

TIDELANDS (8)

Prepared by:

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05-11-31-5918-00000-00G0  
05-11-31-5918-00000-00H0

Grantor's Tax Identification No. 48-1210530

**For Recording Purposes Only**

Cross-reference:

(i) Instrument No. 01034445  
Declaration of Restrictive Covenants and  
Easements for Village at Palm Coast, as  
recorded in Book 781, Page 1905, Official  
Records of Flagler County, Florida, as  
amended from time to time

(ii) Instrument No. \_\_\_\_\_  
Declaration of Easements and Restrictions  
and Covenant to Share Costs for Joint Use  
Areas, as recorded simultaneously herewith in  
aforesaid records, as amended from time to  
time

STATE OF FLORIDA

COUNTY OF FLAGLER

**FOURTH AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS**

(All references to recording information herein are to the Official Records of Flagler County, Florida, unless otherwise indicated. All capitalized terms not otherwise defined herein shall be defined as set forth in the Declaration).

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This Fourth Amendment to the Declaration of Restrictive Covenants and Easements (this "Amendment") is made on the date hereinafter set forth by Longview Village Development Company, a Florida corporation (the "Company"), whose address is 1 Florida Park Drive North, Suite 204, Palm Coast, Florida 32137. VILLAGE AT PALM COAST HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, whose address is 1 Florida Park Drive North, Suite 204, Palm Coast, Florida 32137, hereby acknowledges and agrees to the terms and conditions of this Amendment.

Recitals

WHEREAS, Company entered into that certain Declaration of Restrictive Covenants and Easements on November 20, 2001, in Official Records Book 781, Page 1905, Public Records of Flagler County, Florida (the "Longview Declaration");

WHEREAS, the Longview Declaration was subsequently amended by that certain First Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on February 20, 2002, in Official Records Book 803, Page 1333, Public Records of Flagler County, Florida, and by that certain Second Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on July 3, 2002, in Official Records Book 832, Page 840, Public Records of Flagler County, Florida, and by that certain Third Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on November 16, 2004, in Official Records Book 1168, Page 1561, Public Records of Flagler County, Florida (as amended, the "Declaration");

WHEREAS, Company is the developer of the Parcel and is the current owner of the Phase 2 Property and the Phase I Parcels (defined below);

WHEREAS, the Declaration contemplates the existence of entries, roads and other improvements on the Parcel and certain roads, amenities and other improvements on the Phase 2 Property for the joint use of the Phase I Owners (defined below) and the Phase 2 Owners (defined below);

WHEREAS, Company intends to transfer the Phase 2 Property and portions of the Phase I Parcels to the Phase 2 Developer (defined below);

WHEREAS, the Phase 2 Developer may develop approximately twenty (20) single-family lots (which will be subjected to the Declaration in the future) and one or more condominium developments on the Phase 2 Property);

WHEREAS, the Phase 2 Property is intended to be developed in accordance with Zoning Ordinance No. 2002-23, as modified and amended, issued by the City Council of the City of Palm Coast, Florida, which provides that, among other things, certain common use areas and facilities, such as a clubhouse, recreational facilities and other amenities will be for the joint use and benefit of the Phase I Owners and the Phase 2 Owners;

WHEREAS, Company desires to ensure that certain Joint Use Areas (defined below) now or hereafter located on the Parcel and/or developed by the Phase 2 Developer on the Parcel

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and/or the Phase 2 Property shall be for the joint use and benefit of the Phase I Owners and the Phase 2 Owners;

WHEREAS, in order to effectuate the planned joint use and benefit of certain Joint Use Areas now or hereafter located on the Parcel and/or developed by the Phase 2 Developer on the Parcel and/or the Phase 2 Property, Company desires to record a Cost Sharing Declaration (defined below) which shall run with the title to the Parcel and the Phase 2 Property and shall establish, among other things, easements benefiting the Parcel and Phase 2 Property (and shall establish the corresponding burden to pay for such easements);

WHEREAS, Article XI, Section 7 of the Declaration provides that Company may amend the Declaration so long as it holds title to any Lot affected by the Declaration;

WHEREAS, Company still holds title to Lots affected by the terms of the Declaration;

WHEREAS, Company wishes to amend certain provisions of the Declaration as more particularly described herein; and

WHEREAS, Company desires to put all Phase I Owners, transferees, mortgagees and lienors on notice of such Amendment.

NOW, THEREFORE, the following amendment to the Declaration is hereby adopted, and each Phase I Owner, transferee, mortgagee or lienor of any property within the VILLAGE AT PALM COAST SUBDIVISION (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

1. The Declaration contains a typographical error in the reference to the original Declaration of Restrictive Covenants. As such, the reference to Official Record Book 661, Page 967 found in the first sentence of the paragraph beginning with the phrase "NOW, THEREFORE" on page 2 of the Declaration is hereby amended to be Official Record Book 661, Page 946.

2. The term "Owner" as used in the Declaration shall be renamed as "Phase I Owner". To the extent the term "Owner" is used in the Declaration, the term "Phase I Owner" shall be substituted in lieu thereof. Thus, the definition of "Phase I Owner" shall be the Person who is the record owner (other than the Company) and who has acquired fee simple title to any Lot.

3. The following definitions shall be added to Article I:

"Cost Sharing Declaration" shall mean that certain Declaration of Easements and Restrictions and Covenant to Share Costs for Joint Use Areas to be recorded in Flagler County, Florida, as amended and supplemented from time to time, which shall run with the land and may establish (i) certain easement rights to use Joint Use Areas, (ii) certain provisions regarding the operation, use and maintenance of the Joint Use Areas, (iii) the allocation of expenses associated with the use of the Joint Use Areas and/or (iv) certain services that will be made

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available for the joint use of or otherwise will benefit both the Phase I Owners and the Phase 2 Owners.

"Joint Use Areas" shall mean any real property, personal property and/or improvements designated by Company or the Phase 2 Developer pursuant to the terms of the Cost Sharing Declaration. Such Joint Use Areas may (but shall not be required to) include, but shall not be limited to, roads, sidewalks, entry gates and entrance areas, swimming pools, tennis courts, clubhouse(s), fitness center(s), lagoons and ponds, open areas, pedestrian areas, parks, docks, waterfront promenade(s) and walking trails, together with parking, lighting and other facilities and equipment related to such areas. Improvements located on Joint Use Areas shall be deemed to be part of the Joint Use Areas for purposes of the Cost Sharing Declaration, unless otherwise specified in the document designating the real property, personal property and/or improvements as a Joint Use Area.

"Phase I Parcels" shall mean Common Area A, Parcel B, Parcel C, Common Area D, Common Area E, Parcel F, Common Area G and Parcel H as shown on Village at Palm Coast, Phase I plat, as recorded in Map Book 33, Page 1, Official Records of Flagler County, Florida.

"Phase 2 Association" shall mean any condominium or property owners association(s) which may be formed to govern some or all of the Phase 2 Property.

"Phase 2 Developer" shall mean Company's successor-in-title to the Phase 2 Property.

"Phase 2 Owner" shall mean the Person who is the record owner of fee simple title of any real property (including, but not limited to, the record owner of any condominium unit) located on the Phase 2 Property; provided, however, that in the event a Phase 2 Owner's real property is subjected to the Declaration through a Phase 2 Single Family Lots Supplemental Declaration, then those particular Phase 2 Owners shall no longer be Phase 2 Owners but shall be Phase I Owners.

"Phase 2 Property" is the property currently owned by Company which is adjacent to the Parcel and more particularly described on Exhibit "A" attached to this Amendment and incorporated by reference (the Phase 2 Property shall not be subject to the Declaration by virtue of this reference or otherwise).

"Phase 2 Single Family Lots" shall mean any single family residential lots to be located on the Phase 2 Property.

"Phase 2 Single Family Lots Supplemental Declaration" shall mean an instrument filed in the Public Records of Flagler County, Florida which subjects all or a portion of the Phase 2 Single Family Lots to the Declaration and imposes and/or removes, expressly or by reference, restrictions and/or obligations on the

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land described in such instrument pursuant to Article XII, Section 4 of the Declaration, as amended.

"Property Owner" shall mean an individual Phase I Owner or Phase 2 Owner.

"Property Owners" shall mean collectively Phase I Owners and Phase 2 Owners.

4. The definition of "Village Square" shall be deleted from the Declaration. To the extent the term "Village Square" is used in the Declaration, the term "Joint Use Area" shall be substituted in lieu thereof.

5. Article IV, Section 3. B. of the Declaration is hereby deleted and replaced with the following:

Joint Use Areas. The Joint Use Areas shall exist on the Parcel, any Phase I Parcels withdrawn from the Parcel, and/or the Phase 2 Property as designated by Company and/or the Phase 2 Developer pursuant to the Cost Sharing Declaration. Joint Use Areas shall be for the joint benefit and use of Phase I Owners and the Phase 2 Owners according to the terms and conditions of the Cost Sharing Declaration. All persons, including without limitation all Phase I Owners, are hereby advised that no representations or warranties have been made or are made by Company or any other Person with regard to (i) which specific areas will be designated as Joint Use Areas, (ii) whether or not improvements will be constructed on the Joint Use Areas, and/or (iii) the continued ownership and operation of the Joint Use Areas. Each Phase I Owner further understands and agrees that the ownership of a Lot does not confer any ownership interest in or right to use any portion of the Phase 2 Property or any portions of the Phase I Parcels withdrawn from the Parcel, by virtue of the Declaration or otherwise. Instead, the right of each Phase I Owner to use the Joint Use Areas located on the Phase 2 Property (and the corresponding obligation to pay a share of the maintenance and other costs associated with the Joint Use Areas) shall be established and governed by the terms of the Cost Sharing Declaration. Each Phase I Owner understands and agrees that his or her Dwelling Unit and Lot are adjacent or near certain Joint Use Areas which will be used, from time to time, for special events and celebrations. An express easement, license and right to conduct such activity is hereby reserved to Company until the Phase 2 Developer is designated, the Phase 2 Developer, the Association, and any condominium or property owners association(s) which may be formed to govern some or all of the Phase 2 Property and their respective successors and assigns. Each Phase I Owner covenants for itself, its heirs, successors, successors-in-title and assigns that it shall assume all risks associated with such location of their Lot including, but not limited to, the risk of property damage or personal injury incidental to such special events or celebrations and shall indemnify and hold harmless the Association, Company, the Phase 2 Developer and the Phase 2 Association from any liability, claims, or expenses, including, without limitation,

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reasonable attorneys' fees and costs arising from such property damage or personal injury. Each Phase I Owner for itself, its heirs, successors, successors-in-title and assigns releases and discharges the Association, Company, the Phase 2 Developer and the Phase 2 Association from any and all claims, demands, actions, or causes of action of whatever kind or nature arising from the use of the Joint Use Areas by any person, group or entity. The Cost Sharing Declaration may contain a similar mutual release regarding the use of the Joint Use Areas as may be determined by Company and/or the Phase 2 Developer.

6. The following shall be added to Article VI, Section 1:

Annual and special assessments (including, without limitation, annual and special assessments arising pursuant to the Cost Sharing Declaration) allocated to each Lot may be different provided that the Association determines the amount of the assessment pursuant to equitable means. For example, differentiating the amount of the assessment allocated to each Lot based on whether the Lot is unimproved or contains a completed Dwelling Unit shall be an equitable method for allocating assessments.

7. The following shall be added to Article X:

Section 6. Withdrawal. The Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) may, in its sole discretion and judgment, withdraw some or all of the real property owned by the Company (including, without limitation, the Phase I Parcels or portions thereof) from this Declaration by recording an amendment to this Declaration in the public records of Flagler County, Florida. Upon recording, the withdrawal amendment shall serve as notice of the withdrawal.

8. The following shall be added to Article XI, Section 7:

Notwithstanding the foregoing: (i) for so long as, and at any time that the Phase 2 Developer or its affiliate owns any real property in the Phase 2 Property, the Declaration and the Cost Sharing Declaration shall not be amended without the consent of the Phase 2 Developer, and (ii) for so long as, and at any time, Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) holds title to any Lot located within the Parcel or any Phase 2 Single Family Lot that is subject to the Declaration, Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) may amend the Declaration without the consent of any mortgagee, Phase I Owners or the Association.

9. The following Article XII shall be added to the Declaration:

ARTICLE XII

Additional Development

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Section 1. Conflicting Terms and Conditions.

Notwithstanding anything to the contrary in this Declaration, the terms and conditions of this Article XII shall control in the event of any conflict or inconsistency with any other term or condition set forth in the Declaration.

Section 2. Cost Sharing Declaration.

Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) may record the Cost Sharing Declaration, and/or cause the Association to accept properties and/or improvements subject to the Cost Sharing Declaration, without the consent of the Phase I Owners or the Association, provided that the Phase I Owners and the Phase 2 Owners are treated equitably. Company or the Phase 2 Developer may amend the Cost Sharing Declaration, without the consent of the Phase I Owners or the Association, provided that the amendment treats the Phase I Owners and the Phase 2 Owners equitably. To facilitate the administration of the Cost Sharing Declaration and to evidence the Association's actual knowledge of the terms, conditions and obligations contained in the Cost Sharing Declaration, the Association shall execute and deliver any documentation requested by Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) including, but not limited to, the Cost Sharing Declaration; provided, however, that the failure of the Association to do so shall not affect the enforceability of the Cost Sharing Declaration against the Phase I Owners and the Association. The Association's pro rata share of costs and expenses established pursuant to the Cost Sharing Declaration shall be allocated to the Phase I Owners through mandatory general assessments (as set forth in Article VI of the Declaration). The Cost Sharing Declaration may, in addition to and not in limitation of other provisions, provide for the following:

- (a) obligate the Phase 2 Owners, through their condominium or property owners association(s), to perform and/or to share in certain costs associated with the ownership, operation, maintenance, repair, replacement and insurance of some or all of the Joint Use Areas, whether located on the Parcel or the Phase 2 Property;
- (b) obligate the Phase I Owners, through the Association, to perform and/or to share in certain costs associated with the ownership, operation maintenance, repair, replacement and insurance of some or all of the Joint Use Areas, whether located on the Parcel or the Phase 2 Property;
- (c) permit the use of Joint Use Areas located on the Parcel by the Phase 2 Owners, their guests, invitees and tenants;
- (d) permit the use of Joint Use Areas located on the Phase 2 Property by the Phase I Owners, their guests, invitees and tenants;

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(e) establish terms and conditions regarding the operation, use, maintenance, repair, replacement and insurance of the Joint Use Areas; and/or

(f) establish a joint committee with representatives from the Association and any association which governs some or all of the Phase 2 Property.

Upon recording, the Cost Sharing Declaration shall run with title to the Parcel and the Phase 2 Property, and the terms and conditions of the Cost Sharing Declaration shall be deemed an amendment of the Declaration and be binding on the Association, the Phase I Owners and the Phase 2 Owners, provided that nothing herein shall be deemed to subject any Phase 2 Property to the Declaration by virtue of this section.

Section 3. Transfer of Common Areas.

Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) may transfer to the Association and the Association shall accept certain real property, including, but not limited to, roads and common areas, subject to the Cost Sharing Declaration which may include, without limitation, the reservation of certain rights which benefit the Phase 2 Property and/or the Phase 2 Developer (including, without limitation, the right of access and use of such roads and common areas for the benefit of the Phase 2 Owners and their guests, invitees and tenants) without the consent of the Phase I Owners or the Association.

Section 4. Phase 2 Single Family Lots.

(a) In accordance with Article X, Section 4 (Annexation) of the Declaration, Company may subject approximately twenty (20) Phase 2 Single Family Lots to the Declaration pursuant to a Phase 2 Single Family Lots Supplemental Declaration. With regard to the Phase 2 Single Family Lots, Company hereby assigns its right to subject additional property to the Declaration to the Phase 2 Developer. Thus, the Phase 2 Developer may subject the Phase 2 Single Family Lots to the Declaration without the consent of the Phase I Owners or Company by recording a Phase 2 Single Family Lots Supplemental Declaration executed by the Phase 2 Developer.

(b) With regard to the Phase 2 Single Family Lots, Company hereby assigns to the Phase 2 Developer all of Company's rights provided for in the Declaration to the extent those rights affect the Phase 2 Single Family Lots. Thus, the Phase 2 Single Family Lots Supplemental Declaration which subjects the Phase 2 Single Family Lots to the Declaration may specifically reserve rights to the Phase 2 Developer rather than Company and may transfer obligations of Company to the Phase 2 Developer. For example, the Phase 2 Single Family Lots Supplemental Declaration may reserve architectural review of the Phase 2 Single



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Family Lots with the Phase 2 Developer and/or may exempt the Phase 2 Single Family Lots from certain maintenance obligations of the Association (such as maintenance of the exterior of a Dwelling Unit). In the event the Phase 2 Single Family Lots are excluded from certain services provided by the Association, then the Phase 2 Owners shall not pay assessments related to such services.

Section 5. Name Change of the Development.

Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) shall change the name of the Village at Palm Coast community to the Tidelands, subject to any restrictions or limitations imposed by any laws, rules or regulations of any applicable governmental entity. In connection therewith, Company (or its successors and assigns, including, without limitation, the Phase 2 Developer) shall have the right to change any signage located within the Parcel to reflect the name change.

Section 6. Amendment of Article XII.

In addition to the requirements of Article XI with respect to amendment of the Declaration, this Article XII may not be amended without the prior written consent of the Phase 2 Developer.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the <sup>31<sup>st</sup> day</sup> day of ~~April~~ March, 2005.

Witnesses:

LONGVIEW VILLAGE DEVELOPMENT  
COMPANY, a Florida corporation

E. F. Fraley  
E. F. Fraley  
(Name Printed or Typed)

By W. F. McCroy, Jr.  
William F. McCroy, Jr.  
President

Michael P. Holmes  
Michael P. Holmes  
(Name Printed or Typed)

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this <sup>31<sup>st</sup></sup> day of March, 2005, by William F. McCroy, Jr., as President of Longview Village Development Company, a Florida corporation, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

My Commission Expires:

(Notary Seal)



Joshua I. Pope  
MY COMMISSION # DD391763 EXPIRES  
February 4, 2009  
BONDED THROUGH TROY FARM INSURANCE, INC.

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Acknowledged, agreed and consented to by the Association as of the 31<sup>st</sup> day of March, 2005.

Witnesses:

VILLAGE AT PALM COAST  
HOMEOWNER'S ASSOCIATION, INC., a  
Florida corporation

E. Frater  
(Name Printed or Typed)

By: W. F. McCroy, Jr. Pres.  
William F. McCroy, Jr.  
President

Michael P. Holmer  
(Name Printed or Typed)

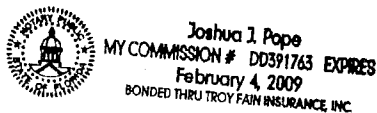
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2005, by William F. McCroy, Jr., as President of Village at Palm Coast Homeowner's Association, Inc., a Florida corporation, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_



State of Florida At Large  
(Seal)

My Commission Expires:

Title/Rank: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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Exhibit "A"

Phase 2 Property

[THE FOLLOWING DESCRIPTION IS FOR IDENTIFICATION PURPOSES ONLY;  
THE PROPERTY DESCRIBED BELOW IS NOT SUBJECT TO THE TERMS AND  
CONDITIONS OF THE DECLARATION]

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 32 AND 42,  
TOWNSHIP 10 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, ACCORDING TO  
THE SUBDIVISION PLAT OF COUNTRY CLUB COVE SECTION-14 PALM COAST, AS  
RECORDED IN MAP BOOK 6, PAGES 54 THROUGH 58 OF THE PUBLIC RECORDS OF  
FLAGLER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PLAT  
SECTION-14 THE FOLLOWING TWO (2) COURSES; (1) N07°08'10"E A DISTANCE OF  
131.81 FEET; (2) N70°53'57"E A DISTANCE OF 653.98 FEET TO THE WESTERLY LINE  
OF VILLAGE AT PALM COAST PHASE ONE, AS RECORDED IN MAP BOOK 33,  
PAGES 1 THROUGH 4 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;  
THENCE DEPARTING SAID PLAT BOUNDARY OF COUNTRY CLUB COVE SECTION-  
14 PALM COAST, ALONG SAID WESTERLY LINE OF VILLAGE AT PALM COAST  
PHASE ONE THE FOLLOWING THIRTEEN (13) COURSES; (1) S39°10'07"E 93.19 FEET;  
(2) ALONG A CURVE TO THE LEFT, RADIUS 349.00 FEET, ARC LENGTH 273.37 FEET,  
CENTRAL ANGLE 44°52'49", CHORD 266.44 FEET, CHORD BEARING S61°36'31"E; (3)  
ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 749.00 FEET, ARC LENGTH  
295.42 FEET, CENTRAL ANGLE 22°35'55", CHORD 293.51 FEET, CHORD BEARING  
N84°39'07"E; (4) S75°51'06"E 64.53 FEET; (5) S26°08'59"E 600.55 FEET; (6) ALONG A  
CURVE TO THE RIGHT, RADIUS 302.19 FEET, ARC LENGTH 134.20 FEET, CENTRAL  
ANGLE 25°26'42", CHORD 133.10 FEET, CHORD BEARING S13°25'38"E; (7) S00°42'18"E  
109.35 FEET; (8) ALONG A NON-TANGENT CURVE TO THE RIGHT (NORTHERLY  
RIGHT-OF-WAY LINE OF RIVERVIEW BEND, A 28-FOOT PRIVATE ROADWAY PER  
SAID PLAT OF VILLAGE AT PALM COAST PHASE ONE) RADIUS 676.00 FEET, ARC  
LENGTH 508.71 FEET, CENTRAL ANGLE 43°06'59", CHORD 496.79 FEET, CHORD  
BEARING N57°42'50"W; (9) S53°50'40"W 28.00 FEET; (10) ALONG A NON-TANGENT  
CURVE TO THE LEFT, RADIUS 704.00 FEET, ARC LENGTH 57.90 FEET, CENTRAL  
ANGLE 04°42'44", CHORD 57.88 FEET, CHORD BEARING S38°30'42"E; (11) ALONG A  
CURVE TO THE RIGHT, RADIUS 33.00 FEET, ARC LENGTH 48.46 FEET, CENTRAL  
ANGLE 84°08'22", CHORD 44.22 FEET, CHORD BEARING S01°12'07"W; (12) ALONG A  
CURVE TO THE RIGHT (NORTHERLY RIGHT-OF-WAY LINE OF LONGVIEW  
PARKWAY, AN 80-FOOT PRIVATE RIGHT-OF-WAY PER SAID PLAT OF VILLAGE AT  
PALM COAST PHASE ONE) RADIUS 725.28 FEET, ARC LENGTH 326.24 FEET,  
CENTRAL ANGLE 25°46'19", CHORD 323.49 FEET, CHORD BEARING S56°09'27"W; (13)  
S69°02'37"W 94.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PALM  
HARBOR PARKWAY (A 104-FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID  
VILLAGE AT PALM HARBOR PHASE ONE PLAT BOUNDARY, ALONG SAID

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EASTERLY RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1104.00 FEET, AN ARC LENGTH OF 1103.76 FEET, A CENTRAL ANGLE OF 57°17'00", A CHORD OF 1058.36 FEET AND A CHORD BEARING OF N50°22'36"W TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 18.94 ACRES, MORE OR LESS.

**TOGETHER WITH:**

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 32 AND 42, TOWNSHIP 10 SOUTH, RANGE 31 EAST, AND WITHIN GOVERNMENT SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, TOGETHER WITH LOTS 84 AND 85, VILLAGE AT PALM COAST PHASE ONE, AS RECORDED IN MAP BOOK 33, PAGES 1 THROUGH 4 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF PALM HARBOR PARKWAY (A 104-FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LONGVIEW PARKWAY (AN 80-FOOT WIDE PRIVATE ROADWAY PER THE PLAT OF VILLAGE AT PALM COAST PHASE ONE, AS RECORDED IN MAP BOOK 33, PAGES 1 THROUGH 4 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA); THENCE N69°02'37"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LONGVIEW PARKWAY, FOR A DISTANCE OF 94.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 805.28 FEET, AN ARC LENGTH OF 361.79 FEET, A CENTRAL ANGLE OF 25°44'29", A CHORD OF 358.75 FEET AND A CHORD BEARING OF N56°10'23"E TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, AN ARC LENGTH OF 48.65 FEET, A CENTRAL ANGLE OF 84°27'39", A CHORD OF 44.36 FEET AND A CHORD BEARING OF N85°31'58"E TO A POINT OF REVERSE CURVATURE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW BEND (A 28-FOOT WIDE PRIVATE ROADWAY PER SAID PLAT OF VILLAGE AT PALM COAST PHASE ONE); THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 704.00 FEET, AN ARC LENGTH OF 424.94 FEET, A CENTRAL ANGLE OF 34°35'04", A CHORD OF 418.52 FEET AND A CHORD BEARING OF S69°31'45"E TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, AN ARC LENGTH OF 53.85 FEET, A CENTRAL ANGLE OF 93°29'25", A CHORD OF 48.07 FEET AND A CHORD BEARING OF S40°04'34"E TO A POINT OF COMPOUND CURVATURE AND THE WESTERLY RIGHT-OF-WAY LINE OF LONGVIEW WAY NORTH (A 28-FOOT WIDE PRIVATE ROADWAY PER SAID PLAT OF VILLAGE AT PALM COAST PHASE ONE); THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 386.00 FEET, AN ARC LENGTH OF 59.37 FEET, A CENTRAL ANGLE OF 08°48'48", A CHORD OF 59.32 FEET AND A CHORD BEARING OF S11°04'33"W TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY LINE S74°03'26"E FOR A DISTANCE OF 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONGVIEW WAY NORTH (A 28-FOOT WIDE PRIVATE ROADWAY

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PER SAID PLAT OF VILLAGE AT PALM COAST PHASE ONE) AND A NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 414.00 FEET, AN ARC LENGTH OF 66.55 FEET, A CENTRAL ANGLE OF  $09^{\circ}12'38''$ , A CHORD OF 66.48 FEET AND A CHORD BEARING OF  $N10^{\circ}54'30''E$  TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 33.00 FEET, AN ARC LENGTH OF 59.08 FEET, A CENTRAL ANGLE OF  $102^{\circ}35'05''$ , A CHORD OF 51.50 FEET AND A CHORD BEARING OF  $N57^{\circ}35'43''E$  TO A POINT OF COMPOUND CURVATURE; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW BEND (A 28-FOOT WIDE PRIVATE ROADWAY PER SAID PLAT OF VILLAGE AT PALM COAST PHASE ONE); THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 163.20 FEET, AN ARC LENGTH OF 128.07 FEET, A CENTRAL ANGLE OF  $44^{\circ}57'46''$ , A CHORD OF 124.81 FEET AND A CHORD BEARING OF  $S48^{\circ}37'51''E$  TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE  $S26^{\circ}08'59''E$  FOR A DISTANCE OF 27.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE  $N62^{\circ}43'05''E$  FOR A DISTANCE OF 288.42 FEET TO A POINT WITHIN THE INTRACOASTAL WATERWAY (A 500-FOOT WIDE RIGHT-OF-WAY); THENCE  $S25^{\circ}07'47''E$  FOR A DISTANCE OF 223.11 FEET; THENCE  $S21^{\circ}05'33''E$  FOR A DISTANCE OF 1637.18 FEET; THENCE  $S69^{\circ}10'12''W$  A DISTANCE OF 154.28 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, THENCE CONTINUE  $S69^{\circ}10'12''W$  ALONG THE NORTHERLY BOUNDARY OF THE LANDS OF MARINA COVE A DISTANCE OF 677.05 FEET MORE OR LESS, THENCE  $N20^{\circ}49'48''W$  A DISTANCE OF 123.00 FEET, THENCE  $S69^{\circ}10'12''W$  A DISTANCE OF 123.00 FEET, THENCE  $S20^{\circ}49'48''E$  A DISTANCE OF 19.71 FEET, THENCE  $S69^{\circ}10'12''W$  A DISTANCE OF 179.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM HARBOR PARKWAY (104' R/W), THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES  $N49^{\circ}27'23''W$  A DISTANCE OF 74.05 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 748.00 FEET, AN ARC LENGTH OF 372.07 FEET, A CENTRAL ANGLE OF  $28^{\circ}30'00''$ , A CHORD OF 368.25 FEET AND A CHORD BEARING OF  $N35^{\circ}12'23''W$  TO A POINT OF TANGENCY; THENCE  $N20^{\circ}57'23''W$  A DISTANCE OF 1693.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 58.52 ACRES, MORE OR LESS.

**LESS AND EXCEPT (PER O.R. 804, PAGE 43):**

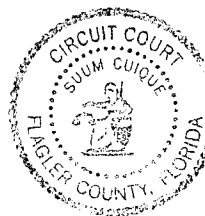
A PARCEL OF LAND LYING IN GOVERNMENT SECTION 32, TOWNSHIP 10 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, COUNTRY CLUB COVE SECTION 14, PALM COAST, AS RECORDED IN MAP BOOK 6, PAGES 54 THROUGH 58 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT OF REFERENCE BEING ON THE NORTHERLY RIGHT-OF-WAY OF PALM HARBOR PARKWAY (A 104 FOOT RIGHT-OF-WAY), AS RECORDED IN THE PLAT OF PALM COAST SECTION 4, MAP BOOK 6, PAGES 9

TIDELANDS (8)

THROUGH 13 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF PALM HARBOR PARKWAY, BEING A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 600.59 FEET, A RADIUS OF 1104.00 FEET, A CENTRAL ANGLE OF 31°10'09", A CHORD BEARING OF S 63°26'01"E AND A CHORD DISTANCE OF 593.21 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY OF PALM HARBOR PARKWAY AND RUN NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 752, PAGE 75, FOR THE FOLLOWING 4 COURSES: (1) THENCE N 43°46'45" E 490.41 FEET; (2) THENCE N 82°58'58"E 330.58 FEET; (3) THENCE N 07°01'02"W 12.00 FEET; (4) THENCE N 82°58'58"E 24.79 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE N 82°58'58" E ALONG THE SOUTHEASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT FOR A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID SOUTHEASTERLY EASEMENT LINE AND RUN S 07°01'02" E 42.00 FEET; THENCE S 82°58'58" W 42.00 FEET THENCE N 07°01'02" W 42.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1764 SQUARE FEET OR 0.04 ACRES MORE OR LESS.



I HEREBY CERTIFY this to be a true  
And correct copy of the original  
GAIL WADSWORTH  
CLERK OF COURTS

By \_\_\_\_\_ DC