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DUNLAWTON CENTRE, A CONDOMINIUM

PROSPECTUS

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**DECLARATION OF CONDOMINIUM OF
DUNLAWTON CENTRE, A CONDOMINIUM**

This Declaration of Condominium of Dunlawton Centre, a Condominium, is made on this 28th day of July, 2003, by Dunlawton Centre LLC, (hereafter referred to as "Developer") and Developer does hereby make, declare and establish this Declaration of Condominium, hereafter referred to as the "Declaration", as and for the plan of condominium ownership of the land and improvements herein described.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

1.1 **Purpose.** The purpose of this Declaration of Condominium is to submit the land described in this instrument together with all improvements constructed thereon and all easements appurtenant thereto, to the condominium form of ownership pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereafter referred to as the "Condominium Act", and pursuant to the terms, covenants, and provisions of this Declaration.

1.2 **Name and Address.** The name by which this condominium is to be identified is Dunlawton Centre, a Condominium, hereafter referred to as the "Condominium". The address for the condominium is 675 North Beach Street, Ormond Beach, FL 32174.

1.3 **The Land.** Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on Exhibit "A-1" attached hereto and made a part hereof, to the condominium form of ownership.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in each of the Exhibits shall have the meaning as hereinafter stated, unless the context otherwise requires:

2.1 **Assessment** means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Suite Owner and each Suite.

2.2 **Association** means Dunlawton Centre, Condominium Association, Inc., a non-profit Florida corporation.

2.3 Common Elements means and shall include:

(a) portions of the Condominium Property, as such term is hereafter defined, which are not included in any of the Suites;

(b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and

(c) the following items which are intended to be a summary of Common Elements but not a complete itemization: exterior parking lights, free standing location sign, free standing directional signs, dumpster, directional and enforcement traffic signs in driveway and parking areas, electric meter for common element electric purposes, pump for irrigation system, lift station; and

(d) all those items stated in the Condominium Act.

2.4 Common Expenses mean the expenses for which Suite Owners are liable to the Association, including but not limited to:

(a) expenses of maintenance, operation, repair and replacement of the Common Elements; and expenses of management and administration of the Association;

(b) expenses declared Common Expenses by provisions of this Declaration or by the Articles of Incorporation or By-Laws of the Association; and

(c) any other valid charge against the Condominium Property as a whole.

2.5 Common Surplus means the amount by which all receipts of the Association exceed the amount of the Common Expenses.

2.6 Condominium Parcel means a Suite together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Suite.

2.7 Condominium Property. The Condominium Property means the land described in paragraph 1.3 above, together with all improvements constructed thereon and all easements appurtenant thereto.

2.8 Developer means Dunlawton Centre, LLC, a Florida limited liability company and any person or entity to which it may assign their respective rights, or who may succeed to the respective rights by operation of law.

2.9 Institutional Mortgage means a mortgage originally executed and delivered to a State or Federal bank, state or federal savings and loan association, credit union, or any other person, firm or corporation acting as a lender, business trust or insurance company authorized to transact business in Florida, creating a mortgage lien on any Suite and its

appurtenances.

2.10 Suite means a part of the Condominium Property which is subject to private ownership. The Condominium shall initially contain fourteen (14) Suites, sometimes referred to herein as "Units", identified as:

- a. Building I; Suite 1 Suite 2, Suite 3, and Suite 4.
- b. Building II; Suite 1, Suite 2, Suite 3, Suite 4, Suite 5 and Suite 6.
- c. Building III; Suite 1, Suite 2, Suite 3, Suite 4 and Suite 5.

Suites may be further subdivided, combined or otherwise altered only at developers option; provided Developer complies with all governmental regulations and zoning requirements and provided further that an Amendment to this Declaration is prepared and recorded reflecting the subdivision.

2.11 Suite Owner means any person, persons, corporation, partnership, trust or other entity which holds fee simple title to any Suite. The terms "Suite Owner" and "Unit Owner" are intended to be interchangeable.

2.12 Voting Member means that Suite Owner (or officer or managing member of a corporate Suite Owner or partner in a partnership owning a Suite or Trustee of a Trust) designated by the owners of a majority interest in a single Suite to cast the one vote appurtenant to such Suite.

ARTICLE III

CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

The Suites and Common Elements shall be, and the same are hereby declared to be subject to, the restrictions, easements, conditions, and covenants described and established herein, covering the use of the Suites and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Suite, and its appurtenant undivided interest in the Common Elements.

ARTICLE IV

CONDOMINIUM DOCUMENTS AND UNIT LOCATION AND BOUNDARIES

4.1 Condominium Documents. This Declaration sets forth the nature of the property rights in the Condominium and the covenants running with the land which govern those rights. This Declaration includes the following attached Exhibits:

A. Exhibit A-1, contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of the improvements in which the Suites are located, together with a floor plan of the Suites and elevations of the building in which they are located. Exhibit "A-1" also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the construction of improvements is substantially complete in accordance with Exhibit "A-1".

B. Exhibit B is the Articles of Incorporation of the Association.

C. Exhibit C is the By-Laws of the Association.

D. Exhibit D is a schedule of independent exhibits numbered one (1) through seven (7) which relate to property restrictions and easements.

4.2 Suite Location and Numbering. The Condominium Property shall include three (3) buildings identified as Building I, Building II and Building III. The Buildings contain the the following Suites:

- a. Building I; Suite 1 Suite 2, Suite 3, and Suite 4
- b. Building II; Suite 1, Suite 2, Suite 3, Suite 4, Suite 5 and Suite 6
- c. Building III; Suite 1, Suite 2, Suite 3, Suite 4 and Suite 5

and located as shown on Composite Exhibit A. The identifying number for each Suite is also the identifying number for the Condominium Parcel of which said Suite is a part.

4.3 Boundaries. The boundaries of each Suite shall be as follows:

(a) **Perimetrical Boundaries.** The perimetrical boundaries of each Suite shall be the vertical planes of the unfinished interior surface of the walls bounding the Suite extended to their intersection with each other and with the upper and lower boundaries. For purpose of this Declaration, the walls bounding the Suite include the party wall between adjoining suites.

(b) **Lower Boundary.** The lower boundary of each suite shall be the horizontal plane of the upper unfinished surface of the floor slab extended to its intersection with perimetrical boundary.

(c) **Upper Boundary.** The upper boundary of each Suite shall be the horizontal plane of the lower unfinished surface of the ceilings which are visible from within the Suites, extended to its intersection with the perimetrical boundary.

4.4 Alteration of Suites.

(a) **Interior.** Any Suite Owner may without any prior consent alter, relocate or remove any interior walls and partitions which are not load bearing and which do not

constitute a party wall between Suites or contain any utilities or duct work serving another Suite. Dropped ceilings may also be raised without any prior consent if this can be accomplished without interfering with utilities or duct work serving another Suite. No wall or partition which is load bearing or which constitutes a party wall or contains utilities or duct work serving another Suite and no ceiling containing utilities or duct work serving another Suite shall be altered, relocated or removed without the prior written consent of the Developer. Boundaries between Suites may not be relocated other than as described in 2.10 above. Alteration of the perimetrical boundaries of any Suite shall be evidenced by an amendment to the Declaration of Condominium executed by the Developer, all affected Suite Owners and by all holders of mortgages encumbering affected Suites with the formality of a deed, which amendment shall include a survey and site plan showing the boundary changes certified by a licensed Florida land surveyor. Upon any relocation of boundaries, the percentage of Common Elements, Common Surplus and Common Expense appurtenant to each Suite shall be that proportion which the area of such Suite bears to the total areas of all Suites. Any Suite Owner altering, relocating or removing any wall or partition shall be fully liable and responsible for the prompt repair of any damage to the Common Elements or the other Suite which may be caused by or result from such alteration, relocation or removal.

(b) Exterior. No alteration to the exterior of a condominium parcel or the common elements shall be permitted unless the owners of all Suites located upon the Condominium Property agree to said alteration. Any such alteration of the exterior shall be evidenced by an Amendment to the Declaration of Condominium as provided in paragraph 4.4(a) above.

4.5 Appurtenances. The ownership of each Suite shall include, and there shall pass with each Suite as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Suite owner in the Condominium Property, which shall include, but not be limited to:

(a) Common Elements and Liability for Common Expenses. The Common Elements comprise any portion of the Condominium Property other than individual Suites. The right to use the Common Elements in common with the other Suite Owners is granted to all Suite Owners. Each Suite Owner shall own an undivided share of the Common Elements of the Condominium and of the Common Surplus of the Condominium and shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The undivided share in the Common Elements and Common Surplus appurtenant to each Suite is based on square footage and is designated and set forth in Exhibit "A-4" attached hereto. The proportionate share of the Common Expenses for each Suite shall be identical to the undivided share of each Suite Owner in the Common Elements. The aforementioned percentages of Common Elements, Common Surplus and Common Expenses shall be appurtenant to each Suite.

(b) Association Membership. Each Suite Owner shall be a member of the Association. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote appurtenant to each Suite.

4.6 Easements: The following easements are expressly provided for and reserved, to-wit:

(a) Every Suite shall be subject to the following easements:

(1) Every portion of a Suite contributing to the support of another Suite or the Common Elements shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of the supported Suite.

(2) An easement for the location, maintenance, repair and improvement of wiring, plumbing and duct work serving a Suite is reserved through all interior partitions and through all areas within all Suites above any dropped ceiling. This easement shall be for the benefit of the Association and any other Suite Owner or occupant whose wiring, plumbing or duct work passes through such easements.

(3) An Easement in favor of the Association, its employees, agents and independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the Common Elements, and to perform all obligations and duties of the Association.

(b) All Suite Owners shall have as an appurtenance to their Suite a perpetual easement for ingress to, and egress from, their Suites over walks, parking areas, driveways and other Common Elements from and to the public streets adjoining the Condominium, and to the use and enjoyment of all Common Elements (including, but not limited to, utilities, and all parking areas as they now exist or hereafter may exist) located in or upon the Common Elements, subject to such rules and regulations as the Association may adopt from time to time.

(c) All property submitted to condominium ownership by this Declaration and any amendment thereto shall be subject to a perpetual easement for encroachments which now exist or may hereafter exist caused by settlement or movement of any building, and encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

(d) The property is subject to that certain St. Johns River Water Management District permit number 40-127-0529-ERP issued December 4, 1999, regulating the storm water management system, a copy of which is attached hereto as Exhibit D-1.

(e) Ten (10) foot Utility Easement Agreement by Developer and located on the Site Plan of the Condominium is attached hereto Exhibit D-2.

(f) Easement in favor of East Volusia Mosquito Control District per Deed recorded at Official Records Book 847, page 433, Public Records of Volusia County, Florida, a copy of which is attached as Exhibit D-3.

(g) Mineral Rights Reservations per Deed recorded at Official Record Book 442, page 269, Public Records of Volusia County, Florida; a copy of which is attached as Exhibit D-4.

(h) Development Order, a copy of which is attached as Exhibit D-5.

(i) Tree Conservation Easement, a copy of which is attached as Exhibit- D-6.

(j) Cross Access Easement, a copy of which is attached as Exhibit D-7.

(k) All other matters as may appear in the Public Records of Volusia County, Florida incident to the property.

ARTICLE V

WAIVER OF PARTITION

Any undivided interest in the Common Elements is declared to be appurtenant to each Suite, and such undivided interest shall not be conveyed separately from the Suite, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Suite even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Developer hereby, and each subsequent owner of any interest in a Suite and in the Common Elements, by acceptance of any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium is terminated according to the provisions hereof of by law.

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvements thereof shall be as follows:

6.1 Common Elements.

(a) By The Association. The maintenance, repair and operation of the Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense.

(b) Improvement. Except as provided in Sections 6.1(c), (d) (e) and (f) hereof,

there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Suite Owners. The cost of such work, other than that described in 6.1(c), (d), (e) and (f) shall not be assessed against any institutional mortgagee that acquires its title as a result of owning a mortgage upon a Suite, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or be deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Suite Owners. There shall be no change in the shares and rights of Suite Owners in the Common Elements hereafter improved, whether or not the other Suite Owners contribute to the cost of such alteration or improvements.

(c) Parking Lot and Driveway Improvements. All parking areas, driveways, sidewalks and other vehicular or pedestrian access or parking areas may be improved, modified or expanded by majority vote of the Board of Directors of the Association.

(d) Utility Service. All utility services may be expanded or supplemented by a majority vote of the Board of Directors of the Association.

(e) Signs. The Developer shall promulgate all rules and regulations regarding exterior signs, both freestanding and signage on units. All signs, including colors and styles, must be approved by Developer. All rules regarding signs must comply with applicable zoning ordinances. After the Developer has sold all units, the Association has the authority to petition the City of Port Orange and request a variance or such other relief as the Association may be advised for the purpose of securing additional unit identification signs or free standing signs; provided however, no additional signage shall impart or restrict the signage allocated to the parcel depicted as Building I, Building II and Building III (said parcel being identified in Schedule A-1). All expenses associated with free standing signs shall be paid by the Association as a common expense. The suite identification signs on a suite shall be paid by the individual suite owners which expense shall be attributable exclusively to the suite owner and shall not be a common expense.

(f) Future Development. At the time of recording of this Declaration, Building II and Building III have not been constructed. This parcel is also identified in Schedule A-1 and shall be further identified as Building II and Building III. The Parcel has been submitted to condominium ownership. If Developer and/or Paul F. Holub, Jr. and Jack Guess, or any partnership or corporation in which Holub/Guess owns an interest in, or if Developer or Holub and Guess assign their interest in the Building II and Building III property, then the Developer/Assignee's and/or Holub/Guess reserve the following rights:

(1) To adjust and/or relocate the retention pond provided all necessary governmental permits and approvals are received.

(2) To adjust, alter, modify, relocate or supplement any road signage, directional signage, location signage, development signage or any other signage provided all necessary governmental permits and approvals are received.

(3) To adjust, alter, modify, relocate or supplement any roadways, driveways and parking areas provided all necessary governmental permits and approvals are received.

(4) To construct and/or connect to any existing utilities, including water main, sewer main, stormwater inlets and pipes, retention pond and any other site utility that may benefit the Condominium property and/or any Buildings or Units. Developer, at Developer's sole option, reserves the right to install separate meters for water and sewer (as long as Developer owns any units in the Condominium) for all units in the Condominium whether or not a unit has been sold.

All costs associated with the alteration of any common elements as a result of this paragraph 6.1(f) shall be paid by Developer/Assignee and/or Holub/Guess.

6.2 Suites.

(a) **By The Association.** The Association shall maintain, repair and replace as a Common Expense of the Association:

(1) All exterior portions of the buildings containing the Suites, including exterior doors and windows.

(2) All portions of a Suite, except interior surfaces, contributing to the support of the building containing the Suites, including the party wall between the Suites and all load bearing walls, columns, or structures.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Suite that service part or parts of the Condominium other than the Suite within which such facilities are contained. This provision excludes from its coverage any air conditioning compressor facility, refrigerant gas line and appurtenant facility; and also any other facility for the furnishing of utility services, now or hereafter installed outside any Suite and intended for the purpose of furnishing utility services exclusively to such Suite.

(4) All incidental damage caused to a Suite by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(5) The following specific items which are illustrative but not all inclusive as follows:

freestanding signs; all maintenance and repair of the dumpster area and enclosure; all landscaping and irrigation systems; all parking lot lighting; all parking lot maintenance and repair including resurfacing and striping; all parking and traffic signs; the Common Element electric bill, any fees assessed to the Association; the lift station; and all water/sewer/drainage pipes in the common area and all apparatus necessary for plant and lawn irrigation; all water and sewer service (unless separate unit meters are installed).

(b) By the Suite Owner. The responsibility of the Suite owner shall include, but not be limited to:

(1) To maintain, repair and replace at owner's sole cost, all fixtures, mechanical, electrical and plumbing equipment, such as heating and air conditioning equipment, exterior utility facilities referred to in Section 6.2(a)(3) hereof, water heaters, appliances, utility connections, and any other item of equipment servicing such owner's Suite. Suite Owners shall also be responsible for the maintenance, repair, and replacement of the interior surfaces of their respective Suites, including wall, floor and ceiling surfaces or coverings, and all other portions of such owner's Suite, except the portions thereof specifically maintained and repaired by the Association pursuant to this Declaration.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building containing the Suites.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(4) To pay for the repair, replacement or maintenance occasioned by owner's negligence as more fully set forth in Section 15.2 hereof.

(5) To pay all fees assessed by the Association.

6.3 Management and Maintenance. The Association may enter into a contract with any firm, person, or corporation for the maintenance, repair and management of the Condominium Property. Such services shall be provided on a basis and in such manner as the Board of Directors of the Association deem it advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium. The initial management contract shall be between the Association and the Developer. The Developer shall have the right (at Developer's option) to renew the management contract on the same terms, annually, until Developer has sold all of the units in Buildings I, II & III.

ARTICLE VII

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

7.1 In order to provide for the efficient and effective administration of the Condominium by the Suite Owners, a non-profit corporation known as Dunlawton Centre, Condominium Association, Inc. shall be organized as a Florida not-for-profit corporation, and said Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration, and in accordance with the terms of the Articles

of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and expressly made a part hereof as Exhibits B and C respectively. The owner or owners of each Suite shall automatically become members of the Association upon his, their, or its acquisition of an ownership interest in the title to any Suite, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Suite, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any liens, mortgage or other encumbrance to any Suite shall be entitled, by virtue of such lien, mortgage or other encumbrance upon membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of an institutional mortgagee which acquires title to a Suite either by foreclosure or by voluntary conveyance from the mortgagor or its successor. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided for Common Expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the Suites and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

7.2 The Association shall have the power to grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

ARTICLE VIII

USE RESTRICTIONS

8.1 Rental. No Suite shall be leased or rented for a period of less than one (1) year, unless the Association adopts a By-Law permitting leases of shorter duration. Any lease shall provide that the lessee shall comply with and abide by all of the restrictions contained in this Declaration, and with the rules and regulations contained herein of hereafter established by the Association. No tenant or lessee may occupy or use any Suite unless and until an abstract of the lease is delivered to the Association. The abstract shall state the name and address of the tenant, the name, address and telephone number of the person to whom any notices from the Association should be addressed, the names of at least two (2) persons who may be contacted in the event of an emergency, and the duration of the lease and any renewal options. The abstract, which shall be executed by both owner and tenant, shall contain an acknowledgment by tenant that it has received a copy of the Declaration of Condominium, the Articles, By-Laws and Rules of the Association and will abide by all of the terms and provisions thereof. The tenant shall also waive any right of action, either directly or by way of contribution, against the Association to which the tenant might otherwise become entitled for any action or omission of or by the Association unless the same constitutes gross or willful

negligence. The tenant shall specifically waive and release any claim or cause of action which it might thereafter assert against the Association, its officers, agents or employees for any damage or injury to persons or property because of leakage of water or the operation of malfunction of any utility or building, mechanical, electrical, and plumbing system serving the Condominium Property or Condominium Parcel.

8.2 Use of Common Elements. The use of Common Elements by the owner or owners of all Suites and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association. See paragraph 17.1.2 for additional restrictions regarding leased units.

8.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Suite, or of the Common Elements, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Suite shall permit or suffer anything to be done or kept in his Suite, or on the Common Elements which will obstruct or interfere with the rights of other occupants of annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Suite, which interferes with the peaceful possession and proper use of any other Suite or the Common Elements.

8.4 Prohibited Uses. No suite shall be used for the storage or other disposition of flammable products. No suite shall be used for any purpose that would increase any insurance premiums for insurance coverage paid by the Association insuring the property. No suite owner may sublet a portion of a suite. No Suite shall be used for a telephone solicitation business or for an adult entertainment business.

8.5 Parking and Driveways. No trucks or other commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space or driveways except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary. All parking spaces are Common Elements and are undesignated. Parking is open to use by the employees, guest and invitees of Unit owners. Parking spaces are generally to be used on a first come, first serve basis. In determining the number of parking spaces, the Developer installed one (1) parking space for every two hundred (200) square feet of building space. In the event of a dispute regarding parking spaces, the Board of Directors shall be authorized to designate parking spaces based upon the square footage of the units. A suite owner is required to manage and designate parking spaces for the suite owner, his employees, guests, clients, patients and patrons. Exhibit A-4 contains the square footage of each unit. If a suite owner is utilizing parking spaces in excess of the number allocated to his suite based upon the formula of one (1) parking space for every two hundred (200) square feet; then the Association shall enforce the parking space allocation and shall be authorized to have vehicles towed at the suite owner's or automobile owner's expense.

ARTICLE IX

REGISTRY

9.1 **Registry.** The Association shall at all times maintain a Register setting forth the names of the owners of all of the Suites, and in the event of sale or transfer of any Suite to a third party, the purchaser of transferee shall notify the Association in writing of his interest in such Suite, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Suite. The holder of any mortgage of mortgages upon any Suite may notify the Association of the existence of any mortgage of mortgages held by such party on any Suite and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

ARTICLE X

INSURANCE

Insurance shall be carried upon the Condominium property as follows:

10.1 **Authority to Purchase.** All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Suite Owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Suite Owners. It shall not be responsibility or duty of the Association to obtain insurance coverage for the personal liability, contents, personal property or redecorating of any Suite Owner.

10.2 **Coverage.**

(a) **Casualty.** All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) **Public Liability.** In such amounts and such coverage as may be required by

the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Suite Owners as a group to a Suite Owner, where available.

(c) Workers' Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

10.3 Premiums. Premiums for insurance shall be a Common Expense and shall be paid by the Association.

10.4 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Suite owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for each Suite Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Suite.

(b) Suites. Proceeds on account of damage to Suites shall be held in the following undivided shares:

(1) When the damaged building is to be restored, for the owners of damaged Suites in proportion to the cost of repairing the damage suffered by each Suite Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored, for the owners of Suites in such building and their respective mortgagees, in undivided shares being the same as the owners' shares in the Common Elements appurtenant to their respective Suites.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Suite, the share of the Suite Owner shall be held in trust for the mortgagee and the Suite Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, other than as specifically provided in Section 11.1(b) below. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the Suite Owner and mortgagee pursuant to the provisions of Section 10.5 hereof.

10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Suite Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Suite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Suite Owner and for each owner of any other interest in the Condominium Property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Suite Owner upon payment of a claim.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damaged Common Element is within the building in which the Suites are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Suites in which case the provisions relative to reconstruction and repair of the Condominium improvements provided in paragraph 11.1(b) hereof shall apply.

(b) Condominium Improvements.

1) Partial Destruction. If there is a damage to the Condominium improvements such that in the judgement of a majority of the Board of Directors will not require repair and reconstruction costs in excess of 80% of total replacement cost of all Condominium improvements exclusive of excavation and foundation cost, then the improvements shall be reconstructed and repaired unless owners of all the Suites and all holders of first mortgages on the Suites agree in writing that the same shall not be repaired, in which case the provisions for termination in 11.2 below shall apply.

2) Total Destruction. If the Condominium Building is so seriously

damaged that the cost of repair will, in the judgement of a majority of the Board of Directors, exceed 80% of total replacement cost exclusive of excavation and foundation cost, then the Condominium Building shall not be reconstructed or repaired unless all of the Suite Owners and all mortgagees holding first mortgages on the Suites shall, within 90 days after casualty, agree in writing that the same shall be reconstructed and repaired.

11.2 Non-reconstruction to Terminate Condominium Status. Upon a termination, all of the Suite Owners shall become tenants in common as to the real property and any remaining improvements. Each Suite Owner shall have that percentage interest equal to that Suite's appurtenant interest in the Common Elements. The lien of any mortgage or other encumbrance upon a Suite shall attach in the same order of priority to the encumbered Suite Owner's undivided interest in the property and improvements and in the insurance proceeds.

Upon termination, the Association shall distribute the proceeds of any policy or policies of casualty insurance received on account of the damage to the Suite Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Suite shall be that fractional interest equal to such Suite's appurtenant interest in the Common Elements.

11.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Condominium Building and improvements; or if not, then according to plans and specifications approved by all of the Suite Owners which approvals shall not be unreasonably withheld.

11.4 Responsibility. If the damage is only to those parts of Suites for which the responsibility of maintenance and repair is that of the Suite Owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.5 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.6 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the owners who own the damaged Suites, and against all Suite Owners in the case of damage to Common Elements, insufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to Suites shall be in proportion to the cost of reconstruction and repair of their respective Suites. Such assessments on account of damage to Common Elements shall be in proportion to the owners' shares in the Common Elements.

11.7 Reconstruction Funds. Reconstruction funds, which shall consist of the proceeds

of insurance held by the Association and funds collected by the Association from assessments against Suite Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Suite Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Suite Owner, shall be paid by the Association to the Suite Owner, or if there is a mortgage endorsement as to such Suite, then to the Suite Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association - Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(c) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to all owners who have paid assessments pursuant to Section 11.6 hereof in proportion to such assessments, up to the full amount of said assessments. If funds remain after full refund of all such assessments, such funds shall be distributed ratably to each Suite Owner, with remittance to an owner of a mortgaged Suite being payable jointly to such owner and his mortgagee.

ARTICLE XII

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against the owners of all Suites and said Suites. The making and collection of assessments for common Expenses shall be pursuant to the By-Laws of the Association and the following provisions:

12.1 Uniform Assessments. Common Expenses and assessments shall be allocated among the Suites in accordance with Section 4.5 hereof.

12.2 Payments. The assessment shall be paid as provided in the Association's By-Laws. Assessments not paid within fifteen (15) days after the day when the same shall become due shall be subject to a five percent (5%) late charge to cover the administrative costs incurred in handling delinquent payments and shall bear interests until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to late charges, then interest and then to the assessment.

12.3 Lien for Assessments. The Association shall have a lien on each Suite for any unpaid assessments and for interest thereon which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, of a claim of lien stating the description of the Suite, the name of the record title owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Suite shall be required to pay a reasonable rental for the Suite and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgement for unpaid assessments without waiving the lien securing the same. Where the holder of an institutional mortgage obtains title to the Suite as a result of the foreclosure of such mortgage, or a conveyance in lieu of foreclosure of such mortgage, such mortgage holder, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Suite or chargeable to the former owner of such Suite which became due prior to acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Suite Owners including such mortgage holder, its successors and assigns. The prior owner or owners of the Suite shall remain personally liable for such unpaid assessments.

ARTICLE XIII

TERMINATION

Except as provided in Article XI, this Declaration and plan of condominium ownership may only be terminated by the unanimous consent of all of the Suite Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrances against said Suites, in which event, the termination of the Condominium shall be in accordance with such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of

Condominium ownership established herein shall be executed in writing by all of the afore named parties, and such instrument shall be recorded in the Public Records of Volusia County, Florida.

ARTICLE XIV

AMENDMENT OF DECLARATION OF CONDOMINIUM

Subject to the provisions hereinafter set forth, this *Declaration of Condominium* may be amended in the following manner:

14.1 Articles of Incorporation and By-Laws. Said documents may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of Section 14.2 hereof, provided however that, in the event that an amendment of the Articles of Incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended) , then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

14.2 Declaration.

(a) Amendment Required by Developer or Institutional Lenders. Developer reserves the right to amend this Declaration or any exhibit thereto (a) as Developer may deem appropriate or (b) to meet the requirements of any institutional lender which has committed to the making of a mortgage loan on the Condominium or any Suite therein. Such amendment shall not require the approval, consent or joinder of the Association, any Suite Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Suite not owned by Developer or the share of Common Expense to be borne by any Suite not owned by Developer, or the square footage of any unit not owned by Developer in which case written consent shall be required from all owners and mortgagees of any Suites whose percentages, shares or square footage would be altered.

(b) All Other Amendments. An amendment or amendments to this Declaration of Condominium other than as set forth above may be made by recording such amendment duly executed with the formality of a deed by all Suite Owners and the record holders of all mortgages on all Suites, or such amendment may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by any Suite Owner whether at a member's meeting or by instrument in writing signed by such Suite Owner. Such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments,

and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of seventy five percent (75%) of the record owners of the Suites in order for such amendments of this Declaration of Condominium shall be transcribed and certified by the Secretary or Assistant Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of recorded by the officers of the Association shall be delivered to all of the owners of all Suites, but delivery of a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized is such member is not in attendance at such meeting or represented thereat by proxy.

(c) In the alternative, an amendment may be made to this Declaration by written agreement executed and acknowledged by the record owner of each Suite in the manner required for execution of a deed, and recorded in the Public Records of Volusia County, Florida.

PROVIDED HOWEVER, THAT:

(a) The percentage of ownership of Common Elements appurtenant to any Suite, or in any Suite's share of the common Expenses and Surplus shall not be altered, amended or modified without the written consent of the owners and mortgagees of all Suites in the Condominium whose percentages would be altered.

(b) No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Article X (Insurance) or Article XII (Assessments) or this Article without the consent of all mortgagees.

ARTICLE XV

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Suite shall be governed by and shall comply with the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and such Rules and Regulations as may be adopted from time to time. A default by the owner or owners of any Suite shall entitle the Association or the owner or owners of any other Suite to the following relief:

15.1 Grounds for Relief. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien of any combination thereof, or any other action at law of equity and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Suite.

15.2 Negligence. The owner or owners of each Suite shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his invites, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Suite or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

15.3 Attorney's Fees. In a proceeding arising because of an alleged default hereunder by any Suite Owner or the Association, the prevailing party shall be entitled to recover the costs of the proceedings, and such party's reasonable attorney's fees as may be determined by the Court.

15.4 No Waiver. The failure of the Developer, or of the Association, or of any Suite Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Developer, the Association or the owner to enforce such right, provision, covenant or condition in the future.

15.5 Cumulative Remedies. All rights, remedies and privileges granted to the Association or the owner or owners of a Suite pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall, it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

ARTICLE XVI

RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of the Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by the Developer and may be exercised by the nominee of the Developer and/or exercised by any person designated by the Developer to succeed to such right or rights and by any person or entity becoming a successor to the Developer by operation of law.

ARTICLE XVII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant hereto and incorporated herein and the mere acquisition or rental of any Suite, or the mere act of occupancy of any Suite shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XVIII

LEASE, CONVEYANCE, DISPOSITION

The purpose and object of this paragraph is to maintain a businesslike, tranquil, nontransient, and professional atmosphere with the Suite Owner conducting its business in compatible coexistence with other financially responsible persons or entities. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each Suite Owner. Therefore, the lease, conveyance, disposal, and financing of the Suites by Owners shall be subject to the following provisions:

18.1 Association Approval Required. Except for Developer sales, no Suite Owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O.R. Book)

and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Public Records of Volusia County, Florida with the deed or other instrument title to the unit.

18.1.1 Devise of Inheritance. If any Suite Owner shall acquire title by devise or inheritance, said transfer of ownership shall be exempt from the provisions of paragraphs 17.1 above. The continuance of ownership shall not be subject to the approval of the Association. Such Suite Owner shall give the Association notice of the title acquisition together with such additional information concerning the Suite Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may require said information.

18.1.2 Leases. Lease approvals do not need to be recorded. Only entire units may be leased. No suite may be leased or subleased to more than one (1) tenant. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge against the Suite Owner leasing the Suite. Each Suite Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Suite Owner at or before the commencement of the lease term. The minimum leasing period is two (2) years.

18.2 Approval Procedure. The approval of the Association shall be obtained as follows:

18.2.1 Written Notice. Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, written notice shall be given the Association by the Owner of their intention to sell or transfer an interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00, or as permitted by law from time to time.

18.2.2 Association's Options. The Association must, within fifteen (15) days after the receipt of all the information required above, in the following order and priority, either (a) disapprove the transfer whether or not for cause, AND furnish an alternate purchaser (under

the same terms and conditions as provided in the written notice) approved by the Association with existing owners having a preference over non-owners or; (b) the Association may elect to purchase the Suite, on the same terms set forth in the written notice given the Association; (c) or the owner may withdraw the proposed sale; or (d) the Association may approve the transaction. If disapproved, the Association may not act arbitrarily or unlawfully or in a manner that is discriminatory. Approval may be withheld only for reasons rationally related to the protection, preservation, and proper operation of the Condominium. A unit owner shall have the right to require the Association to disapprove a proposed sale if the owner desires to exercise the rights enumerated in subparagraph (a) above. If more than one (1) unit owner desires to exercise the right to purchase, the unit owner closest to the unit for sale shall be given priority.

18.2.3 Closing Date. The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

18.2.4 Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 17.2.2), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Suite have been paid.

18.3 Judicial Sales. Judicial sales are exempt from this section.

18.4 Unapproved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIX

EASEMENTS

Attached hereto as Exhibit D-6 and Exhibit D-7 are the Tree Conservation Easement executed by Developer and the Cross Access Easement Agreement executed by Developer respectively. Upon recording of this Declaration, these Easement Agreements shall be implemented as though the Easement Agreements were separately recorded.

ARTICLE XX

SEVERABILITY

In the event that any of the terms, provisions of covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever

any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, Paul F. Holub, Jr., as Managing Member of Dunlawton Avenue, LLC, a Florida limited liability company, has caused these presents to be executed this 28th day of July, 2003.

Signed, sealed and delivered in our presence:

[Signature]
(First Witness)

Jeffrey C. Sweet
(Printed/typed name)

[Signature]
(Second Witness)

Penny K. Every
(Printed/typed name)

DUNLAWTON AVENUE, LLC,
a Florida limited liability company

[Signature]
Paul F. Holub, Jr.
Managing Member

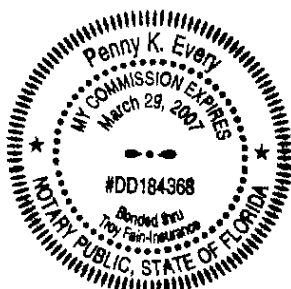
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 2003 by Paul F. Holub, Jr., as Managing Member of Dunlawton Avenue, LLC, a Florida limited liability company who is ☒ personally known to me or ☐ has produced a driver's license as identification and who ☐ did ☐ did not take an oath.

[Signature]
NOTARY PUBLIC

My Commission Expires:
SEAL:



Dec 27

JOINDER AND CONSENT OF MORTGAGEE

Regions Bank, a banking corporation ("Mortgagee"), the owner and holder of those certain Mortgage Deeds and Security Agreements dated January 14, 2003, which Mortgages are recorded in Official Records Book 5001, Page 54, and Official Records Book 5001, Page 65, respectively, of the Public Records of Volusia County, Florida, and encumber the land and improvements being submitted to condominium ownership in the foregoing Declaration of Condominium of Dunlawton Centre, a Condominium, hereby consents to and joins in said Declaration of Condominium pursuant to Section 718.104(3) of the Florida Statutes. Mortgagee hereby reserves all of its rights and remedies as granted under said Mortgage Deeds and Security Agreements, as modified, encumbering lands and improvements submitted to condominium ownership in said Declaration of Condominium.

IN WITNESS WHEREOF, Regions Bank has caused its' presents to be signed in its corporate name and its corporate seal to be affixed this 21st day of July, 2003.

By. 

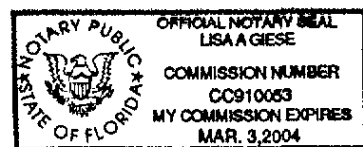
Joseph S. Lambert
Senior Vice President

"CORPORATE SEAL"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 2003, by Joseph S. Lambert as Senior Vice President of Regions Bank


Notary Public Lisa A. Giese
My Commission Expires:



Dec 28

DUNLAWTON CENTRE, A CONDOMINIUM

SCHEDULE "A"

LEGAL DESCRIPTION

Legal Description

Parcel A: The Easterly 324 Feet Of Lot 9, Plat 2, Craig Farms, As Recorded In Map Book 11, Page 90, Of The Public Records Of Volusia County, Florida, Excepting Any Port Lying And Being In Official Records Book 3005, Page 760, Public Records Of Volusia County, Florida.

And

Together With An Easement For Road Purposes Over The Southerly 50 Feet Of The Northerly 226.6 Feet Of Said Lot 9.

Parcel B: A Portion Of The Northwest Quarter Of The Southwest Quarter Of Section 27, Township 16 South, Range 33 East, Described As Follows: Beginning At The Northeast Corner Of Lot 9, Plat 2, Craig Farms, As Recorded In Map Book 11, Page 90, Public Records Of Volusia County, Florida; Thence Easterly Along A Continuation Of The Northerly Line Of Lot 9, A Distance F 79.3 Feet To A Concrete Monument Marking The Northwest Corner Of The East $\frac{1}{2}$ Of The Southwest Quarter Of Section 17, Township 16 South, Range 33 East; Said Point Being In The Westerly Line Of Sweetwater Estates Subdivision, As Recorded In Map Book 27, Page 213, Public Records Of Volusia County, Florida; Thence Southerly Along The Westerly Line Of The East $\frac{1}{2}$ Of The Southwest Quarter Of Said Section 17, A Distance Of 403.2 Feet; Thence Westerly A Distance Of 70 Feet; Thence Northerly Along The Easterly Lien Of Said Lot 9 Of Plat 2, Craig Farms Subdivision, A Distance Of 403.2 Feet To The Place Of Beginning.

Excepting Any Portion Lying And Being In Official Records Book 3005, Page 760, Public Records Of Volusia County Florida

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DUNLAWTON CENTRE, A CONDOMINIUM

SCHEDULE A-1

DUNLAWTON CENTRE CONDOMINIUM

A PORTION OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
ALL SITUATED IN VOLUSIA COUNTY, FLORIDA



McKIM & CREED

1901 Mason Avenue, Suite 102
Phone: (386)274-2828, Fax: (386)274-1393
Daytona Beach, Florida, 32117-5105
LB #6566

Internet Site: <http://www.mckimcreed.com>

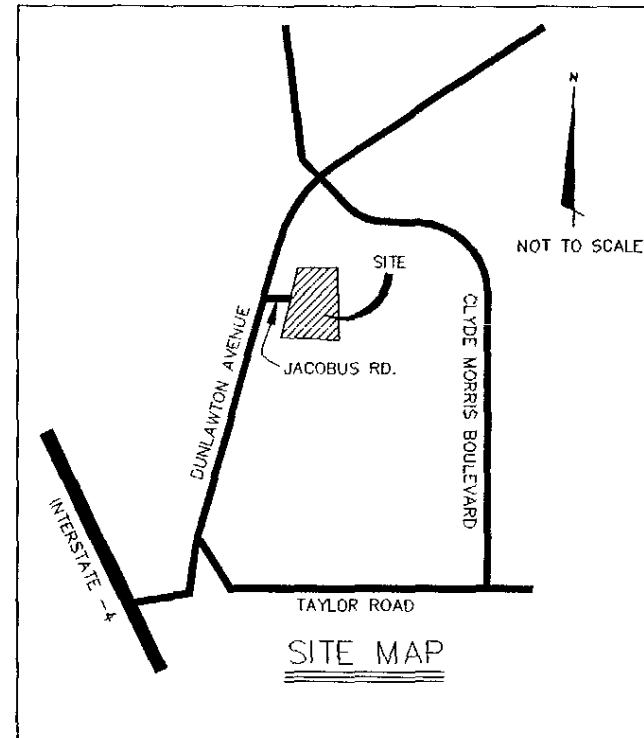
LEGAL DESCRIPTION FURNISHED BY CLIENT:

PARCEL A: THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,
EXCEPTING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 760,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND
TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 50 FEET OF
THE NORTHERLY 226.6 FEET OF SAID LOT 9.

PARCEL B: A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS: BEGINNING
AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS, AS
RECORDED IN MAP BOOK 11, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;
THENCE EASTERLY ALONG A CONTINUATION OF THE NORTHERLY LINE OF LOT 9 A
DISTANCE OF 79.3 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST
CORNER OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16
SOUTH, RANGE 33 EAST; SAID POINT BEING IN THE WESTERLY LINE OF SWEETWATER
ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 213, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE
EAST 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 403.2 FEET;
THENCE WESTERLY A DISTANCE OF 70 FEET;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 OF PLAT 2, CRAIG FARMS
SUBDIVISION A DISTANCE OF 403.2 FEET TO THE PLACE OF BEGINNING,
EXCEPTING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 760,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTE:

ALL PROPERTY NOT LOCATED WITHIN A CONDOMINIUM UNIT IS A COMMON ELEMENT.



SURVEYOR CERTIFICATE

THE UNDERSIGNED, LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA,
DOES HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE REAL PROPERTY DESCRIBED
HEREIN AND FURTHER CERTIFIES THAT THIS SURVEY DESIGNATED AS DUNLAWTON CENTRE,
A CONDOMINIUM, CONSISTING OF SHEETS 1 THROUGH 10, TOGETHER
WITH THE DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORD BOOK 5138
PAGE 3852, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IS A CORRECT REPRESENTATION
OF THE REAL PROPERTY DESCRIBED HEREIN AND THE IMPROVEMENTS LOCATED THEREON,
IDENTIFIED AS BUILDING 1, SUITE 1, SUITE 2, SUITE 3, AND SUITE 4 ONLY,
THAT THE CONSTRUCTION OF THE AFORESAID IMPROVEMENTS IS COMPLETE SO THAT THIS SURVEY,
TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS AN ACCURATE
REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE UNITS,
IDENTIFIED AS BUILDING 1, SUITE 1, SUITE 2, SUITE 3, AND SUITE 4 ONLY,
AND COMMON ELEMENTS, AND EACH CONDOMINIUM UNIT CAN BE DETERMINED FROM THIS SURVEY.

REGISTERED LAND SURVEYOR
DAVID McMILLEN
FLORIDA REGISTER P.S.M. NO. 6378

7-22-03
DATE

JULY 10, 2003

DUNLAWTON CENTRE CONDOMINIUM

SHEET 2 OF 10

PLAT BOOK

PAGE

A PORTION OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
ALL SITUATED IN VOLUSIA COUNTY, FLORIDA

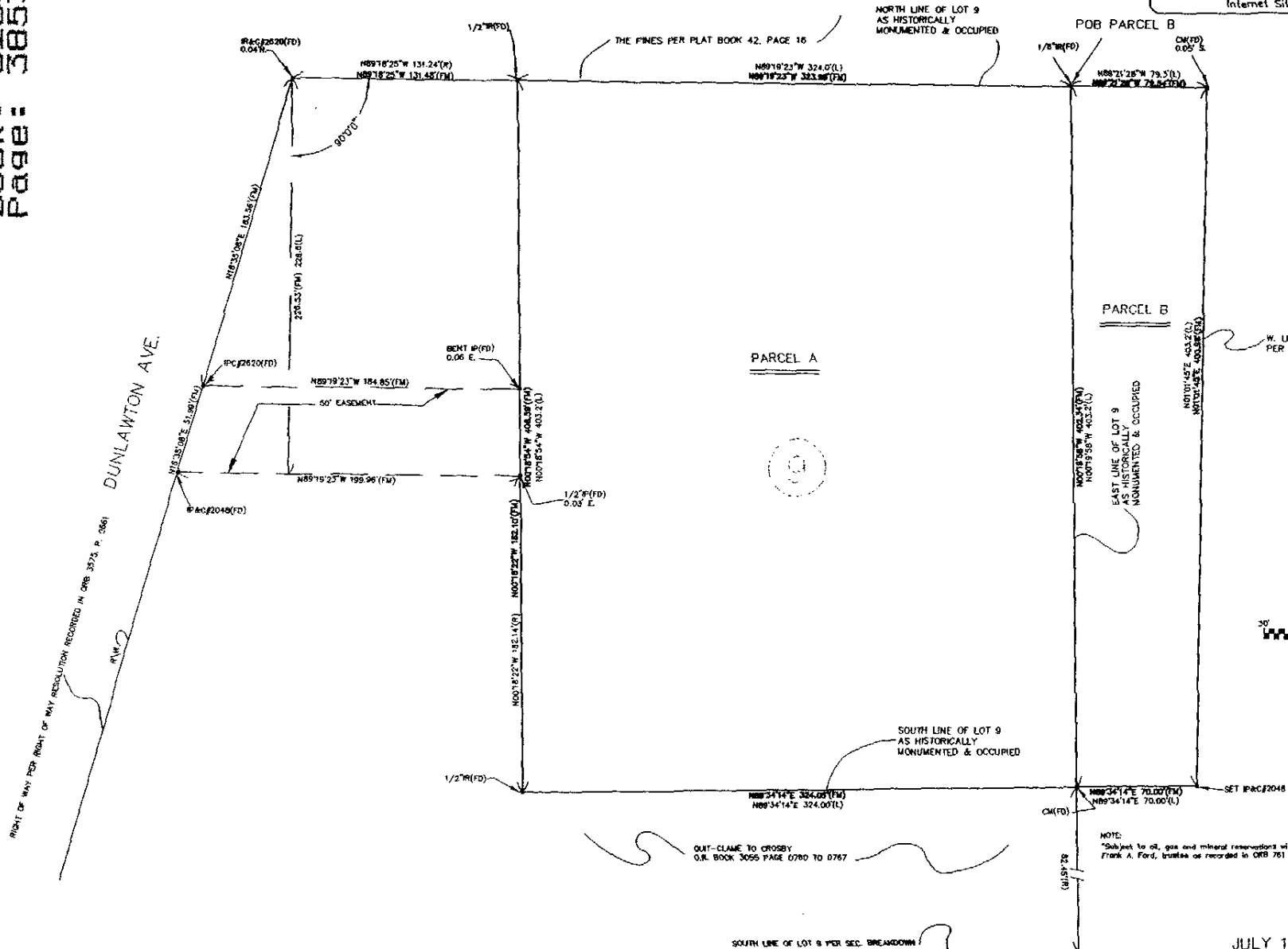


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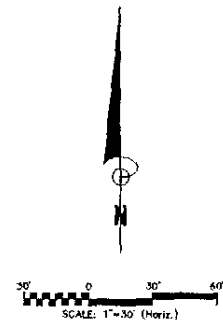
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Book: 9138
Page: 3853



W. LINE OF SWEETWATERS SUB.
PER MAP BOOK 27, PAGE 213



JULY 10, 2003

NOTE: ORB 468, P. 155 DOES NOT AFFECT SUBJECT PROPERTY OR ACCESS EASEMENT.

DUNLAWTON CENTRE CONDOMINIUM

A PORTION OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
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ALL SITUATED IN VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 10

PLAT BOOK

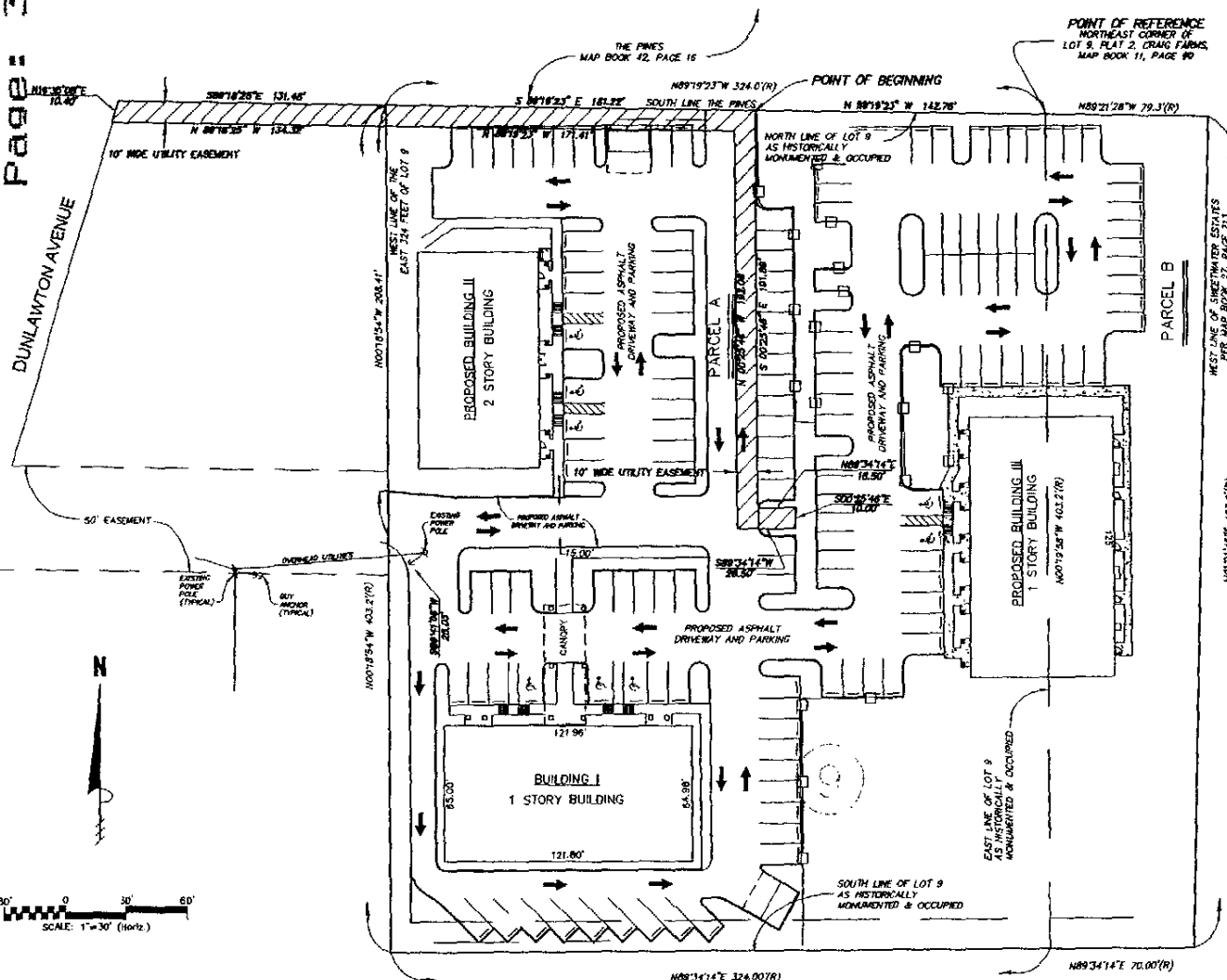
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LEGAL DESCRIPTION (10 FOOT WIDE UTILITY EASEMENT):

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE EQUIVALENT AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST, ALONG THE NORTH LINE OF AFORESAID LOT 9, A DISTANCE OF 142.76 FEET AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE OF LOT 9 SOUTH 00 DEGREES 25 MINUTES 48 SECONDS EAST 181.80 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST 18.50 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 48 SECONDS EAST 10.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST 28.50 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 48 SECONDS WEST 192.00 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST AND PARALLEL WITH THE SAID NORTH LINE OF LOT 9 171.41 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 25 SECONDS WEST 134.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE AS DESCRIBED IN RIGHT OF WAY RESOLUTION OFFICIAL RECORD BOOK 3575 PAGE 0667 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY OF DUNLAWTON AVENUE NORTH 16 DEGREES 35 MINUTES 08 SECONDS EAST 10.40 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY SOUTH 89 DEGREES 18 MINUTES 25 SECONDS EAST 151.48 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS EAST ALONG THE AFORESAID NORTH LINE OF LOT 9 181.22 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.12 ACRES MORE OR LESS.

PARENT TRACTS

LEGAL DESCRIPTION FURNISHED BY CLIENT:

PARCEL A: THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 700, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 50 FEET OF THE NORTHERLY 324 FEET OF SAID LOT 9.

PARCEL B: A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG A CONTINUATION OF THE NORTHERLY LINE OF LOT 9 A DISTANCE OF 79.3 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST; SAID POINT BEING IN THE NORTHERLY LINE OF SWEETWATER ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 213, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 403.2 FEET; THENCE WESTERLY A DISTANCE OF 78 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 OF PLAT 2, CRAIG FARMS SUBDIVISION A DISTANCE OF 403.2 FEET TO THE PLACE OF BEGINNING, EXCEPTING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 700, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTE: (R) REFERS TO RECORD DIMENSIONS AS THEY APPEAR WITHIN THE LEGAL DESCRIPTION AS FOUND ON PHILLIPS SURVEYING, INC. BOUNDARY SURVEY PROJECT NUMBER 96355, DATED 7/10/98.

JULY 10, 2003

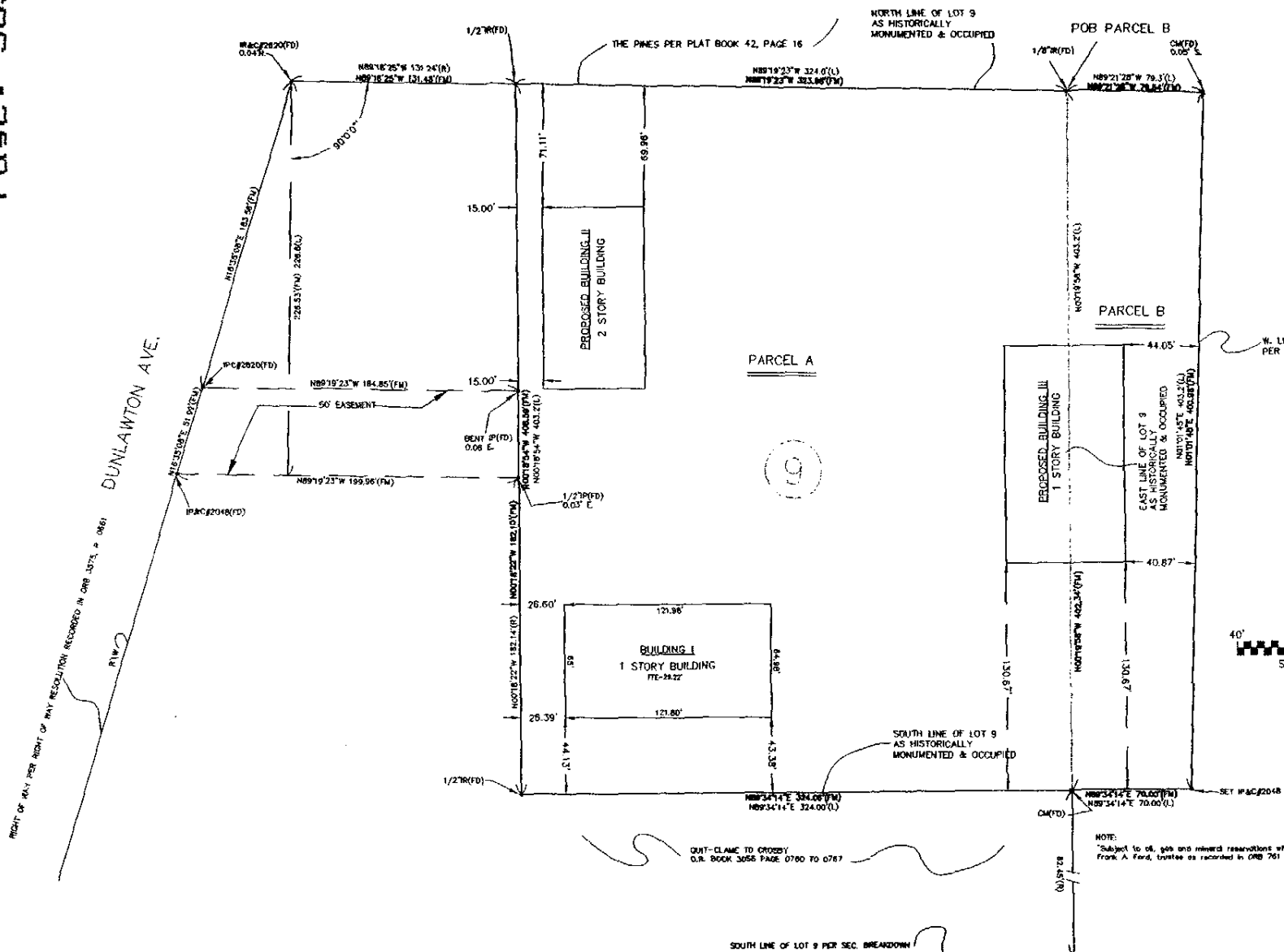
DUNLAWTON CENTRE CONDOMINIUM

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DUNLAWTON CENTRE, A CONDOMINIUM

SCHEDULE A-2

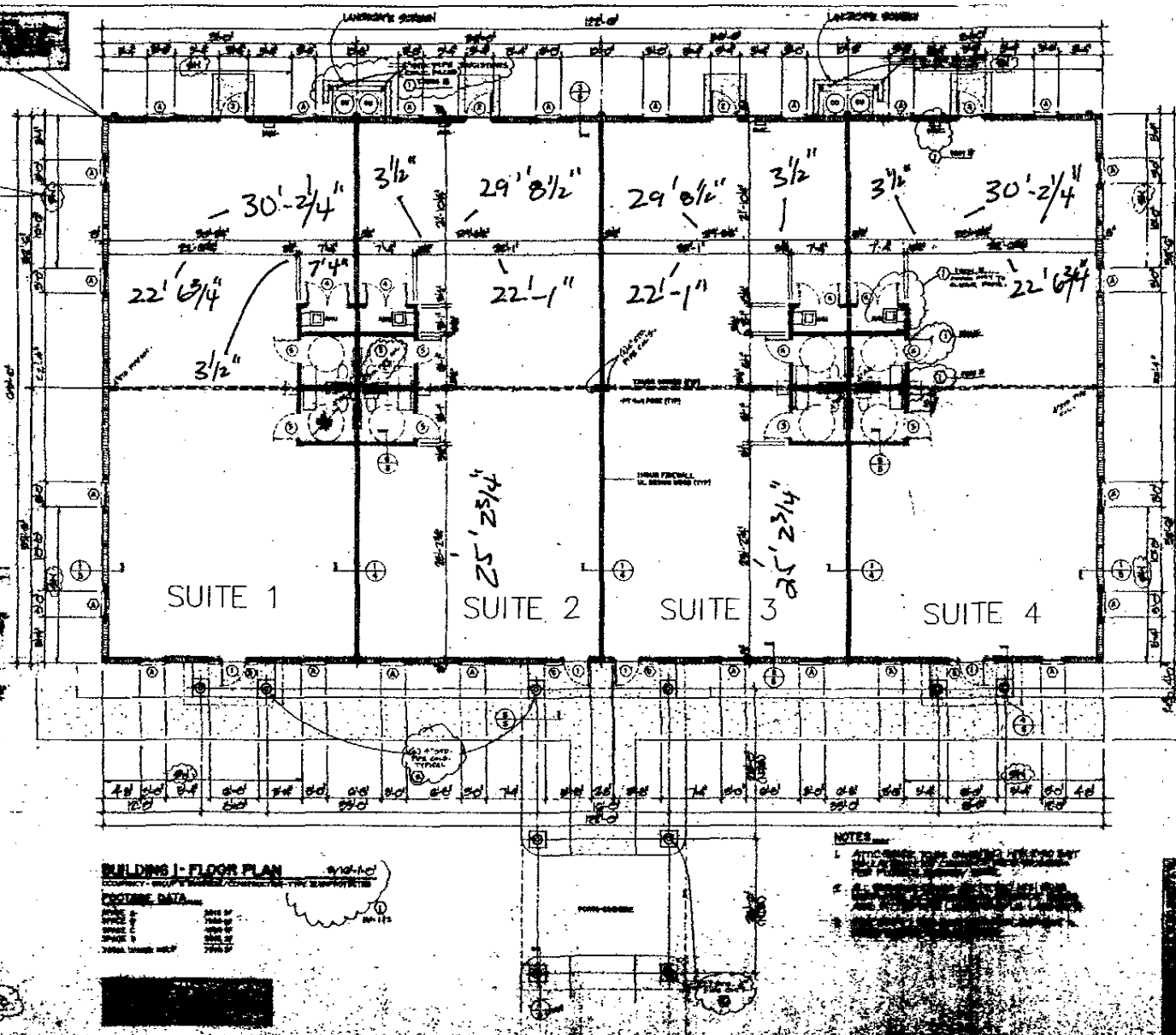
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BOOK: 5138
PAGE: 3857

NOTE:
PLANS PROVIDED BY BOWEN BROOKFIELD PROPERTY
PL. NO. 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



BUILDING 1 - FLOOR PLAN
CONDOMINIUM - GROUP 1 - BUILDING 1 - CONDOMINIUM - FLOOR PLAN
PROPOSED DATA
DATE: 10/10/03
SCALE: 1/8\"/>

NOTES
1. ATTORNEY: JOHN J. HARRIS, JR., ESQ.
2. ARCHITECT: MCKIM & CREED, INC.
3. ENGINEER: JAMES H. HARRIS, JR., ESQ.
4. LANDSCAPE ARCHITECT: JAMES H. HARRIS, JR., ESQ.
5. INTERIOR DESIGNER: JAMES H. HARRIS, JR., ESQ.
6. FURNITURE: JAMES H. HARRIS, JR., ESQ.
7. LIGHTING: JAMES H. HARRIS, JR., ESQ.
8. PAINT: JAMES H. HARRIS, JR., ESQ.
9. CARPET: JAMES H. HARRIS, JR., ESQ.
10. CEILING: JAMES H. HARRIS, JR., ESQ.
11. WALLS: JAMES H. HARRIS, JR., ESQ.
12. FLOORS: JAMES H. HARRIS, JR., ESQ.
13. ROOF: JAMES H. HARRIS, JR., ESQ.
14. EXTERIOR: JAMES H. HARRIS, JR., ESQ.
15. INTERIOR: JAMES H. HARRIS, JR., ESQ.
16. MECHANICAL: JAMES H. HARRIS, JR., ESQ.
17. ELECTRICAL: JAMES H. HARRIS, JR., ESQ.
18. PLUMBING: JAMES H. HARRIS, JR., ESQ.
19. HVAC: JAMES H. HARRIS, JR., ESQ.
20. FIRE: JAMES H. HARRIS, JR., ESQ.
21. SECURITY: JAMES H. HARRIS, JR., ESQ.
22. COMMUNICATIONS: JAMES H. HARRIS, JR., ESQ.
23. TRANSPORTATION: JAMES H. HARRIS, JR., ESQ.
24. UTILITIES: JAMES H. HARRIS, JR., ESQ.
25. OTHER: JAMES H. HARRIS, JR., ESQ.

DUNLAWTON CENTRE CONDOMINIUM

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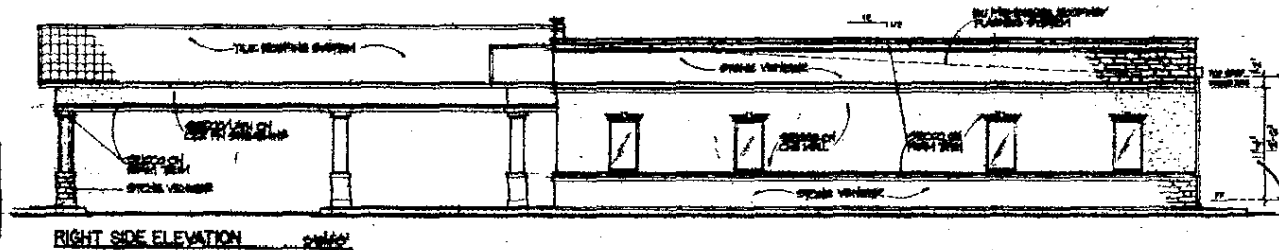
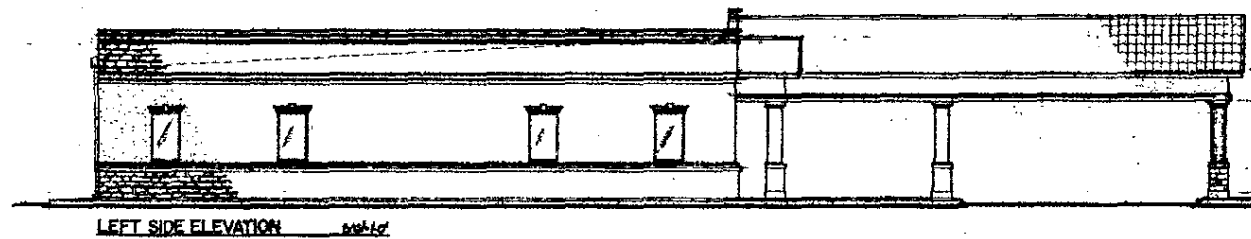
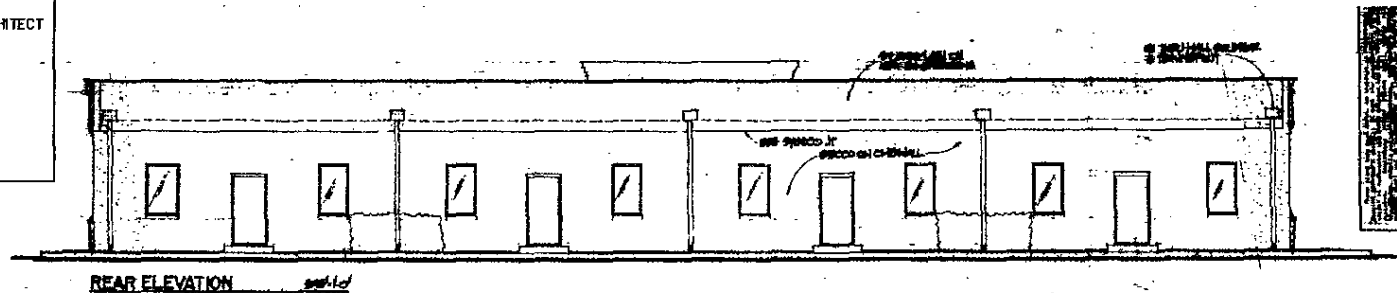
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Daytona Beach, Florida, 32117-5105
LB #5586

Internet Site: <http://www.mckimcreed.com>

NOTE:

PLANS PROVIDED BY RICHARD BROOKFIELD ARCHITECT
FL. REG. NO. AR 0014568.
232 THIRD AVENUE
DAYTONA BEACH, FLORIDA

DRAWN BY PROFESSIONAL DRAFTING SERVICES
P.O. BOX 5547
DAYTONA BEACH, FLORIDA



EXTERIOR COLORS

PRIMARY PAINT COLOR:
DUNLAWTON HILLIARD WHITE ANTIQUE WHITE
TRIM COLOR:
DUNLAWTON HILLIARD WHITE ANTIQUE WHITE



Book: 5138
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JULY 10, 2003

DUNLAWTON CENTRE, A CONDOMINIUM

SCHEDULE A-3

DUNLAWTON CENTRE CONDOMINIUM

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SHEET 4 OF 10

PLAT BOOK

PAGE



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SITE INFORMATION

1730 DUNLAWTON AVE., PORT ORANGE, FL
PARCEL # 8317-00009
SOLS MAP STURCK #83 - TANNERS FINE SAND

FLOOD ZONE

ZONING

PROPERTY IN FLOOD ZONE "C" CURRENT ZONING "PD"

PARKING REQUIREMENTS

TOTAL BUILDING GFA: 29,192 SF
TOTAL OFFICE AREA: 14,500 SF
TOTAL MEDICAL AREA: 14,692 SF

TOTAL PARKING REQUIRED:

OFFICE: 1 SPACE / 200 SF = 73 SPACES REQ'D
MEDICAL: 1 SPACE / 100 SF = 87 SPACES REQ'D

TOTAL PARKING PROVIDED:

154 SPACES
148 SPACES

BUILDING No. 1:

OFFICE PARKING REQUIRED: 20 SPACES
MEDICAL PARKING REQUIRED: 22 SPACES
PARKING PROVIDED: 41 SPACES

BUILDING No. 2:

OFFICE PARKING REQUIRED: 31 SPACES
MEDICAL PARKING REQUIRED: 35 SPACES
PARKING PROVIDED: 64 SPACES

BUILDING No. 3:

OFFICE PARKING REQUIRED: 22 SPACES
MEDICAL PARKING REQUIRED: 24 SPACES
PARKING PROVIDED: 44 SPACES

SETBACKS

BUILDING: FRONT = 5'
SIDE = 15'
REAR = 20'

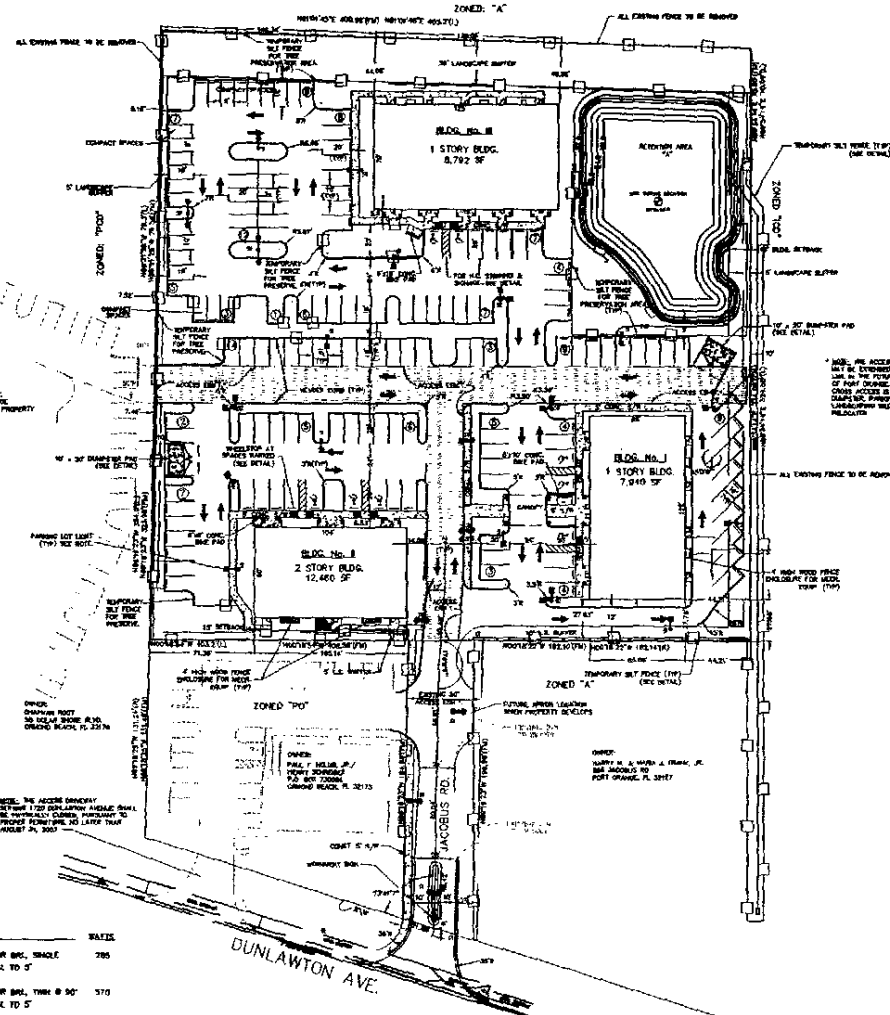
NOTES:

- UTILITY TIE-IN LOCATIONS MAY CHANGE TO CONNECT TO PROPOSED WATER AND SEWER SYSTEM IN THE PINES PCD
- A VARIANCE FOR THE OFF-SITE ADVERTISING SIGN WAS GRANTED PER CASE NO. 99-30000015 AND WILL EXPIRE NOVEMBER 22, 2001. THE SIGN PERMIT MUST BE ISSUED AND THE SIGN UNDER CONSTRUCTION PRIOR TO THE EXPIRATION DATE OF THE VARIANCE (11-22-01).

LIGHTING SPECIFICATIONS

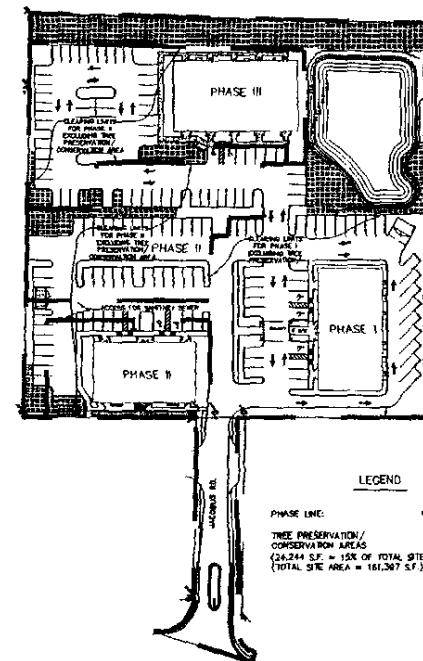
TYPE	BRAND	CATALOG #	LAMPS	MOUNTING	NOTES	RATIS
1	JPL	21.3 P250W/PRO/7R/DEAT	2-250WPS	POLE (BELOW)	25' HT 11/16" DIA. SINGLE DIRECT BEAM TO 5'	785
2	JPL	21.3 P250W/PRO/7R/DEAT	2-250WPS	POLE (BELOW)	25' HT 11/16" DIA. THIN @ 90° DIRECT BEAM TO 5'	570
3	JPL	21.3 P250W/PRO/7R/DEAT	2-250WPS	POLE (BELOW)	25' HT 11/16" DIA. THIN @ 180° DIRECT BEAM TO 5'	570
4	ATP/OLE STREET LAMP, INC.	W12A1-CLC LAMP-2X4750	5-150/200W	POLE (BELOW)	WARRINGTON SERIES OR SIMILAR MODEL AT DEVELOPER'S OPTION	

NOTE: "CLC" BRIDGES SHALL BE PLACED ON LIGHT FIXTURES ADJACENT TO THE WEST PROPERTY LINES



PHASING PLAN/ CONSERVATION AREAS

SCALE: 1" = 50'



LEGEND

PHASE LINE:
THREE PRESERVATION/
CONSERVATION AREAS
(26,244 S.F. = 15% OF TOTAL SITE)
(TOTAL SITE AREA = 161,347 S.F.)

JULY 10, 2003

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SHEET 5 OF 10

PLAT BOOK

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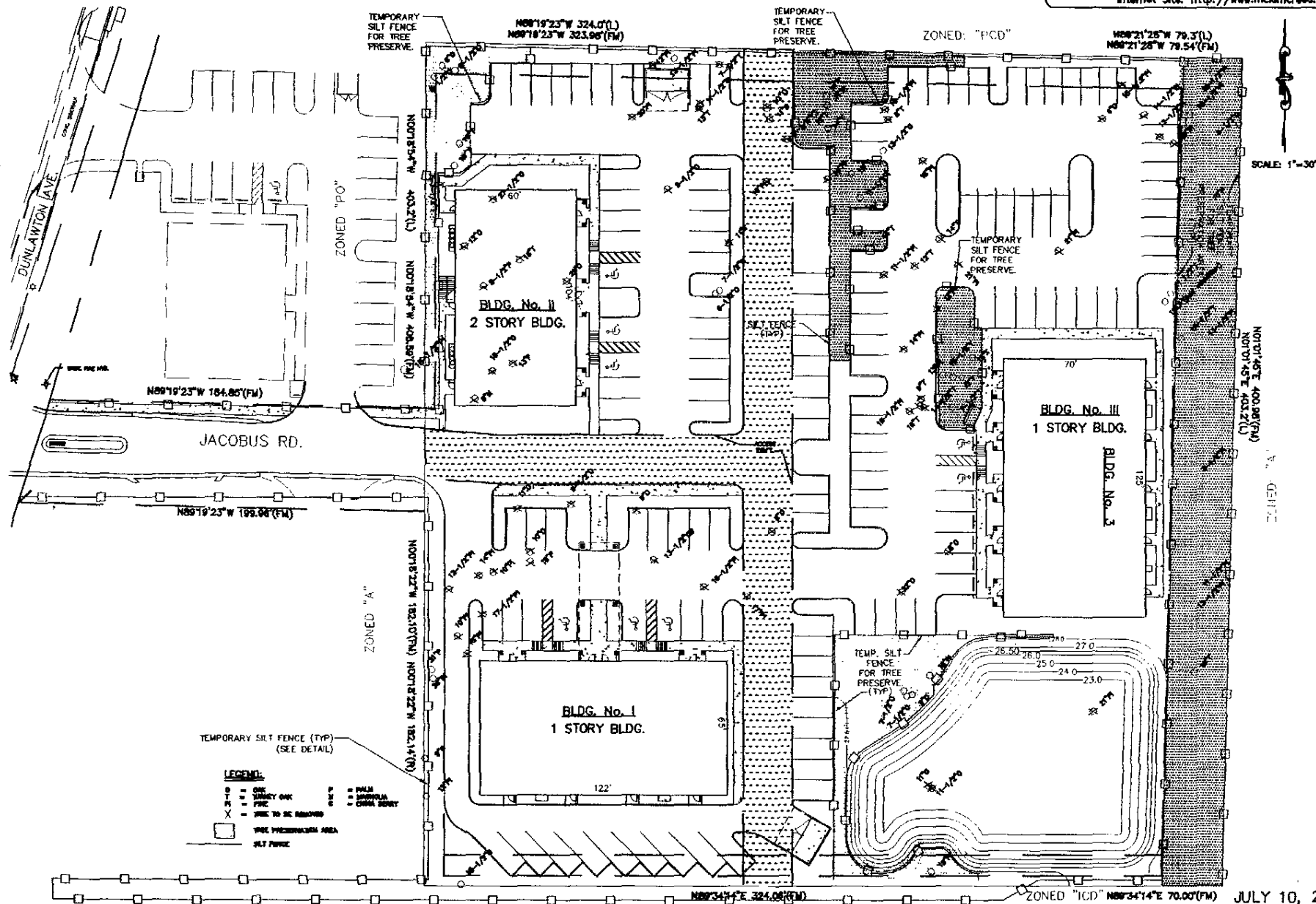


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JULY 10, 2003

DUNLAWTON CENTRE CONDOMINIUM

SHEET 8 OF 10

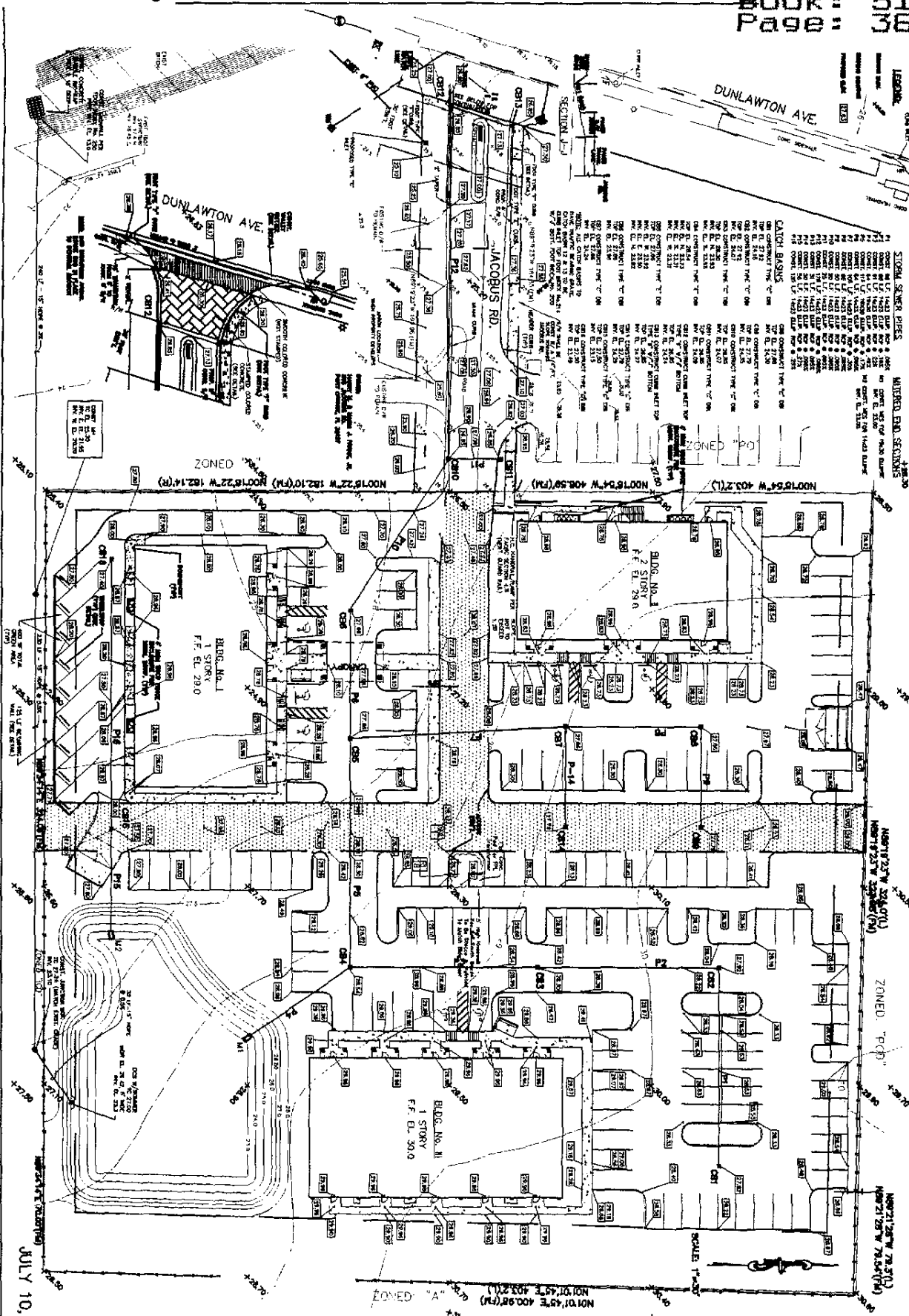
PLAT BOOK PAGE

A PORTION OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
ALL SITUATED IN VOLUSIA COUNTY, FLORIDA



1901 Mason Avenue, Suite 102
Phone: (386) 274-2028 Fax: (386) 274-1303
Orlando Beach, Florida 32117-5105
LB #2866

Internet Site: <http://www.mckimandcreed.com>



JULY 10, 2003

DUNLAWTON CENTRE CONDOMINIUM

A PORTION OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN
MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
AND
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
ALL SITUATED IN VOLUSIA COUNTY, FLORIDA

SHEET 7 OF 10

PLAT BOOK

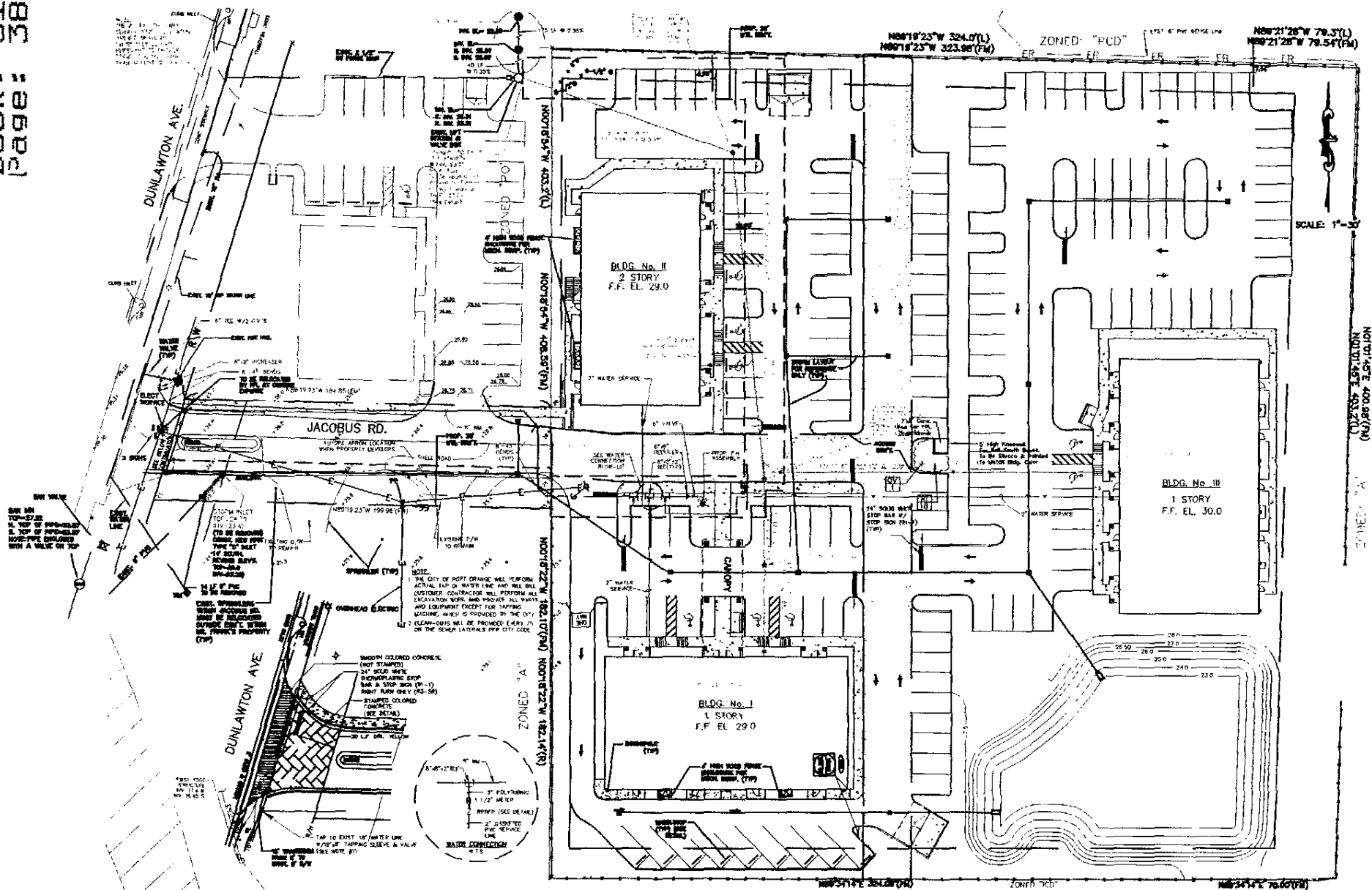
PAGE



MKIM & CREED

1901 Mason Avenue, Suite 102
Phone: (386) 274-2828, Fax: (386) 274-1303
Daytona Beach, Florida, 32117-5105
LB #8586

Internet Site: <http://www.mkimcreed.com>



JULY 10, 2003

DUNLAWTON CENTRE, A CONDOMINIUM

SCHEDULE A-4

SCHEDULE A-4 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

**SCHEDULE OF UNDIVIDED INTEREST AND PROPORTIONATE
SHARE OF COMMON EXPENSES, COMMON SURPLUS AND
COMMON ELEMENTS APPURTENANT TO EACH UNIT**

<u>BUILDING & SUITE NO.</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTERESTS AND PROPORTIONATE SHARE</u>
Building I, Suite 1	2015 Square Feet	7.2%
Building I, Suite 2	1950 Square Feet	7.0%
Building I, Suite 3	1950 Square Feet	7.0%
Building I, Suite 4	2015 Square Feet	7.2%
Building II, Suite 1	2840 Square Feet	10%
Building II, Suite 2	2760 Square Feet	9.8%
Building II, Suite 3	1250 Square Feet	4.5%
Building II, Suite 4	1380 Square Feet	5.0%
Building II, Suite 5	1590 Square Feet	5.8%
Building II, Suite 6	1380 Square Feet	5.0%
Building III, Suite 1	1750 Square Feet	6.3%
Building III, Suite 2	1750 Square Feet	6.3%
Building III, Suite 3	1750 Square Feet	6.3%
Building III, Suite 4	1750 Square Feet	6.3%
Building III, Suite 5	1750 Square Feet	6.3%
<hr/>		
TOTAL	27,880 Square Feet	100%
<hr/>		



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 3, 2003

CSC

The Articles of Incorporation for DUNLAWTON CENTRE, CONDOMINIUM ASSOCIATION, INC. were filed on July 3, 2003 and assigned document number N03000005676. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

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

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

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

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

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

Tim Burch, Document Specialist
New Filings Section

Letter Number: 403A00039997

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DUNLAWTON CENTRE, CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 3, 2003, as shown by the records of this office.

The document number of this corporation is N03000005676.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of July, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

FILED
2003 JUL -3 PM 2:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT B
TO DECLARATION OF CONDOMINIUM

**ARTICLES OF INCORPORATION
OF
DUNLAWTON CENTRE, CONDOMINIUM ASSOCIATION, INC.**

**(A Corporation not for profit under
the laws of the State of Florida)**

The undersigned hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.
NAME

The name of the corporation shall be Dunlawton Centre, Phase I, Condominium Association, Inc. For convenience the corporation shall be referred to in this instrument as the "Association."

ARTICLE 2.
PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity for the operation and management of Dunlawton Centre, a Condominium, located at 675 North Beach Street, Ormond Beach, FL 32174 (the "Condominium"), and to undertake the duties and acts incident to administration, management and operation of said Condominium.

2.2 The Association shall make no distributions of income to its members, directors or officers, being conducted as a non-profit organization for the benefit of its members.

ARTICLE 3.
POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act"), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

- a. To make and establish reasonable rules and regulations governing the use of the suites and the Common Elements of the Condominium.**
- b. To make and collect assessments against members of the Association as suite owners to defray the costs, expenses and losses of the Condominium.**
- c. To use the proceeds of assessments in the exercise of its powers and duties.**
- d. To maintain, repair, replace, operate and manage the property comprising the Condominium, including the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.**
- e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association.**
- f. To approve or disapprove the transfer, leasing, mortgaging and ownership of suites if such approval is required by the Declaration of Condominium and By-Laws.**
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the Condominium Property.**
- h. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the board of Directors or the membership of the Association.**
- i. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.**
- j. To employ personnel to perform the services required for proper operation of the Condominium.**
- k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of**

Condominium aforementioned.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE 4.
MEMBERS

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

4.1 The members of the Association shall consist of all of the record owners of suites in the Condominium. No other persons or entities shall be entitled to membership except as provided in Paragraph 4.5 of this Article 4. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the public records of Volusia County, Florida, a deed or other instrument establishing a record title to a suite in the Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting a member to vote and to use the Common Elements.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his suite. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote appurtenant to each Suite, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association.

4.5 Until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

ARTICLE 5.
PRINCIPAL OFFICE

The principal office of the Association shall be located at 675 North Beach Street, Ormond Beach, FL 32174, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 6.
DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of either three (3) or five (5) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

6.2 Directors of the Association shall be selected and designated at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

PAUL F. HOLUB, JR.

675 North Beach Street
Ormond Beach, FL 32174

PENNY K. EVERY

595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174

JEFFREY C. SWEET

595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174

6.4 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE 7.
OFFICERS

The affairs of the Association shall be administered by the officers who shall be appointed by and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME TITLE

ADDRESS

PAUL F. HOLUB, JR.
President

675 North Beach Street
Ormond Beach, FL 32174

PENNY K. EVERY
Secretary/Treasurer

595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174

ARTICLE 8.
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association, to the extent the Association is insured, against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part of in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 9.
BY-LAWS

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

ARTICLE 10.
TERM

The effective date upon which this Association shall come unto existence shall be the date of subscription and acknowledgment of these Articles, and it shall exist perpetually thereafter unless dissolved according to law.

**ARTICLE 11.
AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or any owner of a suite in the Condominium whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than seven (7) not more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be assumed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of two thirds (2/3) of the members of the Association in order for such amendment or amendments to become effective.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Volusia County, Florida, promptly after the same are so registered.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 In the alternative, an amendment may be made by an agreement executed by all the record owners of all suites with the formality required for a deed.

11.5 No Amendment shall make any changes in the qualification for membership, nor any change in Section 3.3 of Article 3 hereof, without approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act of the Declaration of Condominium. No amendment shall make any change in the voting rights of members unless the members whose rights are affected and the holders of mortgages encumbering their suites consent in writing to such change.

ARTICLE 12.
SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
PAUL F. HOLUB, JR.	675 North Beach Street Ormond Beach, FL 32174
PENNY K. EVERY	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174
JEFFREY C. SWEET	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174
JACK GUESS	1756 Mitchell Court Daytona Beach, FL 32124

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 15th
day of July, 2002

Signed, sealed and delivered in our presence:

Kathleen E. Phillips
(First Witness)

Kathleen E. Phillips
(Printed/typed name)

Charles H. Dillon
(Second Witness)

PAUL F. HOLUB, JR.

Penny K. Every
PENNY K. EVERY

CAROLYN A. DILLON
(Printed/typed name)

Jeffrey C. Sweet
JEFFREY C. SWEET

STATE OF FLORIDA
COUNTY OF VOLUSIA

The Foregoing instrument was acknowledged before me this 14 day of July, 2003 by PAUL F. HOLUB, JR., PENNY K. EVERY and JEFFREY C. SWEET who [] are personally known to me or [] have produced their driver's licenses as identification and who [] did [] did not take an oath.

Katherine E. Phillips
NOTARY PUBLIC

My Commission Expires:
SEAL:



Katherine E. Phillips
MY COMMISSION # CC998070 EXPIRES
January 31, 2005
*INDETHRU TROY FAIN INSURANCE, INC.

**CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, DUNLAWTON CENTRE Condominium Association, Inc., desiring to incorporate under the laws of the State of Florida hereby designates Paul F. Holub, Jr., 675 North Beach Street, Ormond Beach, FL 32174 as its Registered Agent and the street address of its office, respectively, for the service of process within the State of Florida

DUNLAWTON CENTRE, PHASE I,
CONDOMINIUM ASSOCIATION, INC.

By: Paul F. Holub, Jr.
PAUL F. HOLUB, JR.

ACCEPTANCE OF DESIGNATION

The undersigned hereby accepts the foregoing designation as Registered Agent of PAUL F. HOLUB, JR., for the service of process within the State of Florida.

Paul F. Holub, Jr.
PAUL F. HOLUB, JR.

EXHIBIT C
TO DECLARATION OF CONDOMINIUM
BY-LAWS
OF
DUNLAWTON CENTRE, CONDOMINIUM ASSOCIATION, INC.
A corporation not for profit under the Laws of the State of Florida

1. IDENTITY

These are the By-Laws of Dunlawton Centre, Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering Dunlawton Centre, a Condominium, (the "Condominium"), located at 1730 Dunlawton Avenue, Port Orange, FL 32127, pursuant to Chapter 718, Florida Statutes, (the "Condominium Act").

1.1 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida.

1.2 All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.3 The office of the Association shall be at 675 North Beach Street, Ormond Beach, FL 32174.

1.4 The fiscal year of the Association shall be the calendar year.

1.5 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At members' meetings, a quorum shall consist of members present in person or by

proxy entitled to cast a majority of the vote of the Association. Actions approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at 675 North Beach Street, Ormond Beach, FL 32174, or such other place as designated by the Board of Directors on the 1st Friday in February of each calendar year, or such other time as specified by all of the members of the Association in writing, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from any member of the Association.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting, and the post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote of the owners of a suite owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the suite and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of business at annual members' meetings and as far as practical at other

members' meetings shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

4. BOARD OF DIRECTORS

4.1 The Board of Directors may consist of three (3) or five (5) persons. The initial Board of Directors of the Association shall consist of three (3) persons. Directors need not be a member of the Association. By majority vote of the Suite Owners, the number of Directors may be changed to five (5) members.

4.2 Selection of directors shall be conducted in the following manner:

a. Each member of the Association shall vote for three (3) directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors. If the Board consists of five (5) members, each member shall vote for five (5) candidates.

b. The term of each Director's service will extend until the next annual meeting of the members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the members of the Association shall be filled by a majority vote of the remaining directors.

c. Directors may be recalled and replaced at any time by a majority vote of all suite owners.

4.3 The organizational meeting of a newly selected and designated Board of Directors shall be held within ten (10) days of their designation, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over said organizational meeting until the new officers are elected.

4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all

suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any member of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because of quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds os said assessments in the exercise of the powers and duties granted unto the Association;

b. To maintain, repair, replace, and operate the Condominium Property.

c. To purchase insurance upon the common elements and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors.

d. To reconstruct improvements after casualty.

e. To make and amend regulations governing the use of the property, real and personal, in the condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

f. To approve or disapprove proposed purchasers or tenants of suites if so specified in the Declaration of Condominium;

g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

h. To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

i. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.

j. To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual suites, and to assess the same against the members and their respective suites;

k. To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate suites; and

l. To employ personnel for reasonable compensation to perform the services the services required for proper administration of the purposes of the Association.

4.10 Fees. No fee shall be paid for service as a Director of the Association.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any Directors meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, an Assistant Secretary, or the Vice President. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the officer of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

6.3 Budget. The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed

to the suite owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

6.4 Assessments. Assessments against the suite owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount required from each suite owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgement of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

Anything herein above to the contrary notwithstanding the Directors may, without prior notice to suite owners, levy emergency assessments to meet expenditures which in the judgement of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.5 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.6 Records. The records of the Association shall be open to inspection by suite owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to suite owners or their authorized representatives.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS

Except as elsewhere provided; these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the, Association or by the owner of any suite in the Condominium, whether meeting as members or by instrument in writing signed by them.

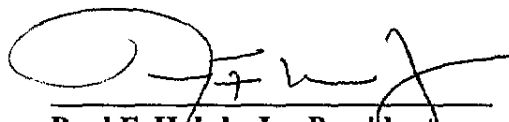
8.2 upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days of later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

8.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the members of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

8.5 These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all suites in Condominium. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing were adopted as the By-Laws of Dunlawton Avenue Centre, Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on July 29, 2002.



Paul F. Holub, Jr., President

SCHEDULE D-1 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-127-0529-ERP DATE ISSUED December 4, 1999

PROJECT NAME: DUNLAWTON CENTRE - PHASE I

A PERMIT AUTHORIZING:

Construction and operation of a surface water management system consisting of three office buildings and associated parking/driveway facilities, stormsewer conveyance system and one dry retention pond, for Dunlawton Centre. Construction of the proposed system involves no work in, on, or over wetlands or other surface waters.

LOCATION:

Section 17, Township 16 South, Range 33 East
Volusia County

ISSUED TO:
(owner)

HOLUB DEVELOPMENT CORP
ATTN: PAUL HOLUB JR
PO BOX 730086
ORMOND BEACH, FL 32173-0086

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee. This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 4, 1999

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 

(ASSISTANT SERVICE CENTER DIRECTOR - ORLANDO)
David Dewey

"EXHIBIT A"

HOLUB DEVELOPMENT CORP.

December 4, 1999

40-127-0529-ERP

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activities and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner, which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in Chapter 6 of the Florida Land Development Manual: A Guide To Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual Status

HOLUB DEVELOPMENT CORP.

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Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.

8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by Subsections 7.1.1. through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these Subsections of the Applicants Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As-Built Certification Form 40C-1.81(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. Statement of completion and certification shall be based on the on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be certified on the as-built drawings:
 - A. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;

HOLUB DEVELOPMENT CORP.

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- B. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 - C. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 - D. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directors and conveyance of runoff to the treatment system;
 - E. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 - F. Existing water elevations(s) and the date determined; and
 - G. Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition no. 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with Subsections 7.1.1. through 7.1.4 of the Applicants Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit become effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to Section 7.1 of the Applicants Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior to implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40C-4 or Chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages,

HOLUB DEVELOPMENT CORP.

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claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer or ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to the sale conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The operation and maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
24. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on November 15, 1999.

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429 Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District Headquarters in Palatka, Florida.
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code, and Section 40C-1.1007, Florida Administrative Code.
8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, FL 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).

10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.

CERTIFICATE OF SERVICE

I hereby certify that copy of the foregoing notice of rights has been sent by U.S. Mail to:

HOLUB DEVELOPMENT CORP
ATTN: PAUL HOLUB JR
PO BOX 730086
ORMOND BEACH FL 32173-0086

At 4:00 p.m. this 4TH day of December 1999

Shirley Brown
Permit Data Services
for Director, Gloria Jean Lewis

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(904) 329-4500

Permit Number: 40-127-0529-ERP

NOR.DOC.001
Revised 7/17/98

SCHEDULE D-2 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

UTILITY EASEMENT AGREEMENT

SEE LOCATION OF TEN (10) FOOT WIDE UTILITY EASEMENT ON
SHEET 3 OF 10 CONTAINED IN SCHEDULE A TO THE DECLARATION
OF CONDOMINIUM.

Return Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129-4144

A portion of Parcels Nos. 6317-03-00-0090
6317-03-00-0091

Space Reserved for Recording Data

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 28 day of July, 2003, by and between **PAUL F. HOLUB JR., individually; DUNLAWTON CENTRE, LLC.**, a Florida limited liability company; and **HENRY SCHREIBER, TRUSTEE**, of the Schreiber Family Land Trust dated 8/19/97; mailing address: Post Office Box 730086. Ormond Beach FL 32173-0086; collectively referred to as, "Grantor," and the **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, post office address: 1000 City Center Circle, Port Orange Florida 32129, in Volusia County, Florida, as "Grantee."

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantors, as their respective interests in the below-described property appear of record, hereby grant, sell, and convey unto the Grantee, its successors and assigns, an easement along, over and across real property more particularly described and graphically depicted on the attached **Exhibits A and B**, identified as Job No. 02604-002 prepared by David McMillan P.S.M., License No. 6378, of the surveying firm McKim and Crago, Inc. The real property described and depicted on the attached Exhibit being the, "Easement premises."

The Easement granted herein is for the purpose of creating a permanent utilities easement which includes one or more of the following: potable water and sanitary sewer line utility easement as reflected on the attached exhibits, for the perpetual right of access to enter upon the premises hereinabove described, to construct, operate, maintain and repair of underground lines and pipes through and under said land, together with the right to excavate and refill ditches and trenches for the placement of such pipes and lines within the described Easement premises.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon said lands and to construct and maintain public uses thereon, with all such fills, cuts, drains, pipelines, ditches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

Providing further that the Grantor shall not place any structure or tree on the described property and the City shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the premises herein above described and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on the day and year first above written.

Signed in the presence of:

Gina Ward
Printed Name: Gina Ward

Paul F. Holub, Jr.
Paul F. Holub, Jr., Individually

Debbie Gurnley
Printed Name: Debbie Gurnley

Date: 7-28-03

DUNLAWTON CENTRE, LLC
A Florida Limited Liability Company

Gina Ward
Printed Name: Gina Ward

Paul F. Holub, Jr.
Paul F. Holub, Jr., Manager

Debbie Gurnley
Printed Name: Debbie Gurnley

Date: 7-28-03

Gina Ward
Printed Name: Gina Ward

Henry Schreiber
Henry Schreiber, Trustee

Debbie Gurnley
Printed Name: Debbie Gurnley

Date: July 25-2003

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of July, 2003, by PAUL F. HOLUB, JR., Individually, and as a managing member of **DUNLAWTON CENTRE, LLC.**, a Florida Limited Liability Company; who executed the foregoing EASEMENT as the "Grantor," and who is: ☒ personally known to me, or ☐ has produced the following as identification _____

Gina Ward

Notary Public, State of Florida at Large

Printed name, commission and expiration.



Gina Ward
My Commission DD088862
Expires February 03, 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of July, 2003, by HENRY SCHREIBER, Trustee of the Schreiber Family Land Trust dated 8/19/97; who executed the foregoing EASEMENT as the "Grantor," and who is: ☒ personally known to me, or ☐ has produced the following as identification _____

Gina Ward

Notary Public, State of Florida at Large

Printed name, commission and expiration.



Gina Ward
My Commission DD088862
Expires February 03, 2006

PERMANENT UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 9, PLAT 2C CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE PINES AS RECORDED IN MAP BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

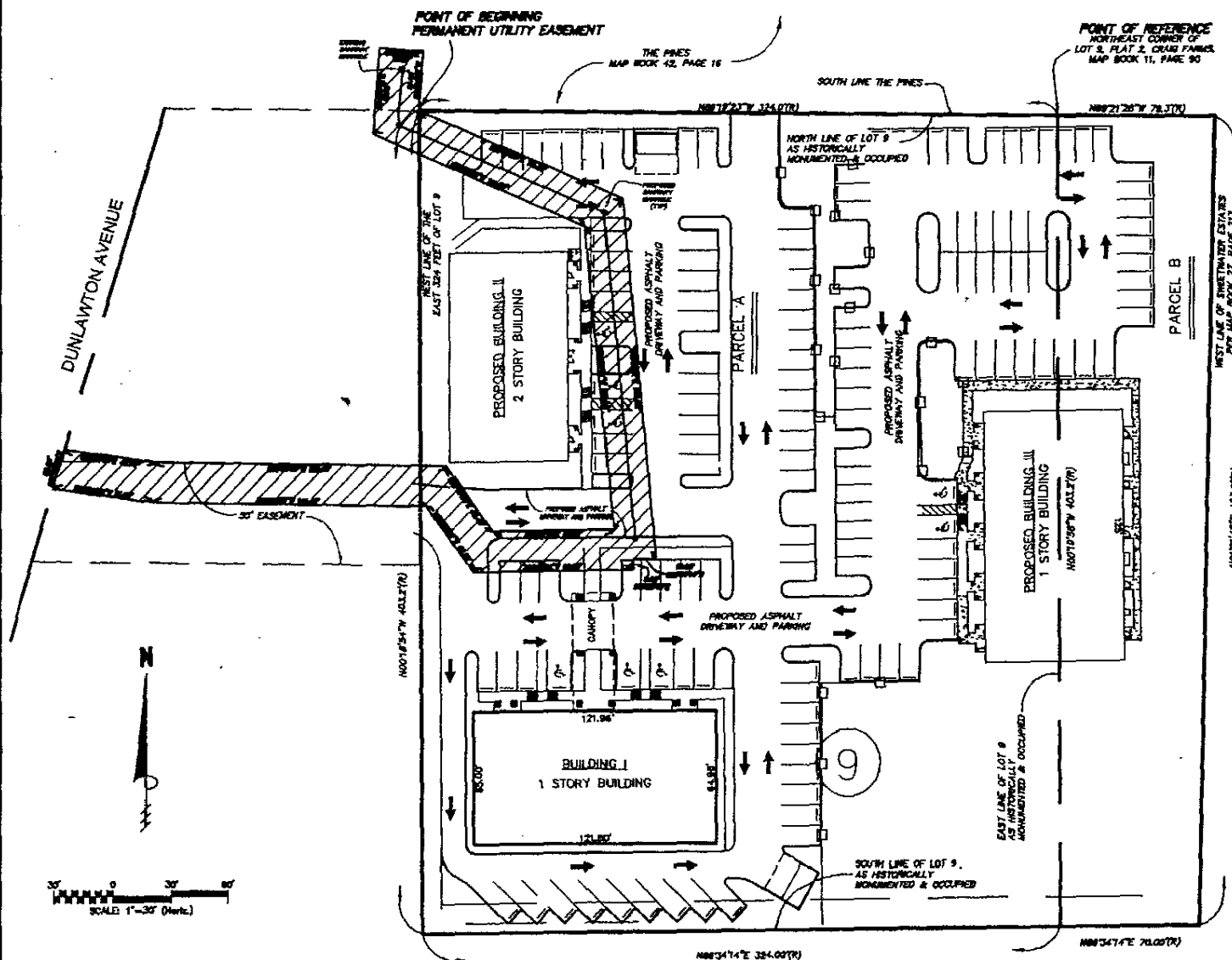
BEGIN AT THE INTERSECTION OF THE SOUTHERLY LINE OF AFORESAID "THE PINES" AND THE WESTERLY LINE OF THE EAST 324 FEET OF AFORESAID LOT 9, CRAIG FARMS, THENCE DEPARTING SAID INTERSECTION SOUTH 66 DEGREES 38 MINUTES 20 SECONDS EAST, 111.50 FEET; THENCE SOUTH 05 DEGREES 33 MINUTES 41 SECONDS EAST, 180.62 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 12.00 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST 5.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 14 SECONDS WEST, 80.00 FEET; THENCE NORTH 35 DEGREES 45 MINUTES 26 SECONDS WEST, 40.78 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 39 SECONDS WEST, 141.45 FEET; THENCE NORTH 82 DEGREES 00 MINUTES 20 SECONDS WEST, 51.00 FEET TO THE EASTERLY RIGHT OF WAY OF DUNLAWTON AVENUE A 80 FOOT RIGHT OF WAY AS OCCUPIED AND USED, THENCE ALONG SAID EASTRLY RIGHT OF WAY NORTH 16 DEGREES 35 MINUTES 08 SECONDS EAST, 20.23 FEET; THENCE DEPARTING SAID EASTRLY RIGHT OF WAY SOUTH 82 DEGREES 00 MINUTES 20 SECONDS EAST, 46.74 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 39 SECONDS EAST, 150.26 FEET; THENCE SOUTH 35 DEGREES 45 MINUTES 26 SECONDS WEST, 40.40 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 14 SECONDS EAST, 60.28 FEET; THENCE NORTH 05 DEGREES 33 MINUTES 41 SECONDS WEST, 152.03 FEET; THENCE NORTH 66 DEGREES 38 MINUTES 20 SECONDS WEST, 116.96 FEET; THENCE NORTH 04 DEGREES 14 MINUTES 42 SECONDS EAST, 43.19 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES 18 MINUTES EAST, 22.86 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 42 SECONDS WEST 29.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.29 ACRES MORE OR LESS.

PERMANENT UTILITY EASEMENT SKETCH OF LEGAL DESCRIPTION DUNLAWTON CENTRE CONDOMINIUM

PLAT BOOK PAGE


McKIM & CREED

 1901 Mason Avenue, Suite 102
 Phone: (386)274-2828, Fax: (386)274-1393
 Daytona Beach, Florida, 32117-5105
 LB #6566
Internet Site: <http://www.mckimcreed.com>
 NOTE: (R) REFERS TO RECORD DIMENSIONS AS THEY APPEAR WITHIN
 THE LEGAL DESCRIPTION AS FOUND ON PHILLIPS SURVEYING, INC.
 BOUNDARY SURVEY PROJECT NUMBER B356, DATED 7/16/98.

JULY 25, 2003

 Book: 5138
 Page: 3898

PERMANENT UTILITY EASEMENT
SKETCH OF LEGAL DESCRIPTION
DUNLAWTON CENTRE CONDOMINIUM

PLAT BOOK PAGE



McKIM & CREED

1901 Mason Avenue, Suite 102
Phone: (386)274-2828, Fax: (386)274-1303
Daytona Beach, Florida, 32117-5105
LB #5556

Internet Site: <http://www.mckimcreed.com>

PARENT TRACTS

LEGAL DESCRIPTION FURNISHED BY CLIENT:

PARCEL A: THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 760, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 50 FEET OF THE NORTHERLY 226.6 FEET OF SAID LOT 9.

PARCEL B: A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY ALONG A CONTINUATION OF THE NORTHERLY LINE OF LOT 9 A DISTANCE OF 79.3 FEET TO A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST; SAID POINT BEING IN THE WESTERLY LINE OF SWEETWATER ESTATES SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 213, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 403.2 FEET; THENCE WESTERLY A DISTANCE OF 70 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 OF PLAT 2, CRAIG FARMS SUBDIVISION A DISTANCE OF 403.2 FEET TO THE PLACE OF BEGINNING, EXCEPTING ANY PORTION LYING AND BEING IN OFFICIAL RECORDS BOOK 3055, PAGE 760, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PERMANENT UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF LOT 9, PLAT 2C CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE PINES AS RECORDED IN MAP BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY LINE OF AFORESAID "THE PINES" AND THE WESTERLY LINE OF THE EAST 324 FEET OF AFORESAID LOT 9, CRAIG FARMS. THENCE DEPARTING SAID INTERSECTION SOUTH 66 DEGREES 38 MINUTES 20 SECONDS EAST, 111.50 FEET; THENCE SOUTH 05 DEGREES 33 MINUTES 41 SECONDS EAST, 180.62 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 12.00 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST 5.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 14 SECONDS WEST, 80.00 FEET; THENCE NORTH 35 DEGREES 45 MINUTES 28 SECONDS WEST, 40.78 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 39 SECONDS WEST, 141.45 FEET; THENCE NORTH 82 DEGREES 00 MINUTES 20 SECONDS WEST, 51.00 FEET TO THE EASTERLY RIGHT OF WAY OF DUNLAWTON AVENUE A 80 FOOT RIGHT OF WAY AS OCCUPIED AND USED, THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 16 DEGREES 35 MINUTES 08 SECONDS EAST, 20.23 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY SOUTH 82 DEGREES 00 MINUTES 20 SECONDS EAST, 48.74 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 39 SECONDS EAST, 150.26 FEET; THENCE SOUTH 35 DEGREES 45 MINUTES 28 SECONDS WEST, 40.40 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 14 SECONDS EAST, 60.28 FEET; THENCE NORTH 05 DEGREES 33 MINUTES 41 SECONDS WEST, 152.03 FEET; THENCE NORTH 66 DEGREES 38 MINUTES 20 SECONDS WEST, 116.96 FEET; THENCE NORTH 04 DEGREES 14 MINUTES 42 SECONDS EAST, 43.19 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES 18 MINUTES EAST, 22.86 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 42 SECONDS WEST 29.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.29 ACRES MORE OR LESS.

JULY 25, 2003

BOOK : 5138
PAGE : 3899

Return Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129-4144

A portion of Parcel No. 6317-03-00-0091

Space Reserved for Recording Data

MEMORANDUM OF TRUST

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared HENRY SCHREIBER, who, after being first duly sworn, deposes and states as follows:

1. Affiant is Henry Schreiber, and has personal knowledge of all matters stated within this sworn statement entitled, "Memorandum of Trust."
2. This affidavit is being made for the purposes of establishing authority to convey easement interests in and to the following described real property located in Port Orange, Volusia County, Florida:

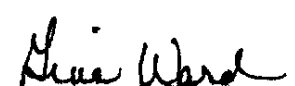
A portion of the northerly 201.6 feet of Lot 9, except the Easterly 324 feet thereof, Plat No. 2, Craig Farms, according to the map or plat thereof recorded in Map Book 11, page 90, Public Records of Volusia County, Florida.

3. Affiant is the trustee of the "Schreiber Family Land Trust dated August 19, 1997" (hereinafter the, "Trust Agreement"), and as the trustee is familiar with the terms and conditions of the Trust Agreement.
4. Affiant affirmatively states that the Trust Agreement referenced herein has not been revoked, amended, or modified as of the date of this affidavit.
5. Affiant, in his capacity as trustee of the Trust Agreement referenced above, has full power and authority to convey real property interests owned by the Schreiber Family Land Trust dated August 19, 1997.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


HENRY SCHREIBER

Sworn to and subscribed before me this 25 day of July, 2003, by HENRY SCHREIBER and who is: ☒ personally known to me, or ☐ has produced the following as identification


Notary Public, State of Florida at Large
Printed Name, Commission, Seal and expiration:



Gina Ward
My Commission DD088982
Expires February 03, 2006

SCHEDULE D-3 TO DECLARATION OF CONDOMINIUM
DUNLAWTON CENTRE, A CONDOMINIUM

MOSQUITO CONTROL DISTRICT EASEMENT

33377

847 433

D E E D

THIS DEED made this 29th day of April, 1966 by and between ROTLER CORP., Grantor, which term includes its successors and assigns, Party of the First Part, and EAST VOLUSIA MOSQUITO DRAINAGE DISTRICT, and its successors, Grantee, which term includes its successors, but not its grantees;

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, the Grantor hereby gives and grants unto the Grantee and its successors, so long as the same shall be used as and for the purposes of its creation, an easement along, under and across the following described land, lying and being in Volusia County, Florida, described in Schedule A hereto attached.

The Grantee is also granted the right of ingress and egress over the easement at all times for the purpose of repairing, renewing, maintaining or servicing said drainage canal and ditches; but Grantee shall not have the right to traverse Grantor's lands at any other places except with Grantor's express permission.

The Grantor reserves the right to enter on the easement lands and deepen the canals to such depth as it chooses, to install and remove bridges and culverts, but not to install culverts of such size as to prevent the reasonable flow of water through the canals for the purposes of the control of mosquitoes; to grant easements to others to use the waters in the easement areas; to take and use the waters for such agricultural or industrial uses as it chooses; to permit its employees and licensees to traverse the waters in the said canals and ditches by boat, or other conveyance, and to take from them the fish that may be therein; to diversify drain-

MS 847 vol 434

from Grantor's other lands into the said drainage system; to take and remove the minerals that may underlie said easement lands; and to do each and every other thing that it may lawfully do as to the easement lands. The enumeration herein of these specific reservations is not intended to limit Grantor's right to the full enjoyment of each and every legal right that it might have as to the easement lands.

The Grantee agrees to begin construction of its said drainage system in the lands of the Grantor on or before the first day of December, 1966, and to pursue the completion of its drainage project there with reasonable diligence; and to cooperate with the Grantor and with the Wild Life Authorities of Florida in the protection and preservation of the cattle, fish, birds and animals living in the lands traversed by the said canals and ditches; to use its best efforts to prevent fires in the lands adjoining said ditches, and to permit no persons never to cause fires to be built along the said easement lands; to permit no piles of brush to be accumulated on the easement lands, or to pile any brush or cover on the adjoining lands of the Grantor; (nothing herein is to prevent Grantee from covering brush on the easement lands with earth); to permit no persons to go on the lands except for ^{inspection,} construction and maintenance of said canals and ditches and to use same for control of mosquitoes and sand flies; at all times when requested to furnish Grantor the names and addresses of all persons permitted to go into the easement areas by the Grantee; and to advise Grantor of the purpose of the entrance thereof of the persons so designated; to use its best efforts to prevent the pollution of the waters in the said canals and ditches by the admitting into the canals and ditches of any deleterious matter never, but Grantee is not to use any chemicals or materials that will be harmful to cattle or wild life.

The Grantee grants to the Grantor the right and privilege to use all ditches and canals in the system, even though all of the

ME 847 H&H 435

shall may not be on the lands of the Grantor for the purpose of keeping the said drainage system in active use, this right to continue in the Grantor even though the Grantee shall have ceased its efforts in keeping the same in proper use; the right to use and grade and keep open as roads, the spoil banks along the sides of the said canals and ditches, and from time to time to take, use and remove or spread the spoil for such purposes as it chooses.

Grantor reserves the right to impound in the canals pools of water sufficient for maintaining water for livestock and for controlling fires during periods of drought.

Grantee agrees to furnish labor and to erect fences on Grantor's adjoining lands where the same shall have been broken or destroyed in the progress of digging the canals and laterals, the fences to be as nearly as possible to their present locations, and Grantee is to have the right to take such part as it may need for this purpose from adjoining lands of Grantor. And Grantee agrees herein that will it leave an unfenced area through which livestock might be able to wander from Grantor's lands. Grantor agrees to furnish any any necessary wire for the rebuilding of the fences.

The said canal is to be constructed in substantial compliance with the Map for Study of Drainage Area South as shown by Stopp, Inc.'s map of July 3, 1962, revised February 1, 1964, dated October 15, 1965. True copies of the said map are held one by Grantor and one by Grantee, each identified by the signature of the parties hereto shown on the reverse sides thereof, and being attached to a certain agreement of even date herewith concerning the construction of the bridges hereinafter mentioned.

Grantee agrees to construct during the progress of the work on the canals and ditches, or at any time within two years after the completion thereof, ^{one or} two ~~large~~ bridges or their cost to the Grantee not to exceed \$2585.00 at such

847 FILE 436

as Grantor shall direct, the same to be done only if requested by Grantor, and in conformity with the said other agreement.

Should the construction of said canals and ditches cause a flooding of any parts of the Grantor's lands, Grantee agrees to promptly deepen or widen the same to alleviate that condition and to keep the said canals and ditches free of obstructions which will cause flooding of Grantor's lands.

The parties agree that it is the obligation of Grantee to keep the canals and ditches in the right and agreed places; however, canals and ditches once established by the Grantee may not be changed even though not in the right and agreed places without the consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed these presents this the day and year first above written.

Signed, sealed and delivered
in presence of:

Pauline D. Hall
John D. Hall

Pauline D. Hall
John D. Hall

STATE OF MICHIGAN
COUNTY OF CASS

LOMAIR CORP.

By Pauline D. Hall
President

STATE OF MICHIGAN
COUNTY OF CASS

By Pauline D. Hall
Executive Director

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, one, personally appeared WILLIAM F. COLLINS, well known to me to be the President of LOMAIR CORP., and he acknowledged to me the same freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of April, 1966.

W. B. Dinkelsch
Notary Public

Notary Public, State of Michigan
My Commission Expires 7-1-67
Notary Public, State of Michigan

WE 847 rec 437

STATE OF FLORIDA
COUNTY OF ~~DADE~~ Wakulla

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take solemn oaths, personally appeared Phil J. Hunt, well known to me to be the ~~person~~ owner of ~~the~~ the ~~same~~ same ~~premises~~ premises in the foregoing deed, and that he acknowledged executing the same in the presence of the subscribing witnesses freely and voluntarily under authority duly vested in him by said Grantee.

Witness my hand and official seal in the County and State last aforesaid this 20th day of April, 1955.
AKY

Walter A. B. ...
Notary Public

Notary Public, State of Florida at Large
My Commission Expires July 2, 1967
Printed by Mrs. J. M. & Son, Inc.

No. 847 sub 438



Stepp, Inc.

Approved Surveys and Maps
Surveyors at Large
Daytona Beach, Florida

March 28, 1966

Revised April 4, 1966

Mr. Paul J. Hunt, Executive Director
East Volusia Mosquito Control District
P. O. Box 1855
Daytona Beach, Fla.

Dear Mr. Hunt:

In accordance with your request, and in consideration of your most recent conference with Miss R. Hogan on March 23, 1966, I have incorporated all changes, additions and deletions in the description of the Main Drainage Canal, including a separate segment thereof, and the laterals related to the Main Drainage Canal in the following final descriptions for the purpose of describing the easement for Mosquito Control Project 3-19 on the property of Rotales Corporation.

MAIN DRAINAGE CANAL

80
Description for the Main Drainage Canal easement 420 feet wide in T15 & 165, R32 & 33E, the center line of said easement being described as follows:

Beginning at a point in the East line of Section 18, T16S, R33E, said point being 1320 feet more or less South of the NE corner thereof; thence Northwesterly to a point being 420 feet west of the East line of said Section 18; thence northerly and parallel to and at a distance of 420 feet from the said east line for a distance of 860 feet more or less to the north line of Section 18, T16S, R33E; thence following the meandering natural drainage swale northwesterly in Section 7.

SCHEDULE A

PARALLEL TO

N 847 NW 439

T16S, R32E to its intersection with an existing ditch on the west line of the S 1/2 of the SE 1/4 of said Section 7, said point of intersection being 440 feet south of the NW corner of said S 1/2 of SE 1/4 of Section 7; thence westerly and southerly and being 440 feet southerly, ~~thence north and parallel to the north line of the SE 1/4 of said Section 7 to the north-south center line of said Section 7, said point being 440 feet south of the center of Section 7; thence following an arc having a radius of 440 feet to a point in the east-west center line of Section 7, said point being 440 feet west of the center of Section 7; thence north, along the east line of the NW 1/4 of said Section 7, to a point being 880 feet south of the north line thereof, said point also being 440 feet west of the said east line of the NW 1/4 of said Section 7; thence following an arc having a radius of 440 feet to a point being 440 feet south of the north line of Section 7, and 880 feet west of the east line of the NW 1/4 of said Section 7; thence west and parallel to the north line of said Section 7 and 440 feet southerly thereof to a point in the west line of Section 7, said point being also in the east line of Section 12, T16S, R32E, 440 feet south of the NE corner thereof; thence following an arc having a radius of 440 feet to a point being 440 feet west of the NE corner of Section 12, said point also being in the south line of Section 1, T16S, R32E; thence north and parallel to the east line of Section 1, T16S, R32E, and 440 feet westerly thereof to the north line thereof; thence north and parallel to the east line of Section 36, T15S, R32E, and 440 feet westerly thereof for a distance of 3500 feet more or less to an intersection with a natural drainage vale; thence north-westerly in said vale to a point which is 440 feet south of the north line of said Section 36, being 2150 feet more or less west from the east line of said Section 36; thence west and parallel to the north line of said Section 36 and 440 feet southerly thereof to the west line of said Section 36; thence continuing west along the said parallel line being 440 feet southerly of the north line of Section 36, T15S, R32E, for a distance of 1500 feet more or less to the terminus in a natural drainage vale.~~

The Grantor gives to the Grantee temporary access to a strip of land 40 feet wide adjoining the afore-described easement for the "Main Drainage Canal" for a period of time not to exceed 1 year following completion of construction of the main drainage canal, for the purpose of storing of debris and earth from land clearing and construction of the canal. The access to the strip of land shall be on one side of the easement only in any single straight stretch and the decision of which side will be accessible shall be left open to be made at the time construction begins.

REC 847 MAR 440

Description for a segment of the ^{Drainage} Main Canal ^{So} easement 120 feet wide in the SW 1/4 of Section 17, Township 16 South, Range 33 east, Volusia County, Florida;

All land within ⁴⁰ 40 feet each side, at right angles to the following described center-line:

From a reference point, being the NW corner of said SW 1/4 of Section 17; thence north 88° 09'30" east, along the northerly line thereof, a distance of 588.32 feet to a point therein and the POINT OF BEGINNING; thence run south 23° east, in said SW 1/4 of Section 17, a distance of 238.16 feet to the termination of the described center-line, being a point in the center-line of Herbert Street (Samsula Road), and being also a point in the center-line of a new bridge in said Herbert Street.

LATERAL NO. 1 (Deleted)

LATERAL NO. 2

An easement for drainage in Sections 35 and 36 and Section 26 T15S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, in the line between Sections 35 and 36 aforesaid, said point being ⁴⁰ 40 feet south of the SE corner of Section 26 aforesaid; thence all land within 30 feet east and west of the line between said Sections 35 and 36, extended to the north line thereof and/or the south line of Section 26; thence all land within 30 feet west and adjacent to the east line of said Section 26 extended north to the NE corner thereof, being a point in the south line of Samuel Williams Grant.

MCS 847 ~~1151~~ 441LATERAL NO. 3

An easement 60 feet wide for a drainage ditch the center-line of which is described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ⁴⁴²460 feet south of the south line of Section 35, or the north line of Section 36, T15S, R32E, being 2150 feet more or less west of the east line of said Section 36; running thence north and parallel to the east line of said Section 36 for a distance of ⁴⁴³460 feet to the north line thereof, being also the south line of Section 25 aforesaid; thence northerly in Section 25 and parallel to the east line thereof, 2440 feet plus or minus to a point in the east-west center-line of said Section 25, said east-west center-line being the southerly line of the City of Daytona Beach property.

LATERAL NO. 4 (Deleted)LATERAL NO. 2

An easement for drainage in Section 36, R32E and Section 31, R32E, both in T15S, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ⁴⁴⁰460 feet west of the east line of, and in the east-west center line of said Section 36; thence all land within 30 feet north and south of said center line of Section 36, extended easterly to the east line of Section 36; thence all land within 30 feet north and south of the east-west center line of Section 31, T15S, R32E, aforesaid extending from the west line of said Section 31 to the SE corner of the west 1/2 of

NLS 847 NW 142

the NW 1/4 of said Section 31; thence all land within 30 feet west of the east line of the west 1/2 of the NW 1/4 of Section 31 and extending to the NE corner of same; thence all land within 30 feet south of the north line of said west 1/2 of the NW 1/4 of Section 31, extending westerly to the NW corner thereof.

LATERAL NO. 6

An easement for drainage in Section 36, T15S, R32E, and in Section 31, T15S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ¹⁴⁴⁰460 feet west of the east line of and 1650 feet north of the south line of said Section 36; thence all land within 30 feet north and south of a line 1650 feet north of the said south line of Section 36, extended easterly to the east line thereof; thence all land within 30 feet north of and adjacent to a line 1650 feet north of the south line of Section 31, T15S, R32E, extended easterly 2300 feet more or less to high ground.

LATERAL NO. 7

An easement for drainage in Section 1, T16S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ¹⁴⁴⁰460 feet west of the east line of and 825 feet south of the north line of said Section 1; thence all land within 30 feet north and south of a line 825 feet south of the north line of Section 1, and extended easterly to the section line thereof.

REELS 847 PAGE 443

LATERAL NO. 8

An easement for drainage in Section 1, T16S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ¹¹⁴⁵460 feet west of the east line of and 1650 feet south of the north line of said Section 1; thence all land within 30 feet north and south of a line 1650 feet south of said north line of Section 1, extended easterly to the section line thereof.

LATERAL NO. 9

An easement for drainage in Section 1, T16S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ¹¹⁴⁰460 feet west of the east line of and in the east-west center line of said Section 1; thence all land within 30 feet north and south of the said center line extended easterly to the section line thereof.

LATERAL NO. 10

An easement for drainage in Section 1, T16S, R32E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ¹¹⁴⁰460 feet west of the east line of and in the north line of the south 1/4 of said Section 1; thence all land within 30 feet north and south of the said north line of the south 1/4 of Section 1, extended easterly to the section line thereof.

RLE 817 PAGE 444

LATERAL NO. 11

An easement for drainage in Section 7, T16S, R33E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ⁴¹¹⁰460 feet west of the said north-south center line of and 990 feet south of the north line of said Section 7; thence all land within 30 feet north and south of a line 990 feet south of the said north line of Section 7, extended easterly to the north-south center line of Section 7, aforesaid.

LATERAL NO. 12

An easement for drainage in Section 7, T16S, R33E, described as follows:

Beginning at a point in the "Main Drainage Canal", so called, said point being ⁴¹¹³460 feet south of the east-west center line of and in the west line of the east 1/2 of the SE 1/4 of Section 7; thence all land within 30 feet east and west of the said west line of the east 1/2 of the SE 1/4, extended north to the said east-west center line of Section 7.

Vernon C. Stepp
Vernon C. Stepp
Registered Surveyor No. 669

FILED 29 JUN 1978
A.D. 1978
AND COUNTY
BOOK 5138 PAGE 444
BY *[Signature]*
CLERK

SCHEDULE D-4 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

RESERVATIONS PER DEED

BOOK: 442
PAGE: 269
DATE: May 14, 1951
FILED: May 28, 1951
TRUSTEES' DEED
\$1.00 & Val.

Mary Kurtz Rosenwald, Peter I. B. Lavan and Arved Kurtz, Trustees under Trust Agreement dated August 30, 1941 recorded in Deed Book 299, page 181, (said Trust Agreement being the Trust Agreement attached to a certain Deed dated Sept. 5, 1942 from Paco Land Company to Mary Kurtz Rosenwald and Peter I. B. Lavan, Trustees, recorded in Deed Book 299, page 177 of said public records) as heretofore amended by Amendment to Trust Agreement dated Dec. 8, 1943, and recorded in Deed Book 324, page 89; as further amended by Amendment to Trust Agreement dated Nov. 7, 1944 and recorded in Deed Book 324, page 99 of said records, the said Arved Kurtz having been designated a Trustee by Appointment dated Sept. 2, 1950 and recorded in Deed Book 428, page 418 of said records,

-to-

Fairview Corporation, a corp.

CONVEYS:

The following portions of Township 16 South, Range 31 East:

- (a) All that part of the Southeast quarter of the Southeast quarter of Section 1, which lies Southeast of the Old DeLand-Daytona Road.
- (b) All that part of Section 12 lying Southeast of the Old DeLand-Daytona Road in the North half of the Northeast quarter and the Southwest quarter of the Northeast quarter and the Southeast quarter and the West half thereof.
- (c) All of Section 13.
- (d) The Northeast quarter of the Southwest quarter, and the South half of the Southwest quarter, and the Southeast quarter and the North half of Section 24.
- (e) All of Section 25.
- (f) All of Section 36.

2. The following portions of Township 15 South, Range 32 East.

- (a) All that part of Section 26 lying South of the Old DeLand-Daytona Road, except Block 6 and Lots 1 to 7 inclusive, and Lots 13 to 19 inclusive, of

Cont'd

Block 16, Unit 1 of Daytona Park Subdivision according to plat thereof recorded in the public records of Volusia County, Florida, in Map Book 10, page 27.

(b) All that part of Section 27 which is described as follows: Beginning at the Southeast corner of said Section, running thence West along the south line of the Section, 1275 feet, thence Northerly, parallel with the East line of said Section, 1280.04 feet to the Old DeLand-Daytona Road; running thence Northeasterly along said road to the east line of said Section; thence southerly, along the east line of the section to the point of beginning.

(c) All that part of Section 33 lying South of the Old DeLand-Daytona Road (Old U.S. Highway 92) except the following portion thereof: Commencing at the point of intersection of the East line of said Section 33 with the Southerly right-of-way boundary of said Old DeLand-Daytona Road (Old U.S. Highway 92) (which point is marked by a permanent reference monument No. 15 as shown on the plat of Daytona Park Unit No. 1, as recorded in Plat Book 10, page 29 of the public records of Volusia County, Florida); and run thence South along the Easterly line of said Section 33, a distance of 1446.98 feet, more or less, to the Southeast corner of the NE $\frac{1}{4}$ of said Section 33, (which point is marked by a permanent reference monument No. 16 as shown on the plat of Daytona Park, Unit No. 1, as recorded in Plat Book 10, page 29 of the public records of Volusia County, Florida); run thence West at right angles 591 feet to a point; thence North parallel with the East line of said Section 33 a distance of 1,000 feet, more or less, to the Southerly right-of-way boundary of said Old DeLand-Daytona Road (Old U.S. Highway 92); run thence northeasterly along the southerly boundary of said road to the point of beginning.

(d) All of Section 34 lying South of the Old DeLand-Daytona Road and West of Tomoka Drive, except the following portions thereof:

(1) Beginning at a point at the intersection of the West line of said Section 34 with the Southerly right-of-way line of the New Daytona Beach-DeLand Road; thence south along the west line of Section 34 a distance of 1860 feet to a point; thence East at right angles to said West line of said Section 34 a distance of 239 feet; thence North parallel with the west line of said Section 34 a distance of 2029.7 feet, more or less, to the Southerly line of the right-of-way of said Road; thence Southwesterly along the Southerly line of said Road to the point of beginning.

(2) Beginning at a point on the West boundary line of Tomoka Drive, 2339 feet Southerly from the center line of the Daytona Beach-DeLand Road; run thence Westerly 1000 feet, more or less, to the East side of Tomoka Creek; thence Northerly along said Easterly side of Tomoka Creek, 1927.91 feet to the Southerly line of said Daytona Beach-DeLand Road; thence Northeasterly along said Southerly line of said Road to North Boundary line of Section 34; thence Easterly along said boundary line of said Section 34 to the West boundary line of Tomoka Drive; thence Southerly along said Westerly line of Tomoka Drive to the point of beginning.

(e) All of Section 35 except the West 15,866 chains thereof.

(f) All of Section 36.

(3)
-continued-

The following portions of Township 16 South, Range 32 East.

- (a) All of Section 1.
- (b) All of Section 3, except that part thereof lying East of Tomoka R as now established.
- (c) The S $\frac{1}{2}$ of Section 4.
- (d) All that part of Section 5 lying Southeast of New U.S. Highway 92 New Deland-Daytona Highway.
- (e) All of Section 8.
- (f) All of Section 9.
- (g) All of Section 10.
- (h) All of Section 11.
- (i) All of Section 12.
- (j) All of Section 13.
- (k) All of Section 14, except Lots 1 to 7 inclusive, and Lots 16, 17 and 18, of Block 3, and except Lots 1 to 7 and Lots 16, 17 and 18, Block 4 all of Craig Farms Plat 1, according to map recorded in the Public Records of Volusia County, Florida, in Map Book 11, page 89.
- (l) All of Section 15.
- (m) All of Section 16.
- (n) All of Section 17.
- (o) All of Section 18.
- (p) All of Section 19.
- (q) The W $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 20.
- (r) The E $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, and NE $\frac{1}{4}$ of NW $\frac{1}{4}$, and W $\frac{1}{2}$ of W and E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 21.
- (s) The W $\frac{1}{2}$ of section 22.
- (t) The NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$, except the S $\frac{1}{2}$ E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and except 8.49 acres in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ described in deed recorded in Deed Book 319, page 14 of the Public Records of Volusia County of Section 27.
- (u) The N $\frac{1}{2}$ of NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ and W $\frac{1}{2}$ of Section 28.
- (v) All of Section 29.
- (w) All of Section 30.
- (x) All of Section 31.
- (y) All of Section 32.
- (z) All of Section 33.
- (aa) The SE $\frac{1}{4}$ of NW $\frac{1}{4}$ except the North 8 chains of the West 4 chains thereof. The W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, except the North 8 chains of the East 8 chains thereof. SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$; and the SW $\frac{1}{4}$ of Section 34.

(4) The following portions of Township 17 South, Range 32 East:

- (a) All of Section 4.
- (b) The E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 8.
- (c) All of Section 10.

(5) The following portions of Township 15 South, Range 33 East:

- ✓(a) All of Lot 4; and also all of Lots 5 and 6, except the South 1650 ft thereof in Section 31.
- (b) All of fractional section 32.

(6) The following portions of Township 16 South, Range 33 East.

- (a) The W $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 7.
- (b) The NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 8.
- (c) The NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 17, except Lots 1 to 8 incl. and Lot 9, Craig Farms, Plat No. 2, according to map thereof recorded Map Book 11, page 90, Volusia County, Florida, Public Records; and exc that part of said Craig Farms lying within 25 feet East of the center canal, and except the canal and all of said Craig Farms lying West of canal.
- (d) The N $\frac{1}{2}$ of NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the SE $\frac{1}{4}$, and the W $\frac{1}{2}$ of Section 18.
- (e) The W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 19.
- (f) The NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21.

PART II

(1) The following portions of Township 16 South, Range 31 East.

- (a) All that part of Section 11 lying South of the southerly right-of-way boundary of U.S. Highway 92 (New Deland-Daytona Road) except the W $\frac{1}{2}$ of SW $\frac{1}{4}$.
- (b) All of Section 14.
- (c) All that part of Section 15 lying South of the southerly right-of-way boundary of U.S. Highway 92, except the NW $\frac{1}{4}$, and except those portions, Lots 3, 4, 5, 12, 13 and 14, lying East of the quarter section line, Bl. 57 of the City of Remados according to map thereof in Map Book 10, page of the Public Records of Volusia County, Florida.
- (d) All of Section 22.
- (e) All of Section 23.
- (f) All of Section 26.
- (g) All of Section 27.

PART III

The following portions of Township 16 South, Range 31 East.

- (a) All of the following lots or parts of lots in said subdivision of the City of Remados according to plat recorded in Plat Book 10, page 153, aforesaid, which lie south of the southerly right-of-way boundary of said U. S. Highway 92, said lots and blocks being:

<u>BLOCK</u>	<u>LOT</u>
39	Lots 7 to 22, incl; those parts of Lots 1 to 6 incl., South of U.S. Highway 92.
40	Lots 7 to 28 incl; those parts of Lots 1 to 6 incl., South of U. Highway 92.
45	Lots 7 to 36 incl; those parts of Lots 1 to 6 incl. South of U. Highway 92.
46	Lots 1 to 8 incl.
47	Lots 1 to 11 incl.
57	Lots 7 to 14 incl; those parts of Lots 3 to 6 incl., lying South of U. S. Highway 92.
61	Lots 13, 14, 15; and those parts of Lots 6 to 12 incl., and 16 17 South of U. S. Highway 92.
62	Lots 1 to 22 incl.; and those parts of Lots 23 to 31 incl., 34, 3

cont'd

<u>BLOCK</u>	<u>LOT</u>
62 cont'd 153 and 154	38 to 41, incl., South of U. S. Highway 92. All West of quarter section line (i.e., the parts of said blocks in the NW $\frac{1}{4}$ of Section 15)

(b) 62 Lots 32, 33, 36 and 37 South of U.S. Highway 92.

Together with all of the Grantors' right, title and interest in and to all platted streets, parks, parkways and other public areas lying within said subdivision in the NW $\frac{1}{4}$ of said Section 15, South of U. S. Highway

The above described lands contain in the aggregate 27012.25 acres, more or less.

The above described lands are conveyed by Grantors to Grantee, reserving, however, unto the Grantors and their successors and assigns, the following:

- (a) An undivided $\frac{1}{2}$ interest in all oil, gas and minerals lying on or under the lands above described, together with full rights of ingress and egress thereto;
- (b) $\frac{1}{2}$ of the royalties derived from all oil, gas or other minerals produced from said land.

Subject to the following:

1. Taxes for the year 1951, which are not yet due and payable.
2. All public roads and highways, easements, rights-of-way and licenses for roads, railroads, borrow pits, outfall and drainage ditches and public utilities over or across any portion of the above described lands whether shown by the public records of Volusia County, Florida, or by actual possession, occupancy, and use, if not recorded.
3. Any mineral rights or other reservations in favor of the State of Florida or the United States of America as shown in any Letters Patent or any deed of record affecting the lands above described.
4. A grazing lease to G. L. Baltzegar of Port Orange, Florida, dated September 22, 1947, for a period of 10 years, the obligations of the Grantors thereunder being specifically assumed by the Grantee.
5. Any matters that might be revealed by an accurate land survey.
6. All restrictive covenants of record affecting any of said lands.

Executed under seal, two witnesses to Peter I. B. Lavan and two to the other grantors.

Acknowledged 15 and 18 May 1951.

\$405.20 State stamps and \$446.05 U.S. stamps attached.

SCHEDULE D-5 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

CITY OF PORT ORANGE DEVELOPMENT ORDER

**CITY OF PORT ORANGE****DEPARTMENT OF COMMUNITY DEVELOPMENT**

1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32119 (904) 756-5250 FAX (904) 756-5267

DEVELOPMENT ORDERDEVELOPMENT TYPE/NAME: FINAL SITE PLAN/DUNLAWTON CENTREPROJECT NUMBER: 99-80000007PARCEL NUMBER: 6317-03-00-0091ADDRESS OR LEGAL DESCRIPTION: 1730 DUNLAWTON AVENUEDESCRIPTION OF DEVELOPMENT: Construction of a three (3) phase office/medical complex with associated parking and landscape improvements.ENGINEER OF RECORD: KIMBERLY BUCK/ALANN ENGINEERINGADDRESS: 232 SOUTH YONGE STREET, ORMOND BEACH, FLORIDA 32174DATE OF APPROVED PLAN: JANUARY 7, 2000

The City of Port Orange has approved the development plans described above, and issues this Development Order pursuant to Chapter 3, Section 4 of the Land Development Code.

This order is issued subject to the general conditions of the Land Development Code (reproduced on the reverse side of this document), and compliance with the requirements of all City Codes and Ordinances. This order does not relieve the applicant or the applicant's agents from any law, regulation, or requirement of any other government or agency. In addition, this Order is issued subject to any special conditions listed below or attached, and any documents listed below.

SPECIAL CONDITIONS ATTACHED: YES X NO

All Development Order conditions must be addressed on the plans submitted to be Approved for Construction.

Issuance of this Development Order entitles you to apply for site development and/or building permits. If permits have not been issued and construction on the above named development has not commenced, or, if the building construction has not been established by **MAY 3, 2001**, this Development Order shall expire, and a new Development Order must be secured by filing a new application in accordance with Chapter 3 of the Land Development Code.

Issued by: 

Donna J. Steinebach, Administrative Official

Date: May 3, 2000

DEVELOPMENT ORDER CONDITIONS

This Development Order is subject to the following general conditions of Section 4(b), Chapter 3, of the Port Orange Land Development Code.

1. The accuracy of the information provided in the development plans and associated documents. Inaccuracies that affect compliance with the Land Development Code or the soundness of engineering design, may be considered grounds for the voiding of a Development Order.
2. Copies of all required permits from federal, state, regional, and county agencies with jurisdiction over any portion of the proposed development shall be presented to the City prior to the issuance of development permits. The Administrative Official may issue limited permits for activities not related to outstanding agency permits unless there is a reason to believe that such permits may not be forthcoming, or may substantially deviate from the approved plans.
3. The clarification of discrepancies within the approved plans or associated documents. Where there are contradictions or discrepancies, the City may require their correction based on the requirements of the Land Development Code, as appropriate to the internal consistency of the documents.

SCHEDULE D-6 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

TREE CONSERVATION EASEMENT

TREE CONSERVATION EASEMENT

THIS TREE CONSERVATION EASEMENT is made this 25th day of April, 2001, by PAUL F. HOLUB, JR. and JACK GUESS, Post Office Box 730086, Ormond Beach, Florida 32173, ("Grantor"), in favor of the CITY OF PORT ORANGE, a Florida municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") or has obtained joinder and consent from all other such owners with respect to this Easement; and

WHEREAS, various trees located on the Property possess environmental value of great importance to the Grantor and to the people of Port Orange, Florida; and

WHEREAS, this Tree Conservation Easement is intended to comply with the aforementioned Code requirements.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this easement to assure that the trees located on the Property will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the environmental value of the Property;

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees further described in Exhibit "A" which may be damaged by any inconsistent activity or use;

(c) To enter upon and inspect the Property, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set for herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

4. **Reserved Rights.** Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. **Recordation.** Grantor shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. **No Limitation.** This Easement shall not be construed as a limitation on Grantor's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

9. **Successors.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

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

WITNESSES:

Karen Hayes
Lisa Ward

GRANTOR:

Paul F. Holub, Jr.
PAUL F. HOLUB, JR.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of April, 2001 by PAUL F. HOLUB, JR. who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as an identification and who did take an oath.

[seal]

Debbie Gormley
Notary Public, State of Florida
DEBORAH GORMLEY
COMMISSION # CC764418
EXPIRES OCT 08, 2002
BONDED THROUGH
ADVANTAGE NOTARY
NOTARY PUBLIC
STATE OF FLORIDA

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

WITNESSES:

GRANTOR:

Ken Huges
Gina Ward

Jack Guess
JACK GUESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

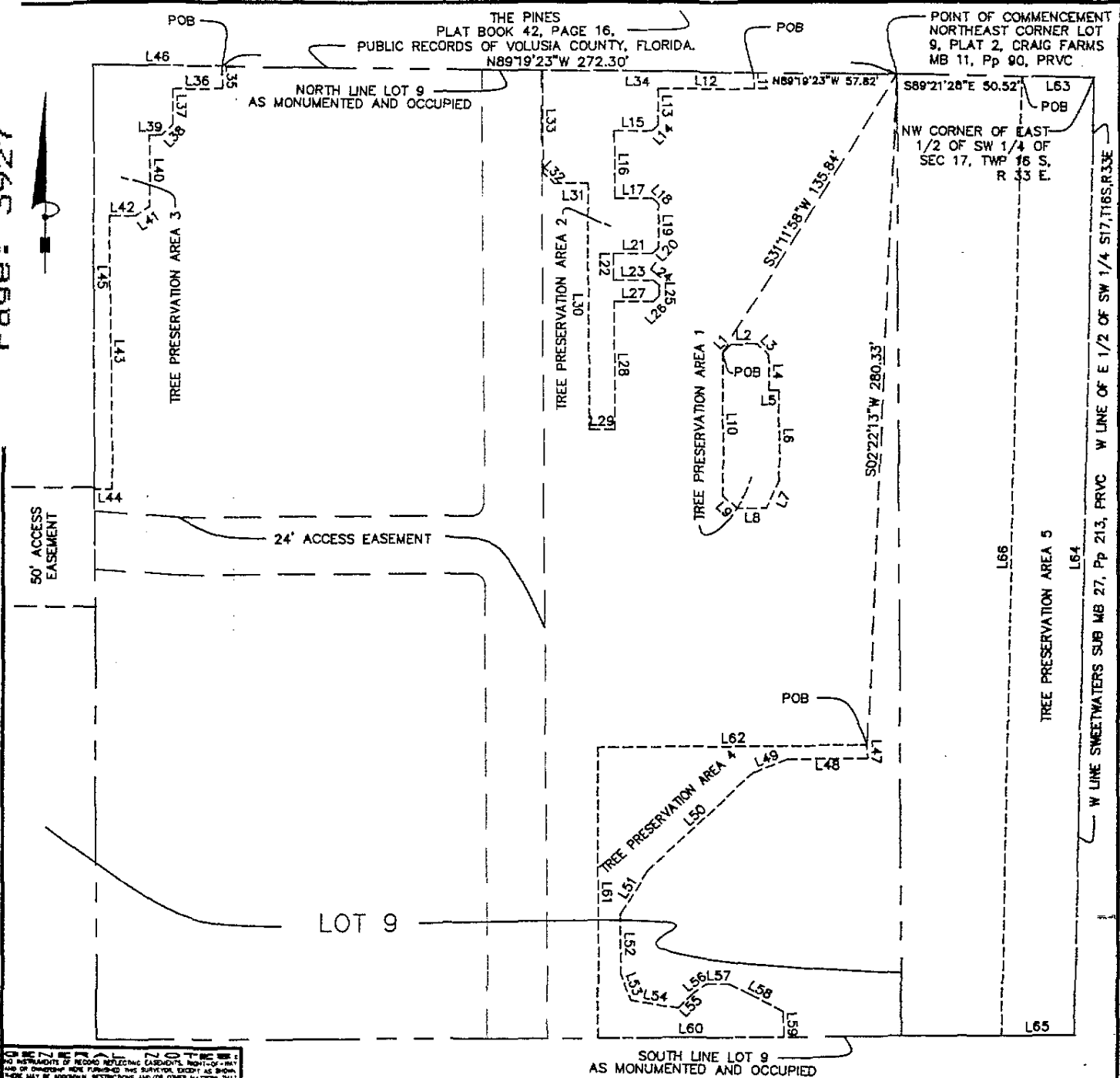
The foregoing instrument was acknowledged before me this 25th day of April, 2001 by JACK GUESS who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as an identification and who did take an oath.

[seal]

Debbie Gormley
Notary Public, State of Florida at Large



Book: 5138
Page: 3927



GENERAL NOTE: NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OTHERWISE NOW FURNISHING THE SURVEYOR, EXCEPT AS SHOWN HERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT NO SUCH MATTERS ARE LOCATED ON THE PROPERTY. IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR AND THAT WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, OTHER COMPENSATION OR REWARD, FURTHERMORE, THE SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM INADEQUATE OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LANDLORD OR OWNERS CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

PREPARED FOR:
CERTIFIED TO:

HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
RE-CERTIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/99	99643	-	JW	JW
SPECIFIC PURPOSE SURVEY					

ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pp 16

SURVEYORS' CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 18G17-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON. VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL.

CHARLES E. PURDEE, P.E.M. No. 5033

PROJECT NO. 99643
FIELD SURVEYED N.A.
SCALE 1" = 60'
SHEET 1 OF 4
FIELD BOOK - PAGE -
C:\JOBS\99643\99643.DWG
FILE #

LINE TABLES

AREA 1	DIRECTION	DISTANCE	AREA 4	DIRECTION	DISTANCE
L1	N44°34'14"E	4.95'	L47	S00°25'46"E	5.66'
L2	N89°34'14"E	10.50'	L48	S89°34'14"W	32.60'
L3	S45°25'46"E	6.36'	L49	S66°53'29"W	14.71'
L4	S00°25'46"E	15.00'	L50	S45°21'11"W	58.88'
L5	N89°34'14"E	4.00'	L51	S31°01'06"W	21.62'
L6	S00°25'46"E	37.90'	L52	S00°19'49"E	25.01'
L7	S24°30'08"W	12.41'	L53	S21°24'19"E	11.76'
L8	S89°34'14"W	11.77'	L54	S79°58'36"E	19.13'
L9	N45°25'46"W	7.78'	L55	N44°19'02"E	8.45'
L10	N00°25'46"W	59.66'	L56	N51°43'18"E	7.05'
AREA 2	DIRECTION	DISTANCE	L57	N89°34'14"E	9.03'
L11	S00°25'46"E	6.78'	L58	S61°35'29"E	24.44'
L12	S89°34'14"W	38.42'	L59	S00°25'46"E	10.57'
L13	S00°25'46"E	15.00'	L60	S89°34'14"W	74.05'
L14	S44°34'14"W	3.54'	L61	N00°07'21"W	121.95'
L15	S89°34'14"W	15.00'	L62	N89°21'47"E	108.11'
L16	S00°25'46"E	28.00'	AREA 5	DIRECTION	DISTANCE
L17	N89°34'14"E	15.00'	L63	S89°21'28"E	29.02'
L18	S45°25'46"E	3.54'	L64	S01°01'45"W	400.98'
L19	S00°25'46"E	18.00'	L65	S89°34'14"W	29.46'
L20	S44°34'14"W	3.54'	L66	N01°05'26"E	401.53'
L21	S89°34'14"W	15.50'			
L22	S00°25'46"E	11.00'			
L23	N89°34'14"E	15.50'			
L24	S51°46'11"E	3.20'			
L25	S00°25'46"E	4.50'			
L26	S44°34'14"W	3.54'			
L27	S89°34'14"W	15.50'			
L28	S00°25'46"E	53.54'			
L29	S89°34'14"W	10.00'			
L30	N00°25'46"W	103.07'			
L31	S89°34'14"W	13.50'			
L32	N45°25'46"W	6.36'			
L33	N00°25'46"W	42.88'			
L34	S89°19'23"E	84.44'			
AREA 3	DIRECTION	DISTANCE			
L35	S00°25'46"E	9.39'			
L36	S89°34'14"W	19.99'			
L37	S00°25'46"E	15.00'			
L38	S44°34'14"W	6.36'			
L39	S89°34'14"W	5.00'			
L40	S00°25'46"E	29.47'			
L41	S55°16'41"W	6.51'			
L42	S89°34'14"W	10.67'			
L43	S00°47'25"E	114.36'			
L44	S89°41'06"W	7.21'			
L45	N00°18'54"W	177.37'			
L46	S89°19'23"E	51.68'			

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR EASEMENTS WERE FURNISHED THE SURVEYOR EXCEPT AS SHOWN THERE MAY BE ADDITIONAL EASEMENTS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE TOWN SHOWN AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM. WHICH IS FORMULATED ON THE BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY. OTHER EASEMENTS OR EASEMENTS, FURTHERMORE, THE SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR INCOMPLETE INFORMATION FURNISHED BY THE OWNER, ADJACENT OR OTHERS' CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

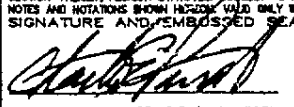
PREPARED FOR:
CERTIFIED TO:

HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1946
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)		SURVEYOR'S CERTIFICATE	PROJECT NO. 99643
BOUNDARY SURVEY							I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 61G17-4, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON. VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL.	FIELD SURVEYED N/A
FOUNDATION SURVEY								
FINAL SURVEY								
RECERTIFICATION SURVEY								
TOPOGRAPHIC SURVEY								
SKETCH OF DESCRIPTION	10/11/99	99643	-	JN	JN	54	 CHARLES E. PURDIE, P.S.M. No. 5833	SHEET 2 OF 4
SPECIFIC PURPOSE SURVEY								
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PHNS, P.B. 42, Pp 18								FIELD BOOK - PAGE -
								C:\JOBS\99643\99643.DWG
								FILE #

LEGAL DESCRIPTION TREE PRESERVATION AREA 1:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 31 DEGREES 11 MINUTES 58 SECONDS WEST, 135.84 FEET, TO THE POINT OF BEGINNING;
THENCE NORTH 44 DEGREES 34 MINUTES 14 SECONDS EAST, 4.95 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 10.50 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 46 SECONDS EAST, 6.36 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 4.00 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 37.90 FEET;
THENCE SOUTH 24 DEGREES 30 MINUTES 08 SECONDS WEST, 12.41 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 11.77 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 46 SECONDS WEST, 7.78 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 59.66 FEET;
TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 2:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST ALONG NORTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF "THE PINES" AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 57.82 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 6.78 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 38.42 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.00 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 28.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 15.00 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 46 SECONDS EAST, 3.54 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 18.00 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.50 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 11.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 15.50 FEET;
THENCE SOUTH 51 DEGREES 46 MINUTES 11 SECONDS EAST, 3.20 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 4.50 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.50 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 53.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 10.00 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 103.07 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 13.50 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 46 SECONDS WEST, 6.36 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 42.88 FEET,
TO SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES"
THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES" 84.44 FEET, TO THE POINT OF BEGINNING.

GENERAL NOTE: THIS SURVEY WAS MADE FROM A PHOTOGRAPHIC AERIAL PHOTOGRAPH. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEYS OR RECORDS THAT MAY BE AFFECTED BY THIS SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEYS OR RECORDS THAT MAY BE AFFECTED BY THIS SURVEY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEYS OR RECORDS THAT MAY BE AFFECTED BY THIS SURVEY.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
RECORDIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/99	99643	-	JK	JK
SPECIFIC PURPOSE SURVEY					

ELEVATIONS BASED ON PUBLISHED ELEVATION
BEARING STRUCTURE PER THE PINES, P.B. 42, PP 16

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 18G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL.

Charles E. Purdee
CHARLES E. PURDEE, P.S.M. No. 5933

PROJECT NO. 99643
FIELD SURVEYED N/A
SHEET 3 OF 4
FIELD BOOK - PAGE -
C:\JOBS\99643\99643.DWG
FILE #

LEGAL DESCRIPTION TREE PRESERVATION AREA 3:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST ALONG NORTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF "THE PINES" AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 272.30 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 9.39 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 19.99 FEET,
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET,
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 6.36 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 5.00 FEET,
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 29.47 FEET,
THENCE SOUTH 55 DEGREES 16 MINUTES 41 SECONDS WEST, 6.51 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 10.67 FEET,
THENCE SOUTH 00 DEGREES 47 MINUTES 25 SECONDS EAST, 114.36 FEET,
THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, 7.21 FEET,
THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, 177.37 FEET,
TO SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES"
THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES" 51.68 FEET, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 4:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 02 DEGREES 22 MINUTES 13 SECONDS WEST, 280.33 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 5.66 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 32.60 FEET;
THENCE SOUTH 66 DEGREES 53 MINUTES 29 SECONDS WEST, 14.71 FEET;
THENCE SOUTH 45 DEGREES 21 MINUTES 11 SECONDS WEST, 58.88 FEET;
THENCE SOUTH 31 DEGREES 01 MINUTES 08 SECONDS WEST, 21.62 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS EAST, 25.01 FEET;
THENCE SOUTH 21 DEGREES 24 MINUTES 19 SECONDS EAST, 11.76 FEET;
THENCE SOUTH 79 DEGREES 58 MINUTES 36 SECONDS EAST, 19.13 FEET;
THENCE NORTH 44 DEGREES 19 MINUTES 02 SECONDS EAST, 8.45 FEET;
THENCE NORTH 51 DEGREES 43 MINUTES 18 SECONDS EAST, 7.05 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 9.03 FEET;
THENCE SOUTH 61 DEGREES 35 MINUTES 29 SECONDS EAST, 24.44 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 10.57 FEET,
TO THE SOUTH LINE OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE 74.05 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 07 MINUTES 21 SECONDS WEST, 121.95 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 47 SECONDS EAST, 108.11 FEET; TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 5:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE SOUTH 89 DEGREES 21 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, PLAT 2, AS HISTORICALLY MONUMENTED AND OCCUPIED, 50.52 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89 DEGREES 21 MINUTES 28 SECONDS EAST, 29.02 FEET, TO THE WEST LINE OF "SWEETWATERS SUB" AS RECORDED IN MAP BOOK 27, PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF "SWEETWATERS SUB" AND THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 400.98 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 29.48 FEET; THENCE NORTH 01 DEGREES 05 MINUTES 28 SECONDS EAST, 401.53 FEET; TO SAID NORTH LINE OF LOT 9 AND THE POINT OF BEGINNING.

GENERAL NOTES:
NO INSTRUMENTS OF RECORD NOTICING (LARDNUTS, BOSTON, ETC.) AND NO DIMENSIONS WERE PROVIDED THE SURVEYOR, EXCEPT AS SHOWN, THERE MAY BE ADDITIONAL INSTRUMENTS AND FOR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE TERM DEFINED AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR AND PINN WHICH IS FORMULATED ON THE BEST KNOWLEDGE, INFORMATION AND BELIEF AND AS SUCH IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY. OTHER EXPRESSED OR IMPLIED WARRANTIES, THIS SURVEYOR AND PINN DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS INFORMATION FURNISHED BY THE OWNER, LOCAL OR DISTRICT CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
REIDENTIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/98	89643	-	JM	JM 5.11
SPECIFIC PURPOSE SURVEY					
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pp 16					

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 6107-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, VALID ONLY PIN SIGNATURE AND EMBOSSED SEAL.
Charles E. Purdee
CHARLES E. PURDEE, P.S.M. No. 5033

PROJECT NO. 89643
FIELD SURVEYED N/A
SHEET 4 OF 4
FIELD BOOK - PAGE -
C:\JOBS\89643\89643.DWG
FILE #

TREE CONSERVATION EASEMENT

THIS TREE CONSERVATION EASEMENT is made this 23rd day of July, 2003, by Dunlawton Centre LLC, Post Office Box 730086, Ormond Beach, Florida 32173, ("Grantor"), in favor of the CITY OF PORT ORANGE, a Florida municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") or has obtained joinder and consent from all other such owners with respect to this Easement; and

WHEREAS, various trees located on the Property possess environmental value of great importance to the Grantor and to the people of Port Orange, Florida; and

WHEREAS, this Tree Conservation Easement is intended to comply with the aforementioned Code requirements.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a tree conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. The purpose of this easement to assure that the tress located on the Property will be retained or replaced forever except as herein provided, in their existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the environmental value of the Property;
- (b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration or replacement of those trees further described in Exhibit "A" which may be damaged by any inconsistent activity or use;
- (c) To enter upon and inspect the Property, in a reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and
- (d) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set for herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

4. **Reserved Rights.** Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

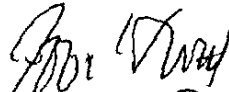
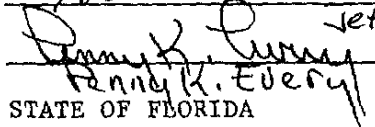
7. **Recordation.** Grantor shall record this instrument in a timely fashion in the Official Records of Volusia County, Florida, and may rerecord it any time as may be required to preserve its right in this Easement.

8. **No Limitation.** This Easement shall not be construed as a limitation on Grantor's enforcement authority. Grantor is estopped from asserting the invalidity of any code enforcement action based on the existence of this Easement.

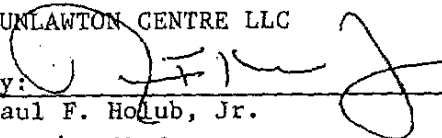
9. **Successors.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

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

WITNESSES:



STATE OF FLORIDA
COUNTY OF VOLUSIA

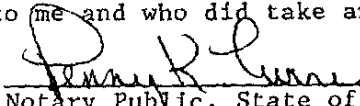
GRANTOR:
DUNLAWTON CENTRE LLC

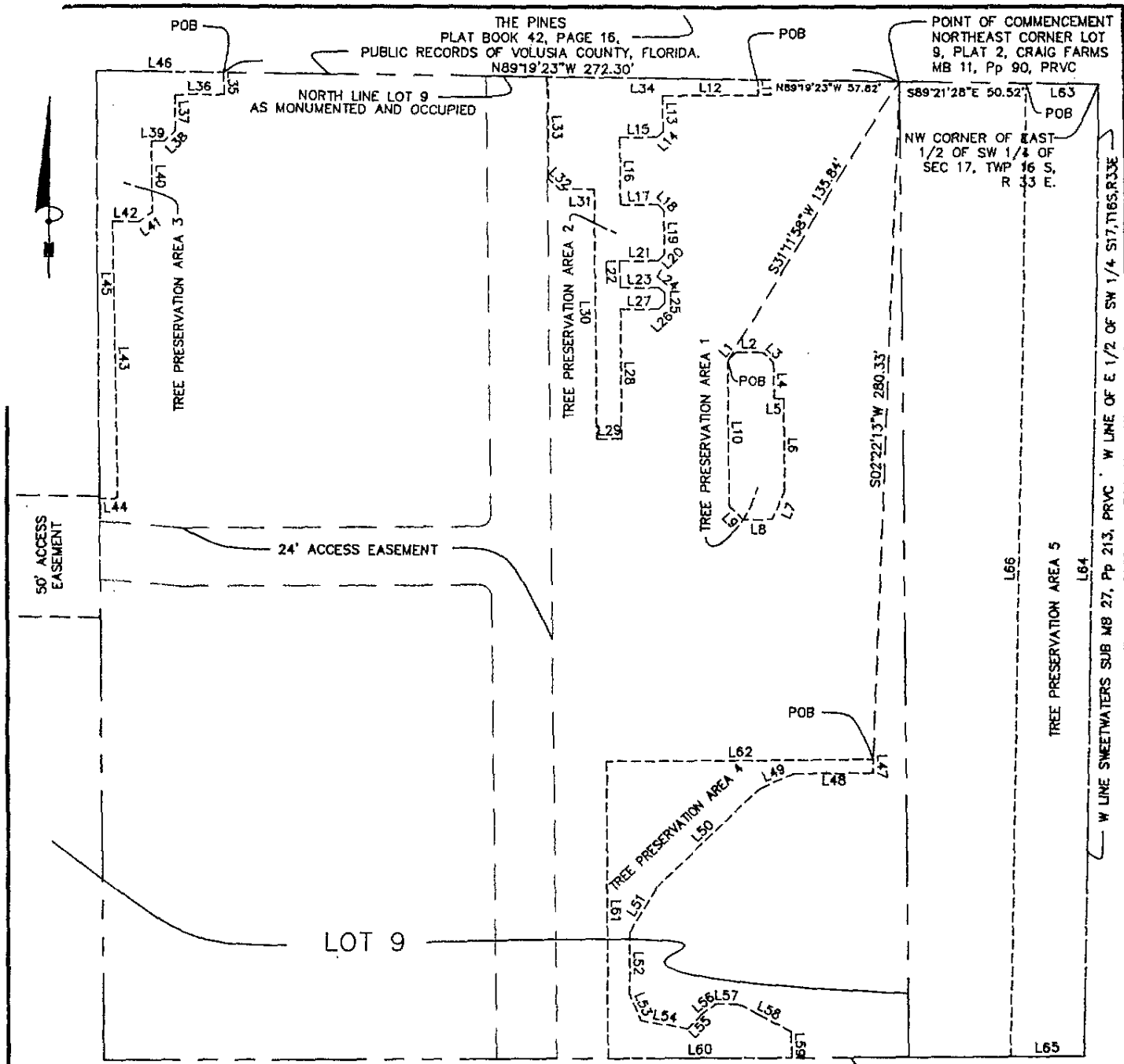
By: 
Paul F. Holub, Jr.
Managing Member

The foregoing instrument was acknowledged before me this 28th day of July, 2003 by Paul F. Holub, Jr. who is personally appeared before me at the time of notarization, and who is personally known to me and who did take an oath.



(seal)


Notary Public, State of Florida



GENERAL NOTES:
NO INSTRUMENTS OF RECORD INCLUDING EASEMENTS, RIGHT-OF-WAY AND OF OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN ON THE PLAN. THE DATA USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR AND FIRM WHICH IS FORMULATED ON THE BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, OTHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS OR INFORMATION FURNISHED BY THE OWNER, LEASEE, OR OTHERS' CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



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JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(G)	(DR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
RECERTIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/99	99643	-	JW	JW
SPECIFIC PURPOSE SURVEY					
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pp. 16					

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER REG. 181017-0, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO ALL NOTES AND NOTATIONS HEREON HEREON, I HAVE ONLY WITH SIGNATURE AND EMBOSSED SEAL.

Charles E. Purdce
CHARLES E. PURDCE, P.E.S.M. No. 9033

PROJECT NO. 99643
FIELD SURVEYED N.A.
SCALE 1" = 60'
SHEET 1 OF 4
FIELD BOOK - PAGE -
C:\JOBS\99643\99643.DWG
FILE #

LINE TABLES

AREA 1	DIRECTION	DISTANCE	AREA 4	DIRECTION	DISTANCE
L1	N44°34'14"E	4.95'	L47	S00°25'46"E	5.66'
L2	N89°34'14"E	10.50'	L48	S89°34'14"W	32.60'
L3	S45°25'46"E	6.36'	L49	S66°53'29"W	14.71'
L4	S00°25'46"E	15.00'	L50	S45°21'11"W	58.88'
L5	N89°34'14"E	4.00'	L51	S31°01'06"W	21.62'
L6	S00°25'46"E	37.90'	L52	S00°19'49"E	25.01'
L7	S24°30'08"W	12.41'	L53	S21°24'19"E	11.76'
L8	S89°34'14"W	11.77'	L54	S79°58'36"E	19.13'
L9	N45°25'46"W	7.78'	L55	N44°19'02"E	8.45'
L10	N00°25'46"W	59.66'	L56	N51°43'18"E	7.05'
AREA 2	DIRECTION	DISTANCE	L57	N89°34'14"E	9.03'
L11	S00°25'46"E	6.78'	L58	S61°35'29"E	24.44'
L12	S89°34'14"W	38.42'	L59	S00°25'46"E	10.57'
L13	S00°25'46"E	15.00'	L60	S89°34'14"W	74.05'
L14	S44°34'14"W	3.54'	L61	N00°07'21"W	121.95'
L15	S89°34'14"W	15.00'	L62	N89°21'47"E	108.11'
L16	S00°25'46"E	28.00'	AREA 5	DIRECTION	DISTANCE
L17	N89°34'14"E	15.00'	L63	S89°21'28"E	29.02'
L18	S45°25'46"E	3.54'	L64	S01°01'45"W	400.98'
L19	S00°25'46"E	18.00'	L65	S89°34'14"W	29.46'
L20	S44°34'14"W	3.54'	L66	N01°05'26"E	401.53'
L21	S89°34'14"W	15.50'			
L22	S00°25'46"E	11.00'			
L23	N89°34'14"E	15.50'			
L24	S51°46'11"E	3.20'			
L25	S00°25'46"E	4.50'			
L26	S44°34'14"W	3.54'			
L27	S89°34'14"W	15.50'			
L28	S00°25'46"E	53.54'			
L29	S89°34'14"W	10.00'			
L30	N00°25'46"W	103.07'			
L31	S89°34'14"W	13.50'			
L32	N45°25'46"W	6.36'			
L33	N00°25'46"W	42.88'			
L34	S89°19'23"E	84.44'			
AREA 3	DIRECTION	DISTANCE			
L35	S00°25'46"E	9.39'			
L36	S89°34'14"W	19.99'			
L37	S00°25'46"E	15.00'			
L38	S44°34'14"W	6.36'			
L39	S89°34'14"W	5.00'			
L40	S00°25'46"E	29.47'			
L41	S55°16'41"W	6.51'			
L42	S89°34'14"W	10.67'			
L43	S00°47'25"E	114.36'			
L44	S89°41'06"W	7.21'			
L45	N00°18'54"W	177.37'			
L46	S89°19'23"E	51.68'			

GENERAL NOTE:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND/OR EASEMENTS WERE FURNISHED THIS SURVEY, EXCEPT AS SHOWN HEREIN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE FORM CONTAINED AS USED IN THIS STATEMENT, IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THAT WHICH IS FORMULATED ON THE BEST AVAILABLE INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS OF INFORMATION FURNISHED BY THE OWNER, RECORD, OR OTHERS' CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
RE-CERTIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/99	99643	-	JW	JW 34
SPECIFIC PURPOSE SURVEY					
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pp 16					

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAN TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 61017-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL.
Charles E. Purdee
CHARLES E. PURDEE, P.S.M. No. 5933

PROJECT NO. 99643
FIELD SURVEYED N.A.
SHEET 2 OF 4
FIELD BOOK - PAGE -
C:\JOBS\99643\99643.DWG
FILE #

LEGAL DESCRIPTION TREE PRESERVATION AREA 1:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 31 DEGREES 11 MINUTES 58 SECONDS WEST, 135.84 FEET, TO THE POINT OF BEGINNING;
THENCE NORTH 44 DEGREES 34 MINUTES 14 SECONDS EAST, 4.95 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 10.50 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 46 SECONDS EAST, 6.36 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 4.00 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 37.90 FEET;
THENCE SOUTH 24 DEGREES 30 MINUTES 08 SECONDS WEST, 12.41 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 11.77 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 46 SECONDS WEST, 7.78 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 59.66 FEET;
TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 2:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST ALONG NORTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF "THE PINES" AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 57.82 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 6.78 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 38.42 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.00 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 28.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 15.00 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 46 SECONDS EAST, 3.54 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 18.00 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.50 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 11.00 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 15.50 FEET;
THENCE SOUTH 51 DEGREES 46 MINUTES 11 SECONDS EAST, 3.20 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 4.50 FEET;
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 3.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 15.50 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 53.54 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 10.00 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 103.07 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 13.50 FEET;
THENCE NORTH 45 DEGREES 25 MINUTES 46 SECONDS WEST, 6.36 FEET;
THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, 42.88 FEET;
TO SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES"
THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES" 84.44 FEET, TO THE POINT OF BEGINNING.

GENERAL NOTE:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN HEREIN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY AND UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE FORM CONTAINED AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THAT WHICH IS FORMULATED ON THE BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS OF INFORMATION FURNISHED BY THE OWNER, LANDLORD, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(OR)	SURVEYOR'S CERTIFICATE	PROJECT NO. 99643
BOUNDARY SURVEY						I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE USUAL TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULE 61017-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL.	FIELD SURVEYED N.A.
FOUNDATION SURVEY							
FINAL SURVEY							
REIDENTIFICATION SURVEY							
TOPOGRAPHIC SURVEY							
SKETCH OF DESCRIPTION	10/11/88	99643	-	JW	JW		SJH
SPECIFIC PURPOSE SURVEY							FIELD BOOK - PAGE -
ELEVATIONS BASED ON PUBLISHED ELEVATION						CHARLES E. PURDIE, P.S.M. No. 5933	C:\JOBS\99643\99643.DWG
BEARING STRUCTURE PER THE PINES, P.B. 42, Pg. 18							FILE #

LEGAL DESCRIPTION TREE PRESERVATION AREA 3:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS WEST ALONG NORTH LINE OF SAID LOT 9 AND THE SOUTH LINE OF "THE PINES" AS RECORDED IN PLAT BOOK 42, PAGE 16 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 272.30 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 9.39 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 19.99 FEET,
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 15.00 FEET,
THENCE SOUTH 44 DEGREES 34 MINUTES 14 SECONDS WEST, 6.36 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 5.00 FEET,
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 29.47 FEET,
THENCE SOUTH 55 DEGREES 16 MINUTES 41 SECONDS WEST, 6.51 FEET,
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 10.67 FEET,
THENCE SOUTH 00 DEGREES 47 MINUTES 25 SECONDS EAST, 114.36 FEET,
THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, 7.21 FEET,
THENCE NORTH 00 DEGREES 18 MINUTES 54 SECONDS WEST, 177.37 FEET,
TO SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES"
THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 9 AND SAID SOUTH LINE OF "THE PINES" 51.68 FEET, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 4:

A PORTION OF THE EASTERLY 324 FEET OF LOT 9, PLAT 2, CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 02 DEGREES 22 MINUTES 13 SECONDS WEST, 280.33 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 5.66 FEET;
THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 32.60 FEET;
THENCE SOUTH 66 DEGREES 53 MINUTES 29 SECONDS WEST, 14.71 FEET;
THENCE SOUTH 45 DEGREES 21 MINUTES 11 SECONDS WEST, 58.88 FEET;
THENCE SOUTH 31 DEGREES 01 MINUTES 06 SECONDS WEST, 21.62 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS EAST, 25.01 FEET;
THENCE SOUTH 21 DEGREES 24 MINUTES 19 SECONDS EAST, 11.76 FEET;
THENCE SOUTH 79 DEGREES 58 MINUTES 36 SECONDS EAST, 19.13 FEET;
THENCE NORTH 44 DEGREES 19 MINUTES 02 SECONDS EAST, 8.45 FEET;
THENCE NORTH 51 DEGREES 43 MINUTES 18 SECONDS EAST, 7.05 FEET;
THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, 9.03 FEET;
THENCE SOUTH 61 DEGREES 35 MINUTES 29 SECONDS EAST, 24.44 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, 10.57 FEET,
TO THE SOUTH LINE OF SAID LOT 9, AS HISTORICALLY MONUMENTED AND OCCUPIED; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE 74.05 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 07 MINUTES 21 SECONDS WEST, 121.95 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 47 SECONDS EAST, 108.11 FEET; TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TREE PRESERVATION AREA 5:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHEAST CORNER OF LOT 9, PLAT 2, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE SOUTH 89 DEGREES 21 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, PLAT 2, AS HISTORICALLY MONUMENTED AND OCCUPIED, 50.52 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89 DEGREES 21 MINUTES 28 SECONDS EAST, 29.02 FEET, TO THE WEST LINE OF "SWEETWATERS SUB" AS RECORDED IN MAP BOOK 27, PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF "SWEETWATERS SUB" AND THE WESTERLY LINE OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, 400.98 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, 29.46 FEET; THENCE NORTH 01 DEGREES 05 MINUTES 26 SECONDS EAST, 401.53 FEET; TO SAID NORTH LINE OF LOT 9 AND THE POINT OF BEGINNING.

GENERAL NOTES:
1. INSTRUMENTS OF RECORD REFLECTING EXISTING, RIGHT-OF-WAY AND OR DIMENSION HEREIN FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN THEREIN, ARE NOT TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS OR INADEQUATE INFORMATION FURNISHED BY THE OWNER, ENGINEER, OR OTHERS, CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT, INC.

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(DR)	SURVEYOR'S CERTIFICATE	PROJECT NO. 99643
BOUNDARY SURVEY						I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA AS FOR RULE 61G17-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL. CHARLES E. PURDEE, P.S.M. No. 5933	FIELD SURVEYED N.A.
FOUNDATION SURVEY							SHEET 4 OF 4
FINAL SURVEY							FIELD BOOK -- PAGE --
RECORDATION SURVEY							C:\JOBS\99643\99643.DWG
TOPOGRAPHIC SURVEY							FILE #
SKETCH OF DESCRIPTION	10/11/99	99643	-	JW	JW		
SPECIFIC PURPOSE SURVEY							
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pg 16							

SCHEDULE D-7 TO DECLARATION OF CONDOMINIUM

DUNLAWTON CENTRE, A CONDOMINIUM

CROSS ACCESS EASEMENT

RETURN TO:
CITY CLERK'S OFFICE
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32119

This Instrument Prepared By:
Holub Development Company
P.O. Box 730086
Ormond Beach, FL 32173

EASEMENT

THIS INDENTURE made this 23rd day of July, 2003, by and between
DUNLAWTON CENTRE LLC as Grantor, and the CITY OF PORT ORANGE,
a Florida municipality located in Volusia County, Florida, as Grantee.

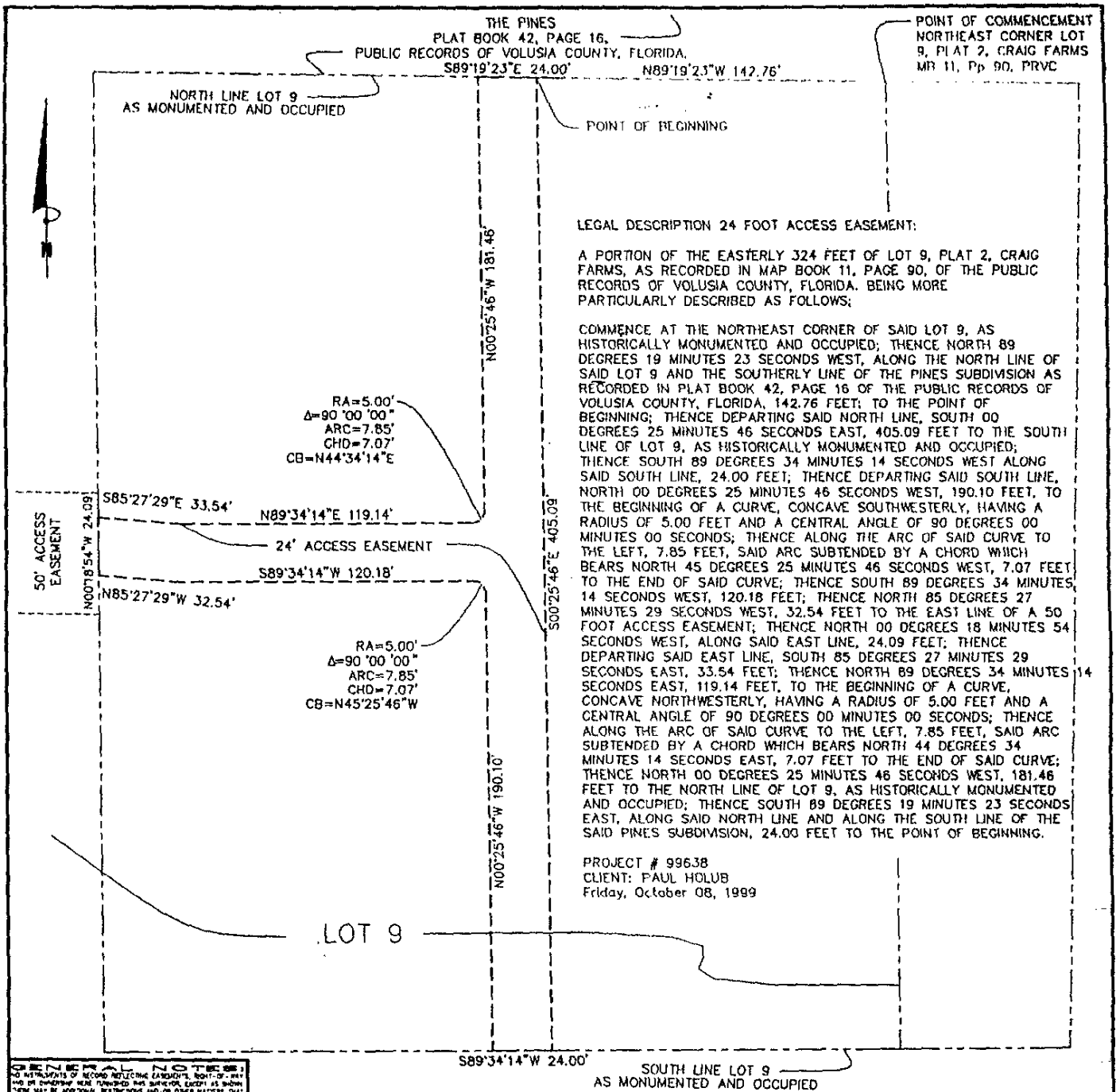
WITNESSETH

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, sells and conveys unto the Grantee, its successors and assigns, a permanent non-exclusive easement for the passage of vehicular and pedestrian traffic, together with attendant customary uses, along, under, over and across certain real property located in Volusia County, Florida, more particularly described in Exhibit A, attached hereto and made a part hereof.

The Easement granted herein is to provide public access, ingress and egress over, upon and within the above described non-exclusive Easement to the adjoining lands of the Grantor for the purpose of allowing pedestrian and vehicular access.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the premises described herein and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.



GENERAL NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, OR OTHER INTERESTS HAVE BEEN LOCATED OR IDENTIFIED AS SHOWN HEREIN.
2. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY AND UNDERGROUND INSTALLATIONS.
3. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
4. THE SURVEY CERTIFIED IS USED IN FULL COMPLIANCE OF THE PROFESSIONAL OPINION OF THE SURVEYOR AND FIRM WHICH IS FURNISHED TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, AND IS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, FURTHERMORE, ANY SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRORS OR OMISSIONS OF INFORMATION FURNISHED BY THE OWNER, ENGINEER OR OTHERS OR FOR ACTIONS OF OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

PREPARED FOR:
CERTIFIED TO:
HOLUB DEVELOPMENT

PREPARED BY
PHILLIPS SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS



834 CARSWELL AVENUE
HOLLY HILL, FLORIDA 32117
904-255-1095
SERVING VOLUSIA AND FLAGLER COUNTY SINCE 1945
JAMES E. PHILLIPS, PRESIDENT

TYPE OF SURVEY	DATE	JOB#	PC	(C)	(OR)
BOUNDARY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					
REIDENTIFICATION SURVEY					
TOPOGRAPHIC SURVEY					
SKETCH OF DESCRIPTION	10/11/99	99638	-	JW	JW
SPECIFIC PURPOSE SURVEY					
ELEVATIONS BASED ON PUBLISHED ELEVATION BEARING STRUCTURE PER THE PINES, P.B. 42, Pg 18					

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TO BE A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA STATUTES FOR SURVEYING IN THE STATE OF FLORIDA AS PER RULES 61C17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 477.327, FLORIDA STATUTES, SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON, AND ONLY WITH SIGNATURE AND EMBOSSED SEAL.

Charles E. Purdee
CHARLES E. PURDEE, P.S.M., No. 5635

PROJECT NO. 99638
FIELD SURVEYED N.A.
SCALE 1" = 60'
SHEET 1 OF 1
FIELD BOOK - PAGE -
C:\JOBS\99638\99638.DWG
FILE #

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

Signed in the presence of:

GRANTOR
DUNLAWTON CENTRE LLC
By: [Signature]
PAUL F. HOLUB, JR.
Managing Member

Signature: [Signature]
Printed Name: Jeffrey C. Vuest
Signature: [Signature]
Printed Name: Penny K. Every

Signature: [Signature]
Printed Name: _____
Signature: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of July, 2003, by Paul F. Holub, Jr.. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large

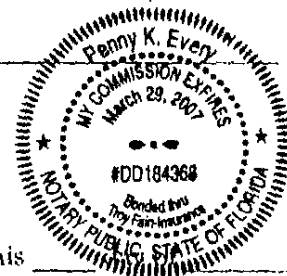
Commission No. _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

Commission No. _____



II. ESTIMATED OPERATING BUDGET

THE DUNLAWTON CENTRE, PHASE I, A CONDOMINIUM

SUITES A - D

<u>DISBURSEMENTS</u>	<u>OVERALL</u>	
	<u>QUARTERLY</u>	<u>ANNUALLY</u>
<u>ADMINISTRATION</u>		
Accounting Services,		
Audit Fees and Legal Fees	\$100.00	\$ 400.00
Bank Fees, Operations, Office	\$ 40.00	160.00
Management Fees	\$300.00	1,200.00
<u>MAINTENANCE & REPAIR</u>		
Building Maintenance & Supplies	100.00	400.00
Signs (Grounds & Wall)	50.00	200.00
<u>UTILITIES</u>		
Water	25.00	100.00
Sewer/Septic System	50.00	200.00
Electric (Common Elements)	250.00	1,000.00
Refuse Collection	400.00	1,600.00
In-wall Pest Control	150.00	600.00
<u>LAWN & LANDSCAPING</u>		
Lawn Maintenance &		
Parking Lot Maintenance	500.00	2,000.00
<u>INSURANCE</u>	600.00	2,400.00
<u>RESERVES</u>		
Pump & Sprinkler System	50.00	200.00
Misc. Site and Building	50.00	200.00
<u>TOTALS</u>	\$2,665.00	\$10,660.00

* Each Suite Owner shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The proportionate share of the Common Expenses for each Suite shall be identical to the undivided share of each Suite Owner in the Common Elements.

III. ORGANIZATIONAL ACTION

DUNLAWTON CENTRE CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS ACTION BY CONSENT

III. Organizational Action

The undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors of Dunlawton Centre Condominium Association, Inc. (the "Association"), hereby consent to the following action by the Board of Directors of the Association and instruct the Secretary of the Association to enter this written consent in the minute book of the Association:

1. The Articles of Incorporation are hereby ratified and approved and the Secretary is instructed to insert in the minute book of the Association the Certificate of Incorporation upon issuance by the Department of State, said Articles having an effective date of:

July 3 2003.

2. It is hereby acknowledged that the Board of Directors of the Association consists of Paul F. Holub, Jr., Penny K. Every and Jeffrey C. Sweet, who were designated as initial members of the Association's Board of Directors in the Association's Articles of Incorporation.

3. By-Laws for the government of the Association and for the regulation and management of its affairs, attached hereto as Exhibit "A" and made a part hereof, are hereby approved and adopted by the Board of Directors, and the Secretary of the Association is instructed to insert a copy of the same in the minute book of the Association immediately following the Certificate of Incorporation.

4. Pursuant to the Articles of Incorporation and the By-Laws of the Association, the Board of Directors shall consist of three (3) Directors unless and until such number of Directors shall be changed in accordance with the Association's By-Laws.

5. The following officers of the Association are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the By-Laws of the Association:

President -
Secretary/Treasurer

Paul F. Holub, Jr.
Penny K. Every

6. Paul F. Holub, Jr. is appointed as Agent for the Association on whom process may be served as required by the Statutes of the State of Florida. The street address of the above agent for this Association is designated as the office for service of process upon the Association.

The President of the Association is directed to designate any necessary successor agents for service of process and the Secretary of the Association is directed to file the names and street addresses of any new agents with the Department of State, Tallahassee, Florida.

7. The estimated annual budget, attached hereto as Exhibit "B" and made a part hereof, is hereby approved and adopted as the Annual Budget of the Association.

8. A seal consisting of two concentric circles with the words "DUNLAWTON CENTRE CONDOMINIUM ASSOCIATION, INC." between the circles and "Corporate Seal" in the center is hereby adopted as the official seal of the Association and the Secretary is instructed to affix the seal as adopted immediately below this paragraph.

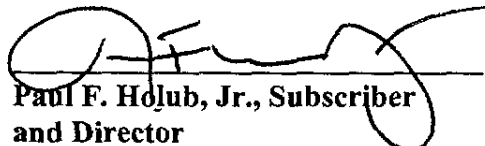
9. A standard form of banking resolution authorizing the establishment of an open deposit account with SUN Trust Bank Bank is hereby adopted and the Secretary is instructed to place, a copy thereof in the minute book of the Association and to furnish an executed copy thereof to said Bank.

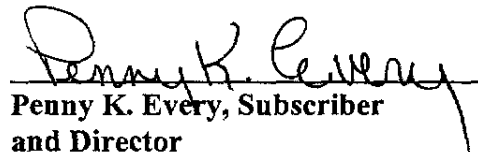
10. The fiscal year of the Association shall end on December 31 of each year beginning with the year ended December 31, 2002.

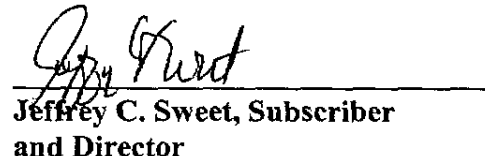
11. To protect the Association from loss in the event of casualty or accident, the officers of the Association are authorized and directed to obtain such insurance policies as the Board of Directors may, from time to time, deem advisable.

Execution of this document by the undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors, pursuant to Section 607.134 and Section 617.002 of the Florida Statutes, and the subsequent insertion of this document in this minute book of the Association, waives any requirement of a formal meeting of the Board of Directors to conduct the business referred to herein.

DATED as of this 28th day of July, 2002.


Paul F. Holub, Jr., Subscriber
and Director


Penny K. Every, Subscriber
and Director


Jeffrey C. Sweet, Subscriber
and Director

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**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF DUNLAWTON CENTRE, A CONDOMINIUM**

The undersigned, DUNLAWTON CENTRE, LLC, a Florida limited liability company, (hereafter "Developer") hereby amends the Declaration of Condominium of DUNLAWTON CENTRE, a Condominium, as follows:

WHEREAS, on August 14, 2003, Developer recorded a Declaration of Condominium for Dunlawton Centre, a Condominium, dated July 28, 2003, and recorded in Official Record Book 5138, page 3823, Public Records of Volusia County, Florida (hereafter "Declaration"); and,

WHEREAS, on October 5, 2010, Developer recorded a First Amendment to Declaration of Condominium of Dunlawton Centre, a Condominium, dated September 21st, 2010, and recorded in Official Record Book 6522, page 533, Public Records of Volusia County, Florida, hereafter First Amendment; and,

WHEREAS, the Declaration contemplates the alteration of perimetrical boundaries of Suites in the Condominium; and further specifically contemplates and provides for said alterations in Section 4.4 and Section 14.2 of the Declaration; and,

WHEREAS, The Declaration contemplates a total of three (3) buildings as depicted on Schedule A, attached to the Declaration of Condominium; and the Declaration of Condominium authorizes and directs the Developer to add buildings to the condominium regime in accordance with the site plan and other drawings included in Schedule A of the Declaration of Condominium as originally recorded; and,

WHEREAS, the Declaration presently provides for the undivided interest and proportionate share of common expenses, surplus and common elements appurtenant to Suites;

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and,

WHEREAS, Developer has determined to provide an alternate pad site for Building II incident to the condominium regime; which building will contain the same or similar square feet as provided in Schedule A to the Declaration of Condominium as originally recorded but in no event more; and,

WHEREAS, if Developer determines to utilize the Proposed Alternate Building II Location, then the structure will be a one (1) storey structure; and,

WHEREAS, no other suites in the Condominium are affected by the modification of the Building II pad site and the alteration of Suites within Building II; with all other Suites remaining unchanged; and,

WHEREAS, Developer now desires to establish and declare the Alternate Building II Location, and include same in the Condominium.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. The above recitations are true and correct.
2. The proposed Alternate Building II Location as provided by sketch and drawing prepared by A. A. Wilbert, Jr. Land Surveying, Inc. is attached hereto and incorporated herein. Developer may utilize the proposed pad site as depicted in the Declaration or may utilize the proposed pad site as depicted on attached Schedule A.
3. Schedule A-1 through A-3 inclusive, Surveyor's Plat and Certifications, attached to the Declaration are hereby amended to include the attached Proposed Alternate Building II Location as a supplement to the original proposed pad site as depicted at Official Record Book 5138, page 3855, Public Records of Volusia County, Florida.

4. Henceforth, this Amendment to Schedule A-1 through A-3 shall be deemed complete and effective. No other Suites are changed, altered or modified.

6. Developer and the Condominium Association hereby join in, and consent to, the Amendment described above. All other terms and provisions of the Declaration, not inconsistent herewith, are ratified and approved.

WITNESS our hands and seals this 21st day of February, 2011.

Debbie Gormley
Witness

Debbie Gormley
Printed Name

Joe Holub
Witness

Joe Holub
Printed Name

DUNLAWTON CENTRE, LLC, a Florida
limited liability company

By Paul F. Holub, Jr.
Paul F. Holub, Jr., Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of February, 2011, by Paul F. Holub, Jr., as Manager of Dunlawton Centre, LLC, a Florida limited liability company, who is personally known to me or who has produced a driver's license as identification and has not taken an oath.



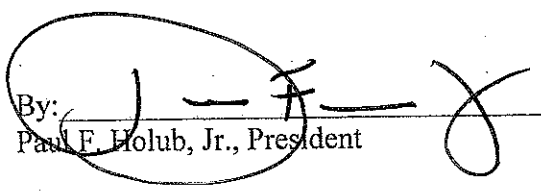
Gina Hames
Notary Public

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CONSENT

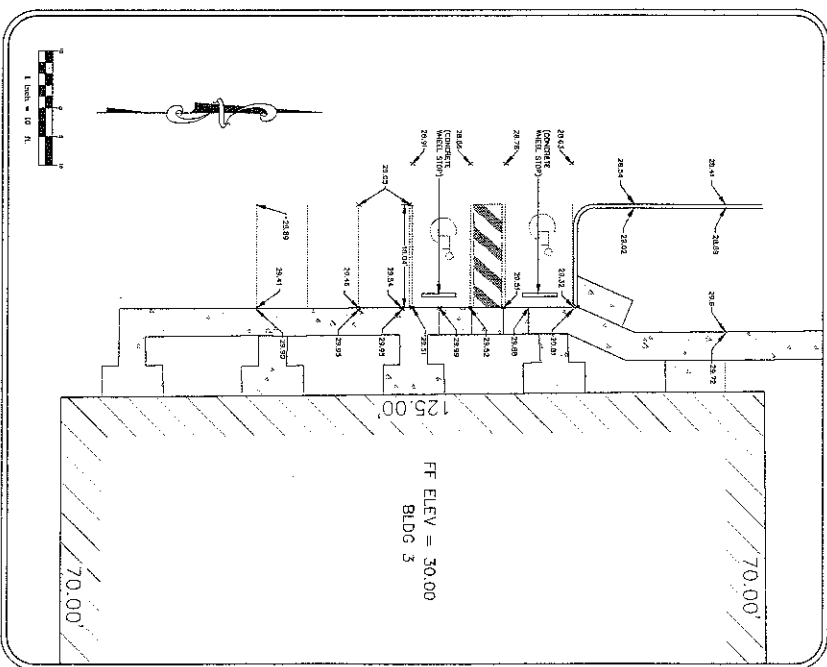
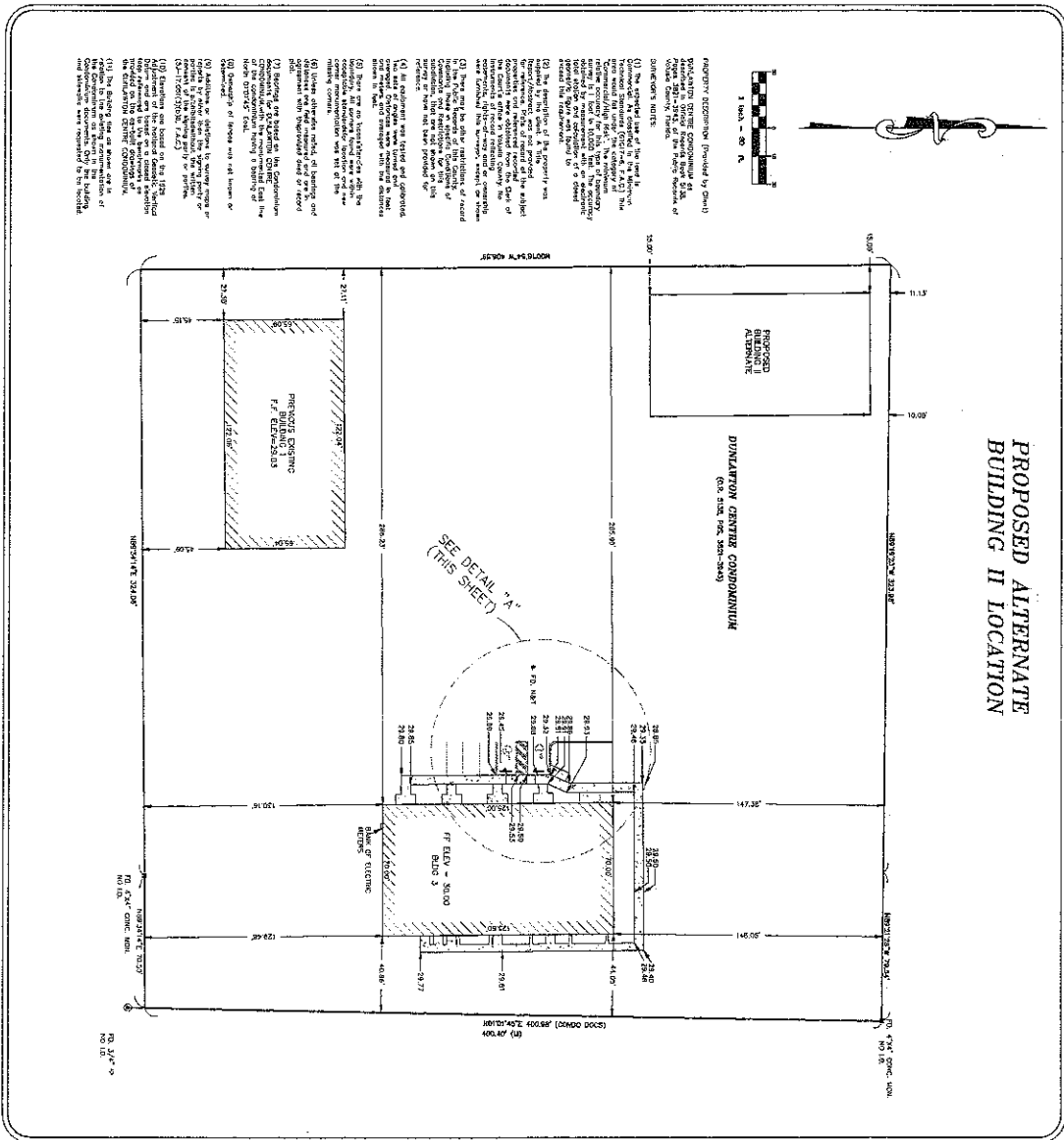
The undersigned, Dunlawton Centre, Condominium Association, Inc., a non-profit Florida corporation, hereby consents to the foregoing Amendment.

DUNLAWTON CENTRE,
CONDOMINIUM ASSOCIATION, INC.

By: 
Paul F. Holub, Jr., President

SCHEDULE A

PROPOSED ALTERNATE
BUILDING II LOCATION



**DUNLAWTON CENTRE
CONDOMINIUM**

EMBOSSED SEAL

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