



GRAND  HAVEN

Advanced Meeting Package

Workshop Meeting

Thursday
September 7, 2023
9:00 a.m.

Location:
Grand Haven Room
Grand Haven Village Center
2001 Waterside Pkwy,
Palm Coast, FL 32137

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

Grand Haven Community Development District

250 International Parkway, Suite 208
Lake Mary FL 32746
321-263-0132

Board of Supervisors
Grand Haven Community Development District

Dear Board Members:

The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, September 7, 2023, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

Cc: Attorney
Engineer
District Records

District: **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, September 7, 2023
Time: 9:00 AM
Location: Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137
Website: <https://www.grandhavencdd.org/>

Ways to Follow Meeting:

Zoom:

<https://vestapropertyservices.zoom.us/j/7055714830?pwd=dUFTN091cjVHZzluYUN0bIEwUUYYdz09>

Phone (Listen Only): +1 (929) 205-6099

Meeting ID: 7055714830#

Revised Agenda

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments** – *(limited up to 3 minutes per individual for agenda items)*
- IV. Discussion Items**
 - A. Justification for Additional Staffing Needs – Outline
 - B. **10-Year Plan Presentation** [Exhibit 1](#)
 - C. Post Order Changes [Exhibit 2](#)
 - D. Creekside Dog Park Proposal
 - E. Goals for Meeting GHMA Regarding Pond Banks
 - 1. **Declaration of Covenants & Restrictions for Osprey Lakes (Dated 02/22/2001 & Provided by District Counsel)** [Exhibit 3](#)
 - 2. **“Best Management Practices for Storm Water Detention Pond Bank Plantings” adopted by the Grand Haven CDD Board of Supervisors on 7/24/2013 (Provided from CDD Office)** [Exhibit 4](#)
 - 3. **GHMA Letter to Property Owners (dated 12/10/2013) Regarding Lake Bank Planting & Maintenance (Provided by District Counsel)** [Exhibit 5](#)
 - 4. **Memo (dated 1/21/2014) from District Counsel to Grand Haven CDD Board of Supervisors Regarding Maintenance Issues on Pond Banks (Provided from CDD Office)** [Exhibit 6](#)
 - 5. **Email & Documents Provided to Lake Banks Committee (Dated 2/6/2014 and Provided by District Counsel)** [Exhibit 7](#)
 - F. **Communications Fact Finding Group Update**
 - G. **Approach to Flagler County Commission Regarding Wild Hogs**
- V. Audience Comments** – *(limited up to 3 minutes per individual for non-agenda items)*

VI. Next Meeting Quorum Check: September 21, 9:00 AM

John Polizzi	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Michael Flanagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Nancy Crouch	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

VII. Action Items Review

VIII. Adjournment

EXHIBIT 1

Long Term Plan

Grand Haven-CDD

2023

What is the Long Term Plan (LTP)?

- Numbers based projected estimate of assessments for 10 years
- Projection of operating expenses and major capital costs
- Adjusted for expected inflation

Why Have a Plan?

- Annual budgeting decisions have long term effects on assessments
- Aging of community is requiring more major maintenance & capital
- Residents deserve to know direction and estimate of assessments
- Key responsibility of the Board- “Plan, don’t react”

How Do We Use It?

- Important to Annual budgeting
- Helps determine project timing to manage costs & assessments
- Causes a need to prioritize project possibilities
- Add a year every year

How was it Built?

- Based on a Reserve Report and,
- Opinions of Operations Manager, Engineer, Horticulturalist, District Manager, Amenity Management and,
- Inflation expectations with continued growth in O&M.
- Excel based and built by District Management

What Does It Tell Us?

- Money is not as abundant as it first may seem!
- Assessments have to increase approximately 7.5% annually to cover expected operating expenses and project costs
- There is no room for additional projects without further increases to assessments
- A credit line from a financial institution would be quite helpful

How will the Board decide on added projects?

- Consider projects that will drive high value for the entire community and,
- Consider projects that provide value to heretofore under-served segments of our population while,
- Maintaining our great community by living-up to the Vision Statement

Final Thoughts

- The LTP is not a guarantee of assessments and projects
- Cost to live in GH is not going down
- The plan will get better over time with continued usage
- Probably should be validated by others

EXHIBIT 2



GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT

POST ORDERS

Adopted: revise date

SECTION 1

INTRODUCTION

Grand Haven Community Development District (the "District" or "CDD") owns and operates a network of public roads within the Grand Haven community. Under authority of Chapter 190, Florida Statutes, the CDD also operates gates and gatehouses that are intended to provide security and access control. The CDD also contracts with a security vendor which provides personnel to operate the gatehouses ("Security Officers"). These Post Orders are intended as a guideline for the procedures adopted by the CDD to govern operation of the CDD roads and gatehouses. These guidelines provide direction to both the Security Officers and residents of the CDD and their visitors or the means of gaining or granting access to the roads within the CDD.

The CDD has adopted Chapter VII of its rules, which governs Gate Access and Public Road Access. These procedural guidelines have been further adopted by the CDD to implement Chapter VII.

The job as a Security Officer is of the utmost importance because of the great responsibility it carries. Grand Haven depends on these persons to enhance the safety and security of its homeowners, club members, employees and visitors and to protect its grounds, buildings and property from destruction by fire, theft or the malicious, thoughtless acts of others.

These Post Orders have been prepared to assist Security Officers in providing the highest degree of protection and safety possible for Grand Haven and to detail the procedures in place for granting access to persons wanting to enter the CDD. The Post Orders are also provided to inform residents of the CDD and other persons who may wish or be invited to gain access to the CDD roads and property of the procedures, conditions and requirements of such access.

CONTACT TELEPHONE NUMBERS

CONTACT	TELEPHONE NUMBERS
EMERGENCY	911
CDD Operations Manager (Barry Kloptosky)	447-1888
CDD Office Administrator	447-1888
CDD Maintenance	447-1888 (<i>after hours see "private list" posted in guard house</i>)
Golf Course Maintenance	288-8008
Amenity Management – CDD Amenity Management Contractor	447-0192
Verdego – CDD Landscape Company	437-6211
Golf Course Executive Chef	445-1027
Golf Pro Shop	445-2327
Southern States Management (GHMA)	446-6333
American Red Cross	437-5800
Spectrum	445-5464
Bellsouth	800-432-1424
Florida Power and Light	800-468-8243
Aggressive/Nuisance Alligators	447-1888 (CDD OFFICE)
Flagler County Code Enforcement	986-3764
Flagler County Emergency Services Office	313-4200
Flagler County Sheriff's Office	437-4116
Flagler Hospital (Route 100 just west of I-95)	586-2000
Flagler County Emergency Services Information Line	437-8202
Fire Department (Non-Emergency)	986-2300
Palm Coast Animal Control Division	986-2520
Palm Coast Code Enforcement	986-3764
Palm Coast Fire and Ambulance (Station #22)	446-6761
Palm Coast Utilities (water leaks/sewer station alarms)	986-2360/After Hours 888-635-9806
Poison Control	800-222-1222
Trash - Waste Pro ← Trash - City of Palm Coast	586-0800 ← 986-2360

NOTE TO GUARDS: Grand Haven Operations Manager shall be called for the following:

- Security issues, gates, common area maintenance, docks, Esplanade and contractor trash
- Smart Amenity Access cards, fobs and Grand Haven picture ID cards

These are the same thing. Keep one and add gate access cards.

SECTION 2

VENDOR AND VISITOR PASS PROCEDURES GOLF CLUB MEMBERS AND GOLF COURSE EMPLOYEES PASS PROCEDURES

1. DEFINITIONS. For purposes of these Post Orders, the following definitions shall apply:
 - a- "Access Technology" shall refer to the system of access control that is established by the CDD, which shall include stickers or transponders that permit Owners and Renters to access the gates automatically. The term shall also include the system of computer or application based software by which Owners and Renters may be allowed to designate and control individuals who they have permitted access in accordance with these Post Orders. The Access Technology may be revised or updated from time to time to meet the community's needs.
 - b- "Amenity Rules" shall refer to the Rules, Policies and Fees for All Amenity Facilities as adopted by the Board of Supervisors and in effect at the time this Rule is adopted, together with any future additions or amendments thereto.
 - c- "Daily Guest" shall have the meaning set forth in the Amenity Rules.
 - d- "Guest" shall mean, for purposes of these Post Orders, a Daily Guest, House Guest or other person who has been invited into Grand Haven by a Resident for family, social or other purposes and who is not entering in connection with a commercial purpose or activity.
 - e- "House Guest" shall have the meaning set forth in the Amenity Rules.
 - f- "Owner" refers to one or more individuals who hold title to residential properties in the CDD and reside in those properties.
 - g- "Renter" – shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.
 - h- "Registered Renter" – a tenant to whom a Property Owner has assigned the beneficial rights to use the Amenity Facilities pursuant to the Amenity Rules.
 - i- "Resident" shall mean a Renter or Owner for purposes of these Post Orders. The term Resident shall also include the family members of that Resident who have permanent residence in Grand Haven. For this purposes, "Family" shall have the meaning set forth in the Amenity Rules.
 - j- "Vendors" are commercial operators and all service-related personnel who may be invited by a specific Owner or who may provide a community-wide or community related service (e.g., trash removal).

2. IDENTIFICATION REQUIRED.

Any vehicle entering via the guest lane shall be required to show a VALID DRIVER LICENSE as identification. Any and all International Driver License that includes a photo will be accepted. If an International Driver License does not have a photo, then a photo I.D., or a passport may be used in conjunction with the International Driver License as acceptable identification. Security personnel are not responsible for identifying the validity of any International Driver License.

A PASSPORT alone will not be accepted as authorization to enter. As Passport does not give you authority to drive a vehicle. NO EXCEPTIONS.

3. ACCESS TECHNOLOGY

We currently do not have this ability and are seeking a proposal for the driver license scanner module.

All Residents, shall be required to be registered in the Access Technology systems and databases as maintained by the CDD Office in order to gain entry through the resident side of the main gatehouse or through the other separate automated gates. All persons shall register under the Access Technology and use the Access Technology to provide notice of Visitors or Vendors who have been authorized to enter Grand Haven.

4. RESIDENT ACCESS

Residents are expected to use the Access Technology to enter through automated gates in order to minimize the workload on the Security Officers.

Any person claiming to be an Resident arriving at a gate on the “resident or visitor side” without a transponder OR A NON-WORKING TRANSPONDER shall be stopped in the same manner as any guest or vendor. Such possible RESIDENT shall be required to provide a valid Driver License which includes a photograph and the RESIDENT’s name. The security officer will verify in the system that the RESIDENT still currently lives in Grand Haven prior to granting access.

If any person claiming to be a Resident, Homeowner or Tenant arrives at the gate and DOES NOT possess a valid Driver License, the security officer will ask for their name, address, telephone number and at least one name from their permanent guest list. The security officer will then cross-reference the information on the computer. The RESIDENT will then be logged in on the computer in the same manner as a guest. If a positive verification cannot be made the person claiming to be a RESIDENT will not be permitted access.

After a valid DRIVER LICENSE has been presented, it shall be scanned and recorded into the gate access security system along with the vehicle tag number. A refusal to allow the information to be scanned and recorded into the security system shall result in a denial of entry, **without exception.**

We currently do not have this ability and are seeking a proposal for the driver license scanner module.

What is GV?

A RESIDENT is not allowed to let their GV use their transponder for access into Grand Haven under any circumstances. A RESIDENT is not allowed to let a GV tailgate them through any gate. Misuse of a RESIDENT transponder will be deemed a violation of the Grand Haven Policy’s and Rules and could result in immediate deactivation of the RESIDENT transponder.

5. **VENDOR PASSES** shall be issued to contractors, subcontractors, site workers, laborers, et al.

- a. A pass will be issued. For most Vendors, passes shall be good only for the day of entry.
- b. Passes for Vendors who are involved in New Construction are referred to as Construction Passes and will be valid for up to one (1) week from date of issue, with the exception of multiple contract vendors that enter daily, as authorized by the CDD office. No pass for New Construction shall be issued unless the CDD office has been advised of the New Construction by the GHMA.
- c. The termination date will be prominently noted on the pass and placed conspicuously on the dashboard of the vehicle.

We do not get notified.

- d. Subsequent use of these passes by the above will be carefully scrutinized by the Gate Officer to ensure that the pass is valid.
- e. For each vehicle, list in the Grand Haven Construction Pass Log the company, driver's name, tag number, destination & time.
- f. Construction passes are not valid on Sundays or holidays.
- g. VENDORS are only allowed to work between the hours of Monday through Friday 7:00 am to 6:30 pm and on Saturdays from 8:00 am to 4:30 pm. NO WORK ON SUNDAYS or NATIONAL HOLIDAYS **National Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas Day. Vendors for New Construction are subject to the construction hours set forth in Section 3 (A) below.

Vendors are allowed Monday through Saturday 7 AM to 6 PM. This change has been in effect since 2014.

This no longer exists due to digitization.

After Hours for Vendor Emergency Work and Repairs

On regular occasion, residents will need to have repairs made to their homes or property, which are emergency in nature. This would include any and all work that *if not performed immediately* would cause more personal or property damage or is a safety hazard to the community.

Below is a list of possible acceptable after-hours work.

- Air Conditioning repair;
- Plumbers for emergency water leaks;
- Roof Contractor or repairman to repair a roof leak;
- Pool repairman for a pool leak;
- All public utilities: Florida Power and Light, Bell South, Spectrum or other Cable, Flagler County Water if declared by them as an emergency;
- Other utilities; Direct TV, propane or natural gas company;
- Auto towing and AAA (lock outs, gas);
- Electricians for power outage issues;
- Animal control;
- Appliance repairman;
- Medical suppliers (oxygen, medicines);

6. **VISITOR PASSES** shall be issued to visitors of residents including family, friends, etc. provided that the Property Owner or Renter who is being visited has properly authorized entry to that visitor.

- a. A pass will be issued for either a daily or weekly period.
- b. For each vehicle, list in the Grand Haven Visitor Pass Log the driver's name, tag number, destination & time.
- c. Real estate personnel who intend to show a house within the District and any individuals who are accompanying them in a separate vehicle must obtain authorization from the Owner of that property. Real Estate personnel who desire to tour the community without authorization of a particular Owner must obtain a pass from the District Office. Open House information must be given to the Main Gate prior to the Open House. The car in which the real estate personnel are riding and any other person(s) or vehicle(s) identified as following them may

This no longer exists due to digitization.

We currently do not do this with real estate personnel.

be admitted. Do not allow entry to anyone waiting for a realtor until the realtor has arrived and identified both parties. DO NOT ISSUE THEM A VISITOR PASS; DO ENTER THESE VEHICLES IN THE VISITOR LOG.

This no longer exists due to digitization.

- d. Long-term visitors to a resident's home may be given a Visitor Pass with an expiration date corresponding to the duration they will be staying at the resident's home, except that these passes are not to exceed 14 days.

7. **SPECIAL VEHICLES allowed entry without a pass.** You must use GOOD JUDGMENT in these cases. All special vehicles are currently being logged in at the Main Gate, except for mail and newspaper delivery at the North and South Gates, the Crossings and Wild Oaks.

We do not do this.

- a. **LARGE CONSTRUCTION VEHICLES:** tractor-trailers, cement trucks, large box trucks, oversized loads carrying bulldozers, trusses and the like, etc.
- b. **ROUTINE SERVICE VEHICLES:** UPS, FedEx, Amazon, Airborne, U.S. Mail, Solid Waste Contractor, Landscape Contractor, FPL, Spectrum, AT&T, etc.
- c. **OFFICIAL VEHICLES:** Flagler County Sheriff, Fire apparatus, Ambulances, COP (Citizens Observer Patrol), City of Palm Coast, etc. The vehicles enter the Gates by dialing the Main Gate or if equipped by using the SOS system (Siren Operated System)
- d. **UTILITY PROVIDERS:** OPERATIONS MANAGER TO PROVIDE but should include providers related to plumbing, electric, air conditioning, phone, cable, satellite, etc.
- e. The name on the vehicles described above in a and b, along with any visible number or license plate (tag) will be recorded in the visitor's log.

This no longer exists due to digitization.

8. **GOLF CLUB INVITATIONAL MEMBER OR FOUNDERS MEMBER PASSES**

- a. Verify member's name in the database under Grand Haven Golf Club Members, verify photo ID. Allow access if member is listed. Guard does not need to issue a pass.
- b. If name is not listed, Guard must communicate the names to the CDD office for verification.
- c. The database is updated by the CDD office via regular communication with the Golf Club Membership Coordinator.

9. **GOLF COURSE TEE TIME LIST**

- a. Verify the names daily on the tee time list and require person to present a photo ID.
- b. If verified, allow access without a pass.
- c. If name is not listed, Guard must obtain authorization from the Golf Course to allow access.
- d. The tee time list shall be provided to the Main Gate Guard by the Golf Club Membership Coordinator each evening for the next day.
- e. Any changes will be communicated to the Guards directly from the Membership Coordinator.

10. **GOLF COURSE EMPLOYEES**

- a. Verify name in database under Grand Haven Golf Course Employees.
- b. Allow access if name is listed in the database. Guard does not need to issue a pass.
- c. If name is not in the database, call Golf Club Membership Coordinator to verify employment status. If unable to reach Golf Club Membership Coordinator, refer the individual to the CDD office during regular business hours. If on Saturday, issue a 2-day pass and on Sunday issue a 1-day pass. The employee's name should be forwarded to the CDD office for verification anytime a name is not in the database.
- d. The CDD office will maintain a current employee list in the Database by communicating directly with the golf course management.

11. **CDD MEETINGS**

Meetings of the CDD Board of Supervisors are open to the public pursuant to FLA. STAT. §286.011. The CDD Office shall communicate to Security the dates and times of CDD meetings. Any person appearing at the Gatehouse for the stated purpose of attending a CDD meeting shall be permitted entry for that purpose during the time of the CDD meeting and for thirty (30) minutes before the start of the meeting.

SECTION 3

GATE ACCESS PROCEDURES AND RESIDENT INFORMATION INCLUDING THE PRE-APPROVED VISITOR'S LIST

BACKGROUND INFORMATION

The roads in Grand Haven are owned and maintained by the Grand Haven Community Development District (GHCDD). The GHCDD is a special purpose government and, consequently, the roads are public roads. However, the GHCDD has adopted a rule governing gate and public road access within its boundaries. This means that when an individual who does not live in Grand Haven comes to the gate and requests entry, the individual may be approved for access in compliance with these Post Orders. Please use the following as guidelines for handling requests for entry.

A. CONTRACTORS OR OTHER PERSONS FOR NEW CONSTRUCTION

Grant access only during approved construction hours. (Monday – Saturday, 7:00 am to 7:00 pm, pursuant to Paragraph 1 of Section 2.) The GHCDD shall coordinate with the Grand Haven Master Association (GHMA) so that the GHCDD obtains a list of lots or homes that have received approval for New Construction or Major Alteration under the GHMA's Architectural Approval Guidelines (collectively referred to as "New Construction"). Construction, home improvement or similar Vendors who are visiting an address not on the New Construction list are subject to the same rules as apply to other Vendors regarding resident access approval.

B. INDIVIDUAL ON A RESIDENT'S PRE-APPROVED VISITOR LIST

- 1. Confirm visitor is on list; confirm identity by asking for driver's license or other form of picture ID.
- 2. Grant entry without a phone call to resident, pursuant to Paragraph 2 of Section 2.

Vendors are allowed Monday through Saturday 7 AM to 6 PM. This change has been in effect since 2014.

We do not do this.

This was not mentioned in this area.

C. INDIVIDUAL REQUESTING ENTRY TO VISIT A RESIDENT

1. If the resident has phoned or otherwise provided approval through use of provided technology and the visitor's name is on the Courtesy Log, grant entry without a phone call to resident. Issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.

We do not use a courtesy log. We use a digital visitors list.

We do not use a courtesy log. We use a digital visitors list.

If name is not on the Courtesy log, phone resident for entry approval.

This was not mentioned in this area.

- a. If the resident grants entry, issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.
- b. If there is no answer, tell the individual to come back another time.

This was not mentioned in this area.

D. INDIVIDUAL REQUESTING ENTRY TO PROVIDE SERVICE TO A RESIDENT (i.e.: housekeepers, decorators, and contractors who install or repair appliances, furniture, shades, wallpaper, alarm systems, pools, etc.)

1. If the resident has phoned in approval and the service provider's name is on the Courtesy Log, grant entry without a phone call to resident. Issue Visitor Pass and log information, pursuant to Paragraph 2 of Section 2.

If name is not on the Courtesy Log, ask if they are going to an occupied residence or New Construction.

- a. If a house is New Construction, grant access during normal construction hours provided that the person can be identified as a construction subcontractor or laborer and identifies the specific address where that person intends to work. Issue Vendor Pass and log information, pursuant to Paragraph 1 of Section 2.

- b. If an occupied residence, phone resident for entry approval.

- i. If the resident grants entry, issue Visitor pass and log information pursuant to paragraph 2 of section 2.
- ii. If there is no answer, tell the individual to come back another time.

This was not mentioned in this area.

We do not use a courtesy log. We use a digital visitors list.

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This was not mentioned in this area.

This was not mentioned in this area.

E. INDIVIDUAL REQUESTING ENTRY TO VIEW THE COMMUNITY (Applicable to individuals who come to a gate with a Gate Access Officer or who call the Main Gate through the telephone access system.)

1. Ask for name and where they wish to visit.
2. Obtain and record license tag number (this is public information to which we are entitled) make, model and color of the vehicle in the Visitor Pass Log. Highlight the entry and report this information weekly to the Field/Operations Manager
3. Persons who come to the gate and request entry to view the community or for the purposes of viewing homes for sale must have been granted access rights by the Owner of the property being viewed or must be accompanied by a Real Estate professional who has been granted such access rights by the Owner and must do so during daylight hours, unless prior arrangements have been made with a Gate Access Officer by the owner of a property being offered for sale. Persons asking for access to view the community who have not received permission from the Owner will be denied access.

F. REAL ESTATE PROFESSIONALS.

1. This section applies to real estate agents showing homes for sale in Grand Haven to prospective buyers. These DO NOT apply to Home Inspectors, Loan Officers or Appraisers. All home inspectors, loan officers, or appraisers shall be treated as a Visitor and follow Visitor access procedures.
2. When a Florida Real estate agent (realtor) requests entry, the agent must produce a valid Florida Real Estate License and a DRIVER LICENSE. Both forms must be presented together, and will be the only forms of identification accepted. If the realtor does not have a valid Florida Real Estate license AND a DRIVER LICENSE, then the realtor shall be treated as a Visitor and will be required to follow the procedures as a Visitor as set forth above. If a specific address is given the officer must call that Resident as a courtesy and then log the Realtor in. If the Realtor does not have a specific address, the Realtor will be logged into the CDD Office. If a prospective buyer is following the realtor in a second vehicle, the security officer shall obtain their DRIVER LICENSE and must be logged separately as Visitor.

This is not the current procedure.

3. Open Houses

Southern States Management Group (GHMA)

- a. The Homeowner must notify the Management Office one week prior to the open house. Manager will notify Access/Patrol. Homeowner will be informed and will acknowledge in writing that:
- b. The homeowner or authorized agent must be at the home at all times during the open house to give individual authorization to Access/Patrol from calls at gate as each attendee arrives. All attendees must follow guest access procedure to include requiring Driver License I.D. Each attendee/guest must be logged into computer like all guests. Owner or Agent must be available for safety and other matters that may arise during the open house. Unsupervised Open Houses will not be allowed.
- c. There shall be NO SIGNS of any nature on the CDD Property. Any and all signs seen on the CDD Property will be promptly removed by Security and disposed of. They will not be saved or returned to the originator.
- d. Advertising from the newspaper or any other clipped advertising will not be authorization to a guest for entry. PLEASE do not put in your advertisement. All guests/prospects must give a valid Grand Haven address and show valid photo identification before entry will be given.
- e. Homeowner is to supply Security with a sufficient number of maps, containing directions to the site of the open house, to give to arriving authorized attendees. This is to be a map ONLY. Any information on the home for sale, Realty Company listed or advertising will be thrown away.
- f. Security is authorized to shut down the open house if parking or any other nuisance occurs.
- g. Homeowner is responsible of the actions of the Realtor.
- h. Continuous violation by a Realtor, Company or homeowner will be denied any and all Future Open Houses in Grand Haven.

The guards cannot do this.

The guards cannot do this.

This is not required.

G. MISCELLANEOUS PROVISIONS.

1. Estate Sales

- a. Homeowner to notify property management 1 week prior to sale
- b. Sale must be a verifiable estate sale being conducted in a professional manner. Any evidence of a garage sale type setting will not be allowed.
- c. Homeowner must:
 - Keep garage door closed at all time

Estate Sales are not allowed per the GHMA.

- Have someone home at all times
- Each guest must be called in or the homeowner will be called for authorization when each guest arrives.
- There shall be NO SIGNS of any nature displayed advertising sale on Grand Haven property.
- No outside items to be brought in for sale. Including neighbors.
- Homeowner will be held responsible for any damage done if from excessive parking
- Security will be authorized to shut down estate sale if parking becomes a nuisance or any of the rules are not strictly followed.
- Homeowner is to supply security with maps to give to arriving authorized guests as to not have to stop to give directions.

The guards cannot do this.

This is not required.

2. Government Operators, Community Wide Carriers and Service Providers

a. Government Operators

These shall include marked vehicles such as: Federal Agencies, Law Enforcement Agencies, Florida Highway Patrol, Flagler County Sheriff, City of Palm Coast Fire Rescue, Ambulances, all emergency vehicles, school busses and U.S. postal workers.

These vehicles and persons are granted access unchallenged. If a government operator or non-emergency law enforcement agent arrives in an unmarked vehicle, they must provide a badge and a photo ID to gain access.

3. Commercial community wide carriers include:

a. UPS, Federal Express, DHL, Newspaper, US Mail, Marked Amazon vehicles, and similar routed deliveries. The package delivery route by these carriers is normally unknown. Grand Haven is part of a daily delivery route and the drivers normally have a manifest of all deliveries and pick-ups. As long as these delivery vehicles are driving marked vehicles, they will be granted entry.

b. Community wide utility and service providers:

The Telephone Companies, Power Companies, Cable Company and Sewer and Water Company Spectrum, AT & T, Florida Power & Light, gas company representative will be logged in based on their company credentials. Positive identification and recording into the system are still required. Sub-contractors for these companies will be logged in upon presentation of proper documentation from the utility company and the sub-contractor's credentials. Positive identification and recording into the system are still required.

Unmarked vehicles arriving at the gate claiming to be a representative of one of the two aforementioned entities must provide Driver License, company credentials and then be logged in by driver's name, company represented, and vehicle tag number. Either the RESIDENT to which they claim they are going or Management must be contacted to verify and authorize entry.

Where is this being recorded?

4. Surveyors

Which management agency?

Surveyors must show positive identification and proof of being a surveyor (which may be one and the same document) as well as the address they will be surveying. The officer shall log the identification and entry to address as Surveyor and allow the Surveyor entry. These surveyors are authorized under Florida Statutes 472.029, which states that they must be allowed entry even without confirmation.

5. Process Servers

Certified Process Servers must show positive identification and documentation of being a certified Process Server (which may be one and the same document) as well as the address to be served. Officer will ONLY log entry under Management and **NOT the owners address** and allow the Process Server entry.

These certified process servers are acting under the jurisdiction of the Judicial Court of Florida and thus are allowed entry without prior notification. The gate officer will follow normal log procedures after receiving positive identification. Do not interfere with their access after they are logged in and **DO NOT CALL THE RESIDENT TO WHICH THE PROCESS SERVER IS GOING.**

Those that claim to be a certified process server but cannot provide both positive identification and proof of being a certified process server shall be denied access.

6. Private Investigators

Private Investigators shall be considered a Visitor and must follow access procedures set forth herein for all Visitors. Private Investigators must have authorization by a Resident for entry. These individuals *shall not* be afforded any special privileges, without exception.

H. INDIVIDUAL WHO IS THREATENING, BELLIGERENT, ETC.

1. If a person who seeks entry demonstrates conduct that creates an imminent threat of violence, breach of the peace or commission of a crime, or if such person verbally threatens violence or a criminal act, or uses “fighting words,” the Gate Access Officer shall immediately phone the Sheriff’s Office and shall advise the person that access will not be granted.
2. Always contact the CDD office by phone and email to report the situation.

IF A SITUATION ARISES THAT YOU DO NOT KNOW HOW TO HANDLE, IMMEDIATELY CALL YOUR SUPERVISOR OR THE OPERATIONS MANAGER.

I. RESIDENT INFORMATION INCLUDING THE PRE-APPROVED ACCESS LIST

1. Property and contact information is located in the CDD Database. You may search the database by resident name, address, or visitor name.
2. The CDD office will provide (usually bi-monthly) updated computerized reports with resident and pre-approved access (no phone call required) information. The CDD also provides technological means (the “Access Technology”) for Residents to provide notification of access rights through a database that is viewable in real time by the Security Guards. It is anticipated that Residents will provide access approvals through the use of the Access Technology in order to minimize the number and duration of

This is unrealistic as some lists are extremely long (30+).

phone contacts that are necessary. The Security Guards are expected to be familiar with the operation of the Access Technology. **This is security system confidential information that must not be given to any individual.**

3. Only the Operations Manager or Gate Access Coordinator, at CDD Office, can make subsequent deletions or additions to this list. **DO NOT ACCEPT CHANGES DIRECTLY FROM A RESIDENT OR PROPERTY OWNER UNLESS THE CHANGES ARE PROVIDED BY USE OF THE ACCESS TECHNOLOGY.**

J. SERVICE PROVIDERS NOT ON THE PRE-APPROVED VISITOR LIST OR COURTESY LOG

If a phone call to the residents goes unanswered, the Service Provider is directed to contact the resident and obtain authorization prior to entry.

- K. PENALTY FOR ABUSE. If an individual is permitted access to GHCDD as a Vendor, a worker or contractor on New Construction or as a Visitor for other purposes, such person shall not be permitted to visit a different site, to tour the community or to participate in any activity or location than that for which the person was admitted. Any person found to have violated this provision is subject to being denied future access to GHCDD without obtaining specific approval of the CDD Office.

CLARIFICATION OF GATE ACCESS POLICIES

1. If a resident arrives at the visitor gate without his/her gate access card or because it is raining, etc.
 - a. Grant access if verified by producing a driver's license or other government-issued picture identification; log that they do not have a working gate access device and inform them they must resolve issue with the CDD Office Administrator within three (3) days; grant non-renewable 3-day pass.
2. Gate officer must inform CDD office of non-working or lost gate access device. If a resident in the passenger seat of an auto arrives at the visitor gate without their gate access device, grant access if they comply with 1a. above.

SECTION 4

PROCEDURES FOR COMPUTER, VIDEO CAMERAS & DAILY ACTIVITY REPORTS DAILY ACTION REPORT (DAR) LOGS

BACKGROUND INFORMATION

The amenity centers and gates have or will have cameras that enable the Security Officer at the Main Gate to monitor activity, particularly when the amenity centers are closed as the other gates have no Security Officer on duty.

The Crossings, Wild Oaks, North and South gates are closed 24 hours per day and service providers for these Villages (school bus, garbage truck, FPL, AT&T, Spectrum, etc.) and for individual residents (UPS, FedEx, Amazon, etc.) may seek to gain entry through the phone box by calling the Main Gate.

Cameras at The Crossings, Wild Oaks, North and South gates provide a view of the vehicle at the phone box, which must be viewed to confirm identity before granting access by pressing 9 on the phone and opening the gate.

PROCEDURES FOR COMPUTER & VIDEO CAMERA MONITOR SCREEN AT MAIN GATE

REQUIREMENTS FOR VIDEO MONITOR SCREEN

1. **The computer and video monitor screen should be turned on at all times.**
2. From 7:00 am to 7:00 pm, **the video monitor screen should be turned on to the “Day Device List”.** *The view on the monitor should be noted in the DAR.*
3. **From 7:00 pm to 7:00 am,** the video monitor screen should *be turned on to the “Night Device List”.* The view on the monitor should be noted in the DAR. The amenity centers should *constantly be* monitored. **The focus is on preventing damage to these facilities by identifying when unauthorized individuals are in the amenity center and phoning the Sheriff at 911.**
4. **If unauthorized individuals are observed in an amenity center, immediately dial 911 and report the presence of trespassers as confirmed by video surveillance. Also report incident to security manager, who will report to Grand Haven Operations Manager the following workday.**
5. **Any issue viewed on camera that presents a threat to health and safety should be immediately reported to the Grand Haven Operations Manager or Field Supervisor by phone, and followed up with an email to the CDD office.**

GUIDELINES FOR CAMERA FAILURE

1. If a camera or group of cameras at any location (Creekside, Village Center, North Gate, South Gate or The Crossings) cannot be viewed on the monitor, such as “NO VIDEO” or TOTAL BLACK BOX, report to the CDD office at 386-447-1888 AND via email. Also report issue to Maintenance Field Supervisor and then notify CDD Operations Manager.
2. For any other computer or screen concerns, please contact the Maintenance Field Supervisor and then notify CDD Operations Manager.
3. Document in DAR.

GUIDELINES FOR CALLS FROM CERTIFIED SECURITY ALARM MONITORING PERSONNEL (BURGLAR ALARMS)

1. When a call comes into the Main Gate from Certified Security concerning a burglar alarm at any of the facilities (VILLAGE CENTER or CREEKSIDE ATHLETIC CENTER), immediately view cameras for the identified location of intruders.
 - a. IF NO INTRUDERS ARE VIEWED AT THE IDENTIFIED LOCATION, inform Certified Security that everything is okay and there will be no need to send authorities (SHERIFF). After the call, continue surveillance of the identified location to ensure that no intruders are present. If individuals are viewed and are not recognized as Grand

The alarm company will not contact the guardhouse.

Haven Staff or Amenity Facilitator Staff opening or closing the facility, CALL 911 FOR THE SHERIFF.

- b. If intruders are viewed at the identified location, determine whether or not the intruders are recognized as Grand Haven Staff or Amenity Facilitator Staff opening or closing the facility.
 - i. IF THE INTRUDERS ARE NOT RECOGNIZED, inform Certified Security that they are not recognized as STAFF and to please send Authorities (SHERIFF).
 - ii. IF THE INDIVIDUALS ARE RECOGNIZED as Grand Haven Staff or the Amenity Facilitator Staff, inform Certified Security that everything is OK you view staff and there is no need for the Authorities (SHERIFF). After the call, continue surveillance of the identified location to insure your judgment was correct.

2. Document in DAR.

PROCEDURES FOR GRANTING ACCESS WHEN RECEIVING PHONE CALLS FROM THE PHONE BOXES AT UNMANNED GATES

SERVICE PROVIDERS FOR THE CROSSINGS & WILD OAKS (school bus, garbage truck, newspaper delivery, FPL, AT&T, Spectrum, etc.)

1. The service provider will phone from the phone box requesting entry.
2. Check the video camera monitor screen to confirm the identity.
3. These service providers may be admitted without a pass. The name on their vehicle along with any visible number will be recorded in the Visitor Pass Log. (The tag number is recorded on the tag camera.)
4. When satisfied that the service provider is legitimate and above data is recorded, press 9 to open the unmanned gate.

SECTION 5

DELIVERIES TO RESIDENTS

1. When a vehicle without permanent commercial markings arrives and the driver states that he/she is making a food delivery (pizza, deli or restaurant, etc) and no prior call was received from the resident, the following steps are to be taken:
 - a. Obtain the name and address to which the delivery is to be made.
 - b. Call the resident to verify the delivery.
 - c. While on the line with resident, tactfully advise them that an authorization using the Access Technology would be appreciated and will expedite their delivery.
 - d. If resident approves, allow entry making appropriate log entry.
 - e. If no one answers at residence, ask driver to come back another time.

This has not been enforced since the Covid-19 pandemic because of the increase of deliveries -- Doordash, Uber Eats, Postmates, grocery deliveries, etc.

DAYTONA NEWS-JOURNAL OR OTHER NEWSPAPER OF GENERAL CIRULATION CARRIER ENTRY AT NORTH, SOUTH GATES, THE CROSSINGS & WILD OAKS

We have added "Grand Haven Main Gate" to the telephone access menu with the 445-2376 phone number. Carriers from the Daytona News-Journal or other newspaper delivery services for newspapers of general circulation in Flagler County ("Authorized Carriers") have been told that they can gain entry through our North Gate, South Gate, Crossings and Wild Oaks Gate early in the morning (4:00 am to 5:00 am time frame). Also, US Mail carriers are permitted to enter through North Gate, South Gate and Wild Oaks Gate by going to the telephone access device, selecting "Grand Haven Main Gate", pushing the call button and identifying themselves to the Security Officer at the Main Gate as an Authorized Carrier. The Security Officer is authorized to permit access by pushing the number 9 on their phone, which will open the resident gate. Any company desiring access hereunder as an Authorized Carrier shall contact the Operations Manager to be qualified for access. Delivery access under this paragraph is not authorized for businesses or companies who try to deliver material which is primarily commercial or advertising in nature.

Record name of carrier and license plate in DAR.

RESIDENT GATE OPERATION

1. **Do not open the Resident Gates for residents. They must use their card or fob to open gate.**
2. If fob or card is not working, verify resident in the CRM database and allow entry through the gate. Advise resident to resolve any issues with the CDD office within three (3) days.
3. Do not open gate by visual recognition of resident.

SECTION 6

INOPERABLE OR DAMAGED ACCESS GATE ARMS

The following steps are to be taken when the gates are either inoperable due to mechanical failure or damaged in any manner.

- A. All Gates, except Main Gate,-call the Grand Haven CDD Office at 386-447-1888.
 1. If after hours, **leave only one (1) message** for Maintenance Field Supervisor at private number from list in office.
- B. Main Gate
 1. Call the CDD office at 386-447-1888 between 8:00 am and 5:00 pm, Monday through Friday.
 2. If after hours, leave **only one (1) message** for Maintenance Field Supervisor at private number from list in office.
 3. Place traffic cones in the lane of the inoperative or broken Resident or Exit Gate to block use of that gate.

4. Any broken gate arm/debris is to be placed on the side of the road.
5. Residents going to the Visitor Gate because the Resident Gate is coned off should be allowed entry after verification through the CRM database.

VEHICLE SAFETY

The following procedure is to be implemented when a resident's vehicle is driving through the Resident Gate and there is another vehicle at the Visitor Gate.

The visitor lane traffic will be held until the resident lane is clear of vehicles and the danger of a collision is removed.

Thank you for your attention to this very important item.

GATE ACCESS OFFICER EXPECTATIONS

The Post Orders cover all aspects of Security Officer behavior, dress, etc., and we expect all these orders to be followed. The following behavior is particularly critical to The Grand Haven Community Development District. We expect that these behaviors will be exhibited with absolutely no lapses.

1. When any vehicle approaches your gate, the Officer must go outside on the stoop and greet the people in the approaching vehicle. During inclement weather, you need not open the door but you must go to the door and greet them. If you are on the phone, do your best to acknowledge them with eye contact and a wave.
2. If the vehicle has a Visitor or Vendor Pass, you must determine that the expiration date is current.
3. If it is a visitor or vendor without a pass, process them as quickly and efficiently as possible.
4. Gate Housekeeping. Your physical surroundings set the tone for your mental outlook and influence, positively or negatively, your job performance. We expect the bulletin boards, logs and premises to be kept clean and well organized. To this end, all Security Officers on all shifts are responsible for housekeeping.
 - Floors must be swept, counters kept clean, interior glass surfaces wiped clean, wastebaskets emptied and bathrooms kept spotless.
 - Extensive cleaning, such as mopping floors and cleaning exterior glass, will be done by the 2300 to 0700 shift.
 - Bulletin boards should be well organized and periodically purged of out-of-date information.

SECTION 7

GATE ISSUES REQUIRING ACTION (Refer to Page 3 for Contact Numbers)

A. WATER LEAKS

When notified by a resident of a water leak, take the following action ASAP:

1. Ask the location of the property with the leak.
2. Determine if this is:
 - a private home or property
 - common property
 - a home under construction
 - a vacant lot
3. Take the following action based on where the leak is:
 - If on private property, contact Palm Coast Utility Department at 986-2360 and report the location.
 - If on common property, report the location, by phone, to the CDD Field Maintenance Supervisor and then notify the Operations Manager
 - If at a new home under construction, or on a vacant lot, contact the Palm Coast Utility Department at 986-2360 with the location.
4. Document the incident and action taken in the daily activity log.

** If location cannot be determine by resident reporting leak, call Field Supervisor and leave one (1) message.

** If location is on within the road rights of way and you are reporting after hours, call the City of Palm Coast after hours number in guard house.

NOTE: Do not call CDD Maintenance

- B. When a resident reports a house alarm going off with no one there to shut it off, ask the resident to call the non-emergency Sheriff's Office number 437-4116 and report the location. Do not call CDD Maintenance.
- C. When a resident reports solicitation in Grand Haven, ask them to call and report it to the following two (2) places for action:
 1. City of Palm Coast Code Enforcement at 986-3766
 2. Grand Haven Property Manager at 446-6333
- D. When a resident reports a suspicious vehicle(s) or individual(s), ask them to call and report it to the non-emergency Sheriff's Office at 437-4116.
- E. Reports of "piggybacking" at gates:
 1. **Ask Resident** to report as much information as possible to the CDD Office including day, time, vehicle make and model, license plate number and resident name.
- F. Any health or safety issue noticed by guard (dangerous wildlife, busted pipes, etc):
 1. Should be reported to the CDD Office during normal business hours (Monday through Friday 8:00 am to 5:00 pm)

2. If after hours, the issue should be reported to the Maintenance Supervisor on “private number” leaving **one (1) message**. If unable to reach the Maintenance Supervisor, report to the Field/Operations Manager on “private number” listed in guard office.

EMERGENCY (FIRE) EXIT GATES (Firewise Program)

Many neighborhoods have secondary emergency exit gates to perimeter County roads. These gates are locked for security purposes. (Refer to the map located in the back of Post Orders for locations.) Upon notification of a fire or other emergency that may require use of one or all of these gates, immediately contact the CDD Operations Manager to open the gate(s). In the event of such an emergency, cutting of the chains securing the gates is authorized in an effort to avoid delays.

The gate ID and general locations are:

- #1 Southlake Drive
- #2 Kite Court
- #3 Riverbend Court
- #4 Creekside Drive
- #5 Crossings

PLEASE REFER TO THE GATE LOCATION MAP IN THE BACK OF THE POST ORDERS FOR MORE SPECIFIC LOCATIONS.

The gates will be re-secured by CDD personnel upon receipt of the official “all clear” from the appropriate authorities

SECTION 8 GRAND HAVEN STORM PROTOCOL (Informational Only)

- The following actions will be taken when wind is forecast to reach tropical storm force (39-73 mph sustained winds.) Obtain data from Flagler Emergency, Weather Underground and/or NOAA.
- When actions are to be taken, CDD and Amenity Center Staff will notify community ASAP - minimum of 12 hours in advance of action.

Gates

- Release security officers
 - CDD Operations Staff will open and remove metal gate arms and open The Crossings and Wild Oaks Gates 12 hours in advance of storms or at the discretion of Operations Manager, depending on circumstances
- Security Officers return
 - CDD Operations Staff will close The Crossings and Wild Oaks gates and reinstall gate arms when tropical storm winds forecast to clear and weather allows gate arms to be safely installed at the discretion of the Operations Manager, depending on circumstances

Amenity Centers

- Amenity Center Staff will close amenity centers 12 hours in advance of storm or at the discretion of the Operations Manager
- CERT Team has authority to use the amenity facilities as needed for CERT Team operations.
- Amenity Center Staff will reopen amenity centers when tropical storm winds forecast to clear or at the discretion of the Operations Manager

Deck Areas

- Amenity Center Staff will place chairs and chaise lounges in pools
- Amenity Center Staff will move tables to corner and secure
- Amenity Center Staff will place umbrellas, life preservers, flags, etc., into equipment room

This is no longer done as these are now secured with the tables.

Tennis and Pickleball courts

- Amenity Center Staff will remove wind screens

Misc.

- CDD Operations Staff and Amenity Center Staff will remove canopies at Category 2 winds
- CDD Operations Staff and Amenity Center Staff will secure Village Center main breezeway doors with 2x4's
- CDD Operations Staff and Amenity Center Staff will place the golf cart in Village Center Shed

Communications

- Operations Manager and Amenity Manager will establish agreement regarding all actions to be taken
- Operations Manager establishes agreement with BOS Chair and informs District Manager
- Operations Manager sends e-blast to community regarding actions at gates
- Amenity Manager sends e-blast to community regarding actions at Amenity Centers

I. Map - Roads, Gates, Fire Hydrants, Lift Stations, Buildings

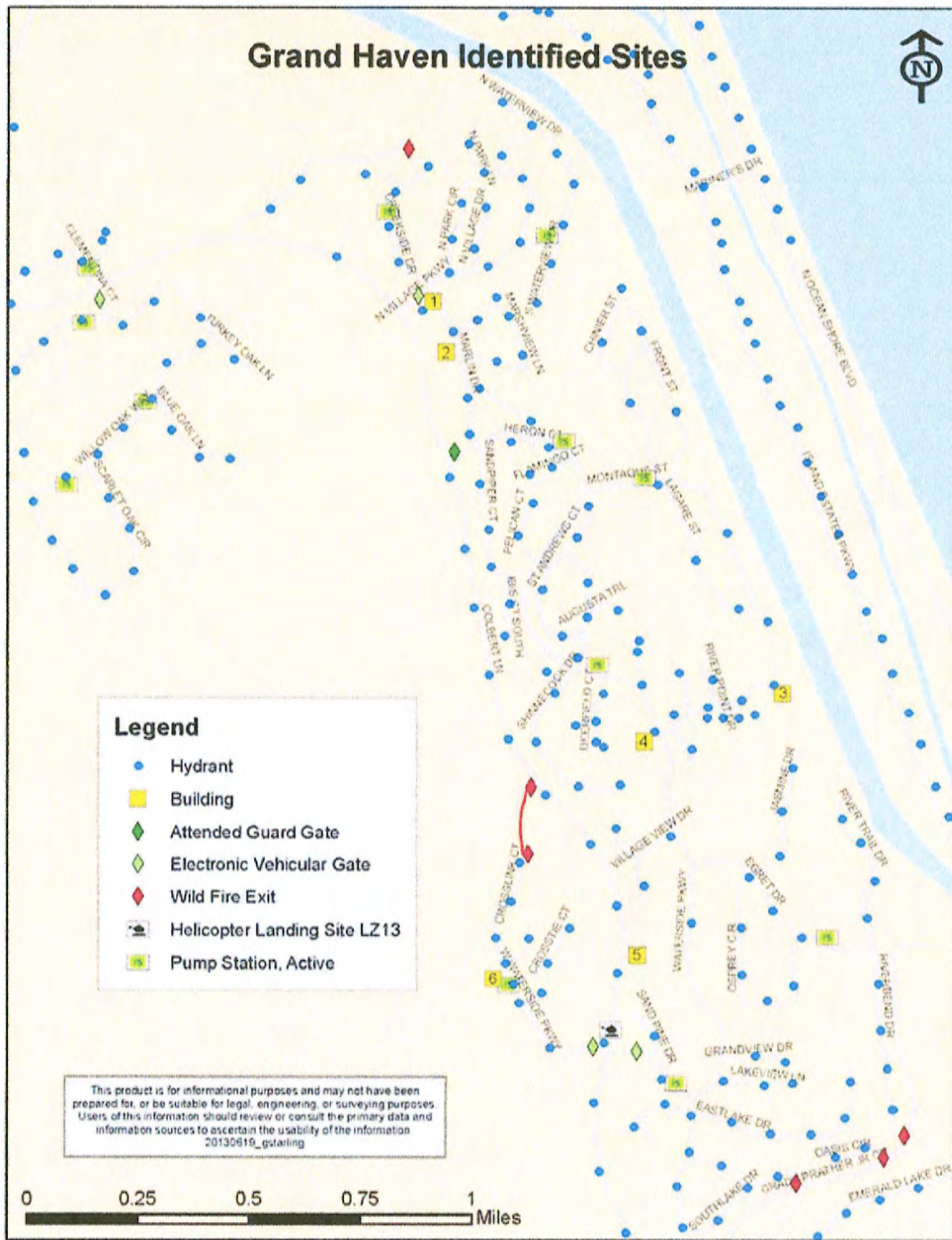


EXHIBIT 3

RTS
Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
OSPREY LAKES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by **Grand Haven Developers, LLC**, a Delaware limited liability company ("Declarant") as of this 21st day of February, 2001.

ARTICLE I

INTRODUCTION AND DEFINITIONS

1.1 Introduction

(a) Declarant is the owner of the real property located in Palm Coast, Flagler County, Florida more particularly described on Exhibit A attached hereto (the "Property"). The Declarant has developed the Property as a residential subdivision known as Osprey Lakes.

(b) Declarant hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Declarant is imposing for the benefit of all owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

(c) Every Person acquiring title to any portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

1.2 Definitions

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

(a) "Architectural Design Guidelines" means the most recent version of the Grand Haven Architectural Design Guidelines promulgated by the Declarant from time to time, which sets forth architectural and landscaping guidelines and requirements for the construction of Dwellings on Lots.

(b) "Architectural Design Committee" shall mean and refer to the board established in the Master Declaration to approve exterior and structural improvements, additions and changes within the Property and to develop and administer architectural design standards for the Property and the other Villages within the Development.

(c) "Areas of Common Responsibility" shall mean and refer to areas designated by the Declarant as areas of common maintenance, repair and management, including without limitation, the street shoulders, walkways, sidewalks, street lighting, landscaping, and signage along all rights-of-way now or hereafter located on the Property, whether said rights-of-way are privately owned, Common Areas, dedicated to the public, or conveyed to the Association or the CDD. Furthermore, Areas of Common Responsibility shall mean and refer to the maintenance, repair and management of the Surface Water Management System and all lakes, lagoons, wetlands and drainageways now or hereafter located on the Property, or any portion thereof.

(d) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(e) "Association" means The Grand Haven Master Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns, in its capacity as an unincorporated association of Lot Owners within the Property, and in such capacity it is a Subordinate Association as defined in the Master Declaration.

(f) "Board" or "Board of Directors" means the Association's Board of Directors.

(g) "CDD" shall mean and refer to the Grand Haven Community Development District established by that Ordinance No. 97-03 of the Board of County Commissioners of Flagler County, Florida establishing a Community Development District known as The Grand Haven Community Development District filed April 2, 1997 in Official Records Book 579, page 253, and Notice of Establishment of The Grand Haven Community Development District filed September 30, 1999 in the Official Records Book 669, page 1656, all of the Public Records of Flagler County, Florida.

(h) "Club Owner" or "Owner of the Club Property" means the record owner from time to time of the Club Property.

(i) "Club Property" means all real and personal property designated on the Plat and in this Declaration or now or hereafter established within the Development for use as golf course, golf clubhouse, golf practice range, golf course maintenance facility or other recreational activities customarily associated with golf country club operations. The Club Property shall not include any of the Property or the Common Areas or the CDD properties.

(j) "Common Areas" means all those areas of the Property designated by Declarant as a Common Area and which are or may be conveyed to the Association or to the

CDD. The Common Areas may include, without limitation, entry features located at any or all of the access points to the Property, as well as the Recreational Amenities as are, from time to time, located within and form a part of the Property and are specifically designated by the Declarant as being Recreational Amenities, including, without limitation, such amenities as clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths, landscaped areas and gardens, and such other facilities and services as may be designated by the Declarant from time to time. Furthermore, "Common Areas" shall mean and refer to the Surface Water Management System and all lakes, lagoons, wetlands and drainageways now or hereafter located on the Property. The Common Areas shall not include any recreational amenities included within the Club Property. Any lakes, ponds, canals, lagoons, wetlands and drainageways now or hereafter located on the Club Property which are part of the Surface Water Management System may be deemed Common Area by the Declarant and conveyed to a CDD. If such areas of the Club Property which are a part of the Surface Water Management System, are not conveyed to the CDD, they shall nonetheless be deemed an Area of Common Responsibility.

(k) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(l) "Declarant" means Grand Haven Developers, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, Florida, 32256, its successors and assigns to whom the rights of the Declarant hereunder are specifically assigned. Declarant may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Declarant unless expressly stated in the assignment, but may exercise such rights of Declarant as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

(m) "Development" shall mean and refer to the mixed-use residential and commercial community located in Palm Coast, Flagler County, Florida and commonly known as Grand Haven.

(n) "Development Order" shall mean and refer to the Development Order applicable to the portion of River Club defined in the River Club Development of Regional Impact and adopted pursuant to Section 380.06(20), Florida Statutes, on January 3, 1989 as resolution No. 89-6 of the Board of County Commissioners of Flagler County, Florida, and recorded in Official Records Book 377, page 507 of the Public Records of Flagler County, Florida, as amended by Notice of Adoption of an Amendment to the Development Order recorded in Official Records Book 578, page 320, as amended by Notice of Adoption of an Amendment to the Development Order recorded in Official Records Book 590, page 1375, as same may be further amended and modified from time to time, as amended by Resolution 98-65 recorded in Official Records Book 628, page 1016 of the Public Records of Flagler County, Florida.

(o) "Dwelling" means any improved portion of the Property intended for use as a residential dwelling unit, including without limitation, any single family attached or detached house, townhouse, condominium unit or patio or cluster home, whether detached or

attached, but excluding rental apartments. Improvements shall constitute a Dwelling at such time as construction of the improvement is sufficiently completed to receive final building inspection approval from the applicable governmental authorities or if such approval is not available, at such time as the improvements are substantially completed in accordance with applicable plans and specifications.

(p) "Golf Course Lots" means all Lots having frontage on or common boundaries with a portion of the Club Property.

(q) "Lakefront Lots" means all Lots having common boundaries or containing within the Lot lines a portion of a lake or pond within the Property.

(r) "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

(s) "Legal Documents" collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time, the Master Declaration, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

(t) "Lot" means any plot of land shown on any recorded subdivision plat of the Property or portions thereof, which is intended as a building site for a Dwelling, and excluding any areas designated as Common Areas or dedicated for utility sites or public use.

(u) "Master Declaration" means the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated February 21, 2001 and recorded in Official Records Book 729, page 259 of the Public Records of Flagler County, Florida.

(v) "Master Plan" means the conceptual plan for the development of the Grand Haven Development as determined by the Declarant from time to time, including the plan of development as described by the Development Order. All references to the Master Plan shall be references to the latest revisions thereof.

(w) "Members" means the members of the Association as defined and described in the Master Declaration and in the Articles of Incorporation of the Association.

(x) "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

(y) "Mortgagee" means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

(z) "Owner" or "Lot Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation, and excluding the Association, and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way or utility sites. Declarant is an Owner as to all portions of the Property owned by Declarant.

(aa) "PCCSC" shall mean and refer to the Palm Coast Community Service Corporation, a Florida not-for-profit corporation, its successors and assigns.

(bb) "PCCSC Declaration" shall mean and refer to that certain Declaration of Restrictions and Protective Covenants for River Club filed in Official Records Book 539, Page 238 of the Public Records of Flagler County, Florida, and to which the Property is subject.

(cc) "Person" means any natural person or entity having legal capacity.

(dd) "Plat" means any subdivision plat of any portion of the Property recorded in the Public Records of Flagler County, Florida and the recorded plat of any additional lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

(ee) "Property" means the real property in Flagler County, Florida, described in Exhibit "A" attached to this Declaration and such additions or deletions thereto as may be made in accordance with the provisions of this Declaration. The Property shall not include any portion of the Club Property.

(ff) "Recreational Amenities" means such recreational facilities and improvements as are, from time to time, located within the Development and specifically designated by the Declarant as being recreational amenities including, without limitation, such amenities as clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths and gardens, and such other facilities and services as may be designated by the Declarant from time to time. The Recreational Amenities shall not include any amenities included within the Club Property.

(gg) "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

(hh) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water

pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C..

(ii) "The Work" means the initial development of all or any portion of the Property pursuant to the Master Plan or the Development Order by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Dwellings by Persons other than Declarant. "The Work" is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE II

PROPERTY RIGHTS AND COMMON AREAS

2.1 Common Areas.

(a) Conveyance of Common Areas. The Declarant will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to the Common Areas owned by Declarant at such time as in its sole discretion it deems appropriate, but not more than one year following substantial completion of construction of the improvements located thereon or the date the United States Department of Housing and Urban Development insures any First Mortgage on a Unit, whichever shall first occur. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage and public utilities. The property conveyed shall be accepted by the Association "as is" without any warranty express or implied as to the condition or value of such property. Upon recordation of any deed or deeds conveying Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

(b) Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Declarant as Common Areas provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this subparagraph, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Declarant shall own any portion of the Property, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Areas in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot or the Club Property, the Declarant shall not have the right to withdraw such Common Areas without the consent of the Owner of the Lot or the Club Property, which is so affected. Addition of land to and withdrawal of land from the Common Areas shall be evidenced by recording a deed or supplementary declaration in the public records of Flagler County, Florida, which shall specifically reference such addition or

withdrawal. Withdrawal of land from the Common Areas by the Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Declarant shall be deemed to be Common Areas unless such land is expressly referenced as such herein, or subsequently designated as such by the Declarant pursuant to this subparagraph, even if the Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this Section, upon the Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

(c) Use by Declarant. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Declarant shall have the right to use and occupy portions of the Common Area without payment of any rent or use fee as necessary or convenient for the development of the Property until Declarant has sold all Lots within the Property. Declarant shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement.

(d) Community Development District. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association and their respective successors and assigns the right to dedicate, transfer, sell or otherwise convey portions of the Property including, without limitations, the Common Areas and recreation facilities, to the CDD for purposes of having the CDD construct, operate, maintain and repair any and all public improvements which the CDD may legally own and operate pursuant to the Provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths and other recreational facilities. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Areas and Areas of Common Responsibility. Each Owner shall execute all approvals and consents necessary to make all properties within the Development subject to the CDD and the laws, regulations and rules relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all such approvals, consents and other instruments necessary to fully implement the CDD and make said Owner's property subject to the CDD and the laws, regulations and rules relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Each Owner shall be solely responsible for all service charges, fees and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property of said Owner. Upon conveyance of property to the CDD, all of the duties, responsibilities and obligations of the Association under this Declaration relating to such property and the improvements located thereon shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

(e) Exculpation From Liability and Responsibility. IT IS CONTEMPLATED THAT TITLE TO OR EASEMENTS FOR THE COMMON STREETS AND SURFACE WATER MANAGEMENT SYSTEM FOR THE DEVELOPMENT HAVE HERETOFORE

BEEN OR SHALL HEREAFTER BE GRANTED AND CONVEYED BY THE DECLARANT TO THE ASSOCIATION OR THE CDD. FOLLOWING SUCH CONVEYANCE THE ASSOCIATION OR CDD, AS APPLICABLE, SHALL, SUBJECT TO THE TERMS AND PROVISIONS OF THIS DECLARATION, HAVE SOLE AND EXCLUSIVE JURISDICTION OVER AND RESPONSIBILITY FOR THE OWNERSHIP, ADMINISTRATION, MANAGEMENT, REGULATION, CARE, MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT, IMPROVEMENT, PRESERVATION AND PROTECTION OF THE COMMON STREETS AND SURFACE WATER MANAGEMENT SYSTEM WITHIN THE DEVELOPMENT. ACCORDINGLY, EACH OWNER, BY THE ACCEPTANCE OF A DEED OR OTHER CONVEYANCE TO HIS LOT SHALL BE DEEMED TO HAVE AGREED THAT NEITHER THE DECLARANT, FLAGLER COUNTY NOR ANY OTHER GOVERNMENTAL AGENCY OTHER THAN THE CDD, IF APPLICABLE, SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER (WHETHER FINANCIAL OR OTHERWISE) WITH RESPECT TO THE COMMON STREETS AND THE SURFACE WATER MANAGEMENT SYSTEM FOR THE DEVELOPMENT AND EACH SUCH OWNER SHALL BE DEEMED TO HAVE FURTHER AGREED TO LOOK SOLELY AND EXCLUSIVELY TO THE ASSOCIATION OR THE CDD, AS APPLICABLE, WITH RESPECT TO ANY SUCH LIABILITY OR RESPONSIBILITY.

2.2 Owner's Easements of Enjoyment. Every Owner of a Lot and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot subject to the easements and other property rights granted in this Article and to the following:

(a) Assessments. Assessments for maintenance, repair and replacement of facilities, if any, situated upon the Common Areas as provided in this Declaration or other applicable recorded instruments.

(b) Dedication. The right of the Owner of the Common Areas, with the consent of the Declarant if not the Owner of the Common Areas, to dedicate or transfer all or portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Declarant as part of The Work or prior to transfer of control of the Association to Owners other than Declarant, shall not require the approval of the Lot Owners or the Association. Any other dedication or transfer must be approved by two-thirds (2/3) or more of the Members of the Association at a meeting duly convened for such purpose, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(c) Declarant. The rights of the Declarant hereunder to add or withdraw land from the Common Areas and to occupy and use portions of the Common Areas for development purposes. The Declarant also has the right to approve or disapprove all construction, renovations or repairs of any improvements on the Common Areas and the location of such improvements.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable Regulations governing the use of the Common Areas.

(e) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property.

(f) Easements. The right of the Declarant and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for utilities or drainage across all or any part of the Common Areas.

(g) Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

(h) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.3 General Easements. All Lots are subject to perpetual easements:

(a) to the Association for ingress and egress and for the performance of the Association's duties hereunder; and

(b) for the drainage of ground and surface waters in the manner established by Declarant as part of The Work. In addition to the easements shown on any Plat, each Lot is subject to perpetual drainage easements along each side Lot line in the amount of three (3) feet for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities.

2.4 Property Boundary Fence. As part of The Work, Declarant may construct a privacy fence or landscaped buffers across some of the Lots and portions of the Common Areas to separate the Property or portions thereof, and provide a buffer, from adjoining portions or the Property, right-of-ways or other properties (the "Property Boundary Fence"). All Lots upon which portions of the Property Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Fence. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Lot Owner fails to properly maintain the Property Boundary fence as hereinafter provided.

2.5 Plat Easements. Reference is made to the utilities, drainage, ingress and egress and other easements shown on a Plat. The Declarant shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage

ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable systems, and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Declarant, the Association or the grantee of the easement. If the Owner fails to promptly remove improvements or landscaping, the Declarant, the Association or the grantee of the easement may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

2.6 Club Property Easements and Other Matters.

(a) Reference is made to the golf and recreation easements and golf cart path easements and other rights and privileges reserved in the Master Declaration. These easements include, without limitation: (i) easements for the unintentional hitting of golf balls over and on the Property and the recovery of golf balls from the Property; (ii) easements for the location, use and maintenance of golf cart paths; and (iii) the use of necessary and usual equipment upon the Club Property, and the noise level associated therewith, together with all normal and usual activities associated with playing golf and maintaining and operating a golf course and club.

(b) The Owners of Golf Course Lots by acceptance of title to their Lots subject to the terms of this Declaration, shall be deemed to have assumed all risks associated with ownership of property adjacent to a golf course, and the Owner of the Club Property shall not be responsible for and shall have no liability in connection with any damage to property, including any Dwellings, or personal injury or death which may result from or in connection with the use by any person of the golf easements granted herein.

(c) By acceptance of title to their Lots subject to the terms of this Declaration, all Owners acknowledge and agree that the Club Property is private property and that no Lot Owner has any rights or privileges with reference to the Club Property by virtue of ownership of a Lot. By way of example and not limitation: (i) no Owner or occupant of a Lot has any right to enter upon the Club Property, whether or not during hours of operation, to walk, run, walk their pets or for any other reason, without checking in at the Club Property office; (ii) the Owner of the Club Property may make any modifications or alterations of the Club Property that it deems appropriate, including relocating portions of the golf course or modifying landscaping, without any approval or consent of any Lot Owner or other Person.

(d) The Club Property may be improved as used for: (i) golf, tennis, swimming and other recreational activities customarily associated with golf and tennis country club operations, (ii) commercial activities reasonably incidental to or customarily associated with golf and tennis country club operations, including food and beverage services, and the recreation and entertainment of country club members and guests, (iii) commercial activities reasonably incidental to or customarily associated with golf and tennis pro shops (iv) amateur and professional golf and tennis tournaments, and (v) such concessions and other commercial activities as are reasonably incidental to or customarily associated with such golf and tennis tournaments. Notwithstanding anything to the contrary set forth in this Declaration, however, the Declarant, for itself and its licensees, agents, invitees, successors and assigns, hereby specifically reserves an easement upon and the right, privilege and license of using any or all of the Common Area, including, without limitation, and all common streets, parking lots, sidewalks and walkways on the Property, in connection with and in support of golf and country club operations and activities and any amateur or professional golf or tennis tournaments on the Property, including specifically, without limitation, the right, privilege, license and easement to limit, control, restrict or permit, by ticket, pass or otherwise, ingress or egress to and from the Property by, through, over and upon any and all of the Common Area; provided, however, that the exercise of such rights, privilege, license and easement by the Declarant and its licensees, agents, invitees, successors and assigns shall not prohibit or unreasonably interfere with or restrict the right, privilege, license and easement of an Owner and the members of his or her family, his or her employees, guests and other invitees to have ingress and egress to and from his or her residence as elsewhere provided in this Declaration. Notwithstanding anything to the contrary set forth in this Declaration, the Club Property shall not be liable for Assessments of the Association and the Club Owner may locate and erect thereon from time to time buildings, structures, landscaping and other improvements without the requirement of approval by the Association or the Architectural Design Committee.

(e) No Owner or any occupant of a Lot shall cause or permit any interference with the playing of golf on the Club Property, including by way of example and not limitation, playing music or making or allowing noises that can be heard on the Club Property.

2.7 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every portion of the Property or the Club Property enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to the portions of the Property or the Club Property granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.8 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in the Common Areas, except as expressly provided in this Declaration. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot, subject to the Association's Regulations.

2.9 Platting and Subdivision Restrictions. Declarant may from time to time, plat or replat all or any part of the Property owned by Declarant, and may widen or extend any right-of-way shown on the Plat or convert a Lot or other portions of the Property for use as a right-of-way or other uses, provided that Declarant owns the lands where such changes occur. Declarant may also establish covenants and restrictions and amendments thereto with respect to any such portion of the Property.

ARTICLE III

USE RESTRICTIONS

3.1 Residential Use. Each Lot and the buildings constructed therein shall be used for single family residential purposes only, and no foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except that a "home office" may be maintained within each Dwelling, provided that: (i) no work or service is conducted on the Lot that can be seen or heard outside of the Dwelling; and (ii) such trade, business, commercial activity or profession does not cause a material increase in traffic to and from the Lot. The letting, renting, or leasing of Dwellings for non-transient residential purposes shall not constitute a trade or business.

3.2 Architectural Standards.

(a) Initial Construction. No building, fence, wall, mailbox, swimming pool, driveway or other improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by the Architectural Design Committee in accordance with the procedures described in Article VIII of the Master Declaration. Reference is made to the Architectural Design Guidelines, copies of which are available to Owners and their contractors at the offices of the Association. All plans and specifications submitted to the Architectural Design Committee for approval and all construction of improvements on a Lot must comply with the Architectural Design Guidelines, as interpreted by the Architectural Design Committee. The Declarant has the unrestricted right to modify the Architectural Design Guidelines from time to time, and no person shall have any vested interest or right to require adherence to, or modification of, any design standard, except Declarant.

(b) Modifications of Exteriors. A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his Dwelling or Lot including driveways and landscaped areas, nor make any additions to the exterior of his Dwelling including the installation of window air conditioners, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material

samples when requested) that have been approved by the Architectural Design Committee in accordance with the procedures described in Article VIII of the Master Declaration;

(c) Selection of Builder/Contractor. To assure that all construction undertaken within the Property meets uniform quality standards and in order to assure that those builders and contractors who engage in construction activities within the Property cooperative and are compatible with the uniform, high quality marketing and sales program conducted by Declarant, the construction of any and all improvements on a Lot, including a Dwelling, must be undertaken only by builders who are in the participating builder program affecting the Property, if any, then in effect (the "Participating Builders"). A list of the Participating Builders shall be available at the main office of Declarant. If Declarant does not have a Participating Builders program in effect at the time Owner is ready to commence construction, the Owner shall submit to Declarant the name of the builder chosen by the Owner and other information requested by Declarant. Any builder, contractor or subcontractor utilized by an Owner shall be approved in writing by Declarant prior to the commencement of any construction which approval may be withheld by the Declarant, if in Declarant's opinion the builder is not suitable for the Property. Declarant's approval of a builder or Participating Builders as set forth herein shall not be construed as a warranty or guaranty by Declarant of the builder or its product.

(d) Commencement of Construction. The construction of a Dwelling on a Lot within the Property must be completed within three (3) years from the date of closing of the acquisition of the Lot from Declarant. The Association shall have the full authority to take all legal actions necessary or appropriate to enforce this provision.

3.3 Minimum Square Footage. Dwellings shall have a minimum of two thousand (2000) square feet of interior heated and air conditioned living area, exclusive of garages, porches and patios.

3.4 Other Structures. Except as to items initially approved by the Declarant, no sheds, tanks, storage buildings, clothes lines, basketball hoops or support structures, children's play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Architectural Design Committee. Basketball hoops or support structures may not be attached to the Dwelling and must be easily removed and stored within the Dwelling when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Dwelling, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Declarant.

3.5 Landscaping. In connection with the initial construction of a Dwelling on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Dwelling plans and specifications as part of the architectural approval process. Landscape plans for Lakefront Lots shall include sod to the top of the normal high waterline of the lake, even if that waterline is located in Common Areas outside of the Lot lines. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot including

grassed areas of the lake banks of Lakefront Lots. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No living trees may be removed without the written approval of the Declarant. Any Person removing trees in violation of this covenant shall pay to the Declarant a stipulated liquidated damage sum of \$200.00 per inch of diameter measured three (3) feet above the ground. The Architectural Design Guidelines contain information about the standards used by the Architectural Design Committee to determine whether or not an existing tree shall be removed.

3.6 Permits and Restrictions. Reference is made to the St. Johns River Water Management District ("SJRWMD") Permit No. 4-035-0018M3-ERP and the United States Army Corp of Engineers ("USACE") Permit No. 199605078 (PD-BG), as amended and supplemented, copies of which are on file in the offices of the Association. The Property has been developed in accordance with requirements of these permits and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against a Lot Owner violating such permits.

All Owners of Lots by acceptance of title to the Lot shall be deemed to have assumed the obligation to comply with the requirements of the foregoing permits as such relate to the Lot. Except as required or permitted by the foregoing permits issued by the USACE and SJRWMD, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the USACE or SJRWMD, unless and until such activity is authorized by or exempt from the requirements of USACE and SJRWMD. In the event that a Lot Owner violates the terms and conditions of such permits and for any reason the Declarant or the Association is cited therefor, the Lot Owner agrees to indemnify and hold the Declarant and the Association harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation.

3.7 Fences and Walls.

(a) General. Except as to items initially approved by the Declarant, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Architectural Design Committee. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted.

(b) Property Boundary Fence. Without the prior written approval of the Declarant, the Property Boundary Fence, as described in Article II hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

(c) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these

easement areas are subject to removal at the expense of the Owner of the Lot when requested by Declarant, the Association, or the grantee of the easement.

3.8 Setback Lines. To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, the Declarant shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to applicable zoning regulations and other requirements of Law. The Architectural Design Guidelines contain information about the standards used by the Architectural Design Committee to determine building setbacks.

3.9 Parking Restrictions and Garages.

(a) Parking. No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one ton capacity or less (collectively "Permitted Vehicles") may be parked in the garage or driveway of the Dwelling, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Dwelling. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Declarant. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph.

(b) Garages. All Dwellings must be constructed with a garage (attached or detached) which shall contain at least two standard size parking places usable for parking vehicles. All garages must have operable garage doors and electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances may face toward the side or front of the Lot. No garage shall be permanently enclosed or converted to another use, and no screening of any kind by be installed within the garage door opening, including without limitation, screen doors.

(c) Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the Declarant as part of the plans and specifications for the Dwelling.

3.10 Antenna Systems. No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Dwelling or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable architectural criteria established by the Declarant and approved by the Architectural Design Committee regarding location and screening which do not unreasonably interfere with signal reception. One flag of the United States of America may be displayed on each Lot in accordance with Regulations established by the Architectural Design Committee.

3.11 Occupancy and Leasing Restrictions.

(a) Occupancy. Each of the Dwellings shall be occupied only by the Owner or lessee of a Dwelling, members of their family, their servants and nonpaying social guests. Entire Dwelling may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests.

(b) Lease Requirements. All rentals of Dwellings by Owners shall be documented by a written lease which shall set forth, among other things, the address of the Dwelling, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. No Dwelling may be used as a rooming house, hostel or hotel. The occupancy of a Dwelling for less than thirty (30) consecutive days is strictly prohibited. No more than two (2) leases may be executed for a Dwelling during any twelve (12) month period based on the date of commencement of the lease. Rentals of less than ninety (90) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. A Dwelling may be subleased one (1) time during a lease period for a period of not less than thirty (30) consecutive days. In the event that a tenant desires to extend its lease period, such extension period shall not be less than thirty (30) consecutive days. The tenants which are occupying a Dwelling pursuant to a written lease shall be permitted to use the Recreational Amenities during the lease term, provided that the tenants comply with any and all policies, rules and regulations imposed by the CDD, with respect to the Recreational Amenities. Only one (1) family is permitted to lease a Dwelling at any particular time.

(c) Compliance. All tenants shall be subject to the terms and conditions of the Legal Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Legal Documents and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Dwelling are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the Legal Documents, the Board shall have the power to bring legal proceedings against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will also be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property, Recreational Amenities or Common Areas, or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant or occupants. Special assessments may be levied against the Lot for such amounts.

3.12 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Dwelling, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. "Common household pets" means dogs, cats, domestic birds, and fish. The

Association may establish a maximum number of pets that may be kept on a Lot. Dogs must be kept on a leash or within enclosed areas at all times. Owners, tenants and occupants shall restrain their dogs from interfering with persons playing golf or performing maintenance operations on the Club Property, including without limitation, not permitting dogs to bark repeatedly at golfers.

3.13 Storage of Fuel Tanks, Garbage and Trash Receptacles. The installation and location of all tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuels, must be in compliance with the requirements of the Law and the requirements of the Architectural Design Guidelines. Any permitted above-ground fuel containers must be completely screened from view of adjacent Lots and streets. All containers for garbage or trash, must be located inside of Dwellings or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Dwelling, or in refuse containers concealed from view.

3.14 Utilities. All potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system installed by Declarant as part of The Work. No well of any kind shall be dug or drilled on the Property without the prior approval of the Declarant and the Club Owner. No septic tank may be constructed on any Lot, and no wastewater may be discharged on the open ground or into the lakes.

3.15 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Design Committee and with such Committee's approval. Such devices may not be installed on the portion of the roof of a Dwelling facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

3.16 Signs and Mailboxes.

(a) Signs. Except as may be required by Law, no signs or advertising posters of any kind, including "For Rent," "For Sale," and other similar signs erected by Owners, the Association, or any agent, broker, contractor or subcontractor thereof, shall be maintained or permitted within any windows or on the exterior of any improvements or on any Lot within the Property, without the express written permission of the Architectural Design Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Design Committee and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this subparagraph shall not be apply to Declarant, and Declarant shall have the right to install or approve the installation of signs necessary or appropriate in Declarant's sole opinion to continue the development and sale of the Property, including without limitation, permitting Grand Haven Participating Builders to place for sale signs on Lots. In addition, the Association, shall have the

right to repair and replace existing, directional or other signs installed by Declarant on any portion of the Common Areas in accordance with architectural standards adopted therefor by the Architectural Design Committee.

(b) Mailboxes. The size, design and color of all mailboxes and the supporting structures must be approved by the Declarant and must comply with Postal Service regulations.

3.17 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

3.18 Window Treatments and Air Conditioners. No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Dwelling. The portion of drapes, blinds, and other window coverings visible from the outside of the Dwelling shall be a solid (non-patterned) color. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

3.19 Security Alarms. Security alarms audible outside of the Dwelling must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes.

3.20 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any portion of the Property. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has reasonably adequate insurance in force. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

3.21 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year, unless the Owner has elected not to restore such improvements. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction.

3.22 Maintenance of Vacant Lots. Prior to the commencement of construction of a Dwelling on a Lot, the Owner shall keep his Lot free and clear of dead material, including, without limitation, trees, fallen branches, and debris. If the Lot is cleared or has grass growing on it, the grassy areas shall be mowed and maintained to a height of six inches or less and shall be cleared of all weeds and unsightly vegetation. If the lot is a wooded Lot, the Owner shall maintain the vegetation in the weeded areas in their natural state to a height of six inches or less. In the event that Owner fails to maintain his Lot in accordance herewith, the Association shall provide the Owner with written notice of the Association's intent to provide such necessary maintenance and/or cleaning, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance and/or cleaning deemed necessary. The Owner shall have fifteen (15) days to complete the same in good and workmanlike manner. In the event that Owner fails to comply, the Association may provide any such maintenance and/or cleaning, at the sole cost and expense of such Owner, and said cost shall be added to any become a part of the Assessment to which such Owner and his property are subject and shall become a lien against such property.

ARTICLE IV

THE ASSOCIATION

4.1 Authority. The Grand Haven Master Association, Inc. is hereby designated as the association (the "Association") of Lot Owners within the Property to provide for the orderly control, administration, and management of the Property. The Association is an unincorporated Subordinate Association as defined in the Master Declaration. Every Owner of a Lot is a Member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

4.2 Powers. The Association shall have all powers of a Florida not-for-profit corporation and, to the extent not in conflict therewith, those powers set forth in this Declaration and the Association's Articles and By-Laws. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, and the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association set forth herein.

4.3 Administration. All matters pertaining exclusively to administration, management or maintenance of the Property or the Association's performance of its rights or duties under this Declaration, including the enforcement of the provisions hereof, shall be conducted by the Association as separate and distinct functions from its other activities as the master association of all owners within the Development or as the Subordinate Association of other subdivisions within the Development, including by way of example, the keeping of

separate books and records, preparing separate budgets, and conducting separate meetings of Lot Owners within the Property when necessary or appropriate.

4.4 Voting Rights and Governance. Paragraph 5.2 of the Master Declaration sets forth the voting rights and governance procedures pertaining to the Association.

4.5 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.6 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Declarant, so long as Declarant is a Member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and By-Laws must be available for inspection by any Owner or the Declarant at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

4.7 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the Members. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

4.8 Club Owner. Although the Club Owner is not a Member of the Association, it shall have the right to attend Association meetings, to address the Board of Directors and Members of the Association, and to review and obtain copies of the Association's records relating to its participation in the Surface Water or Stormwater Management System and other matters directly affecting the Club Property or the Club Owner.

4.9 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws and the Master Declaration, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Master Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of the Master Declaration and the Association's Articles and By-Laws control anything in this Declaration to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) General. Subject to the rights of the Declarant and the Owners, as set forth in this Declaration, the Association has management and control of any Common Areas that are not conveyed or designated for conveyance to the CDD, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall maintain such Common Areas and all landscaping and personal property located thereon in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to such Common Areas commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Declarant as part of The Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep any insurable improvements located on the Common Areas or Areas of Common Responsibility if the improvements are owned by the Association, if any, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000.00 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

5.2 Areas of Common Responsibility.

(a) Lake Maintenance. Subject to the rights of the Declarant, the Club Owner, the CDD and Flagler County, Florida, and other governmental authorities, the Association shall be responsible to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes, ponds and other bodies of water within the Property. The provisions of this paragraph do not supersede the provisions of Article VII hereof that require Lakefront Owners to maintain the lake shoreline located adjacent to their property.

(b) Surface Water Management. The Association shall operate and maintain the Surface Water Management System in accordance with the permits issued by the Florida Department of Environmental Protection, the SJRWMD, and the USACE and all regulations or conditions applicable thereto, including all lakes, ponds, littoral areas, retention areas, drainage easements, "Private Easements" shown on a Plat, control structures, underdrains, culverts and filtration systems, notwithstanding that a portion of the Surface Water Management System may be located within one (1) or more Lots or the Club Property. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Surface Water Management System of the Association shall be performed as ordered by the Board of Directors of the Association, and the cost of such maintenance incurred by the Association pursuant to this subparagraph, shall be a Common Expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration. Any modification of the Common Areas that would adversely affect the Surface Water or Stormwater Management System must have the prior approval of the SJRWMD and the Declarant. The Association shall also maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction.

(c) Landscaped and Grassed Areas. The Association shall maintain, repair and replace all landscaping and grassed areas:

(i) within the right-of-ways within the Property unless a Lot fronts thereon, in which case the Lot Owner shall maintain the area;

(ii) at entranceways to the Property;

(iii) on or about lift station sites or other utility parcels within the Property;

(iv) areas designated on the Plat or the Master Plan as landscaped buffer zones or landscaped areas; and

(v) which have been designated as Areas of Common Responsibility by the Declarant, except such portions of the aforesaid areas to be maintained by Lot Owners under the provisions of Article VII hereof. The foregoing shall include all sprinkler systems, pumps and other related improvements installed by Declarant in such areas. The Club Owner shall not be responsible for maintenance of, nor shall it be required to share the costs incurred by the Association in performing maintenance, repair or replacement of such landscaped or grassed areas. The Association shall not be responsible for maintenance of, nor shall it be required to share in the cost of maintaining, any landscaped or grassed areas or any irrigation equipment located within the Club Property.

(d) Signage. The Association shall also maintain signage within the Property identifying the Development and the various subdivisions therein. The cost of maintaining the entry signage and landscaping and other signs identifying the Development is a common expense

of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration and the Master Declaration.

(e) Community Development District. Notwithstanding the foregoing provisions of this Article V, the Association shall be responsible to perform the foregoing maintenance obligations only to the extent that the Common Areas, Surface Water Management System, and the responsibility for maintaining them and the Areas of Common Responsibility have not been conveyed or transferred to the CDD. Upon any conveyance of the Common Areas or the Surface Water Management System and the transfer of the maintenance responsibilities for such areas and the Areas of Common Responsibility to the CDD, the Association shall be released of such obligations for so long as they are being performed by the CDD. The Association may also contract with the CDD to perform its maintenance obligations under this Declaration.

5.3 Services. The Association may obtain and pay for the services of any Person (including the Declarant or the CDD) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Areas or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

5.4 Regulations. The Association is empowered from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property and the Common Areas so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors. For so long as Declarant owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Declarant. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's Regulations for the use of the Property and at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

5.5 Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.6 Access by Association. The Association has a right of entry on to all portions of the Property and the Club Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed by Declarant or the CDD as part of The Work, and except for personal property related to the Common Areas, must be approved by the Declarant for so long as Declarant maintains a Controlling Interest as defined in the Master Declaration.

5.8 Reserves. The Association may establish and maintain an adequate reserve fund for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Legal Documents. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

5.9 Limitation. Notwithstanding anything herein to the contrary, all rights and obligations of the Association set forth in this Declaration pertain to its capacity as the Subordinate Association of Lot Owners within the Property.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for the Assessments.

(a) General. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual or supplemental assessments or charges and any special assessments established and levied pursuant to the terms of this Declaration. Assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof, including

reasonable attorneys' fees shall be the personal obligation of the Owner of the Lot at the time the assessment was made. In addition, the assessments against Lots shall be secured by a lien in favor of the Association as set forth herein. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or common services, or abandonment of his Lot. The Club Property is not subject to assessment under this Declaration.

(b) Limitation. Notwithstanding anything herein to the contrary, the assessments levied by the Association under this Article and all other rights and obligations of the Association under this Article shall pertain only to the Association's capacity as the Subordinate Association of Lot Owners within the Property.

6.2 Annual Maintenance Assessments.

(a) General.

(i) The annual maintenance assessments levied by the Association with reference to the Property must be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Areas of Common Responsibility (including maintenance of adequate reserves), the payment of any cost sharing or other agreements to which the Association is a party, and for the performance of the Association's duties under the Legal Documents pertaining to the Property. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law, including the maintenance of adequate reserve accounts.

(ii) The Board of Directors of the Association shall determine annual assessments in accordance with the provisions of this Article to meet the projected financial needs of the Association pertaining to the Property. Subject to subparagraph (b) of this paragraph, the Board's decision as to the amount of the annual assessment and manner of collection shall be dispositive. The Board shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours.

(b) Amount.

(i) Until January 1 of the year immediately following the recording date of this Declaration, the maximum annual maintenance assessment shall be One Hundred Dollars (\$100.00) for each Lot. The Board of Directors may fix the Assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the recording date of this Declaration and each year thereafter, the Board

of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum annual Assessment for the following year provided that the maximum annual Assessment may not be increased more than fifteen percent (15%) above the maximum annual Assessment for the previous year unless approved by two-thirds (2/3) of the Owners present in person or by proxy and voting at a meeting duly convened as provided hereunder.

(c) Rate of Assessment. Lots shall be assessed uniformly in the amount determined by the Board from time to time in accordance with this Article, except as set forth in paragraph 6.6 below.

(d) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following conveyance of the first Lot to an Owner other than Declarant. If the operation of this Declaration is extended to additional lands, as provided herein, then the annual assessment begins against all Lots within such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending the operation of the Declaration to all or part of such additional lands. The first annual assessment against all Lots shall be prorated according to the number of months then remaining in the fiscal year. The first annual assessment against any parcel shall be prorated according to the number of months then remaining in the fiscal year.

6.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by two-thirds (2/3) of those Owners present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Lot Owner for his proportionate amount thereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

6.5 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

6.6 Uniformity of Assessments. Anything contained herein to the contrary notwithstanding, Declarant shall be exempt from the payment of any annual Assessments, special Assessments and emergency special Assessments with respect to unimproved and unoccupied properties owned by the Declarant and subject to this Declaration until such time as Declarant waives this exemption in writing. The Declarant hereby covenants and agrees, however, that, so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association or until Declarant waives the foregoing exemption, whichever first occurs, it shall pay to the Association, at the end of the annual accounting period, a sum of money equal to any operating deficit experienced by the Association, exclusive of any reserves for the replacement of improvements; provided, however, the Declarant shall not pay more than a sum equal to the amount of the Assessment for said year, or portion thereof owned, which the Declarant would have paid if the exempted property were not exempt.

6.7 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific lands have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments is binding on the Association as of the date of issuance.

6.8 Lien for Assessments. All sums assessed to any portion of the Property, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien which is hereby reserved for the benefit of the Association and which shall be enforceable through appropriate legal proceedings. The Association may record a notice of lien signed by an officer of the Association against any portion of the Property when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such portion of the Property when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing. The Association shall not have any lien right against the Club Property or the Commercial Parcel under this Declaration.

6.9 Effect of Nonpayment; Remedies of the Association. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, shall also commence to accrue simple interest at the rate of fifteen percent (15%) per annum. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if an Assessment has not been paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated by the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, and, upon adoption of a policy therefor by the Board of Directors, interest on the principal amount due at the rate of fifteen percent (15%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any

other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Dwelling, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling, and an Owner shall remain personally liable for Assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot or Dwelling.

6.10 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.11 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any portion of the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Maintenance. Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the

lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between his Property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. Owners of Lakefront Lots shall keep the shoreline of the lake free of litter and debris and shall install, maintain and irrigate sod to the normal high waterline of the lake, even if the normal high waterline is located beyond the Lot boundary.

7.2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction.

ARTICLE VIII

OPERATION AND EXTENSION

8.1 Declarant's Additions.

(a) General. The Declarant shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion thereof, constituting part of the Master Plan. Declarant shall also have the right, at any time from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional properties shall be adjacent or contiguous to Property already subjected to this Declaration (for purposes of this Declaration, property separated by public or private roads, lakes, golf courses, conservation areas, or open landscaped areas shall be deemed contiguous), (ii) the addition of such property shall be reasonably consistent with the common scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the Owner or Owners thereof other than the Declarant shall become, upon their inclusion within the Property, subject to assessments for Association expenses.

(b) Supplementary Declaration. The addition of property to this Declaration shall be made and evidenced by filing in the public records of Flagler County, Florida, a supplementary declaration of covenants and restrictions with respect to the property to be added. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the method or rate of assessment for common expenses, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration, provided that all such modifications are reasonably consistent with the common scheme for development set forth in the Declaration and in the Master Plan. Such supplementary declaration shall become effective upon being recorded in the public records of Flagler County, Florida. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of this Association, or the Owners or mortgagees of the Property, or any portion thereof, or any other party. Provided however, if the Veterans Administration has insured or guaranteed any mortgages encumbering lands within the

Property, any such annexation: (i) must be evidenced by a supplementary declaration recorded within fifteen (15) years of the date this Declaration is recorded; and (ii) shall be subject to a determination by the Veterans Administration that such annexation is in accord with the general plan previously approved by the Veterans Administration, which determination shall be deemed to have been affirmatively made and approval granted, if the Veterans Administration shall not have disapproved the proposed annexation within thirty (30) days of the date of submission of the requested approval.

(c) Additional Declarations. Declarant reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional property owners' associations having administrative responsibility and control over certain portions of the Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

8.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth above requires the approval of two-thirds (2/3) of the Lot Owners within the Property. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement.

(a) Legal Proceedings. The Declarant, the Association, or any Lot Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, and the Club Owner shall have the right to enforce its rights and privileges hereunder. If the Association or the Club Owner or the Declarant is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Declarant, or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Declarant, unless otherwise provided by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

(b) No Waiver. Failure by the Declarant, the Association, or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Declarant or the Association to any Owner or any other Person.

(c) Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the USACE and SJRWMD shall have the rights and powers enumerated in this paragraph. The USACE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the USACE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the USACE permit, must have prior written approval of the USACE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the permits must be assigned to and accepted by an entity approved by the USACE and SJRWMD.

9.2 Term and Renewal. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Declarant, the Club Owner, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

9.3 Amendment.

(a) Declarant. The Declarant reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents, a Plat, the Plan, or the Development Order; or (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and approved by not less than sixty-seven percent (67%) of the total voting interests of all Owners within the Property. No amendment shall be effective until recorded.

(c) Club Owner. No amendment of any provision hereof directly affecting the Club Property or the Club Owner shall be effective without the written joinder of the Club Owner.

9.4 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

9.5 Other Approvals. All of the following actions require the prior approval of the Declarant (for so long as Declarant owns any Lots for sale in the ordinary course of business) and as the same may be required by the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in subparagraph (a) of paragraph 9.3; and (b) alienation or encumbrancing of all or any portion of the Common Areas; and (c) the merger, consolidation, or dissolution of the Association; and (d) the extension of the provisions of this Declaration to lands other than the Property.

9.6 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, Declarant reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

9.7 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

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

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.8 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant whatever it or they determine to be necessary, convenient, or desirable to complete The Work. The foregoing includes the right for Declarant and any Person designated by Declarant in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

9.9 Assignment. Declarant may assign to any Person, including persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Declarant in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.8 hereof. Any such assignment shall be non-exclusive

unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

9.10 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9.11 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Flagler County, Florida at the time of such mailing, or as to the Declarant at the address set forth on page 1 hereof. Notices to the Association shall be sent in the manner described above to the registered office of the Association.


IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

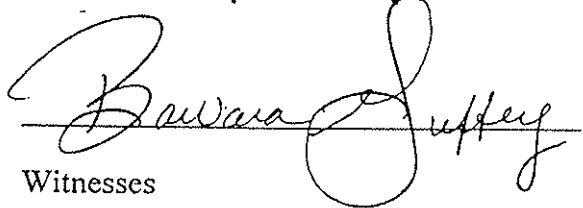
Signed, sealed and delivered
in our presence:

GRAND HAVEN DEVELOPERS, LLC,
a Delaware limited liability company

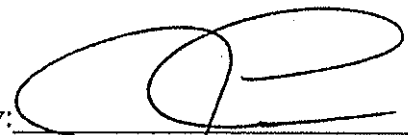
By: LandMar Group, LLC, a Delaware
limited liability company, its
sole member

By: LandMar Management, LLC, a
Delaware limited liability company,
its manager





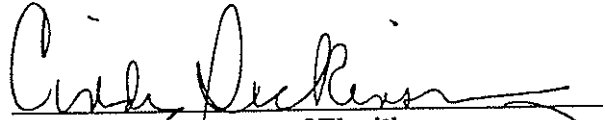
Witnesses

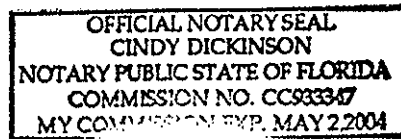
By: 

James T. Cullis, Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 21st day of February, 2001 by James T. Cullis, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manger of LandMar Group, LLC, a Delaware limited liability company, the sole member of Grand Haven Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.


Notary Public, State of Florida
Print Name: Cindy Dickinson
My Commission Expires:



EXHIBITS

Exhibit A - The Property

VILLAGE H-1 AT GRAND HAVEN (OSPREY LAKES)

A PART OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF MARSH CROSSINGS AT GRAND HAVEN, AS RECORDED IN MAP BOOK 31, PAGES 58 THROUGH 60 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, ACCORDING TO THE PLAT OF WATERSIDE PARKWAY EXTENSION PHASE 3, AS RECORDED IN MAP BOOK 31, PAGES 47 THROUGH 50 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, THE FOLLOWING TWELVE COURSES: COURSE NO. 1) NORTH $10^{\circ}28'49''$ EAST, A DISTANCE OF 22.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; COURSE NO. 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $18^{\circ}57'22''$ WEST AND A CHORD DISTANCE OF 452.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 860.00 FEET; COURSE NO. 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 817.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $21^{\circ}10'11''$ WEST AND A CHORD DISTANCE OF 786.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH $06^{\circ}03'11''$ EAST, A DISTANCE OF 686.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 840.00 FEET; COURSE NO. 5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 232.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $01^{\circ}52'08''$ WEST AND A CHORD DISTANCE OF 231.55 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET; COURSE NO. 6) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $33^{\circ}14'35''$ EAST AND A CHORD DISTANCE OF 47.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) NORTH $76^{\circ}16'38''$ EAST, A DISTANCE OF 15.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; COURSE NO. 8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $70^{\circ}50'46''$ EAST AND A CHORD DISTANCE OF 33.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 9) NORTH $65^{\circ}24'53''$ EAST, A DISTANCE OF 96.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 225.00 FEET; COURSE NO. 10) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $87^{\circ}07'44''$ EAST AND A CHORD DISTANCE OF 166.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11) SOUTH $71^{\circ}09'26''$ EAST, A DISTANCE OF 115.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 475.00 FEET; COURSE NO. 12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE, AN ARC DISTANCE OF 11.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°29'20" EAST AND A CHORD DISTANCE OF 11.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 150.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°41'58" EAST AND A CHORD DISTANCE OF 150.22 FEET; THENCE NORTH 37°23'55" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 51°40'53" EAST AND A CHORD DISTANCE OF 16.86 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°32'58" EAST AND A CHORD DISTANCE OF 54.95 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°22'53" EAST AND A CHORD DISTANCE OF 29.24 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 09°32'51" EAST, A DISTANCE OF 24.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 51°17'04" WEST AND A CHORD DISTANCE OF 29.24 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°11'11" WEST AND A CHORD DISTANCE OF 3.61 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°54'48" EAST AND A CHORD DISTANCE OF 29.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°04'45" EAST, A DISTANCE OF 35.14 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 388.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°25'23" EAST AND A CHORD DISTANCE OF 99.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46°46'01" EAST, A DISTANCE OF 73.82 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 312.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°30'52" EAST AND A CHORD DISTANCE OF 46.27 FEET TO A POINT ON SAID CURVE; THENCE NORTH 51°44'17" EAST, A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING

A RADIUS OF 437.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°10'32" EAST AND A CHORD DISTANCE OF 122.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°05'21" EAST, A DISTANCE OF 74.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 163.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°26'23" EAST AND A CHORD DISTANCE OF 58.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°47'27" EAST, A DISTANCE OF 193.41 FEET; THENCE SOUTH 56°11'11" EAST, A DISTANCE OF 129.95 FEET; THENCE SOUTH 54°49'33" WEST, A DISTANCE OF 12.60 FEET; THENCE SOUTH 67°04'44" EAST, A DISTANCE OF 92.28 FEET; THENCE SOUTH 49°05'07" EAST, A DISTANCE OF 47.12 FEET; THENCE SOUTH 33°48'47" WEST, A DISTANCE OF 89.75 FEET; THENCE 82°48'44" EAST, A DISTANCE OF 88.72 FEET; THENCE SOUTH 07°11'16" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 82°48'45" WEST, A DISTANCE OF 50.53 FEET; THENCE SOUTH 19°47'59" WEST, A DISTANCE OF 118.09 FEET; THENCE SOUTH 52°03'29" WEST, A DISTANCE OF 68.53 FEET; THENCE SOUTH 15°28'21" WEST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 00°16'24" EAST, A DISTANCE OF 55.53 FEET; THENCE SOUTH 07°36'23" EAST, A DISTANCE OF 118.92 FEET; THENCE SOUTH 38°58'49" EAST, A DISTANCE OF 83.67 FEET; THENCE SOUTH 03°25'47" EAST, A DISTANCE OF 101.51 FEET; THENCE SOUTH 89°21'34" WEST, A DISTANCE OF 27.04 FEET; THENCE SOUTH 17°24'14" WEST, A DISTANCE OF 18.82 FEET; THENCE SOUTH 12°39'43" WEST, A DISTANCE OF 51.50 FEET; THENCE SOUTH 00°00'25" WEST, A DISTANCE OF 24.30 FEET; THENCE SOUTH 01°06'48" WEST, A DISTANCE OF 75.03 FEET; THENCE SOUTH 12°40'00" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 12°39'58" EAST, A DISTANCE OF 38.07 FEET; THENCE SOUTH 01°42'57" EAST, A DISTANCE OF 65.06 FEET; THENCE SOUTH 14°26'12" EAST, A DISTANCE OF 60.98 FEET; THENCE SOUTH 09°24'51" EAST, A DISTANCE OF 61.91 FEET; THENCE SOUTH 07°49'40" WEST, A DISTANCE OF 11.95 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE GRAND HAVEN GOLF COURSE FRONT NINE PLAT (PROPOSED); THENCE ALONG SAID BOUNDARY, THE FOLLOWING EIGHT COURSES: COURSE NO. 1) NORTH 77°26'40" WEST, A DISTANCE OF 432.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET; COURSE NO. 2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°19'28" WEST AND A CHORD DISTANCE OF 60.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) SOUTH 82°47'44" WEST, A DISTANCE OF 357.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; COURSE NO. 4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF

126.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH
51°53'27" WEST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; COURSE NO. 5) NORTH 07°22'38" WEST, A
DISTANCE OF 307.29 FEET; COURSE NO. 6) NORTH 06°12'42" WEST, A
DISTANCE OF 672.16 FEET; COURSE NO. 7) NORTH 04°42'03" EAST, A
DISTANCE OF 366.97 FEET; COURSE NO. 8) NORTH 12°04'05" EAST, A
DISTANCE OF 411.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.15 ACRES MORE OR LESS.

Inst No:01004555 Date:02/22/2001
GAIL WADSWORTH, FLAGLER County
By: *J. Laughtrey*, D.C. Time:10:31:57

OFF REC 0729 PAGE 0311

Prepared By and Return To: ^{RT}
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207
(904) 399-0870

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**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRAND HAVEN
MASTER ASSOCIATION**
(Osprey Lakes and South Ridge)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 21st day of February, 2001, by **Grand Haven Developers, LLC**, a Delaware limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant has previously executed and recorded that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association dated February 21, 2001 and recorded in Official Records Book 729, Page 259, Public Records of Flagler County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2.3 of the Declaration, Declarant has the right to add all or a portion of certain Adjoining Lands (as defined in the Declaration) to the Property (as defined in the Declaration) and subject such Adjoining Lands to the Declaration; and

WHEREAS, Declarant is the owner of the lands more particularly described on Exhibit "A" hereto, which are a part of the Adjoining Lands, and Declarant desires to submit such lands to the terms and conditions of the Declaration; and

WHEREAS, any term defined in the Declaration shall have the same meaning when used herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Declarant declares as follows:

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

2. Addition of Adjoining Land. The property described on Exhibit "A" attached hereto and incorporated herein by this reference is Adjoining Land which shall henceforth be subject to the terms and conditions of the Declaration.

3. Certification. Declarant hereby certifies that the addition of the Adjoining Land set forth in paragraph 2 above has been duly authorized and approved by the Declarant.

4. Ratification. The Declaration, as modified hereby, remains in full force and effect and is hereby ratified and affirmed.

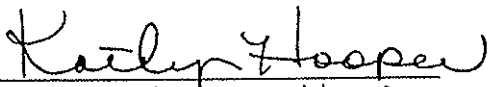
IN WITNESS WHEREOF, the Declarant has caused its duly authorized officer to execute this Supplemental Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association as of this 21st day of February, 2001.


Signed, sealed and delivered
in our presence:

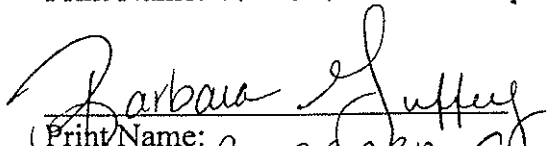
GRAND HAVEN DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited liability company, its sole member

By: LandMar Management, LLC, a Delaware Limited liability company, its manager

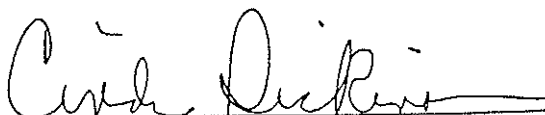

Print Name: KATHY HOOPER

By: 
James T. Cullis, Vice President

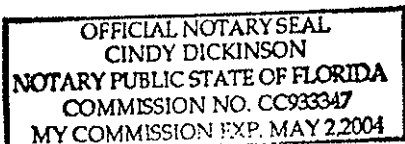

Print Name: BARBARA GUFFEY

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 21st day of February, 2001 by James T. Cullis, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Grand Haven Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.


Notary Public, State of Florida

Print Name Cindy Dickinson
My Commission Expires:



A PART OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF MARSH CROSSINGS AT GRAND HAVEN, AS RECORDED IN MAP BOOK 31, PAGES 58 THROUGH 60 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, ACCORDING TO THE PLAT OF WATERSIDE PARKWAY EXTENSION PHASE 3, AS RECORDED IN MAP BOOK 31, PAGES 47 THROUGH 50 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, THE FOLLOWING TWELVE COURSES: COURSE NO. 1) NORTH $10^{\circ}28'49''$ EAST, A DISTANCE OF 22.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; COURSE NO. 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $18^{\circ}57'22''$ WEST AND A CHORD DISTANCE OF 452.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 860.00 FEET; COURSE NO. 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 817.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $21^{\circ}10'11''$ WEST AND A CHORD DISTANCE OF 786.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH $06^{\circ}03'11''$ EAST, A DISTANCE OF 686.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 840.00 FEET; COURSE NO. 5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 232.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $01^{\circ}52'08''$ WEST AND A CHORD DISTANCE OF 231.55 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET; COURSE NO. 6) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $33^{\circ}14'35''$ EAST AND A CHORD DISTANCE OF 47.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) NORTH $76^{\circ}16'38''$ EAST, A DISTANCE OF 15.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; COURSE NO. 8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $70^{\circ}50'46''$ EAST AND A CHORD DISTANCE OF 33.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 9) NORTH $65^{\circ}24'53''$ EAST, A DISTANCE OF 96.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 225.00 FEET; COURSE NO. 10) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $87^{\circ}07'44''$ EAST AND A CHORD DISTANCE OF 166.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11) SOUTH $71^{\circ}09'26''$ EAST, A DISTANCE OF 115.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 475.00 FEET; COURSE NO. 12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE, AN ARC DISTANCE OF 11.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°29'20" EAST AND A CHORD DISTANCE OF 11.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 150.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61°41'58" EAST AND A CHORD DISTANCE OF 150.22 FEET; THENCE NORTH 37°23'55" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 51°40'53" EAST AND A CHORD DISTANCE OF 16.86 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°32'58" EAST AND A CHORD DISTANCE OF 54.95 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°22'53" EAST AND A CHORD DISTANCE OF 29.24 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 09°32'51" EAST, A DISTANCE OF 24.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 51°17'04" WEST AND A CHORD DISTANCE OF 29.24 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°11'11" WEST AND A CHORD DISTANCE OF 3.61 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°54'48" EAST AND A CHORD DISTANCE OF 29.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°04'45" EAST, A DISTANCE OF 35.14 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 388.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°25'23" EAST AND A CHORD DISTANCE OF 99.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46°46'01" EAST, A DISTANCE OF 73.82 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 312.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°30'52" EAST AND A CHORD DISTANCE OF 46.27 FEET TO A POINT ON SAID CURVE; THENCE NORTH 51°44'17" EAST, A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING

A RADIUS OF 437.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°10'32" EAST AND A CHORD DISTANCE OF 122.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°05'21" EAST, A DISTANCE OF 74.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 163.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°26'23" EAST AND A CHORD DISTANCE OF 58.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°47'27" EAST, A DISTANCE OF 193.41 FEET; THENCE SOUTH 56°11'11" EAST, A DISTANCE OF 129.95 FEET; THENCE SOUTH 54°49'33" WEST, A DISTANCE OF 12.60 FEET; THENCE SOUTH 67°04'44" EAST, A DISTANCE OF 92.28 FEET; THENCE SOUTH 49°05'07" EAST, A DISTANCE OF 47.12 FEET; THENCE SOUTH 33°48'47" WEST, A DISTANCE OF 89.75 FEET; THENCE 82°48'44" EAST, A DISTANCE OF 88.72 FEET; THENCE SOUTH 07°11'16" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 82°48'45" WEST, A DISTANCE OF 50.53 FEET; THENCE SOUTH 19°47'59" WEST, A DISTANCE OF 118.09 FEET; THENCE SOUTH 52°03'29" WEST, A DISTANCE OF 68.53 FEET; THENCE SOUTH 15°28'21" WEST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 00°16'24" EAST, A DISTANCE OF 55.53 FEET; THENCE SOUTH 07°36'23" EAST, A DISTANCE OF 118.92 FEET; THENCE SOUTH 38°58'49" EAST, A DISTANCE OF 83.67 FEET; THENCE SOUTH 03°25'47" EAST, A DISTANCE OF 101.51 FEET; THENCE SOUTH 89°21'34" WEST, A DISTANCE OF 27.04 FEET; THENCE SOUTH 17°24'14" WEST, A DISTANCE OF 18.82 FEET; THENCE SOUTH 12°39'43" WEST, A DISTANCE OF 51.50 FEET; THENCE SOUTH 00°00'25" WEST, A DISTANCE OF 24.30 FEET; THENCE SOUTH 01°06'48" WEST, A DISTANCE OF 75.03 FEET; THENCE SOUTH 12°40'00" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 12°39'58" EAST, A DISTANCE OF 38.07 FEET; THENCE SOUTH 01°42'57" EAST, A DISTANCE OF 65.06 FEET; THENCE SOUTH 14°26'12" EAST, A DISTANCE OF 60.98 FEET; THENCE SOUTH 09°24'51" EAST, A DISTANCE OF 61.91 FEET; THENCE SOUTH 07°49'40" WEST, A DISTANCE OF 11.95 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE GRAND HAVEN GOLF COURSE FRONT NINE PLAT (PROPOSED); THENCE ALONG SAID BOUNDARY, THE FOLLOWING EIGHT COURSES: COURSE NO. 1) NORTH 77°26'40" WEST, A DISTANCE OF 432.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET; COURSE NO. 2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°19'28" WEST AND A CHORD DISTANCE OF 60.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) SOUTH 82°47'44" WEST, A DISTANCE OF 357.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; COURSE NO. 4) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF

126.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°53'27" WEST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) NORTH 07°22'38" WEST, A DISTANCE OF 307.29 FEET; COURSE NO. 6) NORTH 06°12'42" WEST, A DISTANCE OF 672.16 FEET; COURSE NO. 7) NORTH 04°42'03" EAST, A DISTANCE OF 366.97 FEET; COURSE NO. 8) NORTH 12°04'05" EAST, A DISTANCE OF 411.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.15 ACRES MORE OR LESS.

VILLAGE I-1 AT GRAND HAVEN (SOUTH RIDGE)

A PART OF SECTIONS 22 AND 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY EXTENSION (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AS SHOWN ON THE PLAT OF WATERSIDE PARKWAY EXTENSION PHASE 3, AS RECORDED IN MAP BOOK 31, PAGES 47 THROUGH 50 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $10^{\circ}05'32''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE, A DISTANCE OF 709.51 FEET; THENCE SOUTH $59^{\circ}55'27''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.82 FEET; THENCE SOUTH $39^{\circ}00'21''$ EAST, A DISTANCE OF 151.48 FEET; THENCE SOUTH $44^{\circ}12'06''$ EAST, A DISTANCE OF 243.71 FEET; THENCE SOUTH $17^{\circ}21'40''$ EAST, A DISTANCE OF 94.44 FEET; THENCE SOUTH $44^{\circ}57'56''$ EAST, A DISTANCE OF 150.55 FEET; THENCE SOUTH $15^{\circ}49'05''$ EAST, A DISTANCE OF 672.25 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF WATERSIDE PARKWAY EXTENSION, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 290.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 288.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $59^{\circ}38'38''$ WEST AND A CHORD DISTANCE OF 277.07 FEET TO A POINT ON SAID CURVE; THENCE NORTH $16^{\circ}01'06''$ WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 473.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $57^{\circ}42'42''$ WEST AND A CHORD DISTANCE OF 432.34 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 590.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $89^{\circ}39'19''$ WEST AND A CHORD DISTANCE OF 199.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $79^{\circ}54'20''$ WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 12.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.27 ACRES MORE OR LESS.

OFF REC 0828 PAGE 1720

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OSPREY LAKES**

This First Amendment to Declaration of Covenants and Restrictions is made as of May 23, 2002 by **Grand Haven Developers, LLC**, a Delaware limited liability company (the "Declarant"), whose address is 5 Sandpiper Court, Palm Coast, Florida 32137.

PRELIMINARY STATEMENT

By Declaration of Covenants and Restrictions for Osprey Lakes dated February 21, 2001 and recorded in Official Records Book 0729, page 0318 of the Public Records of Flagler County, Florida (the "Declaration"), Declarant imposed covenants and restrictions on certain property more particularly described in the Declaration for the purpose of establishing a common plan of development for the property described therein. Article IX, paragraph 9.3 of the Declaration permits the Declarant to amend the Declaration without the joinder or consent of any owner, the Association, the holder of any lien encumbering the Property, or any other person to cure any ambiguity, error or inconsistency between the provisions of the Declaration and the other Legal Documents.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

1. Paragraph 3.2(d), Commencement of Construction, is amended to read in its entirety, as follows:

(d) Commencement of Construction. The construction of a Dwelling on a Lot within the Property must be commenced within two (2) years from the date of closing of the acquisition of the Lot from Declarant. Commencement of construction means completing all site work and constructing the foundation for the Dwelling. The Association shall have the full authority to take all legal actions necessary or appropriate to enforce this provision.

2. Paragraph 9.1, Enforcement, is amended to add 2 new subparagraphs (d) and (e), as

2. Paragraph 9.1, Enforcement, is amended to add 2 new subparagraphs (d) and (e), as follows:

(d) Suspension of Use Rights; Fines. In the event of violations of the provisions of the Legal Documents, the Association is authorized to suspend for a reasonable time the rights of Owners, their tenants, guests or invitees, or both to use the Common Area or Recreational Facilities, and to levy fines against Owners, their tenants, guests or invitees, in accordance with §720.305(2), Florida Statutes. Imposition of any of the foregoing sanctions requires the following procedures:

(i) Notice. The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days (the "Sanction Notice"). The Sanction Notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association.

(ii) Hearing. The alleged violation shall be presented to a committee of at least three Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the person(s) not later than twenty-one (21) days after the hearing. If the Committee does not by majority vote approve the sanction, the sanction shall not be imposed.

(iii) Penalties. For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00). For violations of the Legal Documents or Regulations pertaining to the use of Common Area or the Recreational Amenities or other common facilities, the Board may also suspend a Member's or Member's family members, tenants, guests or invitees use of such facilities for a period not to exceed ninety (90) days. The Board of Directors shall consider, among other

factors, the nature of the violation and the number of prior violations of the same or similar rules or regulations by the violator.

(iv) Payment of Penalties. Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments.

(v) Collection of Penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration.

(vi) Application of Penalties. All monies received from penalties shall be allocated as directed by the Board of Directors.

(vii) Limitation. The requirements of this subsection do not apply to the imposition of suspensions or fines authorized by the Legal Documents upon any Member because of the failure of the Member to pay assessments or other charges when due.

(e) Expenses. In addition to the sanctions set forth above, if the Association incurs any expenses in enforcing the provisions of the Legal Documents against an Owner or his or her family members, tenants, guests or invitees after the Association's initial notice (the "Initial Notice") setting forth the violation or non-compliance and the expiration of any cure period stated in the Initial Notice, then the Owner shall be responsible for payment of, or reimbursement to, the Association for all expenses incurred by the Association after the Initial Notice. Any such payment or reimbursement shall be due within ten (10) days of the Association's statement setting forth the expenses. The foregoing includes all expenses incurred by the Association after the Initial Notice that are reasonably necessary to obtain compliance by the offending Owner or his family members, tenants, guests or invitees, including without limitation, fees and costs charged by attorneys for additional demands for compliance or the Sanction Notice described in subparagraph (d) above. Expenses shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration. The Owner shall be liable for payment of the Association expenses as set forth above, whether or not the Association invokes the provisions of subparagraph (d) above.

3. Limitation. Except as amended herein, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants and Restrictions for Osprey Lakes the date first stated above.

Signed, sealed and delivered in the presence of:

GRAND HAVEN DEVELOPERS, LLC, a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited liability company, its sole member

By: LandMar Management, LLC, a Delaware limited liability company, its manager

Heather K. Harris
Print Name: Heather K. Harris

[Signature]
By: James T. Cullis, Vice President

Todd A. Staffler
Print Name: TODD A STAFFLER

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 23rd day of MAY, 2002 by James T. Cullis, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Grand Haven Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced as identification.

Kathy J. Hooper
Notary Public, State of Florida
Print Name: KATHY J. HOOPER
My Commission Expires:



EXHIBIT 4



Community Development District

BEST MANAGEMENT PRACTICES FOR STORM WATER DETENTION POND BANK PLANTINGS

adopted by GHCDD BOS on 7.24.2013

General Principles:

The “lakes” behind Grand Haven homes are, in reality, storm water detention ponds, a very important component of the District’s storm water management system. This system has been developed to reduce the possibility of Grand Haven homes and roads being flooded during tropical storms/hurricanes. The storm water detention ponds have been designed, constructed and maintenance obligations have been developed, under the authority of the Saint Johns River Water Management District. The SJWMD has the statutory authority to issue fines of up to \$10,000 per day for violations of their rules, regulations and requirements.

Runoff from normal rain, tropical storm and hurricane precipitation, originating from impervious surfaces, such as roofs, gutters, downspouts, driveways, sidewalks and roadways, flows into street drains, which are connected through large underground pipes to the storm water detention ponds. Runoff containing nutrients (largely nitrogen and phosphorus), from fertilizer used on lot owners’ turf grass surrounding the storm water detention ponds banks, is intended to be absorbed by a vegetative buffer of plantings between the turf grass and the water’s edge. These storm water detention ponds bank plants act as a “nutrient sink”, absorbing the fertilizer runoff, which would otherwise stimulate the overgrowth of submerged aquatic vegetation (pond weeds) and stimulate the overgrowth of algal blooms (pond scum.)

These bank planting species, planted as required in staggered rows approximately four feet on center, beginning at the water’s edge, retain the designed and permitted pond bank slope angles (specific to every pond) by reducing erosion and siltification (the filling in of the pond by soils carried in the erosion process.)

Undesirable components of the storm water flow drop (precipitate) to the storm water detention pond bottom allowing the upper level and higher quality water to move on when tropical storms and/or hurricanes raise the water levels to overtop control structures (weirs, dams, flat grates,) with the higher quality water eventually finding its way either to defined and regulated wetland buffer areas and then eventually into the Intracoastal Waterway, or directly to the Intracoastal Waterway through very large underground pipes from a few District ponds located parallel to and adjacent to the Intracoastal Waterway. The storm water outflow from the District’s storm water detention ponds may be closely monitored by Florida and United States Departments of Environmental Protection agencies, which are currently developing Maximum Daily Load Limits for substances contained in the outflows. Very large fines are being developed for communities that exceed these MDL Limits.

It is the responsibility of the Grand Haven CDD to maintain the hydraulics (water flow) in and through the storm water detention ponds, and control any overgrowth of submerged aquatic vegetation (by stocking of grass eating triploid [sterile] grass carp and aquatic herbicide application) and algal overgrowth (by reduction of nutrient load into the water and algaecide applications.)

The Grand Haven CDD and Master Associations, after consultation with, and in *consideration of the recommendations of the University of Florida Soil and Water Science Department*, the University of Florida Cooperative Extension Service, the Water and Environmental Program Coordinator for the City of Palm Coast, and in compliance with the SJRWMD, have approved the following allowable detention pond bank new planting scheme:

Plantings for Detention Pond Banks

***Spartina bakeri* - Sand Cordgrass**

This grass is the only plant permitted on the pond banks.

Location: First row of grasses must be consistent with the lowest existing row of healthy *Spartina bakeri*, which may be on another property around the pond perimeter, progressing in rows approximately four feet apart up the bank for a minimum of two rows, If the bank soil surface is exposed further up the bank, additional rows of *Spartina* should be planted, three to four rows preferred. Total number of rows will be different for every pond, based on distance from water's edge to level, horizontal surface (usually lot owner turf grass) surrounding the pond. Some ponds may require just two rows, others three, four or more.

Spacing: To control erosion and reduce siltification, grasses must be planted in rows paralleling the shoreline, plants approximately 4 feet apart, planted in staggered rows

Maintenance: For safety of GHCCDD maintenance crews, residents and their guests, the storm water detention pond bank surface between rows and columns of grasses must be kept clear to prevent dangerous wildlife from being hidden from view. Invading weeds, vines, shrubs and brush between the plants must be removed immediately. Grasses should not be trimmed below 30 inches and no more often than 2x (twice) per year, or may die.

Replacement: Dying/dead grasses must be replaced by lot owner immediately. Death may occur due to intolerance to cold, drought, flooding due the grass being submerged under water after hurricanes/tropical storms, salinity of the pond water, improper soil selection, over trimming, and/or any other cause. *Spartina bakeri* is the preferred and recommended grass species, as it is the hardiest, most self-sustaining grass for pond bank planting, requiring the least frequent replacement.

Irrigation: hand watering in only, best to plant during rainy season (summer), then no further irrigation once established

Fertilization: None, ever.

Ground Cover for Detention Pond Banks

Groundcover: nothing or pine straw

The only approved ground cover for detention pond banks is pine straw. Pine straw forms a mat when wet, helping to suppress weeds, and is acidic, also helping to suppress weeds. The pine straw mat stays in place on the bank, and does not float into the water during rain/runoff, which would cause an undesirable increase in nutrient loading in the pond water, promoting algal blooms.

Ground cover in the form of plants is not permitted.

New installations of lawn turf (sod) and irrigation systems down to the water line are not to be permitted on the detention pond banks

Pine bark mulch should not be used, as it will float into ponds, causing increased nutrient loading.

Stone should not be used as it does not control siltification and the stone may wash into the pond altering the permitted design of pond contours.

Exception for GHCDD Pond Outfall Structures

In order to better control pond bank erosion adjacent to community storm water outfall structures, and in accordance with DOT specifications, a three-foot-wide border of Bahia Grass has been installed adjacent to the concrete storm water outfall structures (mitered end sections) and running contiguous with the coquina rock/riprap in the outfall sluiceway down to the waterline. Responsibility for maintenance of the outfall structure border Bahia Grass will rest with the GHCDD. As stated above, no other sod/turf is permitted anywhere on the pond banks.

EXHIBIT 5

Grand Haven Master Association, Inc.

Post Office Box 354785 | Palm Coast, Florida 32135

www.grandhavenmhoa.com

Dr. Robert Carlton, President
Mr. Murray Salkovitz, Vice President
Mr. Gerald Kagan, Treasurer

Mrs. Terri Langan, Director
Mr. Vic Naticello, Director
Mr. Troy Railsback, Secretary, Ex-officio

December 10, 2013

Re: Lake Bank Planting and Maintenance

Dear Property Owners:

In addition to our premier golf course, the lakes of Grand Haven represent a prominent feature of our lifestyle. As such, their quality and appearance has an impact upon the overall perception of our community and ultimately, the value of our homes. It is therefore the belief of your Board of Directors that they should strive to preserve the ecology of our lakes and the property adjacent to such lakes.

As a condition of the development of the Grand Haven community, the developer was required to obtain a permit from St. Johns River Water Management District ("SJRWMD") for a community wide Storm Water Management System. As a result of that process, the SJRWMD issued a Permit. Included within this community wide Storm Water Management System are multiple lakes which are located within the Villages. With the creation of the Grand Haven Community Development District (CDD), the CDD became the entity in charge of ensuring that the operation of the Storm Water Management System meets the conditions imposed by the Permit. Pursuant to Permit requirements, the CDD is required to develop and implement erosion and sediment control measures (AKA Best Management Practices). After consultation with experts, the CDD has determined that *Spartina bakeri* is the appropriate grass to be planted on the lake banks and have adopted Best Management Practices that outlines the planting of such grass.

Each owner, by accepting a deed in the Grand Haven community, agreed that their property would be subject to the CDD and the laws, regulations and rules relating to the CDD. Only landscaping approved by the Association can be installed on any property in the community. The Association's Board has the right to adopt rules and regulations governing the operation of the Common Areas. The property that is part of the Surface Water Management System is part of the Common Areas. Accordingly, it is the Association's position that (1) each Owner is bound by the regulations established by the CDD in relation to sediment and control measures and (2) that the Association has the authority to adopt its own regulations regarding the Common Areas, which areas include the property and lake banks that are at issue.



2 CAMINO DEL MAR | PALM COAST, FL 32137
PHONE: 386-446-6333 | FAX: 386-446-1830 | www.ssmgroupinc.com

Grand Haven Master Association, Inc.

Post Office Box 354785 | Palm Coast, Florida 32135

www.grandhavenmhoa.com

Dr. Robert Carlton, President
Mr. Murray Salkovitz, Vice President
Mr. Gerald Kagan, Treasurer

Mrs. Terri Langan, Director
Mr. Vic Natiello, Director
Mr. Troy Railsback, Secretary, Ex-officio

Although, historically, most of the lake banks were planted with *Spartina bakeri* and maintained by the individual Lot Owners, recently a limited number of residents have taken the position that they are not responsible for lake bank planting and maintenance. In response to those concerns, the Association consulted with its legal counsel to arrive at a position that would meet the needs of the entire Grand Haven community, not the needs of any given resident, any given Village or any special interest group. With that obligation in mind, the Association's Board has unanimously voted to maintain and enforce the following position regarding lake bank planting and maintenance within the Grand Haven community.

After a complete review of the Master Declaration and the Declarations that govern the Villages faced with lake bank planting and maintenance, it is the Association's position that Lot Owners are required to plant and maintain *Spartina bakeri* down to the Normal High Water Line, which is the average customary water level existing in any given storm water pond under ordinary and non-exceptional weather conditions. Additionally, it is the Association's position that it has the authority to adopt the CDD's Best Management Practices and it intends on enforcing the terms of the 2013 Best Management Practices consistently and equally upon all Lots in Grand Haven.

Any questions regarding the planting of the lake bank per the terms of the Best Management Practices should be directed to Troy Railsback with Southern States Management Group.

Sincerely,

The Board of Directors of the
Grand Haven Master Association, Inc.

The logo for Southern States Management Group Inc. features a stylized mountain range with three peaks above the company name. The name "Southern States" is in a large, bold, serif font, and "MANAGEMENT GROUP INC." is in a smaller, all-caps, sans-serif font below it.

2 CAMINO DEL MAR | PALM COAST, FL 32137
PHONE: 386-446-6333 | FAX: 386-446-1830 | www.ssmgroupinc.com

EXHIBIT 6

To: Board of Supervisors of the Grand Haven Community Development District
("Board")

From: Scott D. Clark, Esq.

Date: January 21, 2014

Re: Maintenance issues on Pond Banks

The Board has requested advice on certain matters which affect the authority of the Grand Haven Community Development District ("CDD") to regulate or enforce landscape specifications on property owned by the CDD adjacent to retention ponds. The issue is somewhat complex, and certain questions have been posed by residents that may be beyond the scope of the Board's current request. I will use the Osprey Lakes community (Village H-1) as an example for this purpose.

Village H-1 was platted in 2000. The plat contains lots which surround a retention area designated as Tract "A." A Declaration of Covenants and Restrictions ("DCR") was recorded on February 22, 2001 in Official Records Book 729, Page 318 of the Flagler County Official Records. The DCR describes all of the platted property, so its covenants affect Tract A as well as the lots. The DCR empowers an association ("HOA") to exercise certain rights within the properties described in the DCR. The DCR contains the following provisions:

2.1 Common Areas.

(d) Community Development District. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association and their respective successors and assigns the right to dedicate, transfer, sell or otherwise convey portions of the Property including, without limitations, the Common Areas and recreation facilities, to the CDD for purposes of having the CDD construct, operate, maintain and repair any and all public improvements which the CDD may legally own and operate pursuant to the Provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths and other recreational facilities. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Areas and Areas of Common Responsibility. Each Owner shall execute all approvals and consents necessary to make all properties within the Development subject to the CDD and the laws, regulations and rules relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all such approvals, consents and other instruments necessary to fully implement the CDD and make said Owner's property subject to the CDD and the laws, regulations and rules relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Each Owner shall be solely responsible for all service charges, fees and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property of said Owner. Upon conveyance of property to the CDD, all of the duties, responsibilities and obligations of the Association under this Declaration relating to such property and the improvements located thereon shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

3.5 Landscaping. In connection with the initial construction of a Dwelling on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Dwelling plans and specifications as part of the architectural approval process. Landscape plans for Lakefront Lots shall include sod to the top of the normal high waterline of the lake, even if that waterline is located in Common Areas outside of the Lot lines. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot including grassed areas of the lake banks of Lakefront Lots. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No living trees may be removed without the written approval of the Declarant. Any Person removing trees in violation of this covenant shall pay to the Declarant a stipulated liquidated damage sum of \$200.00 per inch of diameter measured three (3) feet above the ground. The Architectural Design Guidelines contain information about the standards used by the Architectural Design Committee to determine whether or not an existing tree shall be removed.

5.2 Areas of Common Responsibility.

(a) Lake Maintenance. Subject to the rights of the Declarant, the Club Owner, the CDD and Flagler County, Florida, and other governmental authorities, the Association shall be responsible to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes, ponds and other bodies of water within the Property. The provisions of this paragraph do not supersede the provisions of Article VII hereof that require Lakefront Owners to maintain the lake shoreline located adjacent to their property.

7.1 Maintenance. Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between his Property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. Owners of Lakefront Lots shall keep the shoreline of the lake free of litter and debris and shall install, maintain and irrigate sod to the normal high waterline of the lake, even if the normal high waterline is located beyond the Lot boundary.

Tract A within Village H-1 was conveyed to the CDD in January, 2002. A copy of the deed is attached.

In 2009, the Florida Legislature amended several statutory provisions in order to encourage or mandate the use of "Florida-Friendly" landscape practices. Among these provisions were several sections which prohibit deed restrictions from being used to keep a property owner from implementing Florida-Friendly landscape practices. An example, Section 168.048, is attached. The CDD has adopted a policy encouraging the use of such practices on CDD property, such as Tract A.

Questions have arisen over the interaction of these documents and statutes. Some of these questions have to do with the authority of the HOA concerning these provisions. The HOA has its own counsel, and it is beyond the scope of this memorandum to advise the HOA or residents as to these matters.

The following are some observations that I make from these facts. Many of these issues are novel, and there may be court decisions in the future that govern them. It is beyond the scope of this memorandum to express an opinion on such potential litigation.

1. The original DCR authorizes the HOA to approve an initial landscape plan associated with new construction. For lake lots, the plan was to require sod to the normal high water line. This requirement conflicts with the CDD's policy regarding Florida Friendly landscaping and the CDD is thus not bound by that requirement as to property it owns.
2. Under the last sentence of 2.1(a), the "duties, responsibilities and obligations" of the HOA as to Tract A have terminated and are to be performed by the CDD.
3. The duties and obligations of individual lot owners are not affected by the transfer of Tract A under the quoted provision.
4. The duties of the HOA under 5.2(a), related to lake maintenance, have passed to the CDD. However, those duties exclude the duties of Lakefront Owners under Article VII, so the duties of Lakefront Owners have not passed to the CDD.
5. Section 7.1 requires Lakefront Owners to conduct certain maintenance activities in the area of Tract A between the lots and the normal high waterline of the lake. The CDD has not assumed this obligation.
6. To the extent that 7.1 requires maintenance and irrigation of "sod," such provision is not enforceable to the extent the CDD adopts a Florida-Friendly policy. To the extent that a shore line is improved with Florida-Friendly landscaping, the maintenance obligation is enforceable.
7. In my opinion, the CDD has not acquired the responsibility of the HOA with regard to architectural review or enforcement because: (a) architectural review is associated with the Lots, over which the CDD has no jurisdiction; (b) no architectural review attaches to Tract A, so a transfer was not triggered when Tract A was conveyed; and (c) controlling case law prohibits the CDD from exercising such powers.

There may be some factual variations that apply to other plats and DCR's, but I believe these comments would generally apply to most of the parcels within the CDD.

REG Inst No: 2002005756 Date: 02/14/2002
Doc Stamp-Deed : 144.20
GAIL WADSWORTH, FLAGLER Co. Time: 10:19:06
Book: 801 Page: 1848 Total Pgs: 6

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento & Associates, P.A.
4B Old Kings Road North
Palm Coast, FL 32037

OFF REC 0801 PAGE 1848

Property Appraisers Parcel I.D. Number:
221131-5902-00000-00A0;
221131-5902-00000-00B0;

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22 day of Jan., 2002, by GRAND HAVEN DEVELOPERS, LLC, a Delaware limited liability company, hereinafter called the Grantor, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256, to GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, whose post office address is 10300 N.W. 11th Manor, Coral Springs, Florida 33071, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, all that certain land hereinafter referred to as the "Property", situate in Flagler County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Subject to all restrictions, reservations, covenants, declarations, limitations, conditions and easements of record.

Further, subject to taxes for the year 2002 and subsequent years.

Subject to Zoning Ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

TOGETHER, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property, and hereby warrants the marketable title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Cindy Dickson
Witness Name: Cindy Dickson

Todd A. Spivey
Witness Name: TODD SPIVEY

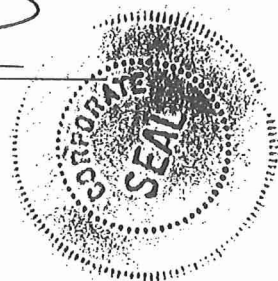
Grand Haven Developers, LLC, a Delaware Limited Liability Company

BY: LandMar Group, LLC, a Delaware Limited Liability Company, its sole member

BY: LandMar Management, Inc., a Delaware Corporation, its manager

James Cullis
BY: James Cullis, Vice President

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Cullis, Vice President of LANDMAR MANAGEMENT, INC., manager of LANDMAR GROUP, LLC, sole member of GRAND HAVEN DEVELOPERS, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

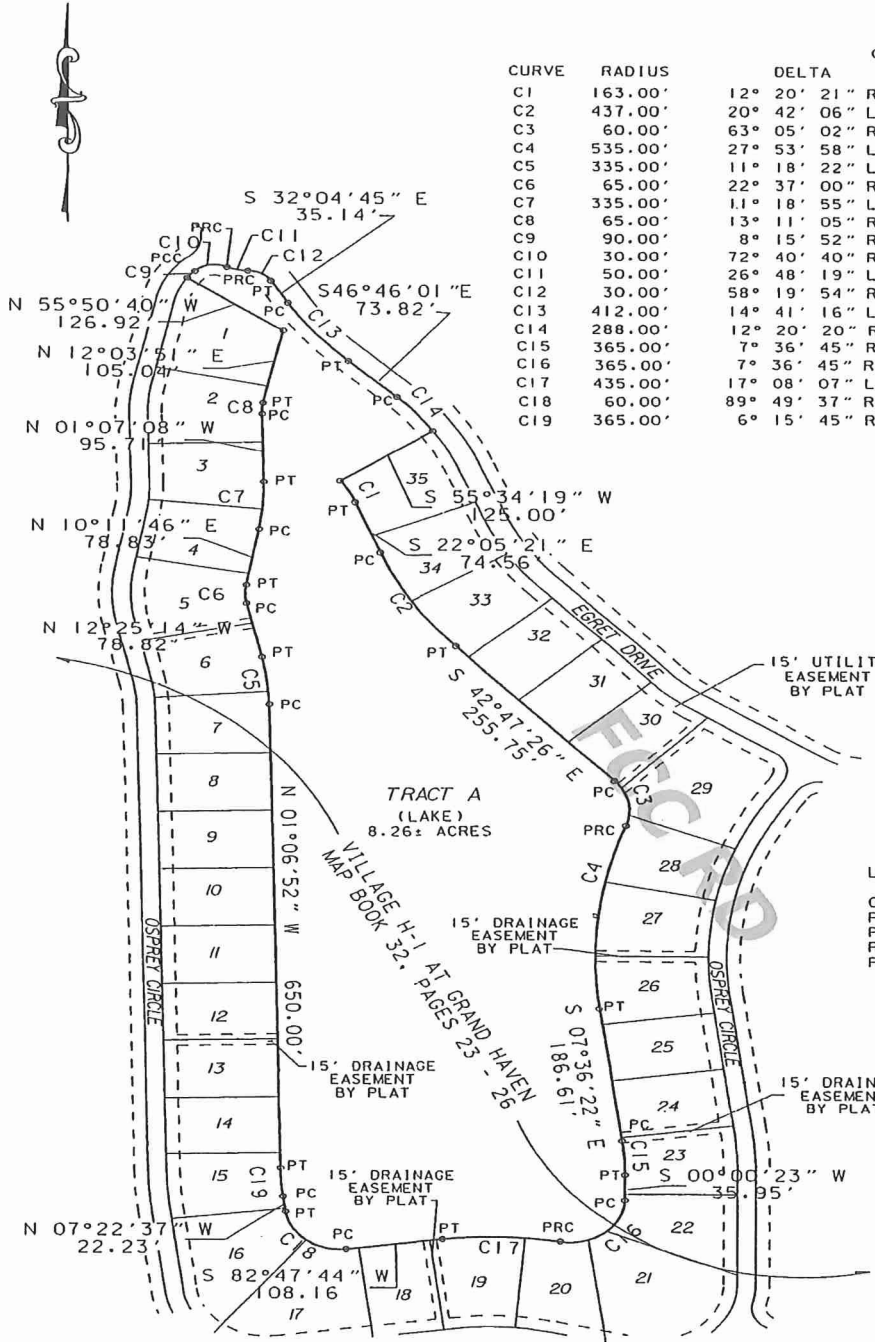
WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of JANUARY, 2002.

Kathy J. Hooper
NOTARY PUBLIC (SEAL)
My Comm. Expires:



MAP OF

TRACT "A", VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA



CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	163.00'	12° 20' 21" RT	35.10'	35.04'	S 28° 15' 31" E
C2	437.00'	20° 42' 06" LT	157.89'	157.04'	S 32° 26' 23" E
C3	60.00'	63° 05' 02" RT	66.06'	62.77'	S 11° 14' 55" E
C4	535.00'	27° 53' 58" LT	260.51'	257.94'	S 6° 46' 03" W
C5	335.00'	11° 18' 22" LT	66.11'	66.00'	N 6° 46' 03" W
C6	65.00'	22° 37' 00" RT	25.66'	25.49'	N 1° 06' 44" W
C7	335.00'	11° 18' 55" LT	66.16'	66.05'	N 4° 32' 23" E
C8	65.00'	13° 11' 05" RT	14.96'	14.92'	N 5° 28' 11" E
C9	90.00'	8° 15' 52" RT	12.98'	12.97'	N 39° 35' 00" E
C10	30.00'	72° 40' 40" RT	38.05'	35.55'	N 80° 03' 20" E
C11	50.00'	26° 48' 19" LT	23.39'	23.18'	S 77° 00' 30" E
C12	30.00'	58° 19' 54" RT	30.54'	29.24'	S 61° 14' 42" E
C13	412.00'	14° 41' 16" LT	105.62'	105.33'	S 39° 25' 23" E
C14	288.00'	12° 20' 20" RT	62.02'	61.90'	S 40° 35' 51" E
C15	365.00'	7° 36' 45" RT	48.50'	48.46'	S 3° 47' 59" E
C16	365.00'	7° 36' 45" RT	48.50'	48.46'	S 3° 47' 59" E
C17	435.00'	17° 08' 07" LT	130.10'	129.61'	N 88° 38' 12" W
C18	60.00'	89° 49' 37" RT	94.07'	84.72'	N 52° 17' 27" W
C19	365.00'	6° 15' 45" RT	39.90'	39.88'	N 4° 14' 45" W

LEGEND:
 C5 TABULATED CURVE DATA
 PC POINT OF CURVE
 PCC POINT OF COMPOUND CURVE
 PRC POINT OF REVERSE CURVE
 PT POINT OF TANGENCY

NOTES:
 1. BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "A" BEING N 01°06'52" W.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
 Planners
 Landscape Architects
 Surveyors

Advancing Quality of Life, by Design •
B.H.R., Inc.
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
 (904) 721-2991 • Fax: (904) 725-0171
 Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH CHAPTER 472.027 OF THE FLORIDA STATUTES AND SECTION 1007-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Schellars
 CARL J. SCHELLARS, P.E., P.L.M., P.S., P.L.S., P.L.C. NO. LS 5021
 BRENDA D. CATONE, P.L.M., P.L.S., P.L.C. NO. LS 5447
 JOSEPH K. LEROUX, P.L.M., P.L.S., P.L.C. NO. LS 6016
 FIELD NOVEMBER 20, 2001

SCALE: 1" = 200'

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

REQ. NO.

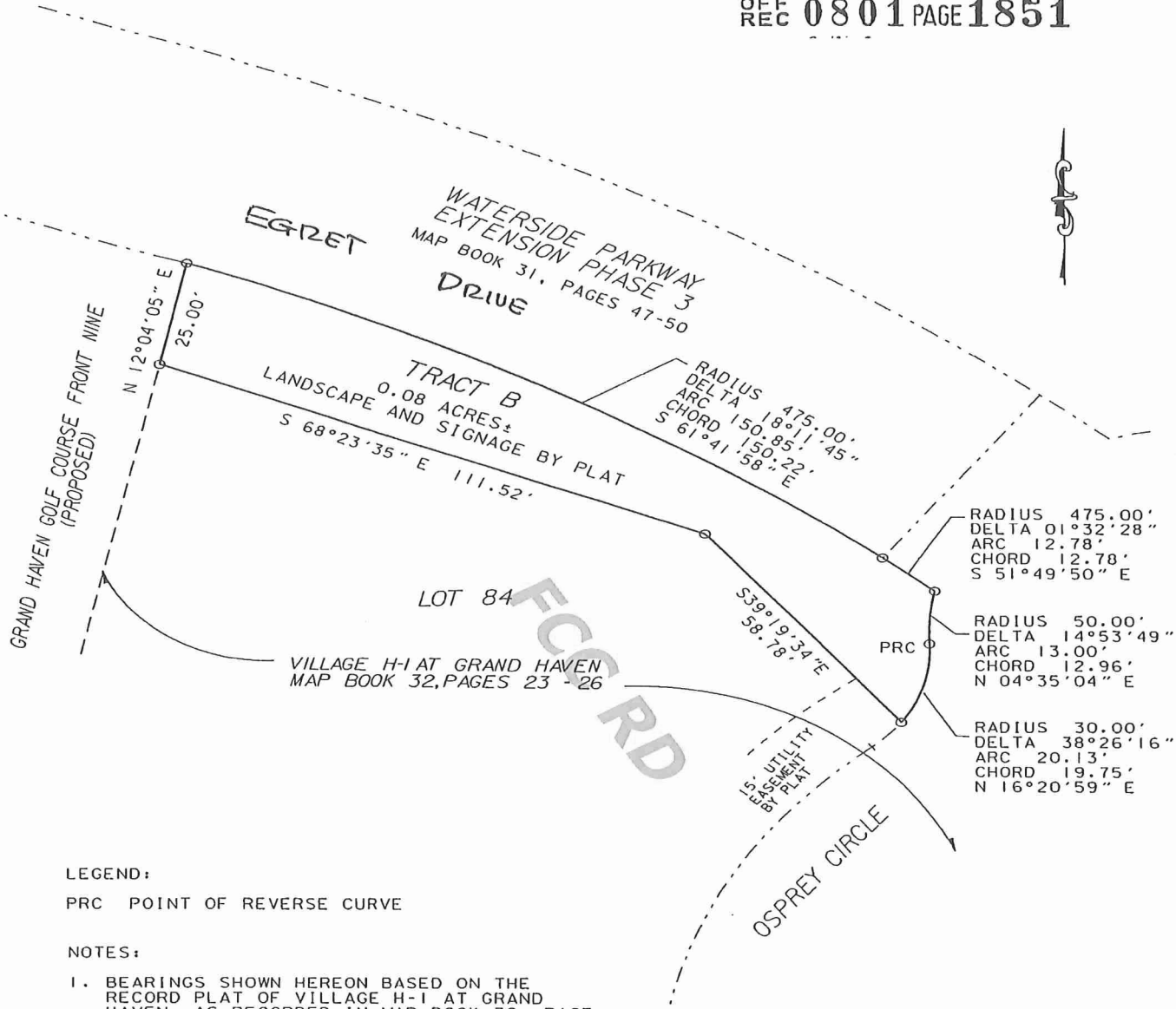
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EXHIBIT A

MAP OF

TRACT "B", VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF REC 0801 PAGE 1851



LEGEND:

PRC POINT OF REVERSE CURVE

NOTES:

- BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "B" BEING N 12°04'05" E.

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Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND SECTION 6 OF THE FLORIDA ADMINISTRATIVE CODE.

Brenda D. Catone
 CARL J. SCHEDLHASE, STATE LICENSE NO. LS 5021
 BRENDA D. CATONE, STATE LICENSE NO. LS 5447
 JOSEPH K. LEK, STATE LICENSE NO. LS 6016
 FIELD NOVEMBER 21, 2008 SIGNED 11-29-01
 SCALE: 1" = 30'

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

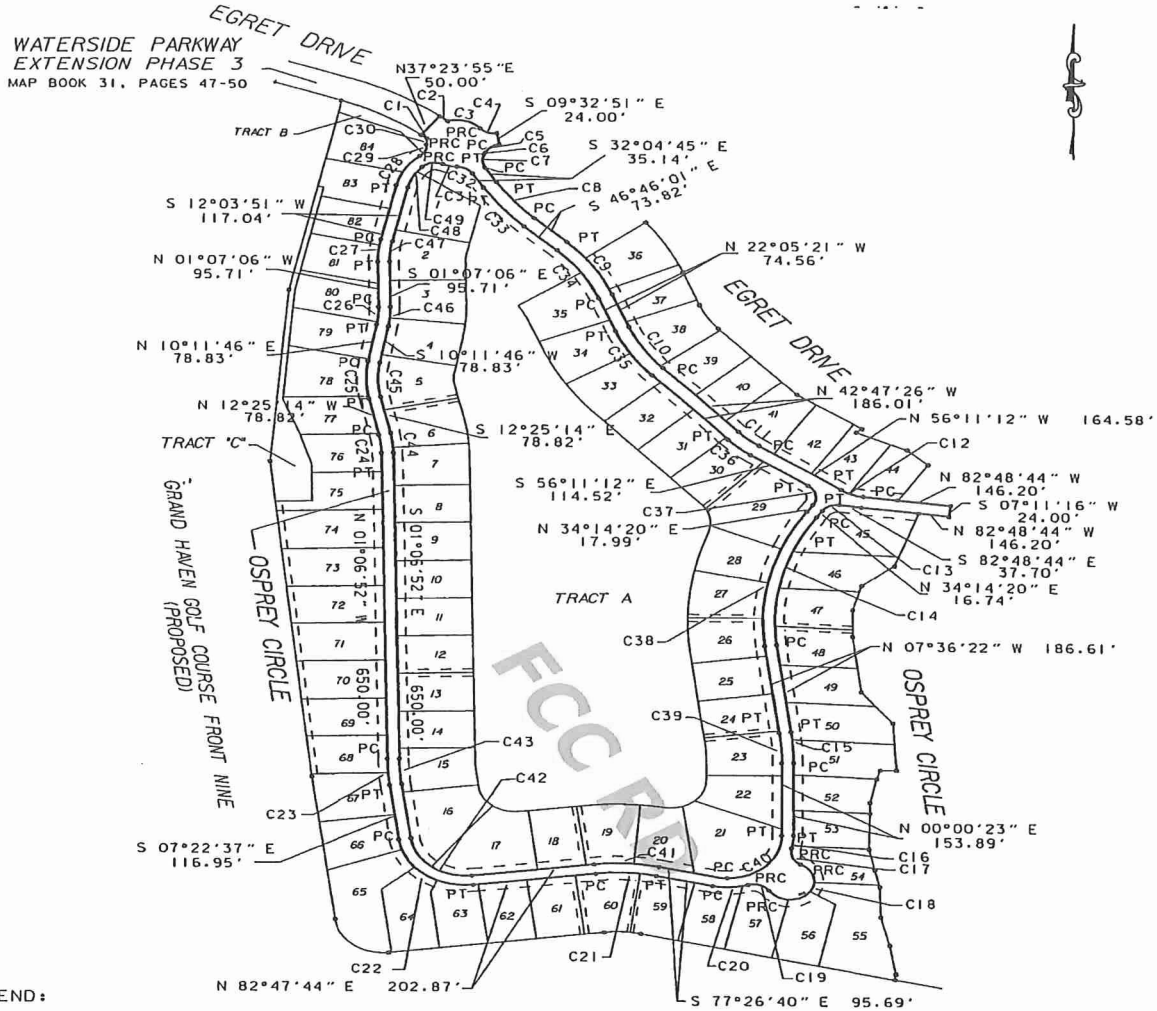
REQ. NO.

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MAP OF

OSPREY CIRCLE AND EGRET DRIVE, VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF REC 0801 PAGE 1852



LEGEND:

- C5 TABULATED CURVE DATA
- PC POINT OF CURVE
- PRC POINT OF REVERSE CURVE
- PT POINT OF TANGENCY

NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "A" BEING N 01° 06' 52" W.

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR CURVE TABLE

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



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Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Schmitt
 CARL J. SCHMITT, SURVEYOR, CERT. NO. LS 5021
 BRENDA D. SCHMITT, SURVEYOR, CERT. NO. LS 5447
 JOSEPH K. SCHMITT, SURVEYOR, CERT. NO. LS 6016
 FIELD NOVEMBER 21, 2001 SIGNED 12-13-01
 SCALE: 1" = 300'

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

REQ. NO.

MAP OF

OSPREY CIRCLE AND EGRET DRIVE, VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32,
PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF REC 0801 PAGE 1853

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	475.00'	01° 32' 28"	12.78'	12.78'	S 51° 49' 50" E
C2	525.00'	01° 50' 24"	16.86'	16.86'	S 51° 40' 53" E
C3	50.00'	66° 39' 51"	58.18'	54.95'	S 74° 32' 58" E
C4	30.00'	58° 19' 54"	30.54'	29.24'	S 70° 22' 53" E
C5	30.00'	58° 19' 49"	30.54'	29.24'	S 51° 17' 04" W
C6	50.00'	04° 07' 56"	3.61'	3.61'	S 24° 11' 11" W
C7	30.00'	58° 19' 54"	30.54'	29.24'	S 02° 54' 48" E
C8	388.00'	14° 41' 16"	99.46'	99.19'	S 39° 25' 23" E
C9	312.00'	24° 40' 41"	134.38'	133.35'	N 34° 25' 41" W
C10	288.00'	20° 42' 06"	104.06'	103.49'	N 32° 26' 23" W
C11	188.00'	13° 23' 46"	43.96'	43.86'	N 49° 29' 19" W
C12	88.00'	26° 37' 32"	40.89'	40.53'	N 69° 29' 58" W
C13	30.00'	62° 56' 56"	32.96'	31.33'	N 65° 42' 48" E
C14	390.00'	41° 50' 42"	284.83'	278.54'	N 13° 18' 59" E
C15	510.00'	7° 36' 45"	67.76'	67.71'	N 3° 47' 59" W
C16	110.00'	13° 44' 07"	26.37'	26.31'	N 06° 52' 27" E
C17	30.00'	76° 44' 16"	40.18'	37.24'	N 24° 37' 38" W
C18	40.50'	211° 27' 45"	149.47'	77.97'	N 42° 44' 07" E
C19	30.00'	76° 44' 16"	40.18'	37.24'	S 69° 54' 09" E
C20	110.00'	30° 49' 37"	59.18'	58.47'	N 87° 08' 32" E
C21	290.00'	19° 45' 36"	100.01'	99.52'	S 87° 19' 28" E
C22	110.00'	89° 49' 38"	172.46'	155.33'	S 52° 17' 27" E
C23	510.00'	6° 15' 45"	55.74'	55.72'	S 4° 14' 45" E
C24	190.00'	11° 18' 22"	37.49'	37.43'	S 06° 46' 03" E
C25	210.00'	22° 37' 00"	82.89'	82.36'	S 01° 06' 44" E
C26	190.00'	11° 18' 52"	37.52'	37.46'	S 04° 32' 20" W
C27	210.00'	13° 10' 58"	48.32'	48.21'	S 05° 28' 22" W
C28	110.00'	39° 08' 47"	75.16'	73.70'	S 31° 38' 17" W
C29	30.00'	54° 04' 47"	28.32'	27.28'	N 24° 10' 14" E
C30	50.00'	14° 53' 49"	13.00'	12.96'	N 04° 35' 04" E
C31	50.00'	26° 48' 19"	23.39'	23.18'	S 77° 00' 30" E
C32	30.00'	58° 19' 54"	30.54'	29.24'	S 61° 14' 42" E
C33	412.00'	14° 41' 16"	105.62'	105.33'	S 39° 25' 23" E
C34	288.00'	24° 40' 41"	124.04'	123.09'	N 34° 25' 41" W
C35	312.00'	20° 42' 06"	112.73'	112.12'	N 32° 26' 23" W
C36	212.00'	13° 23' 46"	49.57'	49.45'	S 49° 29' 19" E
C37	30.00'	90° 25' 32"	47.35'	42.58'	S 10° 58' 26" E
C38	410.00'	41° 50' 42"	299.44'	292.83'	S 13° 18' 59" W
C39	490.00'	7° 36' 45"	65.10'	65.06'	S 3° 47' 59" E
C40	90.00'	102° 32' 57"	161.08'	140.43'	S 51° 16' 52" W
C41	310.00'	19° 45' 36"	106.91'	106.38'	N 87° 19' 28" W
C42	90.00'	89° 49' 38"	141.10'	127.09'	N 52° 17' 27" W
C43	490.00'	6° 15' 45"	53.56'	53.53'	N 4° 14' 45" W
C44	210.00'	11° 18' 22"	41.44'	41.37'	N 6° 46' 03" W
C45	190.00'	22° 37' 00"	75.00'	74.51'	N 1° 06' 44" E
C46	210.00'	11° 18' 52"	41.47'	41.40'	N 4° 32' 20" E
C47	190.00'	13° 10' 58"	43.72'	43.62'	N 5° 28' 22" E
C48	90.00'	31° 39' 09"	49.72'	49.09'	S 27° 53' 22" W
C49	30.00'	72° 40' 40"	38.05'	35.55'	N 80° 03' 20" E

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR MAP

166.048 Conservation of water; Florida-friendly landscaping.—

(1)(a) The Legislature finds that Florida-friendly landscaping contributes to the conservation, protection, and restoration of water. In an effort to meet the water needs of this state in a manner that will supply adequate and dependable supplies of water where needed, it is the intent of the Legislature that Florida-friendly landscaping be an essential part of water conservation and water quality protection and restoration planning.

(b) As used in this section, "Florida-friendly landscaping" has the same meaning as in s. 373.185.

(2) The governing body of each municipality shall consider enacting ordinances, consistent with s. 373.185, requiring the use of Florida-friendly landscaping as a water conservation or water quality protection or restoration measure. If the governing body determines that such landscaping would be of significant benefit as a water conservation or water quality protection or restoration measure, especially for waters designated as impaired pursuant to s. 403.067, relative to the cost to implement Florida-friendly landscaping in its area of jurisdiction in the municipality, the governing body shall enact a Florida-friendly landscaping ordinance. Further, the governing body shall consider promoting Florida-friendly landscaping as a water conservation or water quality protection or restoration measure by: using such landscaping in any areas under its jurisdiction which are landscaped after the effective date of this act; providing public education on Florida-friendly landscaping, its uses in increasing water conservation and water quality protection or restoration, and its long-term cost-effectiveness; and offering incentives to local residents and businesses to implement Florida-friendly landscaping.

(3)(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

(b) A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land or create any requirement or limitation in conflict with any provision of part II of chapter 373 or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of chapter 373.

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land.

History.—s. 6, ch. 91-41; s. 6, ch. 91-68; s. 3, ch. 2001-252; s. 22, ch. 2009-243.

EXHIBIT 7

David C. McInnes

From: Steve Davidson <sdavidson13@cfl.rr.com>
Sent: Thursday, February 6, 2014 6:15 PM
To: Gene Baldrate
Subject: Re: Lake Banks Committee Meeting
Attachments: SJD BMP Certificate.pdf; Landscape Master Plan.Unifying Theme.Common Elements 11.18.2010.docx; GH CDD Landscape BMPs.pdf; Ltr to R Carlton T Railsback re Pond Bank Plantings 11.15.13.pdf

Hi Gene,

I have attached the following docs:

5/28/2008: Initial GH CDD adoption of Florida Friendly BMPs.
11/18/2010: Incorporation of FF BMPs into General Landscape Master Plan.
11/15/2013: Addendum/Refinement and Clarification of BMPs for Pond Bank Plantings.

I have also attached my UF/IFAS and FDEP Certificate in BMPs.

I would be interested to see the list of discussion items, but I believe I should defer from offering thoughts re objectives or work products, as that may be a violation of the Sunshine Laws.

I hope the attached docs help.

Thanks,

Steve

-----Original Message-----

From: Gene Baldrate
Sent: Thursday, February 6, 2014 2:03 PM
To: sdavidson13@cfl.rr.com
Subject: Lake Banks Committee Meeting

Steve,

Next week we having first lake banks committee meeting that Pete Chiodo will be leading. The folks on the committee include Pete, Rob Carlton, Chip Howden and myself. We are drafting a list of the discussion items for the meeting. I would be glad to share them with you if you wish. Also, if you have any thoughts on what the committee objectives or work products should be, it would be helpful to have your perspective. I'm not sure if the Sunshine rules permit the later, but, if they do, I'd welcome your thoughts.

As we think through the discussion, one item that we'd like to confirm is whether the CDD has formally adopted the Florida Friendly (FF) landscaping approach for our community. It's important to our discussions because, if we have adopted FF, then any solution to the lake bank problem will need to comply with the appropriate requirements/regulations.

Can you clear that up for me?

Thanks very much Steve.

Gene

This email is free from viruses and malware because avast! Antivirus protection is active.
<http://www.avast.com>

Steve Davidson

From: "Board of Supervisors" <tom4cc@cfl.rr.com>
To: <sdavidson13@cfl.rr.com>
Sent: Wednesday, June 11, 2008 12:10 AM
Subject: Grand Haven CDD Landscape Best Management Practices

YOUR CDD BOARD OF SUPERVISORS APPROVED THE FOLLOWING ON MAY 28, 2008

We are writing to enlist your support in reducing the growth of algae in our storm water detention ponds (aka lakes). By using the following Best Management Practices in your yard you can make a difference in algae growth even if you don't live directly on a pond. Remember most runoff from your yard ultimately finds its way to a pond through the storm water sewer system. Thank you for your cooperation in this effort.

GRAND HAVEN LANDSCAPE BEST MANAGEMENT PRACTICES

The Grand Haven CDD has adopted the most recently developed University of Florida Best Landscaping Management Practices (BMPs) for Florida yards and neighborhoods in order to protect the environmental and aesthetic qualities of our detention ponds (aka Lakes). Cumulative misuse of fertilizers around our ponds and within our community has been a major contributing cause of excessive algae blooms and subsequent foul odors emanating from the ponds.

These new Best Management Practices create a Florida-friendly landscape where the right plants are in the right place, watering is done efficiently, fertilizing is done appropriately, mulch is used, wildlife is attracted, yard pests are managed responsibly, yard waste is recycled, storm water runoff is significantly reduced, and the waterfront is protected from pollutants. Go to the University of Florida IFAS Florida Yards and Neighborhood program at <http://fyn.ifas.ufl.edu/> for detailed information.

Our detention ponds are touched by every property within Grand Haven. Rainfall and irrigation wash fertilizer from every yard into the street and from there into the storm drains and into our ponds. Austin Outdoors, the CDD landscape contractor for the common grounds, will be abiding by these Best Landscape Management Practices. This action is, however, not enough to protect our ponds. We need and strongly urge every property owner to abide by the same practices in order to protect the environmental and aesthetic qualities of our detention ponds (aka Lakes). We are also working with Hampton Golf in an attempt to persuade the golf course to adopt the same practices.

The critical elements of these practices follow. Please adopt them for your yards and require your landscape contractors to abide by them.

FERTILIZER CONTENT AND APPLICATION RATES

Fertilizers contain nitrogen (N), which is food for new growth, and phosphorous (P) and potassium (K), which promote root growth. Phosphorous is typically found in high quantities in our soil and is a potent growth accelerator for algae blooms when it runs off into our ponds. One pound of phosphorous can create 500 pounds of algae! Residents are strongly recommended to test their landscape soil annually to determine the proper blend of N, P and K. Often no P is required and a fertilizer with a 15-0-15 ratio of N-P-K is ideal for GH properties. The UF/IFAS Extension Soil Testing Laboratory will perform these tests for \$7.00 per sample. Please call the Flagler County Cooperative Extension Office, 150 Sawgrass Road, Bunnell,

437-7464, for full details..

Nitrogen should be applied at an application rate not to exceed 2-4 lbs N/1000 square feet per year and not greater than 1 lb total N per 1000 square feet at any one application.

50% of the Nitrogen (N) should be in slow-release form.

Phosphorous (P₂O₅), if needed due to deficiency determined by soil analysis test results, should not exceed an application rate of 1/4 lbs P₂O₅/1000 square feet per application and not exceed 1/2 lbs P₂O₅/1000 square feet per year.

Pelletized, encapsulated, dry slow release type fertilizer only should be used. Liquid fertilizers of any type, either sprayed by commercial applicators or added to Rid-a-Rust Tanks (fertigation), should not be used at any time. Residents who personally apply fertilizer to their lawns should follow instructions and charts

developed for homeowners found at the Florida Yards and Neighborhoods website: <http://fyn.ifas.ufl.edu/>. From the FY&N Homepage, select Homeowners, Publications and Training, Handbook. Follow the instructions and charts in Section 3, pgs. 49 -58.

TIMING OF APPLICATIONS

Fertilizer should be applied only when grass is actively growing, and at a maximum of four applications per year.

Fertilizer should not be applied when heavy rain is expected within a few hours.

Freshly fertilized lawns should be irrigated with ONLY ¼" of water to control runoff.

MODE OF APPLICATIONS

Spreader deflector shields are required when fertilizing via rotary spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer free zones and water bodies, including wetlands.

FERTILIZER-FREE ZONES

Fertilizer should not be applied within ten (10) feet, or three feet if a deflector shield or drop spreader is used, of any pond, wetland, or top of bulkhead/seawall.

IMPERVIOUS SURFACES

Fertilizer should not be applied, spilled, or otherwise deposited on any impervious surface. Any fertilizer landing on an impervious surface should be picked up and removed to the greatest extent possible.

In no case should fertilizer be washed, swept, or blown off impervious surfaces into storm water drains or water bodies.

Fertilizer landing on an impervious surface in front of a storm drain should be blown or swept on either side of the drain and then removed.

MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATERIALS

In no case should grass clippings, vegetative material, and/or vegetative debris either intentionally or accidentally, be washed, swept, or blown off into storm water drains, ditches, conveyances, water bodies (ponds), wetlands, or sidewalks or roadways.

Grass clippings should be returned to the lawn and not be bagged.

The grass should be mowed at the highest lawnmower setting possible - St. Augustine grass and bahia grass - 3.5 to 4 inches.

LOW MAINTENANCE ZONES

A voluntary six (6) foot low maintenance zone is strongly recommended from any pond or top of any bulkhead/seawall. A low maintenance zone contains

no turf and is planted with grasses, plants etc that minimize the need for fertilization and watering and provides a buffer to catch fertilizer run off from adjacent lawn areas.

IRRIGATION

Water should be used wisely through proper irrigation. Abide by Palm Coast rules.

CDD ACTIONS BEING TAKEN TO HAVE THE ADOPTED GRAND HAVEN LANDSCAPE BEST MANAGEMENT PRACTICES USED BY ALL HOMEOWNERS AND HAMPTON GOLF

Request the Master Association have their Private Lawn Maintenance Contractors adopt these practices

Request Hampton Golf adopt these practices

Send the above letter to the individual lawn maintenance contractors who entered Grand Haven over the past 60 days

Hand a one-page summary of these practices to every lawn maintenance contractor who enters our community as they check in with the Officer at our Main gate.



This email was sent to sdavidson13@cfl.rr.com, by
| Instant removal with



Grand Haven CDD | 2 North Village Parkway | Palm Coast | FL | 32137

GRAND HAVEN REQUIREMENTS FOR LANDSCAPE MAINTENANCE CONTRACTORS

Fertilizer content & application rates

- Test soil to determine if any phosphorous is required
- Typically a fert with 15-0-15 ratio of N-P-K is ideal
- Nitrogen application rate not to exceed 2-4 lbs. / 1000 sq. ft. / year
- 50% of N must be slow release
- Phosphorous if needed, should not exceed ¼ lb. / 1000 sq. ft / application and ½ lb/ 1000 sq ft/yr
- Liquid fertilizers should not be used
- Fertilizer should only be applied 2 to 4 times / yr

Application Mode

- Deflector shields required on rotary spreaders
- Keep fertilizer off impervious surfaces

Fertilizer Free Zones

- Do not apply within 10ft, or 3ft if deflector shield is used, of any pond, wetland or top of pond bulkhead / seawall

Grass Clippings

- Keep out of ponds, storm water drains, wetlands and roads

The Grand Haven CDD and Master Associations, after consultation with, and in consideration of the recommendations of the University of Florida Soil and Water Science Department, the University of Florida Cooperative Extension Service, the Water and Environmental Program Coordinator for the City of Palm Coast, and in compliance with the SJRWMD, have approved the following allowable detention pond bank new planting scheme:

New Plantings for Detention Pond Banks

For lot owners/residents:

- *Spartina bakeri* - Sand Cordgrass
- *Spartina patens* - Saltmeadow Cordgrass
- *Muhlenbergia capillaries* – Muhly Grass
- *Tripsacum dactyloides* –Fakahatchee Grasses

These varieties are the only plants that are permitted on the pond banks.

Ground Cover for Detention Pond Banks

The only approved ground cover for detention pond banks is pine straw mulch. Pine straw mulch shall be placed short of the high water line so as not to float into the pond during a high water event. Ground cover in the form of plants is not permitted.

New installations of lawn turf (sod) and irrigation systems down to the water line are not to be permitted on the detention pond banks.

The only permitted variation to the above will be the Littoral Shelf Pond Project planting scheme installed by the GHCDD.

GH CDD Common Area Landscape

Master Plan

Employ District Horticulturalist

Conduct Horticultural Survey of all common area landscaping

Consolidate disparate landscape related line items from previous FY budgets

Develop project priorities: Safety (line of sight, falling trees)
Entrances
Reduction/control of run-off to ponds
Circle islands

Develop spreadsheets for initial project design, budget projections, final negotiated pricing

Post all to upgraded website/ Eblast updates prn

Unifying Theme

Transition to Florida Friendly Landscaping-
self sustaining with reduced irrigation, fertilization, maintenance requirements and reduced negative impact on water bodies

Emphasize naturally occurring vegetation

Preserve existing “correct” landscaping

Remove/ control choking invasives – vines, Brazilian Pepper Trees

Common Elements

Coquina Rock in Circle Islands

Asiatic Jasmine groundcover

Lasting color thru Flax Lilly (variegated green/white)

Jack Frost Ligustrum (yellow/green/white)

“Punch” color with annuals (dianthus/ dusty miller for Holiday Season)



Community Development District
6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073
Phone: (954) 426-2105 • Fax: (954) 426-2147 • Toll-free: (877) 276-0889

November 15, 2013

Grand Haven Master Association, Inc.
ATTN: Dr. Robert J. Carlton, Board President
Mr. Troy Railsback, Community Manager
P.O. Box 354785
Palm Coast, Florida 32135

Re: Best Management Practices for Storm Water Detention Pond Bank Plantings

Dear Dr. Carlton and Mr. Railsback:

The attached, Best Management Practices for Storm Water Detention Pond Bank Plantings, was unanimously adopted by the Grand Haven Community Development District's Board of Supervisors at its Regular Meeting on July 24, 2013.

This policy clarifies, amplifies, and replaces a 2009 pond bank planting document (commonly referred to by the GHMA as "Exhibit 2." This document, in greater detail, establishes the pond bank planting standards and requirements for CDD owned ponds.

Please replace the 2009 document with the attached and similarly adopt said policy as defining CDD pond bank planting requirements.

Feel free to contact me with any questions.

Sincerely,

Craig A. Wrathell
District Manager

Encl.

cc: Board of Supervisors



Community Development District

Best Management Practices for Storm Water Detention Pond Bank Plantings

General Principles:

The “lakes” behind Grand Haven homes are in reality storm water detention ponds, a very important component of the District’s storm water management system. This system has been developed to reduce the possibility of Grand Haven homes and roads being flooded during tropical storms/hurricanes. The storm water detention ponds have been designed, constructed and maintenance obligations have been developed, under the authority of the Saint Johns River Water Management District (SJRWMD). The SJRWMD has the statutory authority to issue fines of up to \$10,000 per day for violations of their rules, regulations and requirements.

Runoff from normal rain, tropical storm and hurricane precipitation, originating from impervious surfaces such as roofs, gutters, downspouts, driveways, sidewalks and roadways flows into street drains which are connected through large underground pipes to the storm water detention ponds. Run off containing nutrients (largely nitrogen and phosphorus) from fertilizer used on lot owners’ turf grass surrounding the storm water detention ponds banks is intended to be absorbed by a vegetative buffer of plantings between the turf grass and the water’s edge. These storm water detention ponds bank plants act as a “nutrient sink”, absorbing the fertilizer run off which would otherwise stimulate the overgrowth of submerged aquatic vegetation (pond weeds) and stimulate the overgrowth of algal blooms (pond scum.)

These bank planting species, planted as required in staggered rows approximately four feet on center, beginning at the water’s edge, retain the designed and permitted pond bank slope angles (specific to every pond) by reducing erosion and siltification (the filling in of the pond by soils carried in the erosion process.)

Undesirable components of the storm water flow drop (precipitate) to the storm water detention pond bottom allowing the upper level and higher quality water to move on when tropical storms and/or hurricanes raise the water levels to overtop control structures (weirs, dams, flat grates,) with the higher quality water eventually finding its way either to defined and regulated wetland buffer areas and then eventually into the Intracoastal Waterway, or directly to the Intracoastal Waterway through very large underground pipes from a few District Ponds located parallel to and adjacent to the Intracoastal Waterway. The storm water outflow from the District’s storm water detention ponds may be closely monitored by Florida and United States Departments of Environmental Protection, agencies which are currently developing Maximum Daily Load Limits for substances contained in the outflows. Very large fines are being developed for communities which exceed these MDL Limits.

It is the responsibility of the Grand Haven CDD to maintain the hydraulics (water flow) in and through the storm water detention ponds, and control any over growth of submerged aquatic vegetation (by stocking of grass eating triploid [sterile] grass carp and aquatic herbicide application) and algal overgrowth (by reduction of nutrient load into the water and algacide applications.)

The Grand Haven CDD and Master Association, after consultation with, and in *consideration of the recommendations of the University of Florida Soil and Water Science Department*, the University of Florida Cooperative Extension Service, the Water and Environmental Program

Coordinator for the City of Palm Coast, and in compliance with the SJRWMD, have approved the following allowable detention pond bank new planting scheme:

Plantings for Detention Pond Banks

***Spartina bakeri* - Sand Cordgrass**

This grass is the only plant permitted on the pond banks.

Location: First row of *Spartina bakeri* (cordgrass) must be consistent with the lowest existing row of healthy *Spartina bakeri*, which may be on another property around the pond perimeter, progressing in rows approximately four feet apart up the bank for a minimum of two rows. Rows of *Spartina bakeri* previously planted by the developer, builder, or previous lot owner which exceed this two row minimum should not be removed by the new lot owner. The goal is to create a minimum ten foot "Zero Maintenance Zone" from the Normal High Water Line to the last row of *Spartina* going up the bank closest to rear of the adjacent property. The term, Normal High Water Line is defined as the average (mean) or normal (customary) water level existing in any given detention pond under ordinary and non-exceptional weather conditions. The rows of *Spartina* will act as a sink to absorb fertilizer, pesticide, and herbicide run-off from the sod further up the bank, and act as a barrier to prevent mowed sod clippings from being blown into the pond. If the bank soil surface is exposed (bare) further up the bank, additional rows of *Spartina* should be planted to hold the exposed soil portion of the pond bank. Total number of rows will be different for every pond, based on distance from water's edge to level, horizontal surface (usually lot owner turf grass) surrounding the pond. Some ponds may require just two rows, others three, four or more.

Spacing: To control erosion and reduce siltification, grasses must be planted in rows paralleling the shoreline, plants approximately 4 feet apart, planted in staggered rows

Maintenance: For safety of GHCCD maintenance crews, the storm water detention pond bank surface between rows and columns of grasses must be kept clear to prevent dangerous wildlife from being hidden from view. Invading weeds, vines, shrubs and brush between the plants must be removed immediately. Grasses should not be trimmed below 30 inches and no more often than 2x (twice) per year, or may die.

Replacement: Dying/dead grasses must be replaced immediately. Death may occur due to intolerance to cold, drought, flooding due the grass being submerged under water after hurricanes/tropical storms, salinity of the pond water, improper soil selection, over trimming, and/or any other cause. *Spartina bakeri* is the preferred and recommended grass species, as it is the hardiest, most self-sustaining grass for pond bank planting, requiring the least frequent replacement.

Irrigation: hand watering only, best to plant during rainy season (summer), then no further irrigation, once established

Fertilization: None, ever.

Ground Cover for Detention Pond Banks

Groundcover: nothing or pine straw

The only approved ground cover for detention pond banks is pine straw. Pine straw shall be placed short of the high water line so as not to float into the pond during a high water event. Pine straw forms a mat when wet, helping to suppress weeds, and is acidic, also helping to suppress weeds. The pine straw mat stays in place on the bank, and does not float into the water during rain/runoff, which would cause an undesirable increase in nutrient loading in the pond water, promoting algal blooms.

Ground cover in the form of plants is not permitted.

New installations of lawn turf (sod) and irrigation systems down to the water line are not to be permitted on the detention pond banks

Pine bark mulch should not be used, as it will float into ponds, causing increased nutrient loading.

Stone should not be used as it does not control siltification, and the stone may wash into the pond altering the permitted design of pond contours.

Exception for GHCCD Pond Outfall Structures

In order to better control pond bank erosion adjacent to community stormwater outfall structures, and in accordance with DOT specifications, a three foot wide border of Bahia Grass has been installed adjacent to the concrete storm water outfall structures (mitered end sections) and running contiguous with the coquina rock/riprap in the outfall sluiceway down to the waterline. Responsibility for maintenance of the outfall structure border Bahia Grass will rest with the GHCCD. As stated above, no other sod/turf is permitted anywhere on the pond banks.



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF UNIVERSITY of FLORIDA
IFAS Extension

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at (352) 392-1831 ext. 243, email: gi.bmp@ifas.ufl.edu. Visit us on the web at http://fyn.ifas.ufl.edu/fpl_state_office.htm.

Green Industries Best Management Practices
Florida-Friendly Landscaping™ Program
University of Florida, IFAS Extension
111 Mehrhof Hall
PO Box 110675
Gainesville FL 32611-0670

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Stephen Davidson

GV9945-1

GV9945

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV9945-1

Certificate #

GV9945

Trainee ID #

UF UNIVERSITY of FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Stephen Davidson

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

J. Sowards

Instructor

4/22/2010

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal