

**DEER ISLAND HOMEOWNERS ASSOCIATION OF
KILLARNEY, INC**

**(CC&RS) DECLARATION OF COVENANTS &
RESTRICTIONS**

DEER ISLAND

2320185 ORANGE
CO., FL

MAY 22 3 18 PM '85

DECLARATION OF COVENANTS AND RESTRICTIONS

C.R. 3644 PG 1571

THIS DECLARATION made this 12-7-85 day of MAY, 1985, by DEER ISLAND, INC., a Florida corporation, hereinafter referred to as the "Developer", joined by IRRGANG-BRADFORD PARTNERSHIP, a Florida partnership, hereinafter referred to as "I-B", as owner of Lots 82 through 89 inclusive and lot 73, of the Existing Property, and portions of the Common Property, and also joined by THE IRRGANG PARTNERSHIP, hereinafter referred to as "Irrgang", as owner of Lots 71 and 72, and lot 90 of the Existing Property, and portions of the Common Property.

W I T N E S S E T H:

WHEREAS, Developer, I-B, and Irrgang, are the owners of the following described real property situate, lying and being in Orange County, Florida, to-wit:

That certain real property described in the Plat of Deer Island, according to the Plat thereof as recorded in Plat Book 15, Page 62-69, of the Public Records of Orange County, Florida; and

WHEREAS, the above-described real property shall hereinafter be referred to as the "Existing Property"; and

WHEREAS, Developer or its affiliates may acquire title to additional real property adjacent to the Existing Property, which real property shall sometimes hereinafter be referred to as "Additions to Existing Property"; and

WHEREAS, it is contemplated that real property classified as Existing Property, and, to the extent annexed by Developer pursuant to Article II hereof, Additions to Existing Property, is to be developed into single family residential dwellings in a residential community with streets, street lights, open spaces, and such other common facilities for the benefit of the said community as may be specifically designated on the plat of the Existing Property or any plats of Additions to Existing Property; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said streets, street lights, open spaces and other common facilities as may be specifically designated on the plats of the Existing Property and Additions to

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APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

MAY 21 1985

Existing Property and, to this end, desires to subject the Existing Property, and, if and when annexed the Additions to Existing Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Existing Property and the Additions to Existing Property, if and when annexed, and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a nonprofit corporation and/or certain subcorporations to which should be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a nonprofit corporation, Deer Island Homeowners' Association, Inc., for the purpose of exercising the powers and functions aforesaid and as hereinafter set forth.

NOW, THEREFORE, the Developer, I-B and Irrgang for themselves and their successors and assigns, declare that the Existing Property and such portion of the Additions to Existing Property, as are actually annexed pursuant to Article II and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Deer Island Homeowners' Association, Inc.

(b) "Existing Property" shall mean and refer to all that certain real property described in the plat of DEER ISLAND, according to the Plat thereof as recorded in Plat Book _____, Page _____, of the Public Records of Orange County, Florida.

(c) "Addition to Existing Property" shall mean and refer to each parcel of real property (other than the Ex-

isting Property) which becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Specifically, Addition to Existing Property may include all or any portion of the lands comprising the interior portion of Deer Island which is described on Exhibit "A" attached to this Declaration. Said lands may be annexed in whole or successive portions at the sole option of Developer. While it is Developer's present plan to annex such property, nothing herein shall be deemed to obligate Developer to do so.

(d) "Common Property or Properties" shall mean and refer to those areas of land, open spaces, green belts, and all private streets located thereon, shown on any recorded subdivision plat of the Existing Property or any Addition to Existing Property and intended to be conveyed to the Association for the common use and enjoyment of the Owners of all Lots in the Existing Property and any Addition to Existing Property. All streets depicted on the plat of the Existing Property or of any Addition to Existing Properties are not intended to be dedicated to the public and shall be included in the definition of "Common Property or Properties".

(e) "Lot" shall mean and refer to each plot of land set aside for purposes of improvement as a residential homesite and depicted upon any recorded subdivision plat of the Existing Property or any Addition to Existing Property.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Existing Property or any previously annexed Addition to Existing Property, including the Developer with respect to each unsold Lot; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee of Lots unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety, majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(g) "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2, hereof.

(h) "Developer" shall mean and refer to Deer Island, Inc., a Florida Corporation, and its successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS TO EXISTING PROPERTY

Section 1. Property Subject to Declaration. The Existing Property and all Additions to Existing Property, once annexed pursuant to this Article, are and shall be, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Existing Property.
Additional land may become subject to this Declaration as follows:

(a) Recordation of Additional Declarations.
~~Additional land may become subject to this Declaration by re-~~
cordation of additional Declarations containing essentially the same substance as the instant Declaration. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Association shall be uniform as between all phases of Deer Island. Annexation of Additions to Existing Property shall be made at the sole discretion of Developer and Developer shall not be obliged to obtain the consent of any Owner, the Association, or the holder of any mortgage on any Lot.

(b) Additions in Accordance with Developer's Plan of Development. The Developer, its successors and assigns, shall have the right but not the obligation to bring within the scheme of this Declaration additional adjacent properties in future phases of the development, which additional properties include real property to which Developer may hereafter acquire title.

The additions authorized under this and the preceding subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such Addition to Existing Property.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(c) Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, the rights and obligations of each may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration and any Supplemental Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration, except as hereinafter provided.

Section 3. General Provisions Regarding Additional Property. Regardless of the above method used to include additional property within the scheme of this or any Supplemental Declaration, no addition shall revoke or diminish the rights of the Owners to the utilization of the Common Properties as established hereunder or as established under the terms of any Supplemental Declaration, except to grant to the owners of the properties being added the right to use the Common Properties and to proportionately change voting rights and assessments with respect thereto.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

Section 1. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, by By-Laws and this Declaration. Neither the Articles of Incorporation nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. Copies of the initial Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "B" and "C", respectively.

The officers and directors of the Association shall be required to be either (a) Members of the Association, or (b) officers, directors, agents, representatives or employees of the Developer. A Board of Directors of the Association, and such officers as the Board may elect or ap-

point, shall conduct the affairs of the Association in accordance with the Declaration, and the Association Articles of Incorporation and By-Laws.

Anything in this or any Supplemental Declaration, the Association Articles of Incorporation or By-Laws to the contrary notwithstanding, the Developer shall be entitled to elect to the Board of Directors of the Association a majority of the members thereof until such time as Developer has sold fifty-one (51%) percent of the Lots within both the Existing and all potential Additions to Existing Properties. Once sales of fifty-one percent (51%) of the said Lots have been closed, a special meeting of the Members shall be called by the Board of Directors of the Association in accordance with Article XIII of the By-Laws for the purpose of electing a new Board of Directors.

Section 2. Membership. Every person or entity who ~~is a record owner of a fee or undivided fee interest in any~~ Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Developer shall be a Member with respect to each Lot owned by it.

Section 3. Voting Rights The Association shall have a single class of voting membership. Each Member of the Association shall be entitled to one vote for each Lot in which such Member holds the interest required by Section 2 of this Article for Membership.

The vote or votes for each Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their votes or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one person shall at any time be the Owner of any Lot, all such persons shall be Members and the vote for each such Lot shall, subject to the provisions of the foregoing paragraph, be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any Lot. For purposes of determining the votes allowed under this Article,

no tenant or lessee of a Lot shall be entitled to any voting rights in the Association.

Section 4. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Existing Property and each and every Addition to Existing Property.

(a) Annexed Lands. Accept as part of the development all real estate annexed pursuant to Article II of this Declaration, and accept all Owners thereof as Members of the Association as are subject to the membership requirements set forth herein and in the By-Laws.

(b) Enforcement. To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and By-Laws.

(c) Operation and Maintenance of Common Property. To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Properties; to keep all improvements of whatever kind and for whatever purpose from time to time located on the Common Property in good order, condition and repair; and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times. The maintenance and repair of streets lying within the Existing Property and Additions to Existing Property, which streets have not been dedicated to a political subdivision or public authority, shall be the responsibility of the Association as a common expense to all Owners.

(d) Water and Other Utilities. Acquire, provide and/or pay for water, sewage disposal, garbage disposal, electrical, telephone and gas, and any other necessary utility services for the Common Properties.

(e) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association, Common Property and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the

Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Properties appurtenant to such Owner's Lot constitutes an interest in real property on an equal basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each Lot and any assessment directly against such Common Properties should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

(f) Dedication for Public Use. Upon being directed from time to time by the Developer to do so prior to relinquishment of control of the Association by the Developer, and thereafter at the discretion of the Association, to promptly dedicate such streets, roads, drives and such water, sewage disposal or other utilities to utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Developer during Developer control and, thereafter, at the discretion of the Association for the purpose of facilitating the development and utilization of the Existing Property and the lands described on Exhibit "A", whether or not annexed. After loss of Developer control of the Association, the Association shall not withhold unreasonably the grant of any easement requested by the Developer for drainage, ingress, egress or utilities through the Common Property for the benefit of the use, enjoyment and development of the lands described on Exhibit "A" in the event Developer elects not to annex same to the scheme of this Declaration. The Association shall be obligated to keep and properly maintain the landscaping of the medians within all roadways and dedicated rights-of-way within the Existing Property and Additions to Existing Property.

(g) Insurance. To obtain and maintain insurance as provided for by the By-Laws of this Declaration or as desired by the Association.

(h) Rule Making. To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association and which are not inconsistent with the terms of this Declaration.

(i) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulations of the Association.

Section 5. Powers and Authority of the Association.

The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association including the following which are listed without intent to limit the foregoing articulation:

(a) Assessments. To levy assessments on the Owners of Lots and to enforce payment of such assessments, ~~all in accordance with the provisions of this Declaration.~~

(b) Right of Enforcement. In its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration, the rules and regulations promulgated by the Association, the Articles of Incorporation of the Association or the By-Laws of the Association and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

(c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over and under the Common Properties and any streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein, or thereunder (i) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity, telephone, community television, radio and audio and antenna facilities and for other similar purposes, (ii) public sewers, storm water drains and pipes, water systems, sprinkler systems, water and gas lines or pipes, and (iii) any similar public or quasi-public improvements, facilities, or utilities.

(d) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into the contracts for such purpose. Such manager and employees shall have the right to ingress and egress over such portions of the development as may be reasonably necessary for the purpose of performing such business, duties and obligations.

(e) Right of Entry. Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all the provisions of Article VIII of this Declaration, for the purpose of maintaining and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by Article VIII, or as reasonably required to promote or protect the general health, safety and welfare of the residents and the users of the development properties.

(f) Maintenance and Repair Contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose from time to time located ~~upon or within the Common Properties.~~

(g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or the By-Laws, as the Association may deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of the ARB, Owners, their tenants or guests, including, but not by way of limitation, fire and extended coverage insurance covering the Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile nonownership insurance, and performance and fidelity bonds.

(h) Utility Service. To contract and pay for, or otherwise apply for, any necessary utility services, including, but without limitation, water, sewage disposal, garbage, electrical, telephone and gas services.

(i) Professional Services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and nonprofessional services as the Association deems necessary.

(j) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any roads, drives, parking areas, or other paved areas upon any portion of the development not dedicated to any governmental unit.

(k) Maintenance of Road Edges and Medians. To contract and pay for the maintenance and landscaping of all medians and edges of roadways or rights-of-way within the de-

velopment whether or not said roadways or rights-of-way have been dedicated to a governmental unit or public authority.

(l) Protective Services. To contract and pay for, or otherwise provide for, fire, security, and other such protective services as the Association shall from time to time deem appropriate for the benefit of the development, the Owners, their tenants and guests.

(m) General Contracts. To contract and pay for, or otherwise provide, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(n) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Article, every Member of the Association shall have a nonexclusive right, license, privilege and easement of use and enjoyment in and to the Common Properties and such rights shall be appurtenant to and shall pass with the title to every Lot. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Properties for all lawful purposes; and

(b) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, water, sewers and drainage lines which may from time to time be located or installed in the Common Properties; and

(c) Rights to use and enjoy the Common Properties for recreational and any other purpose not inconsistent with this Declaration, any applicable Supplementary Declaration, the By-Laws, the Articles of Incorporation, or the rules and regulations of the Association.

Section 2. Title to Common Properties. The Developer may retain the legal title to all or any portion or portions of the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey or turn over certain items of the Common Properties and retain others. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey to the Association all Common Properties located within the Existing Property and any annexed Additions to Existing Property when the Developer has legally conveyed to Owners fifty-one (51%) percent of the Lots within the general plan of development. The conveyance of the Common Properties to the Association shall be by General Warranty Deed, subject, however, to current taxes and easements and restrictions of public record, and said deed shall be deemed to contain the following covenant which shall run with the land, ~~whether or not specifically set forth in such conveyance~~, and shall be binding upon the Association, its successors and assigns for so long as this Declaration or any Supplementary Declaration shall remain unrevoked:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter located thereon, shall, throughout the useful life thereof, at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to and deterioration of roadways, walkways, buildings, outdoor lighting, tennis and racquetball courts, fences and landscape maintenance.

Section 3. Extent of Members' Easements. The rights and nonexclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association, to suspend the enjoyment right of any Member, except as to ingress and egress to and from such Member's Lot through the streets, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of this Declaration or the published rules and regulations; and

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast

two-thirds (2/3) of the votes, and their Mortgagees, has been executed in accordance with the requisites for execution of a deed conveying real property and recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(c) The right of the Developer without membership or Association or Mortgagee approval to grant or dedicate to a governmental agency or to a utility, and to reserve easements and rights-of-way, in, through, under, over and across the Common Properties, or to direct the Association to grant, dedicate, or reserve same after conveyance of the Common Properties to the Association, for ingress and egress, and for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and ~~other utilities, and for the completion of the development~~ of the Existing Property and of the lands described on attached Exhibit "A" without regard to whether same has been or will be annexed.

Section 4. Phase of Development in Which Common Property Located Not Controlling As To Use. The rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a phase of Deer Island in which such Member does not own a Lot. Designation by Developer of property as Common Property belonging to the Association (or the Developer prior to conveyance to the Association) shall result in membership use entitlement, regardless of the phase in which the Lot is acquired or located.

Section 5. Easement Reserved Unto Developer Over Lots and Common Property. The Developer hereby reserves unto himself, his successors and assigns, perpetual, nonexclusive easements over, upon, under and across all Common Property and all property lying outside the building setback lines of every Lot (as determined by applicable zoning and subdivision laws) shown on any present and future recorded subdivision plat of the Existing Property or any Addition to Existing Property for purposes including, but not be limited to (a) the right to use the said lands for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or utilities, (b) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain

reasonable standards of health, convenience, safety and appearance, (c) the right to locate on Common Property wells and pumping stations, (d) the right and easement of ingress and egress for purposes of development and construction, and (e) to otherwise complete in an orderly and economic manner the development of the Existing Property as well as the lands described on Exhibit "A" whether or not same is ever annexed to the scheme of this Declaration; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets, within the Common Properties or within any easement areas for purposes of serving other portions of the Existing Property or any portion of the lands described on Exhibit "A" whether or not same are annexed. Finally, the Developer reserves the right to establish and continue to use any sales offices, signs or parking spaces located on the Common Properties in its effort to market lots or homes constructed within the development. In the event that all of the lands described on Exhibit "A" to this Declaration have not been annexed to the scheme of this Declaration prior to the conveyance or conveyances of title to the Common Property to the Association, Developer shall be entitled to reserve in each deed of Common Property (1) perpetual, nonexclusive easements of ingress and egress over all streets shown on the plat of the Existing Property or on any plat of any Addition to Existing Property for the purpose of assuring continued access to all or any portion of the lands described on Exhibit "A" that have not been so annexed, and (2) perpetual, nonexclusive easements for utilities purposes over, under and through the Common Properties and portions of lots lying outside building setback lines, as more specifically set forth in Section 5 of this Article, and (3) perpetual, nonexclusive easements of use and enjoyment over all Common Property for the purpose of allowing the use of the lands and improvements comprising Common Property by the owners and occupants (and their licensees and guests) of the lands described on Exhibit "A" but not annexed to the scheme of this Declaration. In the event the foregoing easements numbers "(1)" or "(3)" reserved by Developer, then Developer shall impose upon the lands benefitted by such easements and prior to the sale or development of same covenants and restrictions enforceable by the Association and secured by a lien in favor of the Association requiring the owners of the benefitted lands to contribute toward the costs of maintenance and repair of the improvements and lands encumbered by the easements on an equitable basis as determined by Developer. The easements and rights-of-way

herein reserved shall be deemed to be repeated in each Warranty Deed conveying Common Property to the Association, whether or not stated therein, and shall continue in existence in favor of Developer after conveyance of Common Properties to the Association and Lot to an Owner until such time as such rights are specifically and expressly relinquished by Developer by reference to this provision. This paragraph may not be amended without the consent of the Developer.

Section 6. Encroachment on Lots or Common Properties. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed by Developer encroaches on any Lot or the Common Properties, it shall be deemed that the Owner of such Lot or the Association has ~~granted a perpetual easement to the Owner of the adjoining~~ Lot or to the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structure if same are constructed in substantial conformity with the original encroaching structure or improvement.

Section 7. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to the designated Association, Developer, and Owners; provided, however, any Owner or the Developer may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Properties to the rules and regulations of the Association, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment.

(a) Each Owner of any Lot in the Existing Property and in each Addition to Existing Property, which has

been annexed pursuant to Article II of this Declaration, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, hereby covenants and agrees to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including court costs and a reasonable attorneys' fees, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

~~(b) Exempt Property. The following property~~
subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(i) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(ii) All Common Properties as defined in Article I, Section 1, hereof.

Except as set forth in this subparagraph (b), no Lot or any portion thereof shall be exempt from assessments, charges or liens.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Existing Property and each annexed Addition to Existing Property and, in particular, for the improvement and maintenance of properties, services, and facilities which have been constructed, installed, or furnished or may subsequently be constructed, installed, or furnished which are related to the operation, use and enjoyment of the Common Properties, including, but not limited to:

(a) Payment of operating expenses of said Association, including, without limitation, real estate taxes and insurance; and

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and

signs and traffic control devices, and costs of controlling and regulating traffic on the access ways; and

(c) Maintenance, improvement and operation of drainage easements and systems lying outside the Lots; and

(d) Management, maintenance, improvement and beautification of landscaping on Common Properties, buffer strips, recreation areas and rights-of-way, and the facilities located thereon; and

(e) Garbage collection and trash and rubbish removal when and to the extent specifically authorized by said Association, and

(f) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Properties, and/or in furnishing the services and facilities provided herein to or for the Members of the Association; and

(g) Repair and maintenance of all streets and roadways situate upon the Common Properties which have not been dedicated to any governmental unit; and

(h) Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of general benefit to the Owners or occupants of the Existing Property and each annexed Addition to Existing Property.

Section 3. Annual and Special Assessments.

(a) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be a monthly assessment of Twenty-Five Dollars (\$25.00) per Lot, payable in advance, semi-annually on January 1 and July 1 of each year. This assessment shall be prorated in the first year as to Lots in the Existing Property from the date set by the Board of Directors as set forth in Section 5 until the next semi-annual installment due date. As to Lots in each Addition to Existing Property, the assessment shall be prorated in the first year from the date that the Supplemental Declaration annexing such Addition to Existing Property is recorded until the next semi-annual installment due date. Each installment of assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer. The Developer shall

account to the Association for any such funds received and expended, and shall deliver to the Association the balance of any funds upon activation of the Association.

(b) Increase of Assessments. Each year, the Board of Directors of the Association shall consider current maintenance costs and future needs of the Association and fix the actual assessment in advance for each year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

Section 5. Date of Commencement of Assessment; Due Dates. The annual assessments provided for in Section 3 shall commence on that date (which shall be the first day of the month) fixed by the Board of Directors of the Association.

The first annual assessments shall be made for the balance of the relevant semi-annual period and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year, shall become due and payable one-half (1/2) on the first day of January of said year, and one-half (1/2) on the first day of July of that year.

The amount of the annual assessment which may be levied as to each Lot for the balance remaining in the first semi-annual period of assessment shall be an amount which bears the same relationship to the semi-annual assessment provided for in Section 3 hereof as the remaining number of months in that period bears to six. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Lot which is hereafter added to the Existing Property at a time other than the beginning of an assessment period.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting, shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall upon demand at any time furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. As against all other than the Owner at the date of such certificate, such certificate shall be conclusive ~~evidence of payment of any assessment therein stated to have been paid.~~

Section 8. Effect of Nonpayment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to the ownership of which the assessment accrued which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the highest rate allowed by law, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment interest, costs of collection and court costs, and reasonable attorneys' fees, including costs and fees incurred on appeal. Reasonable attorneys' fees and costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Lot a Seventy-Five Dollars (\$75.00) lien fee may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter encumbering any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or pursuant to other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Subdivision Architectural Control. No

~~building, fence, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior~~ of existing structures or improvements, or in the landscaping (except landscaping located in a concealed and fenced courtyard or privacy area adjacent to a residence) shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the "ARB". The provisions of this paragraph shall not apply to the Developer.

(a) Duties and Powers of ARB. The ARB shall have the following duties and powers:

(i) To promulgate from time to time residential planning criteria for the Existing Property and each Addition to Existing Property, at the discretion of the ARB. However, any said planning criteria shall be set forth in writing and made known to all Members and to all prospective Members of the Association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration; and

(ii) To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected

or maintained upon the Existing Property or any Addition to Existing Property and to approve any exterior additions to, or changes or alterations therein, as herein provided, and to approve building plans and specifications and Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for Deer Island or lands contiguous thereto, such alteration or improvement shall not be made; and

(b) Approval or Disapproval. Two (2) sets of plans specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The ARB approval or disapproval, as required by this Declaration, shall be in writing and set forth on one ~~copy of the plans, etc., to be returned to the Owner.~~ The remaining copy shall become the property of the ARB. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related criteria shall be deemed to have been fully complied with. Developer, the ARB, any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

The work approved must be performed substantially in accordance with the plans, specifications and plot plans, as submitted and approved.

Section 2. Enforcement of Planning Criteria. The Developer and the Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof or of the planning criteria after thirty (30) days written notice, the Developer, and the Association shall have the right to enter upon the Lot, make such correction or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria, and charge the cost thereof to the Owner. Should the Developer or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Developer and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner

arising out of activities permitted by this section unless caused by negligence.

Section 3. Exemption for Developer. Any provisions of this Declaration to the contrary notwithstanding, for so long as Developer, its successors or assigns, shall hold for sale in the ordinary course of business a Lot or residence in the Existing Property or any Addition to Existing Property, Developer shall be exempt from the requirements of this Article VI with respect to approval by the ARB of plans and specifications for construction or alteration of any structure or improvement.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon any Lot or upon the exterior of any residence situated thereon; subject, however, to the following provisions. Prior to performing any maintenance on a Lot or exterior of a residence located thereon, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot or residence, the Association must furnish twenty (20) days prior written notice to the Owner at the last address listed in the Association's record for said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Association shall procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Association shall have the right to paint, clean, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, as well as general lot cleanup and removal of debris which, in the opinion of the Association, detracts from the overall beauty and setting of the Existing Property and Additions to Existing Property.

Section 2. Assesment of Cost. The cost of such Lot or exterior maintenance shall be assessed against the Lot upon which such maintenance is done upon completion and shall be secured by a lien upon the Lot as well as being a

personal obligation of the Owner. The said assessment shall be collectible, along with costs of collection and attorneys' fees, in the same manner as delinquent assessments, as provided in Article V hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of the exterior maintenance for that year, but the Board shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof. The costs and fees incurred by the Association pursuant to this and the foregoing section shall accrue interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence at reasonable hours on any day except Sundays and holidays (except that in an emergency situation, as determined by the Association, such notice need not be given and entry may be made on any day and hour).

Section 4. Insurance on Common Areas. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering the Association and each Association Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in or with respect to the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities within the Common Properties in an amount equal to the full replacement values of the improvements, and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association as a common expense. Insurance limits shall be such amounts as shall be determined by the Board of Directors of the Association.

ARTICLE VIII

RESTRICTIVE COVENANTS

The Existing Property and Additions to Existing Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner who shall hereafter acquire a Lot and shall be binding upon their respective guests, tenants, heirs, personal representatives, successors and assigns, as follows:

Section 1. Land Use. No Lot or residence shall be used except for residential purposes. No business, trade, profession, or commercial activity or enterprise shall be conducted in the Existing Property or any Addition to Existing Property, except by Developer for the purpose of developing and marketing Lots at Deer Island. No building shall be erected upon any Lot, except by Developer, without prior approval thereof by the ARB as hereinabove set forth.

Section 2. Landscaping. Every Lot upon which a residence shall have been constructed shall be fully landscaped and have installed an underground irrigation system within ninety (90) days of occupancy or completion of the residence, whichever shall first occur. All lawns must be edged at the pavement's edge and at the sidewalk and driveway edges.

Section 3. Nuisances. No nuisances shall be ~~allowed upon the property~~, nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, nor shall any improper, offensive or unlawful use be made of any Lot or of the Common Properties. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

Section 4. Rules and Regulations. Regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Common Property shall be observed by the Members; provided, however, that copies of such rules and regulations shall be made available to each Member prior to the time same become effective.

Section 5. Animals. Dogs and cats may be kept as pets only, and shall not be held or offered for sale or any commercial use. Dogs and cats which are kept as pets shall be sheltered inside residential or garage structures; no animal shelter shall be permitted outside unless approved in advance by the ARB. No other animals, poultry or livestock shall be kept or maintained on any Lot.

Section 6. Clotheslines. No garments, laundry, rugs or other articles may be aired or dried on any Lot unless such items are hung on a removable, folding umbrella type clothesline unit, which unit must be removed before nightfall. This folding umbrella unit shall be placed at the rear of the residence and within the area encompassed by a rearward extension of the side lines of the residence. No other type of clothesline shall be permitted on any Lot.

Section 7. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such

sanitary containers must be stored in each home or garage, or within any enclosure designed therefor, which must be at least five (5) feet from any Lot line, and may be put outside the night before collections only.

Section 8. Parking. All trucks in excess of one and one-half (1 1/2) ton, commercial vehicles, machines, boats, house trailers, mobile homes, campers, recreational vehicles, or trailers of any description must be stored or parked in a fully enclosed garage or be screened from view by a screening fence as approved by the ARB in advance as hereinafter provided in Article VIII, Section 25. Trucks and commercial vehicles may only park on the streets temporarily for pick-up, delivery and other services. Boats, boat trailers, campers, mobile homes, recreational vehicles, and trailers may only park temporarily (not to exceed twenty-four (24) hours). However, guests of Lot Owners may park recreational vehicles on the premises for up to one week with a maximum of three (3) weeks guest parking allowed per year.

Section 9. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

Section 10. Vehicles and Repairs. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage or screened from view by an ARB approved enclosure. There shall be no major repair performed on any motor vehicle in the subdivision. All automobiles, trucks, boats, trailers, and other vehicles shall be stored and kept in the garage or screened from view by an ARB approved enclosure. On-street parking is prohibited except in emergencies. All vehicles shall have current license plates.

Section 11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on each Lot within ten (10) feet from the intersection of the street property lines with the edges of the driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at six feet above grade so as to prevent obstruction of such sightlines.

Section 12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 13. Planting and Removal of Trees, etc. The ARB shall maintain a list of landscaping trees, plants, shrubs, grasses and other landscaping components which shall be considered as approved for use at Deer Island. No other landscaped components may be utilized without advance written approval of ARB. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees of four inches in diameter at two feet above natural grade can be cut or removed without advanced written approval of the ARB.

Section 14. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of residences on corner Lots, and always within the set back lines. All such accessories or structures should be of natural materials and of natural earth tone colors.

Section 15. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected or maintained on any Lot, unless prior written approval of the ARB is obtained; provided, however, one sign containing not in excess of four square feet of surface area on each side (2 sides maximum) used solely in connection with the marketing for sale of a Lot and/or residence thereon shall be permitted without prior approval. This section shall not apply to the Developer.

Section 16. Window Air-Conditioning Units. No window air-conditioning units shall be permitted on the front of a residence or on a portion of a residence visible from the street.

Section 17. Garages. No carports shall be permitted. Each residence shall include an enclosed garage with an automatic garage door opener. All garages and garage doors must be maintained in useable condition and garage doors fronting toward the street will not be allowed. All driveways must be paved with concrete, paving stones, brick, or other paving material of a permanent nature.

Section 18. Dwelling Size and Occupancy. Each residence shall have a minimum living area of 2,000 square feet, exclusive of basements, garages, breezeways, terraces and similar appurtenances. No residence shall be occupied

until the construction thereof has been completed in accordance with the plans, specifications and plot plan approval by the ARB; provided, however, this sentence shall not apply to Developer.

Section 19. Lot Size. The Developer shall have the exclusive right and power to further subdivide or alter, or to consent to the alteration or subdivision of, any existing or future Lot for so long as Developer owns for sale in the ordinary course of business any Lot in the Existing Property or any Addition to Existing Property. Thereafter, alteration or resubdivision of any Lot shall require approval of the Board of Directors of the Association.

Section 20. Maintenance of Protective Screening. Any protective screening constructed by Developer along exterior Lot lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influences, shall be maintained by the Homeowners' Association, at the Homeowners' Associations' expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence of the adjacent properties with the exception of the landscaped buffer along State Road 50 which will be maintained by the Homeowners' Association.

Section 21. Drainage Structures. No person, without the prior written approval of the Association, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by the Developer from, on and over any Lot, or the Common Properties; nor shall any structure be erected, placed or maintained which shall in any way obstruct or alter such drainage devices or facilities or impede their efficient operation.

Section 22. Exterior Window Treatment. Window treatments in all residences which are visible to the exterior shall be of a uniform exterior appearance throughout.

Section 23. Antennas. No antenna, or satellite dish or similar appliance shall be erected on or about any residence or any Lot without the prior written approval of the ARB in accordance with the provisions of Article VI hereof.

Section 24. Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

Section 25. Fences. Fences shall be subject to prior written approval of the ARB. In no event shall such fence exceed six (6) feet in height above existing finished grade except in the case of a swimming pool privacy fence which will be allowed in the rear yard upon prior written approval by the ARB, nor shall any such fence be constructed between street and rear line of the house. Fences are prohibited along the street sides of the lots.

Section 26. Lake Shore Clearing. Owners shall only be permitted to clear that amount of the lakeshore as permitted under the Orange County Lakeshore Protection Ordinance (currently, thirty (30) linear feet or twenty (20%) percent of shoreline, whichever is greater).

Section 27. Lakeside Swales Construction. Owners, and/or the Homeowners' Association will be required to maintain the swale for pollution control purposes in order to protect the public health, safety and welfare and the water quality of Johns Lake. Further, Orange County may enforce this particular covenant and will be entitled to recover costs and attorneys fees for any such successful legal action.

Section 28. Mailboxes. Any mailboxes must be enclosed in decorative brick or stone or wood pillars or other materials and treatments as approved by the ARB. No plain mailboxes on posts will be allowed.

Section 29. Sidewalks. All lot owners in Deer Island Phase I will be required to construct a 4' sidewalk along their lot frontage at the time of home construction. In the case of existing residences within 120 days of recording of this declaration. Sidewalk maintenance is the responsibility of the lot owner.

ARTICLE IX

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions and any and all covenants and restrictions supplemental hereto for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or therein, or between the two, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions which do not lower the standards of the covenants and restrictions herein contained or contained in any Supplemental Declaration, and (c) to release any Lot or residence thereon from any part of the covenants and restrictions contained herein or in any Declaration supplemental hereto which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Developer for so long as the Developer owns any Lot in the

Existing Property or any portion of the lands described on Exhibit "A" for the purpose of sale in the ordinary course of business, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on the Existing Property or any Additions to Existing Property.

ARTICLE XI

AMENDMENT

Except as to provisions relating to amendments as set forth herein or in any Supplemental Declaration regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any provisions, covenants, or restrictions set forth herein or in any Supplemental Declaration of Covenants and Restrictions may be amended in accordance with this provision. The Owners of at least two-thirds (2/3) of the Lots affected by this Declaration or any Supplemental Declaration may change or amend any provision hereof or of any Supplemental Declaration, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment, or by causing a certified copy of a duly adopted resolution of the Owners to be prepared and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be initiated by the Developer, the Association, or by petition signed by fifteen (15) percent of the then Owners of the Lots affected by the Declaration to be amended. A written copy of the proposed amendment shall be furnished to each Owner of a Lot affected by the Declaration to be amended at least sixty (60) but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties shall have full right to rely upon said recitation in such recorded amendment. The Amendment shall be effective upon recordation among the Public Records of Orange County. No Supplemental Declaration may be amended in such a manner as to be inconsistent with this Declaration.

ARTICLE XII

DURATION AND TERMINATION

Section 1. Duration. The covenants and restrictions of this Declaration and of each Supplemental Declara-

tion incorporating Additions to Existing Properties shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association and the Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by the then Owners of two-thirds (2/3) of the Lots within the phase for which the relevant Declaration to be terminated has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and ~~unless written notice of the proposed agreement is sent to every Owner in the affected phase at least ninety (90) days in advance of any action taken.~~

Section 2. Disposition of Assets Upon Dissolution of Association. Upon Dissolution of the Association, the real and personal assets, including the Common Properties, shall be dedicated to any appropriate public agency and/or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the said properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under subsequently recorded covenants, deeds or other documents applicable to the development, except as may be otherwise provided in this Declaration or said covenants, deeds or other documents, as the case may be, nor shall any, other party under any such deeds, covenants, or other documents be deprived of any rights thereunder on account of such disposition.

ARTICLE XIII

ENFORCEABILITY

Section 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Association (a) to prosecute proceedings for the recovery of damages against

those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein or in any Supplemental Declaration by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this or any Supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE XIV

SPECIAL PROVISIONS AS TO LOTS 71, 72 AND 90.

Section 1. Lots 71, 72 and 90. Lots 71, 72 and 90 are currently being used by Irrgang as a grove operation, and nothing contained in this Declaration shall operate to prohibit or impair such use of Lots 71, 72 and 90. This section shall remain in full force and effect until Irrgang or any general partner of Irrgang or any of their direct lineal descendants ceases to operate Lots 71, 72 and 90 as a grove operation for any continuous period of one hundred twenty (120) days.

Section 2. Lot 90. At the time of execution of this Declaration, Lot 90 has existing construction and is being utilized as a residence. For so long as Irrgang, or any of the general partners of Irrgang, or any of their direct lineal descendants, own Lot 90 the following Paragraphs of the Restrictive Covenants set forth in Article VIII of this Declaration shall not apply to Lot 90:

Sections 2, 16, 18, 19, 23, and 29

Anything contained in the declaration and this article notwithstanding the Irrgangs will be allowed to keep the carport on the existing residence and will not be required to construct a garage on the adjacent existing apartment.

In addition the Irrgangs will be required to edge their grass out to the road and sidewalk and their driveway.

The Irrgangs will not require ARB approval for the removal and/or replacement of citrus trees.

The Irrgangs shall not be required to construct a sidewalk on Lot 90 as described in Section 10 of Article VIII of this Declaration until sixty (60) days after a sidewalk is constructed on Lot 70 or Lot 71, whichever is later.

Section 3. Subdivision of Lot 90. Irrgang shall have the right and power to subdivide Lot 90 into separate one (1) acre lots, and to provide for a common driveway to access such subdivided lots, if necessary or useful, without first obtaining the approval of Developer, the Homeowners' Association, or any other person, firm or corporation. This section shall also inure to the general partners of Irrgang and their direct lineal descendants, for so long as any of them own Lot 90. However, any lots so subdivided will be subject to the Deer Island Restrictive Covenants.

IN WITNESS WHEREOF, the Developer, DEER ISLAND, INC., the IRRGANG-BRADFORD PARTNERSHIP, and THE IRRGANG PARTNERSHIP have caused these presents to be executed in their names and their seals to be affixed hereto the day and year first above written.

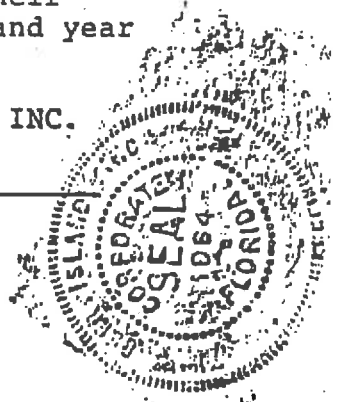
Signed, Sealed and Delivered

Charles W. Irrgang
Mary I. Harney

DEER ISLAND, INC.

By: [Signature]
M. Wade Bradford

(CORPORATE SEAL)



[Signature]
Mary I. Harney
Charles W. Irrgang
Mary I. Harney

IRRGANG-BRADFORD PARTNERSHIP

By: Charles W. Irrgang
Charles W. Irrgang, Partner

By: [Signature]
M. Wade Bradford, Partner

THE IRRGANG PARTNERSHIP

BY: Charles W. Irrgang, III
Charles W. Irrgang, III,
Managing Partner of THE
IRRGANG PARTNERSHIP and
for THE IRRGANG PARTNERSHIP

BY: Mary Frances Irrgang Harvey
Mary Frances Irrgang Harvey

BY: Madeline J. Irrgang
Madeline J. Irrgang

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in this State and County aforesaid to take acknowledgments, personally appeared M. Wade Bradford, well known to me to be the President of Deer Island, Inc., and that he acknowledged executing the foregoing instrument on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by said corporation and that the seal affixed hereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of May, 1985.

(NOTARIAL SEAL)

(NOTARY PUBLIC)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 14, 1989
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS.
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 Charles W. Irrgang, III and M. Wade Bradford for The Irrgang-Bradford Partnership, a Florida partnership, well known to me to be the partners, of the partnership and that they acknowledged executing the foregoing instrument on behalf of the partnership in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 1985.



(NOTARIAL SEAL)

(NOTARY PUBLIC)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 14, 1989
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS.
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 Charles W. Irrgang III, for The Irrgang Partnership, well known to me to be the Managing Partner, and that he acknowledged executing the foregoing instrument on behalf of the partnership in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 1985.



(NOTARIAL SEAL)

(NOTARY PUBLIC)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 14, 1989
BONDED THRU GENERAL INS. UND.

D.R. 3644 PC1605

STATE OF FLORIDA)
COUNTY OF Orange) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Frances Irrgang Harvey, for The Irrgang Partnership, well known to me to be a partner in The Irrgang Partnership, and that she acknowledged executing the foregoing instrument on behalf of the partnership in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in her by said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of May, 1985.



(NOTARIAL SEAL)

Ellen P. Martin
(NOTARY PUBLIC)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 27, 1988
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF Orange) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Madeline J. Irrgang, for The Irrgang Partnership, well known to me to be a partner in The Irrgang Partnership, and that she acknowledged executing the foregoing instrument on behalf of the partnership in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in her by said partnership.

WITNESS my hand and seal in the County and State last aforesaid this 10 day of May, 1985.

(NOTARIAL SEAL)

Ellen P. Martin
(NOTARY PUBLIC)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 27, 1988
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

DESCRIPTION

GOVERNMENT LOTS 5 AND 6, SECTION 30, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ALSO GOVERNMENT LOTS 5 AND 6, SECTION 31, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AND ALSO FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE SOUTH 0°11'51" WEST ALONG THE EAST LINE OF SAID SECTION 30, 2485.30 FEET, THENCE NORTH 89°48'09" WEST 30.00 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF JOHNS LAKE HOMESITES, FIRST ADDITION, AS RECORDED IN PLAT BOOK "X", PAGE 76, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE NORTH 0°11'51" EAST 300.00 FEET FROM AND PARALLEL WITH THE AFORESAID EAST LINE OF SECTION 30, A DISTANCE OF 1174.14 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3258.11 FEET, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE, THRU A CENTRAL ANGLE OF 11°00'47" AN ARC DISTANCE OF 626.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 79°21'48" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1977.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 5804.58 FEET, THENCE SOUTH-WESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 2°47'07" A DISTANCE OF 262.17 FEET FOR A POINT OF BEGINNING, CONTINUE THENCE ALONG SAID ARC THRU A CENTRAL ANGLE OF 7°09'23" A DISTANCE OF 725.00 FEET TO THE EAST LINE OF A 22 FOOT ROAD RIGHT OF WAY FOR DEER ISLAND ROAD, THENCE SOUTH 0°53'25" WEST 461.45 FEET TO A POINT 22 FEET EAST OF AN ANGLE IRON DESCRIBED AS BEING AN IRON STAKE ON MARGIN IN JOHNS LAKE, ABOUT 15 FEET SOUTH OF A THREE PRONGED LIVE OAK TREE, THENCE APPROXIMATELY SOUTH 35°36'54" WEST ON A RIPARIAN LINE TO JOHNS LAKE, THENCE SOUTHERLY ALONG SAID JOHNS LAKE AND THE WESTERLY EDGE OF A CAUSEWAY AS IT EXISTED ON OCTOBER 10, 1984, TO THE INTERSECTION WITH THE NORTH LINE OF GOVERNMENT LOT 6, IN SAID SECTION 30, THENCE EASTERLY ALONG SAID NORTH LINE OF GOVERNMENT LOT 6 TO A POINT ON THE EASTERLY EDGE OF SAID CAUSEWAY, THENCE NORTHERLY AND EASTERLY ALONG SAID CAUSEWAY AND SAID LAKE TO A POINT ON A LINE, SAID LINE HAVING A BEARING OF SOUTH 10°38'12" EAST FROM THE POINT OF BEGINNING, THENCE NORTH 10°38'12" WEST ALONG SAID LINE 600 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND POINT OF TERMINUS, CONTAINING 178 ACRES, MORE OR LESS, LESS FUTURE PHASE 2, BEING THAT PART OF SAID GOVERNMENT LOTS 5 AND 6, SECTION 30, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AND THAT PART OF SAID GOVERNMENT LOTS 5 AND 6, IN SECTION 31, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 30, RUN THENCE SOUTH 00°11'51" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 4939.68 FEET, THENCE WEST 1098.10 FEET TO A POINT OF BEGINNING BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2800 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FROM A TANGENT BEARING OF SOUTH 10°57'54" WEST, THRU A CENTRAL ANGLE OF 10°57'48" A DISTANCE OF 319.48 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2300.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 80°56'56" A DISTANCE OF 323.61 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 950.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18°41'09" A DISTANCE OF 276.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, THENCE SOUTHWESTERLY AND CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC THEREOF THRU A CENTRAL ANGLE OF 84°44'34" A DISTANCE OF 259.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 550.00 FEET, THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 46°18'11" A DISTANCE OF 443.20 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 67°50'26" A DISTANCE OF 592.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1800.00 FEET, THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 28°04'36" A DISTANCE OF 819.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1900.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 11°44'00" A DISTANCE OF 385.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1400.00 FEET, THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 125°39'54" A DISTANCE OF 3070.6 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 800.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 30°15'56" A DISTANCE OF 422.59 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH-EAST, HAVING A RADIUS OF 325.00 FEET, THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 87°32'05" A DISTANCE OF 933.25 FEET TO A POINT OF TANGENCY THEREOF, THENCE SOUTH 49°28'14" EAST 379.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 48°00'00" A DISTANCE OF 373.06 FEET TO A POINT OF TANGENCY THEREOF, THENCE NORTH 85°31'46" EAST 290.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 23°26'30" A DISTANCE OF 132.97 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 270.00 FEET, THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 66°00'39" A DISTANCE OF 31.07 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 730.00 FEET, THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 55°50'26" A DISTANCE OF 711.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1400.00 FEET, THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 116°42'25" A DISTANCE OF 2800.6 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

CONTAINING 84.45 ACRES IN FUTURE PHASE 2.)

CONTAINING IN ALL OF THE ABOVE, 12355 ACRES, MORE OR LESS.

3644 p.1613