the association determine for a particular fiscal year to budget no reserves or reserves in a lesser amount than required herein.

(e) In administering the finances of the Association, the following procedures shall govern: (i) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Expenses which cover more than such calendar year; (ii) Assessments shall be made monthly, unless otherwise determined by the Board of Directors, in amounts no less than are required to provide funds in advance for payment of all of the anticipated expenses and for all unpaid expenses previously incurred; and (iii) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Assessments shall be sufficient to provide adequate and available funds to meet all budgeted expenses and anticipated cash needs in any calendar year.

(f) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be by checks signed only by such persons as are authorized by the Board of Directors; provided, however, that at least two (2) authorized signatures shall be on any check.

(g) A financial report for each year, including a statement of revenues and expenses of the Association shall be prepared by a Certified Public Accountant designated by the Board of Directors. Either a copy of such report or a complete set of financial statements shall be furnished to each member no later than the first day of April of the year following the year for which the report is made. The report or statements shall be deemed to be furnished to the member upon its delivery in person or mailing by prepaid, first-class mail to the member at his last known address shown on the books and records of the Association.

Section 7. Rules

The Board of Directors at any meeting may adopt rules or amend or rescind existing rules for the operation and use of the property owned by the Association. Copies of rules promulgated, amended or rescinded shall be mailed to all Members at their last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 8. Enforcement Procedures

(a) Enforcement Committee. The Association shall have the right to assess reasonable fines against a Member in the manner provided herein. Each Board of Directors shall have the power to create an "Enforcement Committee" to be comprised of three (3) members, one (1) of whom shall be designated as the Chairperson thereof. The Enforcement Committee shall serve a term consistent with the term of its Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Board.

(b) Conduct of Enforcement Hearing. The alleged non-complying member shall be given reasonable opportunity to be heard.

(c) Powers of the Enforcement Committee. The Enforcement Committee shall have the power to:

(i) Adopt rules for the conduct of its hearings to be approved by the Board of Directors;

(ii) Effectuate the provisions set forth in this provision;

(iii) Issue orders consistent with this provision; and

(iv) Order non-complying members to pay a fine not to exceed Fifty ($50.00) Dollars, or such greater amount as may be permitted by the Act.

(d) Notice to Alleged Non-Complying members. Alleged non-complying members shall be given reasonable notice at least seven (7) days in advance of said hearing. No alleged non-complying member shall be given notice of hearing before the Enforcement Committee unless said

alleged non-complying member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 9. Internal Dispute Resolution

Internal disputes arising from the operation of the Association, their agents, and assigns shall be subject to mandatory nonbinding arbitration of disputes upon the consent of the parties to such dispute.

The Association shall have no responsibility to settle disputes between members or intervene on behalf of any member regarding a dispute with another member.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Association; provided, however, if such Rules are in conflict with the Articles and these By-Laws, then the Articles and By-Laws, as the case may be, shall govern in the following order of priority: Articles, By-laws.

Section 11. Amendment of the By-Laws

11.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the members present at an annual members meeting or a special meeting of the members. A copy of the proposed amendment shall be sent to each member along with the notice of the special meeting of the members or annual members meeting.

11.2 Amendments to these By-Laws shall be made in accordance with the requirements of the Act and amendments thereto in effect at the time of amendment.

The foregoing By-Laws of Surf Club II & III Pool & Spa Association, Inc. are hereby adopted by all of the Directors of Surf Club II & III Pool & Spa Association, Inc. as and constituting the Board of Directors of said Association this 10 day of December, 2002.

WILLIAM HARKINS, Director

GREG ROBINSON, Director

JUDITH KINCAID, Director

F:\Karolyn\Don\Bay Investments\surf club\Surf Club II & III\Bylaws.wpd.frm

Inst No:2004021772 Date:04/27/2004
GAIL WADSWORTH, FLAGLER Co. Time:10:40
Book: 1074 Page: 259 Total Pgs: 1

RESOLUTION 04-01

A RESOLUTION PERTAINING TO INCREASING THE NUMBER OF DIRECTORS ON THE BOARD

WHEREAS, the Surf Club II Condominium, a Florida not for profit corporation, under Chapter 718 F.S., was formed April 24, 2002; and

WHEREAS, the purpose of the corporation is to provide for the day to day operation of the condominium, in accordance with the Declaration of Condominium of Surf Club II Condominium; and

WHEREAS, the affairs of the Corporation shall be managed by a Board of Directors, who are members of the corporation; and

WHEREAS, Article IX, A. of the Articles of Incorporation of Surf Club II, empower the Board of Directors "to increase the number of Directors to seven (7)":

THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SURF CLUB II CONDOMINIUM:

1. The number of seats for the Board of Directors of the Surf Club II Condominium increased from three (3) to seven (7).

2. As of the first Annual Membership Meeting, seven (7) directors are to be elected to serve on the Board of Directors.

The Community Association Manager is authorized and directed to provide a copy of this Resolution, adopted at a duly noticed meeting of the Association Board of Directors on this day and date, to each Association member, by first class United States mail, to the address of record as contained in the records of the Corporation.

Adopted this 2nd day of April, 2004.

John W. Barber, Jr., President

Mary Childs, Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF FLAGLER

BEFORE ME, personally appeared JOHN W.BARBER, JR. AND MARY CHILDS, to me known and known to me to be the individuals described in and who executed the foregoing Resolution as President and Secretary/Treasurer, respectively, of the Surf Club II Condominium, and acknowledge to and before me that they executed such instrument.

WITNESS my hand in the County and State last aforesaid this 23 day of April 2004.

Notary Public

SANDRA M. NEGRON
MY COMMISSION # DD254241
EXPIRES: September 29, 2007

Inst No: 2006028491; 06/02/06 11:52AM; Book: 1441 Page: 1544; Total Pgs: 3
GAIL WADSWORTH, FLAGLER Co.

This instrument prepared by:
Dobson and Brown, P.A.
Ronald W. Brown, Esquire
93 Orange Street
St. Augustine, Florida 32084

First Amendment to
The Declaration of Condominium
for
SURF CLUB II, a Condominium
and the
By-Laws of SURF CLUB II, INC.

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SURF CLUB II was approved on the June 18, 2005 by requisite number of the voting members at the Association. The Declaration of Condominium for Surf Club II was recorded on September 16, 2003 at Official Records Book 983, Page 127 of the Public Records of Flagler County, Florida.

This First Amendment modifies By-Laws of Surf Club II, Inc. as follows (additions are underlined, deletions are ~~stricken~~):

1. The By-Laws, Section 4.4 are amended to read as follows. The amendment includes a substantial rewording of the Section 4.4:

The Board of Directors, which at the date of this Amendment to the By-Laws consists of seven (7) members, shall be elected to staggered terms of two (2) years each with four (4) Directors elected to two (2) year terms beginning in 2006 and three (3) Directors elected for two (2) year terms in 2007. In the year 2006, three (3) Directors shall be elected for one (1) year terms. In 2007, three (3) Directors shall be elected for two (2) year terms. Beginning in 2008, the Association shall elect four (4) Directors in even numbered years and three (3) Directors in odd numbered years.

WITNESS OUR HAND AND SEALS on the dates shown below.

SURF CLUB II, INC.

By: _____
Its President

Attest: _____
Secretary
(Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing Amendment was sworn to, subscribed and acknowledged before me this _____ day of 27th May, 2006 by John Barber, as President of Surf Club II, Inc., on behalf of said corporation. John Barber produced a Florida Driver's license as identification and did take an oath.

Wendy Lynn Posella
Notary Public, State of Florida
(Seal)

WENDY LYNN POSELLA
MY COMMISSION # DD491236
EXPIRES: Nov. 15, 2009
(407) 398-0153 FloridaNotaryService.com

This instrument prepared by
Dobson & Brown, P.A.
Ronald W. Brown, Esquire
93 Orange Street
St. Augustine, Florida 32084

Certificate of Amendment
First Amendment to
The Declaration of Condominium
for
SURF CLUB II, a Condominium
and the
By-Laws of SURF CLUB II, INC.

COME NOW the undersigned President and Secretary of SURF CLUB II, INC. and hereby certify the following:

1. That the attached writing is a true copy of the First Amendment to the Declaration of Condominium for Surf Club II.

2. That the Amendment was approved in accordance with the requirements of the Declaration of Condominium for Surf Club II, Articles of Incorporation and By-Laws for the Surf Club II Condominium Association, Inc. and the provisions of Chapter 718, Florida Statutes.

3. The adopted Amendment appears in the minutes of the Association meeting, is attached hereto and is unrevoked.

EXECUTED this 27th day of May, 2006 at Flagler Beach, Flagler County, Florida.

SURF CLUB II, INC.

By: John Barber
Its President

Attest: Mary K. Owen
Secretary

(Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 27th day of May, 2006, by John Barber, as President of Surf Club II, Inc., on behalf of said corporation. John Barber produced a Florida Driver's license as identification and did take an oath.

Wendy Lynn Posella
Notary Public, State of Florida
(Seal)

WENDY LYNN POSELLA
MY COMMISSION # DD491226
EXPIRES: Nov. 15, 2009
(407) 398-0153 Florida Notary Service.com

Prepared by/return to:

John T. McLaughlin

21 Old Kings Road North, B101

Palm Coast, FL 32137

Irrigation System and Fire Booster Pump Agreement

AGREEMENT made this 28 day of August, 2004, among and between Surf Club II Condominium Association, Inc. whose address is 80 Surfview Drive, Palm Coast, FL 32137, and Surf Club III Condominium Association, Inc. whose address is 60 Surfview Drive, Palm Coast, FL 32137, and Surf Club Pool & Spa Association, Inc. whose address is 70 Surfview Drive, Palm Coast, FL 32137,

WHEREAS, Surf Club II, Surf Club III and the Surf Club Pool and Spa complex , Exhibit attached, were designed and built to share the usage, maintenance, repair, replacement and cost of the irrigation system and the fire booster pump system; and

WHEREAS, Surf Club II Condominium Association, Inc., Surf Club III Condominium Association, Inc., and Surf Club Pool & Spa Association, Inc., wish to specify the allocation of costs and a method of confirming any course of action with regard to these systems;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. Surf Club II Condominium Association, Inc., and Surf Club III Condominium Association, Inc., shall each bear 45% of the total cost.
3. Surf Club Pool & Spa Association, Inc., shall bear 10% of the total cost.
4. The irrigation system shall be considered one shared system regardless of where and when any repair, maintenance or replacement shall take place.
5. The fire booster pump system shall be considered one shared system regardless of where or when any repair, maintenance or replacement shall take place.
6. Each party will appoint one representative to cast it's vote on any course of action and agree that a simple majority vote is binding on all parties.

7. Miscellaneous. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation, arbitration or mediation relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. Flagler County, Florida, shall be proper venue for any litigation involving this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

Witness: _____

Surf Club II Condominium Association, Inc.

By: _____
President

Witness: _____

Surf Club III Condominium Association, Inc.

By: _____

Witness: _____

Surf Club Pool & Spa Association, Inc.

By: _____

GLORIA MAE NIEMINEN
MY COMMISSION # DD302433
EXPIRES: April 24, 2008
Fl. Notary Discount Assoc. Co.

Gloria Mae Nieminen

STATE OF FLORIDA

COUNTY OF FLAGLER ss:

I hereby certify that on this day, before me, GLORIA NIEMINEN a Notary Public in an for said State and in the County aforesaid personally appeared JOHN W. BARBER to me personally known whose name is subscribed to the within instrument and who executed the foregoing instrument and acknowledged before me that _____ executed the same for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid this 28 day of August 2004

(Seal)

GLORIA MAE NIEMINEN
MY COMMISSION # DD902433
EXPIRES: April 24, 2008
Ft. Notary Discount Assoc. Co.

Gloria Mae Nieminen

STATE OF FLORIDA

COUNTY OF FLAGLER ss:

I hereby certify that on this day, before me, JUDITH KINCAID a Notary Public in and for said State and in the County aforesaid personally appeared GREG ROBINSON to me personally known whose name is subscribed to the within instrument and who executed the foregoing instrument and acknowledged before me that ~~[illegible]~~ HE executed the same for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid this 31st day of August 2004

(Seal)

JUDITH KINCAID
MY COMMISSION EXPIRES
June 26, 2008
#DD 316253
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Judith Kincaid

STATE OF FLORIDA

COUNTY OF FLAGLER ss:

I hereby certify that on this day, before me, JUDITH KINCAID a Notary Public in an for said State and in the County aforesaid personally appeared WILLIAM HARKINS to me personally known whose name is subscribed to the within instrument and who executed the foregoing instrument and acknowledged before me that HE executed the same for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid this 31st day of August 2004

(Seal)

Judith Kincaid

JUDITH KINCAID
MY COMMISSION EXPIRES
June 26, 2008
#DD 315253
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

LEGEND :

- ○ - 1 1/4" Iron pipe and cap #5602 set
- ⊕ - 1 1/4" Iron pipe and cap #5602 set, 5/8" iron rod and cap #2379 found 0.40' N
- □ - 4" x 4" Concrete monument found
- ■ - 4" x 4" Concrete monument #2238 found
- □ - "Old" 4" x 5" concrete monument found
- ▲ - 5/8" Iron rod and cap #2379 found
- ⊖ - 5/8" Iron rod found

GENERAL NOTES :

This is not a boundary survey. This is a legal description and sketch to show the exception to Surfclub II, Parcel #1 legal description, for the future "pool site", to be dedicated to Surfclub II Condominium Association.

No overhead or underground features shown except as noted.

Record dimensions are shown in parentheses. Field measurements are not.

This sketch and plat not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

There may be additional restrictions and/or other matters not shown hereon that may be found in the public records of Flagler County, Florida.

The expected land use, as classified in the Minimum Technical Standards (61G17-6, Florida Administrative Code) is "Commercial/High Risk". The minimum relative distance accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

This sketch not complete without both sheets 1 and 2.

Description created this sketch.

Parcel #1 Area = 394,540.0584± Square Feet; 9.0573934± Acres

Exception Area = 6,039.272778± Square Feet; 0.138643± Acres

SKETCH OF DESCRIPTION OF :

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 78, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 68°38'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 89°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 78, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 68°38'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 89°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 32.49 FEET, THENCE NORTH 17°25'35" EAST 58.96 FEET, THENCE NORTH 69°38'32" EAST 55.09 FEET, THENCE NORTH 20°21'28" WEST 75.30 FEET TO THE POINT OF BEGINNING.

Description created this sketch.

CERTIFICATE:

This is to certify that the plat delineated hereon is in compliance with the Minimum Technical Standards per Chapter 61G17-6, Florida Administrative Code, pursuant to section 472.027 of the Florida Statutes.

17 December, 2002
(Field Date)

Bryan E. Fries, PSM #5602

LOCATION: SECTION 38, T. 10 S., R. 31 E. – MATANZAS SHORES

PREPARED FOR:

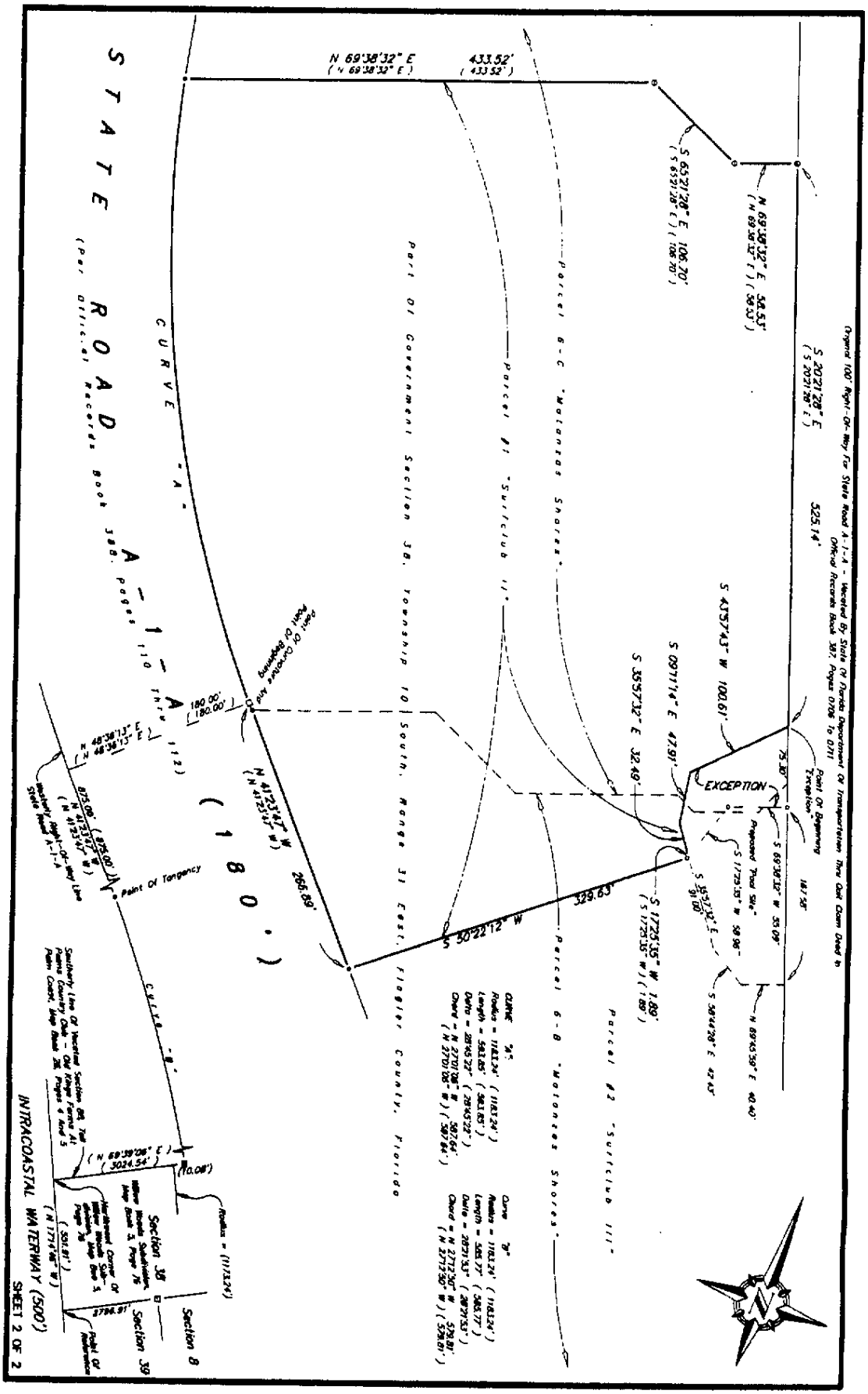
BAY COMMUNITIES
21 OLD KINGS ROAD NORTH
PALM COAST, FLORIDA

PARTY CHIEF: BRYAN E. FRIES	SCALE: 1" = 100'
DRAWN BY: RANDY REUILLE JR.	JOB NUMBER: 1182-2002
CHECKED BY: BRYAN E. FRIES	FILE NUMBER: L122-2002

SHEET 1 OF 2

J. B. FRIES AND ASSOCIATES, INC.
Professional Surveyor And Mapper
1042 North U.S. Highway 1
Suite B
Ormond Beach, Florida 32174
Phone/Fax (386) 671-1700
Flagler (386) 517-0517

Surf Club II


Original 100' Right-Of-Way For State Road A-1-A - Vacated By State Of Florida Department Of Transportation Thru Quit Claim Deed In Official Records Book 387, Pages 0706 To 0711
Point Of Beginning Exception
S 20°21'28" E
(S 20°21'28" E)
525.14'
N 69°38'32" E 54.53'
(N 69°38'32" E) (54.53')
S 65°21'28" E 106.70'
(S 65°21'28" E) (106.70')
N 69°38'32" E 433.52'
(N 69°38'32" E) (433.52')
S 69°38'32" W 55.09'
N 69°40'39" E 40.40'
S 44°44'28" E 42.43'
S 17°25'35" W 58.96'
Proposed Trail Site
S 35°57'32" E 39.00'
S 17°25'35" W 1.89'
(S 17°25'35" W) (1.89')
S 43°37'43" W 100.61'
S 09°11'14" E 47.91'
S 35°57'32" E 32.49'
EXCEPTION
75.30'
181.58'
Parcel 6-C "Malanzas Shores"
Parcel 6-B "Malanzas Shores"
Parcel #2 "Surfclub III"
Parcel #1 "Surfclub II"
Part Of Government Section 38, Township 10 South, Range 31 East, Flagler County, Florida
S 50°22'12" W
329.63'
266.69'
N 41°23'43" W
(N 41°23'43" W)
Bulkhead To 1984
Pile Bulkhead To 1986
180.00'
(180.00')
N 48°36'13" E
(N 48°36'13" E)
875.00'
(875.00')
(N 41°23'43" W)
Northerly High-Or-Wet Line State Road A-1-A
Point Of Tangency
CURVE "A"
Radius = 1183.24' (1183.24')
Length = 583.85' (583.85')
Delta = 28°45'22" (28°45'22")
Chord = N 27°01'06" W (580.64')
(N 27°01'06" W) (580.64')
Curve "B"
Radius = 1183.24' (1183.24')
Length = 586.77' (586.77')
Delta = 28°21'53" (28°21'53")
Chord = N 27°12'30" W 580.81'
(N 27°12'30" W) (580.81')
STATE ROAD A-1-A
(Per Official Records Book 387, Pages 110 Thru 112)
CURVE "A"
(180°)
CURVE "B"
Southerly Line Of Vacated Section 38, Tell Old Ridge Farms At Palm Country Club, Map Book 26, Pages 4 And 5
(N 69°39'06" E)
(3024.54')
(10.08')
Radius = (1113.24')
Section 38
Section 39
Section 8
Northerly Corner Of Palm Country Club Section 5, Map Book 26, Pages 3 & 4
(501.81')
(N 17°14'48" W)
2796.91'
Point Of Reference
INTRACOASTAL WATERWAY (500')
SHEET 2 OF 2

Surf Club III

PARCEL #1 (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY). SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A AND THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65° 21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 600.44 FEET, THENCE SOUTH 69°38'32" WEST 55.09 FEET, THENCE SOUTH 17°25'35" WEST 60.85 FEET, THENCE SOUTH 50°22'12" WEST 329.63 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, THENCE NORTH 41°23'47" WEST 266.89 FEET TO THE POINT OF BEGINNING.

Surf Club Pool

POOL SITE (PART OF PARCEL 6-B AND 6-C MATANZAS SHORES)

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 38, TOWNSHIP 10 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE "SUBDIVISION PLAT SECTION 88, PALM COAST" RECORDED IN MAP BOOK 26, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SAID GOVERNMENT SECTION 38 EXTENDED WESTERLY TO THE EASTERLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE NORTH 17°14'46" WEST ALONG SAID RIGHT-OF-WAY 551.91 FEET TO A POINT BEING THE NORTHWEST CORNER OF "WILLOW WOODS SUBDIVISION" RECORDED IN MAP BOOK 5, PAGE 76, THENCE DEPARTING SAID INTRACOASTAL WATERWAY NORTH 69°39'06" EAST ALONG THE COMMON BOUNDARY OF SAID "WILLOW WOODS" AND SAID "SECTION 88, PALM COAST" 3024.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (180' RIGHT-OF-WAY). SAID POINT BEING ON A CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 585.77 FEET ALONG A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 28°21'53", A RADIUS OF 1183.24' FEET, A CHORD BEARING OF NORTH 27°12'50" WEST AND A CHORD DISTANCE OF 579.81 FEET TO A POINT OF TANGENCY, THENCE NORTH 41°23'47" WEST ALONG SAID RIGHT-OF-WAY 875.00 FEET, THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 48°36'13" EAST 180.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 593.85 FEET ALONG A CURVE TO THE RIGHT (CONCAVE EASTERLY) HAVING A CENTRAL ANGLE OF 28°45'22", A RADIUS OF 1183.24 FEET, A CHORD BEARING OF NORTH 27°01'06" WEST AND A CHORD DISTANCE OF 587.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY AND CURVE NORTH 69°38'32" EAST 433.52 FEET, THENCE SOUTH 65°21'28" EAST 106.70 FEET, THENCE NORTH 69°38'32" EAST 58.53 FEET, THENCE SOUTH 20°21'28" EAST 525.14 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 43°57'43" WEST 100.61 FEET, THENCE SOUTH 09°11'14" EAST 47.91 FEET, THENCE SOUTH 35°57'32" EAST 123.49 FEET, THENCE SOUTH 58°44'28" EAST 42.43 FEET, THENCE NORTH 69°45'59" EAST 40.40 FEET, THENCE NORTH 20°21'28" WEST 242.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Inst No: 2004060511; 10/25/04 12:14PM; Book: 1159 Page: 63; Total Pgs: 1
GAIL WADSWORTH, FLAGLER Co.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
JAMES D. SALTER, ESQUIRE (352) 376-8201
B. SEND ACKNOWLEDGEMENT TO:
Name SALTER, FEIBER, YENSER, MURPHY & HUTSON, P.A.
Address P. O. BOX 357399
Address
City/State/Zip GAINESVILLE, FL 32635-7399

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME: SURF CLUB CONDOMINIUM ASSOCIATION, INC.				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 104 SURFVIEW DRIVE	CITY: PALM COAST	STATE: FLORIDA	POSTAL CODE 32137	COUNTRY USA
1d. TAX ID# 59-3150302	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION FLORIDA	1g. ORGANIZATIONAL ID# N/A ☐ None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# ☐ None

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)- INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

1a. ORGANIZATION'S NAME FLORIDA BANK				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 600 NW 43RD STREET	CITY GAINESVILLE	STATE FL	POSTAL CODE 32607	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral:

Surf Club Condominium Association, Inc. re. ITT Community Development Corp. Et al Case No. 99-307-CA in the Circuit court of the 7th Judicial Circuit in and for Flagler County, Florida (the "Litigation")

5. ALTERNATE DESIGNATION (if applicable)	☐ LESSEE/LESSOR ☐ AG. LIEN	☐ CONSIGNEE/CONSIGNOR ☐ NON-UCC FILING	☐ BAILEE/BAILOR ☐ SELLER/BUYER

6. **Florida DOCUMENTARY STAMP TAX** - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Inst No:2003060417 Date:10/31/2003
GAIL WADSWORTH, FLAGLER Co. Time:14:00
Book: 1004 Page: 392 Total Pgs: 9
OFF REC 1004 PAGE 0392

Prepared by and return to:
Kelli M. Salo, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401
(561) 650-7900

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (this "**Assignment**") is made this 30th day of October, 2003, by **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation ("**Assignor**") to **CITY OF PALM COAST,** a municipal corporation organized under the laws of the State of Florida ("**Assignee**"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain First Amended and Restated Utility System Asset Acquisition Agreement dated August 25, 2003 (the "**Purchase Agreement**").

WHEREAS, among the assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, are the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership and operation of the Palm Coast System, as described and set forth in the Purchase Agreement (the "**Easements**"); and

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, as legally described in **Exhibit "A"** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Palm Coast System or the Purchased Assets within the Palm Coast service area; provided however that, other than as contained in the Purchase Agreement, Assignor makes no additional representation or warranty herein regarding the Easements.

2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of

Assignor under such Easements as of the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Easements shall cease and terminate. Except as otherwise set forth in the Purchase Agreement, Assignor shall have no liability or obligation with respect to the Easements after the date hereof, other than that attributable to the period prior to the date of the Assignment. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Easements prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses arising in connection with the Easements upon and after the date hereof to the extent permitted by law without waiver of sovereign immunity.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment. Further, Assignor hereby irrevocably constitutes and appoints Assignee and its successors and assigns the true and lawful attorneys for Assignor to do all acts and things necessary under and pursuant to the Easements in Assignee with like power and as fully as Assignor could or might have done.

4. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under applicable Florida law.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

Executed as of the day and year first above written.

WITNESS:

Print Name: Kelli M Salo

Print Name: Carlyn Konecky

Print Name: Robert C. Brannan

Print Name: Clare M. Hoeni

FLORIDA WATER SERVICES CORPORATION, a Florida corporation

By: Forrest L. Ludsen
Forrest L. Ludsen, President

CITY OF PALM COAST, a municipal corporation organized under the laws of the State of Florida

By: Richard M Kelton
Richard M. Kelton, City Manager

STATE OF FLORIDA

COUNTY OF ORANGE

This instrument was acknowledged before me this 29th day of October, 2003, by Forrest L. Ludsen, as President of Florida Water Services Corporation, a Florida corporation, on its behalf.

Kelli M. Salo
My Commission DD201170
Expires April 7, 2007

Notary Public State of Florida
Kelli M. Salo
(Print, Type or Stamp Commissioned Name

☑ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

STATE OF FLORIDA

COUNTY OF ORANGE

This instrument was acknowledged before me this 29th day of October, 2003, by Richard M. Kelton, City Manager for the City of Palm Coast, a municipal corporation organized under the laws of the State of Florida, on its behalf.

Kelli M. Salo
My Commission DD201170
Expires April 7, 2007

Notary Public State of Florida
Kelli M. Salo
(Print, Type or Stamp Commissioned Name

☐ Personally Known **OR** ☑ Produced Identification
Type of Identification Produced DRIVER'S LICENSE

EXHIBIT "A"

THE EASEMENTS

1. Those certain Easements owned by Florida Water Services Corp. referenced in that certain Special Warranty Deed by and between Palm Coast Utility Corporation and Florida Water Services Corp. recorded in Book 641, Page 1051 in the Public Records of Flagler County, Florida.

2. That certain Easement by and between BJP Corp. and Florida Water Services Corp. recorded in Book 658, Page 118 in the Public Records of Flagler County, Florida.

3. That certain Easement by and between Palm Coast and Florida Water Services Corp. recorded in Book 676, Page 1575 in the Public Records of Flagler County, Florida.

4. That certain Easement by and between Cypress Branch Inv. and Florida Water Services Corp. recorded in Book 684, Page 1370 in the Public Records of Flagler County, Florida.

5. That certain Easement by and between TAK Env. Svc. and Florida Water Services Corp. recorded in Book 697, Page 1448 in the Public Records of Flagler County, Florida.

6. That certain Easement by and between Harbor Side Dev. and Florida Water Services Corp. recorded in Book 697, Page 1453 in the Public Records of Flagler County, Florida

7. That certain Easement by and between First Coast Energy and Florida Water Services Corp. recorded in Book 697, Page 1459 in the Public Records of Flagler County, Florida.

8. That certain Easement by and between Grand Haven Comm. and Florida Water Services Corp. recorded in Book 697, Page 1464 in the Public Records of Flagler County, Florida.

9. That certain Easement by and between Cypress Point Prop. and Florida Water Services Corp. recorded in Book 697, Page 1469 in the Public Records of Flagler County, Florida.

10. That certain Easement by and between Albertson's and Florida Water Services Corp. recorded in Book 697, Page 1474 in the Public Records of Flagler County, Florida.

11. That certain Easement by and between Barbosa Plaza and Florida Water Services Corp. recorded in Book 697, Page 1480 in the Public Records of Flagler County, Florida.

12. That certain Easement by and between Longview Village and Florida Water Services Corp. recorded in Book 697, Page 1484 in the Public Records of Flagler County, Florida.

13. That certain Easement by and between World Savings and Florida Water Services Corp. recorded in Book 697, Page 1489 in the Public Records of Flagler County, Florida.

14. That certain Easement by and between Golden Palm Hosp. and Florida Water Services Corp. recorded in Book 697, Page 1493 in the Public Records of Flagler County, Florida.

15. That certain Easement by and between Hammock Forrest and Florida Water Services Corp. recorded in Book 697, Page 1498 in the Public Records of Flagler County, Florida.

16. That certain Easement by and between Sun Trust Bank and Florida Water Services Corp. recorded in Book 697, Page 1503 in the Public Records of Flagler County, Florida.

17. That certain Easement by and between Dunes Comm. Dev. and Florida Water Services Corp. recorded in Book 700, Page 1934 in the Public Records of Flagler County, Florida.

18. That certain Easement by and between Commonwealth Palm and Florida Water Services Corp. recorded in Book 700, Page 1940 in the Public Records of Flagler County, Florida.

19. That certain Easement by and between Dan A. Howell and Florida Water Services Corp. recorded in Book 712, Page 1866 in the Public Records of Flagler County, Florida.

20. That certain Easement by and between Grand Haven Comm. and Florida Water Services Corp. recorded in Book 712, Page 1870 in the Public Records of Flagler County, Florida.

21. That certain Easement by and between Grand Haven Comm. and Florida Water Services Corp. recorded in Book 712, Page 1874 in the Public Records of Flagler County, Florida.

22. That certain Easement by and between Grand Haven Comm. and Florida Water Services Corp. recorded in Book 712, Page 1878 in the Public Records of Flagler County, Florida.

23. That certain Easement by and between Grand Haven Comm. and Florida Water Services Corp. recorded in Book 712, Page 1882 in the Public Records of Flagler County, Florida.

24. That certain Easement by and between Newcastle Marine and Florida Water Services Corp. recorded in Book 712, Page 1886 in the Public Records of Flagler County, Florida.

25. That certain Easement by and between Derek Fowkes and Florida Water Services Corp. recorded in Book 712, Page 1890 in the Public Records of Flagler County, Florida.

26. That certain Easement by and between Fl. Conference and Florida Water Services Corp. recorded in Book 719, Page 1580 in the Public Records of Flagler County, Florida.

27. That certain Easement by and between Albertson's and Florida Water Services Corp. recorded in Book 736, Page 642 in the Public Records of Flagler County, Florida.

28. That certain Easement by and between Harborside Dev. and Florida Water Services Corp. recorded in Book 738, Page 122 in the Public Records of Flagler County, Florida.

29. That certain Easement by and between Ruben Anastacio and Florida Water Services Corp. recorded in Book 738, Page 129 in the Public Records of Flagler County, Florida.

30. That certain Easement by and between Florida Landmark Comm. and Florida Water Services Corp. recorded in Book 738, Page 133 in the Public Records of Flagler County, Florida.

31. That certain Easement by and between Florida Landmark Comm. and Florida Water Services Corp. recorded in Book 738, Page 138 in the Public Records of Flagler County, Florida.

32. That certain Easement by and between Florida Landmark Comm. and Florida Water Services Corp. recorded in Book 738, Page 143 in the Public Records of Flagler County, Florida.

33. That certain Easement by and between Centex Homes and Florida Water Services Corp. recorded in Book 738, Page 148 in the Public Records of Flagler County, Florida.

34. That certain Easement by and between African Amer. Cultural Assoc. and Florida Water Services Corp. recorded in Book 738, Page 153 in the Public Records of Flagler County, Florida.

35. That certain Easement by and between Cypress Edge and Florida Water Services Corp. recorded in Book 738, Page 158 in the Public Records of Flagler County, Florida.

36. That certain Easement by and between Daytona Beach and Florida Water Services Corp. recorded in Book 738, Page 164 in the Public Records of Flagler County, Florida.

37. That certain Easement by and between Howell Homes and Florida Water Services Corp. recorded in Book 771, Page 520 in the Public Records of Flagler County, Florida.

38. That certain Easement by and between Memorial Health Sys. and Florida Water Services Corp. recorded in Book 772, Page 1824 in the Public Records of Flagler County, Florida.

39. That certain Easement by and between Memorial Health Sys. and Florida Water Services Corp. recorded in Book 1772, Page 1826 in the Public Records of Flagler County, Florida.

40. That certain Easement by and between Palm Coast Pkwy and Florida Water Services Corp. recorded in Book 783, Page 857 in the Public Records of Flagler County, Florida.

41. That certain Easement by and between Z-Best Rentals and Florida Water Services Corp. recorded in Book 797, Page 972 in the Public Records of Flagler County, Florida.

42. That certain Easement by and between Karen New and Florida Water Services Corp. recorded in Book 802, Page 654 in the Public Records of Flagler County, Florida.

43. That certain Easement by and between Longview Village Dev. and Florida Water Services Corp. recorded in Book 804, Page 46 in the Public Records of Flagler County, Florida.

44. That certain Easement by and between Silver Lining Ventures and Florida Water Services Corp. recorded in Book 816, Page 944 in the Public Records of Flagler County, Florida.

45. That certain Easement by and between Karen New and Florida Water Services Corp. recorded in Book 819, Page 1465 in the Public Records of Flagler County, Florida.

46. That certain Easement by and between Belle Terre Assoc. LLC and Florida Water Services Corp. recorded in Book 820, Page 1976 in the Public Records of Flagler County, Florida.

47. That certain Easement by and between Racetrac Petroleum and Florida Water Services Corp. recorded in Book 847, Page 1359 in the Public Records of Flagler County, Florida.

48. That certain Easement by and between Johnston LLC and Florida Water Services Corp. recorded in Book 862, Page 1010 in the Public Records of Flagler County, Florida.

49. That certain Easement by and between 2M Dunes et al and Florida Water Services Corp. recorded in Book 865, Page 1275 in the Public Records of Flagler County, Florida.

50. That certain Easement by and between Palm Harbor Center Owner Assn. and Florida Water Services Corp. recorded in Book 867, Page 1693 in the Public Records of Flagler County, Florida.

51. That certain Easement by and between Palm Coast Forest et al and Florida Water Services Corp. recorded in Book 1510, Page 879 in the Public Records of Flagler County, Florida.

52. That certain Easement by and between First Baptist Church and Florida Water Services Corp. recorded in Book 883, Page 1633 in the Public Records of Flagler County, Florida.

53. That certain Easement by and between Florida Conference of Seventh Day and Florida Water Services Corp. recorded in Book 887, Page 1600 in the Public Records of Flagler County, Florida.

54. That certain Easement by and between Palm Coast Community Service and Florida Water Services Corp. recorded in Book 898, Page 1001 in the Public Records of Flagler County, Florida.

55. That certain Easement by and between Corgan Enterprises and Florida Water Services Corp. recorded in Book 901, Page 729 in the Public Records of Flagler County, Florida.

56. That certain Easement by and between Bratlof Communities Inc. and Florida Water Services Corp. recorded in Book 914, Page 804 in the Public Records of Flagler County, Florida.

57. That certain Easement by and between Bratlof Communities Inc. and Florida Water Services Corp. recorded in Book 914, Page 805 in the Public Records of Flagler County, Florida.

58. That certain Easement by and between Fl Waterway Prop/Palm Coast and Florida Water Services Corp. recorded in Book 938, Page 1794 in the Public Records of Flagler County, Florida.

59. That certain Easement by and between Palm Coast Assoc. and Florida Water Services Corp. recorded in Book 950, Page 305 in the Public Records of Flagler County, Florida.

60. That certain Easement by and between Harborside Development Corp. and Florida Water Services Corp. recorded in Book 968, Page 1446 in the Public Records of Flagler County, Florida.

61. That certain Easement by and between Florida Landmark Communities, Inc. and Florida Water Services Corp. recorded in Book 975, Page 1221 in the Public Records of Flagler County, Florida.

62. That certain Easement by and between Palm Coast Baptist Church and Florida Water Services Corp. recorded in Book 975, Page 1808 in the Public Records of Flagler County, Florida.

63. That certain Easement by and between Palm Coast Blue Water International and Florida Water Services Corp. recorded in Book 979, Page 587 in the Public Records of Flagler County, Florida.

PLEASE RETURN TO:
FLA. DEPT. OF TRANSPORTATION
DIST. BUREAU OF RIGHT OF WAY
719 S. WOODLAND BOULEVARD
DELAND, FL 32720

OFF REC 0388 PAGE 0104

This instrument prepared and legal description approved
Date: March 8, 1989 By: ANNE F. BELLOMS
City: Deland, Florida
State of Florida
Department of Transportation

PARCEL NO. 800.1
SECTION 73030-MISC.
STATE ROAD A-1-A
COUNTY FLAGLER

Form 7421-07.2

DRAINAGE EASEMENT

THIS EASEMENT made this 3rd day of April, A.D. 19 89, between I.T.T. COMMUNITY DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Delaware, as the first party, and the STATE OF FLORIDA, for the use and benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as the second party.

WITNESSETH: That the first party, in consideration of the sum of One Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement and right of way for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches and drains in, upon and through the following described land in Flagler County, Florida, to-wit:

PARCEL NO. 800 SECTION 73030-MISC.

LATERAL DITCH RIGHT (NORTHEAST) STATION 25+80.00

.55 That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on ear' side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 501.01 feet; thence North 48°36'13" East, a distance of 90 feet to the Easterly right of way line of Relocated State Road A-1-A, and the POINT OF BEGINNING of this centerline description; thence continue North 48°36'13" East, a distance of 20 feet to the end of this centerline description; containing 400 square feet, more or less.

ALSO, LATERAL DITCH LEFT (SOUTHWEST) STATION 26+05.70

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 526.71 feet; thence South 48°36'13" West, a distance of 90 feet to the Westerly right of way line of Relocated State Road A-1-A; thence continue South 48°36'13" West, a distance of 2.08 feet; thence South 03°36'13" West, a distance of 23.42 feet to the POINT OF BEGINNING of this centerline description; thence North 03°36'13" East, a distance of 23.42 feet; thence North 59°24'58" West, a distance of 155.21 feet to the end of this centerline description; containing 3,395 square feet.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 00.55

DONATION

PARCEL NO. 800.1
SECTION 73030-MISC.

more or less, exclusive of area within the 180 foot right of way for Relocated State Road A-1-A.

ALSO, LATERAL DITCH LEFT (WESTERLY) STATION 31+50.00

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 1,019.01 feet to the beginning of a curve concave to the Easterly and having a radius of 1,273.24 feet; thence along said curve through a central angle of 2°20'24" a distance of 52.00 feet to Station 31 +50.00 and the POINT OF BEGINNING of this centerline description; thence South 50°56'37" West, a distance of 139.96 feet to the end of this centerline description; containing 999 square feet, more or less, exclusive of area within the 180 foot right of way for relocated State Road A-1-A.

ALSO, LATERAL DITCH RIGHT (EASTERLY) STATION 31+50.00

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 1,019.01 feet to the beginning of a curve concave to the Easterly and having a radius of 1,273.24 feet; thence along said curve through a central angle of 2°20'24" a distance of 52.00 feet to Station 31 +50.00 and the POINT OF BEGINNING of this centerline description; thence North 50°56'37" East, a distance of 140.04 feet to the end of this centerline description; containing 1,001 square feet, more or less, exclusive of area within the 180 foot right of way for relocated State Road A-1-A.

ALSO, LATERAL DITCH LEFT (WESTERLY) STATION 42+00.00

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 1,019.01 feet to the beginning of a curve concave to the Easterly and having a radius of 1,273.24 feet; thence along said curve through a central angle of 49°35'24" a distance of 1,102.00 feet to Station 42+00.00 and the POINT OF BEGINNING of this centerline description; thence North 81°48'23" West, a distance of 119.96 feet to the end of this centerline description; containing 599 square feet, more or less, exclusive of area within the 180 foot right of way for relocated State Road A-1-A.

PARCEL NO. 808.1
SECTION 73030-MISC.

ALSO, LATERAL DITCH LEFT (WESTERLY) STATION 46+06.50

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 1,019.01 feet to the beginning of a curve concave to the Easterly and having a radius of 1,273.24 feet; thence along said curve through a central angle of 51°16'16" a distance of 1,139.36 feet to the end of said curve; thence North 09°52'29" East, a distance of 369.23 feet to Station 46+06.59; thence North 80°07'31" West a distance of 90 feet to the Westerly right of way line of Relocated State Road A-1-A and the Point of Beginning of this centerline description; thence South 33°00'19" West, a distance of 121.47 feet to the end of this entire centerline description; containing 2,429 square feet, more or less.

ALSO, LATERAL DITCH RIGHT (EASTERLY) STATION 46+30.00

That part of:

"Subdivision Plat Section 88" as recorded in Map Book 26, Pages 4 and 5, public records, Flagler County, Florida;

lying within 10 feet on each side of the following described ditch centerline:

Commence on the South line of Section 38, Township 10 South, Range 31 East, at a point 244.44 feet North 67°46'01" East along said line from the Northeast corner of Section 39, said Township and Range, and run North 05°22'10" East a distance of 109.27 feet to the beginning of a curve concave to the Westerly and having a radius of 1,041.74 feet; thence along said curve through a central angle of 46°45'57" a distance of 850.29 feet to the end of said curve; thence North 41°23'47" West, a distance of 1,019.01 feet to the beginning of a curve concave to the Easterly and having a radius of 1,273.24 feet; thence along said curve through a central angle of 51°16'16" a distance of 1,139.36 feet to the end of said curve; thence North 09°52'29" East, a distance of 392.64 feet to Station 46+30.00; thence South 80°07'31" East, a distance of 90 feet to Easterly right of way line of Relocated State Road A-1-A and the POINT OF BEGINNING; thence continue South 80°07'31" East a distance of 20 feet to the end of this centerline description; containing 400 square feet, more or less.

The lands herein described contain in the aggregate 9,223 square feet (0.212 acre), more or less.

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns from all claims for damage, if any, arising from or growing out of such construction and/or maintenance to the lands, if any, owned by the first party, lying adjacent or contiguous to the lands hereinabove described and the party of the first part will defend the title to said lands against all persons claiming by, through or under the said party of the first part.

PARCEL NO. 800.1
SECTION 73030-MISC.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name by its xxxxxxxxxxxxxxxxxxxxxx President, and its corporate seal to be hereto affixed, attested by its xxxxxxxxxxxxxxxxxxxxxxxxx Secretary, on the date first above written.

Signed, sealed and delivered in the presence of:

I.T.T. COMMUNITY DEVELOPMENT CORPORATION

BY _____ Its President

ATTEST _____ Its Secretary

(CORPORATE SEAL)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 3rd day of April, 19 89 by James E. Gardner of ITT Community Development Corporation a Delaware Corporation, on behalf of the Corporation.

Notary Public in and for the County and State aforesaid.

Notary Public, State of Florida
My Commission Expires June 1, 1992

(SEAL)

89 005343
FILED & RECORDED
O.R. BOOK 388 PAGE 107

MAY 11 1989
Gwendolyn Lewis
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

CIRCUIT COURT FLAGLER COUNTY