

Return to: (enclose self-addressed stamped envelope)

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5 MIN. RETURN

This Instrument Prepared by:

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**DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM**

Vineyard at Eagle Harbor, L.L.C., a Florida limited liability company ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809, hereby makes this Declaration of Condominium of Cobblestone at Eagle Harbor, a Condominium ("Declaration") to be recorded amongst the Public Records of Clay County, Florida ("County"), where the Land is located, and states and declares:

1. SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

2. NAME

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

3. LAND

The land which will have become part of the Condominium Property when this Declaration is recorded is described in Exhibit A ("Land") attached hereto and made a part hereof.

4. DEFINITIONS

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

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.3. "Association" means Cobblestone at Eagle Harbor Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.

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

4.5. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.6. "CDD" or "District" means the Community Development District known as The Crossings at Fleming Island Community Development District, which has the power to impose taxes or assessments, or both taxes and assessments, on this property through a special taxing district. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities of the district and are set annually by the governing board of the district. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law.

4.7. "Cobblestone at Eagle Harbor, a Condominium" means the name given to the residential development which has been developed by Developer by conversion, and which contains three hundred twenty-eight (328) Units contained within forty-one (41) two (2)-story buildings ("Buildings") and the land and facilities serving the Units, including seventy-six (76) Garages located within certain Buildings located on the Condominium Property and recreational facilities for the use of the Owners, which consist of two (2) non-heated swimming pools, two (2) heated spas, a one (1) story clubhouse building containing among its facilities and amenities, a great room, an exercise room, offices, a billiards room, reception area, a veranda, men's and women's restrooms, and a children's playground area.

4.8. "Common Elements" means:

4.8.1. The Condominium Property, other than the Units;

4.8.2. Easements through the Units, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Units and the Common Elements;

4.8.3. An easement of support in every portion of a Unit which contributes to the

support of a Building;

4.8.4. Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Elements, or a Unit other than the Unit containing the installation; and

4.8.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.9. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Condominium Assessments, rents, profits and revenues, on account of the Common Elements) over the Condominium Common Expenses.

4.10. "Condominium" means that portion of the Land and the improvements thereon being submitted to condominium ownership pursuant to this Declaration, as the same may be amended from time to time.

4.11. "Condominium Assessments" means the assessments for which all Owners are obligated to the Association and include:

4.11.1. "Annual Assessment," which includes, but is not limited to, each Owner's annual share of funds required for the payment of Condominium Common Expenses as determined in accordance with this Declaration; and

4.11.2. "Special Assessments," which include any Condominium Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 19.3 herein.

4.12. "Condominium Common Expenses" means common expenses for which the Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:

4.12.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.12.2. The "Assessments," as such term is used and defined in the Master Declaration, levied against the Condominium Property by the Master Association pursuant to the Master Documents; and

4.12.3. Any other expenses designated, not inconsistent with the Act, as Condominium Common Expenses from time to time by the Board.

4.13. "Condominium Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.14. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Units and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(n) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Master Declarant, the Master Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer or Master Declarant, the title to which is hereby specifically reserved unto Developer or Master Declarant, as the case may be, their respective successors and/or assigns.

4.15. "County" means Clay County, Florida.

4.16. "Declaration" means this document and any and all amendments or supplements hereto.

4.17. "Developer" means Vineyard at Eagle Harbor, L.L.C., a Florida limited liability company, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Condominium Documents. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.18. "Garages" means the seventy-six (76) covered garage parking spaces located within certain Buildings on the Condominium Property. Every assigned Garage will be a Limited Common Element to the Unit to which it is assigned. The Unit to which such use of a particular Garage is assigned shall have the exclusive right to the use thereof.

4.19. "Institutional Mortgagee" means Developer or any of its affiliates, designees or other entities related to Developer, any lending institution having a mortgage lien upon a Unit, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a New York State banking corporation or a national banking association chartered under the laws

of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of the Condominium and which holds a first mortgage upon such portion of the Condominium as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (vi) any "Secondary Mortgage Market Institution," including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Unit; (vii) Developer, its successors and assigns; or (viii) Tarragon Corporation, its successors and assigns.

4.20. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.21. "Legal Fees" means: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

4.22. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Units to the exclusion of other Units as more particularly described in Paragraph 5.3.

4.23. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Unit of which the Association has been notified pursuant to Paragraph 28.2 herein.

4.24. "Master Association" means the Towncenter and East of 17 at Eagle Harbor Association, Inc., a Florida corporation not for profit, organized to administer the Towncenter and East of 17 at Eagle Harbor Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded in Official Records Book 1690, Page 0346, of the Public Records of the County, and all amendments and supplements thereto ("Master Declaration") and having among its members those persons or entities entitled to membership in the Master Association as set forth in Article X of the Master Declaration (which includes all Owners of Units in the Condominium). Master Declarant sets forth a plan for development therein and provides that assessments to improve, maintain and repair the land areas designated therein as "Common Areas" and any other "Property" for which the Master Association has maintenance authority or responsibility (as such terms are defined in the Master Declaration) are applicable to all owners within The Crossings at Fleming Island, including the Owners of Units in the Condominium.

4.25. "Master Declarant" means Eagle Harbor at Fleming Island Joint Ventura, a Florida

joint venture, the developer of The Crossings at Fleming Island.

4.26. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

4.27. "Owner" means "unit owner," as defined in the Act, and is the owner of a Unit.

4.28. "Public Records" means the Public Records of the County.

4.29. "The Crossings at Fleming Island" means that certain mixed-use development located in the County being developed by Master Declarant and of which the Condominium is a portion.

4.30. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

5. DESCRIPTION OF IMPROVEMENTS

5.1. Description of Improvements.

The portion of the Land and improvements being submitted to condominium ownership pursuant to this Declaration are described on the "Survey" (as hereinafter defined). The improvements in the Condominium include three hundred twenty-eight (328) Units, in forty-one (41) two (2)-story residential Buildings, each of which is designated as described in Article 5.2.2; certain landscaping and driveway areas; Garages; recreational facilities for the use of the Owners, which consist of two (2) non-heated swimming pools, two heated (2) spas, a one (1) story clubhouse building containing among its facilities and amenities, a great room, an exercise room, offices, a billiards room, reception area, a veranda, men's and women's restrooms, and a children's playground area; and easement rights in certain property within the Land.

5.2. Survey.

5.2.1. Annexed hereto as Exhibit B and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Condominium which includes a survey of the Land, a graphic description of the improvements in which the Units and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and every Unit, their relative location and approximate dimensions. There is attached to the Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Units. Each Unit shall be identified by a numerical designation as described on Exhibit E, attached hereto and incorporated herein by

reference. No Unit bears the same designation as any other Unit in the Condominium.

5.3 Limited Common Elements.

5.3.1. A/C Pads. Each area shown as a "A/C Pad" on the Survey is the area upon which is situated all air conditioning equipment located outside a Unit, including the compressors located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, and shall be a Limited Common Element for the exclusive use of the Unit served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by the Owner whose Unit is served thereby.

5.3.2. Garages. Each area shown on the Survey as a "Garage" shall be a Limited Common Element reserved for the exclusive use of the Owner to whom the Garage is assigned. The Owners of the Units to whom the particular Garages are assigned shall be responsible to maintain the interior of such Garages, as well as the garage door mechanisms and garage door openers, including all replacement and repair thereof, as necessary.

5.3.3. Driveways. Each area shown on the Survey as a "Driveway," which is limited to the amount of space required to park a vehicle, shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit to whom the particular Garage is assigned, which Driveway shall be maintained by the Association.

6. UNDIVIDED SHARES IN COMMON ELEMENTS

6.1. Appurtenance.

6.1.1. Ownership of the Common Elements and Membership in the Association. Each Unit shall have as an appurtenance thereto one (1) vote in the Association and an undivided share of ownership in the Common Elements based on the relative square footage of the Unit to the total square footage of all of the Units contained in the Condominium, as shown on Exhibit E hereto.

6.1.2. Right to Use Common Elements. Each Unit shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of the Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

6.2. Share of Condominium Common Expenses and Common Surplus.

The Condominium Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Owner's share of ownership of the Common Elements.

7. VOTING INTERESTS

7.1. Voting Interest.

The Owner or Owners, collectively, of the fee simple title of record for each Unit shall have the right to one (1) vote per Unit ("Voting Interest") in the Association as to matters on which a vote by Owners is taken as provided under the Condominium Documents and the Act.

7.2. Voting By Corporation or Multiple Owners.

The Voting Interest of the Owners of any Unit owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Owners of such Unit or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Unit and filed with the Secretary of the Association. If a Voting Certificate is not on file, the Voting Interest associated with a Unit where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

7.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Paragraph 7.2 above, whenever any Unit is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Unit, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a

different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

7.4. Voting by Proxy.

Except as specifically otherwise provided in the Act, Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)2 of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

7.5. Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)3 of the Act.

7.6. Eligibility of Directors.

In accordance with Section 718.112(2)(d)1 of the Act, except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that, if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

8. PLAN FOR DEVELOPMENT

8.1. Developer is the developer of Cobblestone at Eagle Harbor, a Condominium, located in the mixed-use community of The Crossings at Fleming Island within the County. The Condominium includes three hundred twenty-eight (328) Units contained within forty-one (41) two (2)-story Buildings and the land and facilities serving the Units, including seventy-six (76) Garages located within certain Buildings on the Condominium Property and recreational facilities for the use of the Owners, which consist of two (2) non-heated swimming pools, two (2) heated spas, a one (1) story clubhouse building containing among its facilities and amenities, a great room, an exercise room, offices, a billiards room, reception area, a veranda, men's and women's restrooms, and a children's playground area.

8.2 Master Declarant is the developer of The Crossings at Fleming Island. The Master Declaration sets forth the plan for development of The Crossings at Fleming Island by the Master Declarant. The Crossings at Fleming Island is a mixed-use development containing both residential and non-residential properties, and which may include certain "Common Areas," as described in the Master Declaration. The Crossings at Fleming Island Common Areas, if any, are owned and operated by the Master Association. All Owners in the Condominium have the right to use the Common Areas, if any, as further described in the Master Declaration.

8.3. A uniform community development district known as The Crossings at Fleming Island Community Development District (the "CDD") has been established pursuant to Chapter 190 of the Florida Statutes to administer portions of The Crossings at Fleming Island in which the Condominium is located. The CDD will provide certain urban community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD will impose taxes and/or assessments on The Crossings at Fleming Island through a special taxing CDD. These taxes will pay for the construction, operation, and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to county and all other taxes and assessment provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner in which case they will be payable directly to the Clay County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. All taxes of the CDD shall constitute a lien upon those portions of The Crossings at Fleming Island owned by any Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

8.4. The Crossings at Fleming Island is a Development of Regional Impact pursuant to Chapter 380, Florida Statutes, and the terms of the Development Order, Ordinance 88-87, recorded in Official Records Book 1197, Page 645, of the Public Records of the County, as same may be amended from time to time ("DRI"). The DRI conditions and restrictions are discussed in Article VI of the Master Declaration.

9. ASSOCIATION

9.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of this Condominium. Each Owner shall be a member of the Association as provided in the Condominium Documents, and the Association shall be a member of the Master Association as provided in the Master Declaration. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

9.2. Conveyance to Association.

The Association is obligated to accept any and all conveyances to it by Developer of a fee simple title, easements or leases to all or portions of its property.

9.3. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

9.4. Relationship to the Master Association

The Master Association has been organized for the purpose of administering the covenants and obligations relating to The Crossings at Fleming Island. All Owners within the Condominium have use rights to The Crossings at Fleming Island Common Areas and are obligated to pay assessments to the Master Association for any costs and expenses incurred by the Master Association in connection with its maintenance, repair and replacement obligations for the Common Areas, which shall be assessed and collected by the Association, as defined and described in the Master Declaration. Pursuant to that certain Special Warranty Deed (Parcel 24) recorded in Official Records Book 1716, Page 2082 of the Public Records of the County, the Condominium Property is deemed a "Multi-Family Parcel" as defined in Article II, Section 32 of the Master Declaration.

9.4.1. Supremacy of the Master Documents. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to the Condominium Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Documents and the Master Declaration. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration. The Association shall take no action in derogation of the rights of the Master Association.

9.4.2. Cumulative Effect; Conflict. The provisions of the Condominium Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Condominium Documents and the Master Documents, the latter (i.e., the Master Documents) shall be superior so long as the restrictions and conditions contained within the Master Documents does not conflict with the powers and duties of the Association or the rights of Owners as provided in the Act. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Master Association .

10. EASEMENTS

10.1. Perpetual Nonexclusive Easement to Public Ways and the Condominium Property.

The walks and other rights-of-way, if any, in the Condominium as shown on Exhibit B or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets and the Condominium Property, which easement is hereby created in favor of all the Owners in the Condominium now or hereafter existing for their use and enjoyment and for the use and enjoyment of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers,

representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

10.2. Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of the Condominium for ingress and egress and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later, Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

10.3. Easement for Encroachments.

10.3.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

10.3.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so

long as such encroachment exists, in favor of each Unit and the Owners thereof, their family members, guests, invitees and lessees for air space for any balcony, if any, of any Unit, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Unit in whose favor such easements exist.

10.3.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

10.4 Reservation for Periodic Inspections.

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, which may include, without limitation, photographing and/or videotaping such property and improvements, it shall pay all costs thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Unit(s) from any damages resulting therefrom. If Developer desires to inspect a Limited Common Element appurtenant to only one (1) Unit, Developer shall provide reasonable prior notice to the affected Owner, except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements in a manner consistent with the provisions of the Declaration or the Master Declaration, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements in such a manner shall relieve Developer and any predecessor Developer of any liability to the Association or to any Owner or occupant of a Unit for any condition of the Common Elements. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

10.5. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the storm water management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations, is hereby granted to each Owner and to all applicable governmental authorities.

10.6. Easements for Maintenance, Emergency, and Enforcement.

Developer grants to the Association easements over the Condominium Property as necessary for the Association to fulfill its maintenance, repair and replacement responsibilities under

this Declaration. The Association shall also have an easement and the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair or replacement of the Common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to any Unit. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capabilities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

10.7. Central Cable or Satellite Television Service, Telecommunication, Receiving and Distribution Systems

To the extent not inconsistent with Master Declarant's reserved rights in the Master Declaration, Developer hereby reserves the exclusive (to the extent permitted by law) and perpetual right and easement (but not the obligation) to install, provide, repair, operate, replace, expand, remove, relocate and maintain (and solicit customers for) in the Condominium and within all Units and Common Elements therein, any or all present or future systems and equipment which are or may be developed for the purposes of: (i) transmitting a television picture, whether transmitted by cable, fiber optics, over the air, satellite, or any other means which may become technologically feasible in the future (including, without limitation, any wireless system, any closed circuit, master antenna or cable television system, ancillary safety-related services, and any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment); or (ii) a telecommunication (including high speed data/internet/intranet services, and security monitoring) receiving and distribution system, including conduits, wires, amplifiers, towers, antennae, and other related apparatus and equipment (the "Systems"), all as Developer in its sole discretion deems appropriate. Owners, by acceptance of a deed to a Unit, hereby acknowledge and agree that the easement created in this Paragraph 10.7 is a reservation of rights to Developer, and that no fees, consideration or other amounts shall be paid to, or otherwise accrue in favor of the Association or the Owners with respect to the use of this easement. Such exclusive and perpetual right shall include, without limitation, Developer's right to select and contract (on behalf of the Association) with companies licensed to provide the foregoing services and Systems to the Condominium for a reasonable fee not to exceed the maximum allowable charge for such service, as such from time to time is defined by the laws, rules and regulations of the relevant government authority, if applicable. In furtherance of the foregoing, the Association may enter into bulk rate service agreements for the provision of the foregoing services and Systems to all Units and the Common Elements. The Association's expenses in this regard shall be a Condominium Common Expense and shall be equal shared equally per Unit and no Owner may be exempted from the foregoing by reason of waiver of the use or enjoyment of such services or Systems. If additional services or benefits are provided to particular Owners, the benefited Owner(s) shall pay the service provider directly for such services.

11. LIABILITY INSURANCE PROVISIONS

11.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in the Condominium Property, excluding the Units; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within the Condominium Property, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to the Condominium in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Developer or any other Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to each Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own Unit and, if the Owner so determines, for supplementing any insurance purchased by the Association. Each Owner shall also be responsible for the purchasing of insurance which covers damage to other Units caused by the Owner's negligence. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

11.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such

bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

11.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 11 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

12. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

12.1. Hazard Insurance.

Each Owner shall be responsible for the purchase of casualty insurance for all of his or her personal property including all floor, wall, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance for all portions of the Condominium Property located outside the Units, for the drywall located within the Units and all portions of the Condominium Property for which this Declaration otherwise requires coverage by the Association, all of which insurance shall insure all of the insurable improvements on or within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building and Garage Building now located or which may hereafter be located, built or placed within the Condominium Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Building" as used in this Article 12 does not include Unit floor coverings, wall coverings or ceiling coverings. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty

insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

12.2. Flood Insurance.

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in the Condominium Property, if available and at a reasonable premium, under the National Flood Insurance Program or any other governmental regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings, Garage Buildings and other insurable property located in the flood hazard area.

12.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium Property operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units within the Condominium Property ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within the Condominium Property, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Unit(s), Developer shall have the right, but not the obligation, to

require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within sixty (60) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

12.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

12.5. Restrictions of Mortgagees.

No mortgagee shall have the right to determine that the Condominium shall not be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

12.6. Distribution of Insurance Proceeds and Losses.

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

12.6.1. Loss to Unit Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units alone, without any loss to any other improvements within the Condominium Property, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the

Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Unit alone, the Common Elements or any combination thereof.

12.6.2. Loss to Units and Common Elements. In the event that a loss occurs as a result of damages to the improvements within the Common Elements and/or Units and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against each Unit setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 12.6.2(b) immediately preceding.

12.6.3. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the

Owners in proportion to their contributions by way of Special Assessment.

12.6.4. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within one hundred twenty (120) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

12.6.5. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium Property, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of the Condominium Property as previously constructed shall require approval by the Lead Mortgagee.

12.6.6. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within the Units alone, Common Elements alone or to improvements within any combination thereof.

12.6.7. Insurance Amounts. Notwithstanding anything in this Article 12 to the contrary, the amounts set forth for the purchase of insurance in this Article 12 are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

12.6.8. Miscellaneous Policy Requirements. Policies insuring the property within Cobblestone at Eagle Harbor, a Condominium purchased pursuant to the requirements of this Article 12 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

12.6.9. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 12, provided that the coverages required hereunder are fulfilled.

13. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

13.1. Proceedings

The Association shall represent the Owners in the condemnation proceedings or in

negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority. Each Owner of a Unit shall represent his or her interest in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of such Owner's Unit by the condemning authority.

13.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Common Elements or to a Unit by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

13.3. Disbursement of Funds

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

13.4. Unit Reduced But Tenatable

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

13.4.1. Affected Unit Made Tenatable. The Affected Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge against the Affected Unit.

13.4.2. Excess Distributed to Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Owner of the Affected Unit and to each Institutional Mortgagee of the Affected Unit, the remittance being made payable to the Owner and Institutional Mortgagees as their interests may appear.

13.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Unit is reduced by more than ten percent (10%) by the taking, the number representing the

share in the ownership of the Common Elements appurtenant to the Affected Unit shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Unit is reduced by the taking, and then the shares of all Units in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Units in proportion to their share of ownership in the Common Elements.

13.5. Affected Unit Made Untenantable

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

13.5.1. Payment to Owner and Institutional Mortgagee. The market value of the Affected Unit immediately prior to the taking shall be paid to the Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

13.5.2. Remaining Portion of Affected Unit. The remaining portion of the Affected Unit, if any, shall be released by the Institutional Mortgagee and conveyed by the Owner to the Association. Such remaining portion of the Affected Unit shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 13.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

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

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

13.5.5. Determination of Market Value of Affected Unit. If the market value of an Affected Unit prior to the taking cannot be determined by agreement between the Owner, the

Institutional Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Unit; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

13.6. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

13.7. Amendment of Declaration.

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, for so long as Developer holds any Units for sale in the ordinary course of business, all Owners and Listed Mortgagees ("Interested Parties"). As used in this Declaration, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale. The amendment shall become effective upon the recording of such amendment amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

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

14.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided

interest in the Common Elements, notwithstanding the requirement of Section 718.120(1) of the Act, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Condominium Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Owners of all Units. Each Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant fractional interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Unit and its appurtenant percentage interest in Common Elements.

14.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Condominium Common Expense in the Budget of the Association.

15. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

15.1. Single-Family Use.

The Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Units; provided, however, an Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 15.1. Such personal business use must, nonetheless, comply with any applicable governmental regulation.

15.2 Leases.

A Unit may not be leased for an initial term of less than six (6) months nor more than two (2) times per calendar year. There shall be no subleasing or assignment of leases without the prior written approval of the Association. All leases must be in writing, and a copy must be provided

to the Association upon execution. A Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and his or her family, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents.

15.3. Nuisance.

An Owner shall not permit or suffer anything to be done or kept in his or her Unit, which will: (i) increase the insurance rates on his or her Unit, the Common Elements or any portion of the Condominium Property; (ii) obstruct or interfere with the rights of other Owners or the Association; or (iii) annoy other Owners by unreasonable noises or otherwise. An Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Unit, on the Common Elements or any portion of the Condominium Property.

15.4. Signs.

An Owner (with the exception of Developer, until Developer no longer holds Units for sale) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of the Condominium Property, in or upon his or her Unit or in or upon his or her automobile so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities, until Developer no longer holds Units for sale.

15.5. Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time, an Owner and/or resident shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property; provided, however, an Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal

will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be kept tied outside a Unit, unless someone is present in the Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

15.6. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Unit shall be concealed from view from all other portions of the Condominium Property.

15.7. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

15.8. Removal of Sod and Shrubbery; Alteration of Drainage; Wetlands.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board. No removal of native vegetation from any wet retention area within the Condominium Property shall be permitted.

15.9. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite

dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association and the Master Association, as the case may be, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Paragraph 15.9 shall not apply to Developer for so long as Developer holds any Units for sale in the ordinary course of business. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale.

15.10. Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property, except in proper-sized, closed plastic bags for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be stored inside the Garages and kept in a clean condition with no noxious or offensive odors emanating therefrom.

15.11. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

15.12. Vehicles.

Tractors, motor homes, trailers (with or without wheels), recreational vehicles, boats and other watercraft, boat trailers, campers, camper trailers, motorcycles, trucks and vans and trucks used for commercial purposes and any vehicles with commercial writing on their exteriors shall be permitted to be on the Condominium Property only if kept fully enclosed in a Garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association shall have the right to

authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Owner or violator. In addition, the Board may adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

15.13. Garages.

No Garage shall be permanently enclosed so as to make such Garage unusable by an automobile, and no portion of a Garage originally intended for the parking of an automobile shall be converted into a living space or storage area. Garages are intended for the primary use of parking and storage of motor vehicles. Owners and their lessees and the family members, guests and invitees of such Owners and lessees, may not store personal property in a Garage and then park motor vehicles in the guest parking areas of the Condominium.

15.14. Projections.

No Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

15.15. Condition of Units.

Each Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

15.16. Hurricane Season and Hurricane Shutters.

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefore the Condominium Property is exposed to the potential damages of hurricanes, including but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of Developer. Each Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to departure by removing all furniture, potted plants and other movable objects, if any, from the Unit's entry area and by designating a responsible firm or individual satisfactory to the Association to care for his or her Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If hurricane shutters are installed which do not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Condominium location, and shall be removed or opened, as applicable, no later than ten (10) days after the cessation of a hurricane watch or warning for same.

The Board will adopt hurricane shutter specifications ("Hurricane Standards") in

accordance with Section 718.113(5) of the Act. The Hurricane Standards will be made available to an Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards.

15.17. Structural Modifications.

An Owner may not make or cause to be made any structural modifications to his or her Unit without the Board's prior written consent, which consent may be unreasonably withheld.

15.18. Tree Removal.

Developer makes no warranty or guarantee to Owners that any or all of the existing trees on the Condominium Property will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Condominium Common Expense. The removal of any landscaping is subject to the approval of the Board.

15.19. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents and Master Documents; (ii) apply equally to all lawful residents of the Condominium without discriminating on the basis of whether a Unit is occupied by an Owner or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Units for sale in the ordinary course of business, would not be detrimental to the sales of Units by Developer.

15.20. Limitations.

Notwithstanding anything contained in this Article 15 to the contrary, in the event any term or provision of this Article 15 is in conflict with any term or provision of the Master Declaration or any rule and regulation duly and validly adopted by the Master Association for The Crossings at Fleming Island, then such term or provision of the Master Declaration or such rule and regulation adopted by the Master Association shall control for so long as same is in effect.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

15.21. Garage Sales.

No garage sales shall be permitted within the Condominium Property.

15.22 Gas Scooters.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Condominium Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Condominium Property may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

15.23 Developer's Rental Program.

Developer reserves the right to conduct a rental program for Unit(s) owned by Developer. The number of Units available to be leased, and the specific Unit(s) available for the program shall be any Unit(s) owned by Developer. Developer intends to reserve these rights until such time as Developer no longer holds any Units for sale in the Condominium in the ordinary course of business. Rental agreements for a night, weekend, or other brief period under one (1) month as may be determined by Developer shall have provisions comparable to rental agreements used in similar developments; leases for one (1) month or such other longer period as may be determined by Developer shall have provisions comparable to residential leases used in comparable projects.

15.24 Additional Restrictions.

For additional restrictions which are applicable to the Condominium Property and the Owners, please refer to the Master Documents and the Master Declaration. The Master Declaration contains use restrictions regarding land areas in The Crossings at Fleming Island. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Documents, the provisions of the Master Documents shall control so long as the restrictions and conditions contained within the Master Documents do not conflict with the powers and duties of the Association or the rights of Owners as provided in the Act; provided, however, that this Declaration and the other Condominium Documents may contain provisions more restrictive than contained in the Master Documents, in which event such more restrictive provisions shall control.

16. ASSIGNMENT OF UNCOVERED PARKING SPACES AND GARAGES

16.1. Uncovered Parking Spaces

The use of uncovered parking spaces within the Condominium Property have been set aside for the exclusive use of the Owners and their lessees and the family members, guests and invitees of such Owners and lessees. All uncovered parking spaces on the Common Elements shall be available on a first come, first serve basis; provided, however, Developer and/or the Association reserve the right to assign uncovered parking spaces at any time to specific Units and to enforce such parking space assignments on such terms and conditions as Developer or the Board may from time to time determine. Additionally, Developer or the Association, as applicable, may assign and/or reassign uncovered parking spaces in order to accommodate a handicapped Owner. Notwithstanding the foregoing, Developer specifically reserves the right to reserve parking spaces for "customer or employee parking only" in connection with its sales activities.

16.2. Assignment of Garages

16.2.1 For additional consideration paid to Developer, a Unit shall be assigned a Garage, if available. Any Unit to which the use of a Garage is assigned shall have the exclusive right to the use thereof. The use of an assigned Garage shall thereupon be appurtenant to said Unit as a Limited Common Element thereto and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a Garage is appurtenant, the Unit receiving such title shall automatically be assigned the Garage assigned to such Unit.

16.2.2 The original assignment by Developer or the Association to a Unit of the use of a Garage shall be made by a written "Garage Assignment" form ("Assignment") in which the particular Garage is described. The Association shall maintain a book ("Book") for the purpose of recording the current assignee of each Garage. Upon assignment of a Garage by Developer, Developer shall cause the Association to record such Assignment in the Book, and the Unit to which such use is assigned shall have the exclusive right to the use of such assigned Garage. The use right to such Garage shall thereupon be appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of such assigned Garage is appurtenant, the new Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Garage and the name of the transferee and the transferee's Unit number.

16.2.3 The use of an assigned Garage may be transferred by an Owner to another Owner, provided that the transferor shall execute a written Assignment which shall describe the Garage, the Unit to which it was appurtenant, the name of the transferee and the transferee's Unit

number, and furnish a true copy of the same to the Association, which shall record such Assignment in the Book.

16.2.4 In the event any Garages have not been assigned to the use of any particular Unit after Developer no longer holds any Units for sale in the ordinary course of business, such Garages may be assigned, used or leased on such terms and conditions as the Board may from time to time determine.

17. MAINTENANCE AND REPAIR PROVISIONS

17.1. By Owners

17.1.1. Maintenance and Repair. Each Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Unit and Limited Common Elements, including, if applicable, the interior of the Garage, the garage door mechanisms and appurtenant equipment, and the following equipment or fixtures if located within his or her Unit or on the Limited Common Elements assigned to his or her Unit: electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets, all window panes, window screens and all interior surfaces within or surrounding his or her Unit (such as the surfaces of the walls, ceilings, floors and walkway) and all exterior doors (with the exception of replacement of Garage doors, which shall be the obligation of the Association), casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Unit. Every Owner must perform promptly all maintenance and repair work within his or her Unit, as aforesaid, which if not performed would affect the Condominium Property or a Unit belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above-mentioned responsibilities may engender. Said Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

In addition to the foregoing, each Owner shall be required to maintain appropriate climate control, keep his or her Unit clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold from accumulating in the Unit. Each Owner shall be required to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where the Condominium Property is located, molds, mildew, toxins and fungi may exist and develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Each Owner, whether or not occupying the Unit, shall continuously run the air conditioning to maintain the Unit temperature at a maximum temperature of seventy-eight

(78°) degrees, to minimize humidity in the Unit. Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Unit, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Owner shall be responsible for damage to the Unit and personal property as well as any injury to the Owner and/or occupants of the Unit resulting from the Owner's failure to comply with these terms. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Unit if the Owner fails to remediate same and each Owner shall be responsible for the repair and remediation of all damages to the Unit caused by mold.

By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer shall not be responsible, and Developer hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Owner). References in this section regarding climate control and air conditioning shall only be applicable to those portions of the Unit that are air conditioned.

17.1.2. Alterations. No Owner shall make any alterations in any portion of the Buildings, the Common Elements or Limited Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Buildings, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Buildings without first obtaining the written consent of the Board and the Master Association, as applicable.

17.1.3. Painting and Board Approval. No Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Buildings maintained by the Association, including doors or window frames (except for replacing window panes), *etc.* No Owner shall have any exterior lighting fixtures, mail boxes, window

screens, screen doors, doorbells, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Buildings maintained by the Association without first obtaining specific written approval of the Board and the Master Association, as applicable. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Buildings maintained by the Association and unless such items substantially conform to the architectural design of the Buildings and the design of any such items which have previously been installed at the time the Board approval is requested.

17.1.4. Duty to Report. Each Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property, the responsibility for the remedying of which is that of the Association.

17.1.5. Use of Licensed Plumbers and Electricians. No Owner shall have repairs made to any plumbing or electrical wiring within a Unit, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Unit shall be paid for by and shall be the financial obligation of the Owner, unless such repairs are made in a Unit to plumbing and electrical systems servicing more than one (1) Unit.

17.1.6. Access by Association. Each Owner shall permit the Association to have access to his or her Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or another Unit.

17.1.7. Air Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Unit shall be maintained, replaced or repaired by the Owner whose Unit is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

17.1.8. Liability for Actions. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. An Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

17.2. By the Association.

17.2.1. Improvements. The Association shall maintain, repair and replace as

necessary all of the Common Elements, including the drives, Driveways, covered walkways, recreational facilities, landscaping and sprinkler systems as well as exterior surfaces of the Buildings, including the replacement of Garage doors and the painting of the exterior surfaces thereof. Notwithstanding the foregoing, the Association's maintenance responsibility for Driveways shall not include day-to-day, routine, cleaning; rather cleanup of Driveways shall be the responsibility of the Owner who is entitled to use such Driveway. The Association shall maintain and repair all exterior walls of the Buildings.

17.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Unit. Water and sewer service is provided by a private utility, the facilities and equipment of which are the maintenance obligation of the Association. Notwithstanding anything to the contrary herein, in the event that the drainage and stormwater management system and facilities located on the Condominium Property are the maintenance responsibility of the Master Association or the CDD, as the case may be, then the Association shall be relieved of such maintenance, repair and replacement obligation.

17.2.3. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Condominium Common Expense.

17.2.4. Maintenance of Other Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Condominium Common Expense.

17.3. Developer's Warranties.

Notwithstanding anything contained in this Article 17 to the contrary, each Owner acknowledges and agrees that Developer shall be irreparably harmed if an Owner undertakes the repair or replacement of any defective portion of a Unit, a Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Cobblestone at Eagle Harbor, a Condominium during the time in which Developer is liable under any warranties in connection with the sale of any Unit. Accordingly, each Owner hereby agrees (i) to promptly, upon such Owner's knowledge of the existence of any such portion Owner deems to be defective, provide written notice to Developer specifying each such defective portion, upon the receipt of which, and if Developer agrees with Owner regarding any such defect, Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective

portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period and Developer agrees in writing such portion is defective, such Owner may repair or replace same. If any Owner fails to comply with the provisions of this Paragraph 17.3, such Owner will be deemed to have breached his or her obligation to mitigate damages and such Owner's conduct shall constitute an aggravation of damages. It is the intention of this Paragraph 17.3 to grant certain rights to Developer which are in addition to those rights provided to Developer in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time of recording this Declaration. If a court of law should determine that any of the terms of Paragraph 17.3 conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

17.4. Alterations and Improvements.

The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements which are approved by the Board and the Master Association which do not prejudice the rights of any Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of an Owner or Institutional Mortgagee, the consent of such Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Owners of two-thirds (2/3) of the Units if the cost of the same shall be a Condominium Common Expense which shall exceed One Thousand Dollars (\$1,000) per Unit. The cost of such alterations and improvements shall be assessed among the Owners in proportion to their share of Condominium Common Expenses.

17.5. Conformity with Master Declaration.

Notwithstanding anything contained in this Article 17 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Master Declaration and all other valid terms and provisions thereof, including, but not limited to, any approvals and/or standards as required by the Master Association.

17.6. Community-Wide Standard of Maintenance.

The Association and all Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the community-wide standard established pursuant to the Master Declaration and the Master Association.

18. CONDOMINIUM ASSESSMENTS FOR CONDOMINIUM COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

18.1. Affirmative Covenant to Pay Condominium Common Expenses.

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements, for the recreation, safety, welfare, and benefit of Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Units and the Owners thereof the affirmative covenant and obligation to pay the Condominium Assessments including, but not limited to, the Annual Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Unit, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Condominium Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Unit therein.

18.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 19 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Condominium Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Condominium Assessment is made. Each Condominium Assessment against a Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Condominium Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

18.2.1. Personal Obligation. Each Condominium Assessment against a Unit, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed.

18.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Unit by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Unit by deed in lieu of foreclosure, shall be liable for the unpaid Condominium Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County.

Condominium Assessments which are not due from such Institutional Mortgagee shall become a Condominium Common Expense collectible from all Owners pursuant to Paragraph 20.9 hereof.

18.3. Enforcement.

In the event that any Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Unit within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

- (i) To advance, on behalf of the Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Owner in failing to make his or her payments;
- (ii) To accelerate the entire amount of any Annual Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

19. METHOD OF DETERMINING, ASSESSING AND COLLECTING CONDOMINIUM ASSESSMENTS

The Condominium Assessments as hereinafter set forth and described shall be assessed to and collected from Owners on the following basis:

19.1. Determining Annual Assessment.

19.1.1. Expenses. The total anticipated Condominium Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Condominium Common Expenses shall be that sum necessary for the maintenance and operation of the

Condominium and such expenses shall be allocated to the Units based upon each Unit's share of the Condominium Common Expenses, which allocated sum, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted quarterly in the instance where the Board determines that the estimated Condominium Common Expenses are insufficient to meet the actual Condominium Common Expenses being incurred, in which event the anticipated Condominium Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

19.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year.

19.2. Developer's Guarantee.

Commencing upon the recording of the Declaration and terminating upon the first (1st) day of the first (1st) calendar month following the recording of the Declaration ("Guarantee Period for Condominium Common Expenses"), Developer guarantees that Condominium Assessments for Condominium Common Expenses of the Association will not exceed certain amounts. The guaranteed amount is as follows: Unit Type A1: \$1,854.46, annually or \$154.54 monthly; Unit Type A2: \$2,029.05, annually or \$169.09 monthly; Unit Type B1: \$2,432.50, annually or \$202.71 monthly; Unit Type B2: \$2,604.74, annually or \$217.06 monthly; Unit Type C1: \$2,769.89, annually or \$230.82 monthly; and Unit Type C2: \$2,942.13, annually or \$245.18 monthly. Developer will pay all Condominium Common Expenses not paid for by Condominium Assessments of Units ("Guarantee for Condominium Common Expenses"). Developer's guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. The expiration of the guarantee period is the first (1st) day of the first (1st) calendar month following the month in which the Declaration is recorded; provided, however, that the Guarantee for Condominium Common Expenses shall automatically terminate on the Majority Election Date (as defined in the Articles) in the event the Majority Election Date occurs prior to the first (1st) day of the first (1st) calendar month following the month in which the Declaration is recorded.

Notwithstanding anything contained in this Paragraph 19.2 to the contrary, Developer reserves the right to extend the guarantee period for twenty-four (24) additional one (1) month periods ("Optional One [1] Month Guarantee Period Extension"); provided, however, the Guarantee for Condominium Common Expenses shall terminate on the Majority Election Date in the event the Majority Election Date occurs prior to the expiration of any Optional One (1) Month Guarantee Period Extension.

Condominium Assessments determined as provided in Paragraph 19.1 of this Declaration or the Bylaws shall be determined and made commencing the first (1st) day of the first (1st) calendar month following the month in which the Declaration is recorded, if Developer does not choose the option to extend the guarantee period, or on the day following the end of any Optional One (1) Month Guarantee Period Extension, if Developer chooses the option to extend the guarantee period or the date when control of the Association is turned over to Owners other than Developer, whichever is the sooner to occur and Developer will pay any such Assessments for any of the Units

owned by Developer from and after such date.

19.3. Special Assessments.

In addition to the Annual Assessment, Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Unit in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Unit or in otherwise enforcing the provisions of the Condominium Documents; (iii) the failure or refusal of other Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

19.4. Master Association Common Expenses.

All Owners, lessees, and occupants of Units in the Condominium shall, subject to the Master Documents, have access to and use of various services and facilities, if any, provided by the Master Association. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium Documents, he or she is also subject to the Master Documents. Membership and voting rights of Owners in the Master Association is as set forth in the Master Documents. Each Unit is subject to assessment by the Master Association.

20. CONDOMINIUM COMMON EXPENSES

The following expenses are declared to be Condominium Common Expenses of the Condominium which each Owner is obligated to pay to the Association as provided in this Declaration and the other Condominium Documents.

20.1. Utility Charges.

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Condominium Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements.

20.2. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property, or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Condominium Common Expenses.

20.3. Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Condominium Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association, which shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Condominium Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 19.3 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction, if possible, within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

20.4. Maintenance, Repair and Replacements.

Condominium Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all Buildings, improvements, the storm water management system, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including drives, Driveways, covered walkways, recreational facilities, landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Master Declaration and the other Master Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of the private water and sewer system serving the Condominium Property, and pumps or other equipment, if any, located upon or servicing the Condominium Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 19.3 of this Declaration.

20.5. Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of

the Association as to the Condominium shall be deemed to be Condominium Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise-related entity of Developer) to assist in the operation of the Condominium Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Condominium Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

20.6. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

20.7. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Condominium Common Expense.

20.8. Failure or Refusal of Owners to Pay Annual Assessments.

Funds needed for Condominium Common Expenses due to the failure or refusal of Owners to pay their Annual Assessments levied or billed shall, themselves, be deemed to be Condominium Common Expenses and properly the subject of a Condominium Assessment.

20.9. Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

20.10. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents or the Master Declaration must also be approved by a majority vote of the Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

20.11. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Condominium Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

Developer as the sole member of the Association has exercised or will exercise the right pursuant to Section 718.112(2)(f)2 of the Act to waive statutory Reserves for the first fiscal year of the Association's operation. Developer intends to cast its votes to waive reserves for the second fiscal year of the Association's operations.

20.12. Miscellaneous Expenses.

Condominium Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Condominium Common Expense by the Board.

20.13. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be a Condominium Common Expense commencing with the recordation of this Declaration.

21. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

21.1. Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Units and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

21.2. Incorporation of Section 718.107 of the Act.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

22. PROVISIONS RELATING TO SEVERABILITY

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

23. PROVISIONS RELATING TO INTERPRETATION

23.1. Titles.

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

23.2. Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

23.3. Member.

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

23.4. Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the “rule against perpetuities” or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, “measuring lives” shall be that of the incorporator of the Association.

24. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Owners’ or other parties’ failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

25. PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

25.1. Developer’s Reserved Right.

Developer reserves the right to alter, change or modify the interior design and arrangement of all Units and to nonmaterially alter the boundaries between the Units as long as Developer owns the Units so altered (which alterations in Developer’s Units are hereinafter referred to as the “Alterations”).

25.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Units owned by Developer and the Common Elements therein will first require an amendment to this Declaration in the manner provided in Article 26 hereof.

In the event Alterations do not require an amendment in accordance with the above

provisions, then, as long as Developer owns the Units being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration.

26. PROVISIONS FOR AMENDMENTS TO DECLARATION

26.1. General Procedure.

Except as to the Amendment described in Paragraph 25.2 hereof, and the matters described in Paragraphs 26.2, 26.3, 26.4, 26.5, 26.6, 26.7 and 26.8 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and the amendment shall be recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer, for so long as Developer holds any Units for sale in the ordinary course of business, and to all Listed Mortgagees ("Mailing"). The amendment shall become effective upon its recording amongst the Public Records, but the amendment shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer, for so long as Developer holds any Units for sale in the ordinary course of business, and all Listed Mortgagees.

26.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which the Owner shares the Condominium Common Expenses and owns the Common Surplus and Common Elements or the Unit's voting rights in the Association, unless: (i) the record owner of the Unit and (ii) all record owners of liens on the Unit join in the execution of the amendment; and (iii) all the record owners of all other Units approve the amendment. Any such amendment shall be evidenced by a certificate joined in and executed by all the Owners and all Institutional Mortgagees holding mortgages thereon, whose consent may not be unreasonably withheld, and shall be recorded in the same manner as provided in Paragraph 26.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Units encumbered by mortgages held by Institutional Mortgagees.

26.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the

Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer, for so long as Developer holds any Units for sale in the ordinary course of business, and all Listed Mortgagees.

26.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, for so long as Developer holds any Units for sale in the ordinary course of business, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, for so long as Developer holds any Units for sale in the ordinary course of business, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment that would affect the surface water or stormwater management system(s), beyond maintenance in its original condition, including the water management portions of the Common Elements must have the prior written approval of the Master Declarant and/or the CDD, any governmental or quasi-governmental entity having jurisdiction thereover, if applicable, and Developer, for so long as Developer holds any Units for sale in the ordinary course of business.

26.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Owners provided that such amendment does not materially and adversely affect the rights of Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

26.6. Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

26.7. Veterans Administration Approval.

In the event that the Condominium receives Veterans Administration project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, must be approved by the Administration of Veteran Affairs so long as Developer is in control of the Association.

26.8. Amendments Regarding Tenants/Leasing Restrictions.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present). Any amendment to any of the Condominium Documents restricting an Owner's right to lease his or her Unit shall be adopted in accordance with the Act.

26.9. Condominium Documents and Master Declaration.

The Articles, Bylaws and other Condominium Documents shall be amended as provided in such documents. The Master Declaration, Articles of Incorporation of the Master Association and Bylaws of the Master Association shall be amended as provided in the respective Master Documents.

26.10. Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision ____ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

27. PROVISIONS SETTING FORTH RIGHTS OF DEVELOPER TO SELL UNITS

27.1. Developer's Right to Convey.

Until Developer no longer holds Units for sale in the ordinary course of business or until turnover of control of the Association to the Owners, whichever occurs later, whether by

reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale.

27.2. Developer's Right to Transact Business.

Until Developer no longer holds Units for sale in the ordinary course of business or until turnover of control of the Association to the Owners, whichever occurs later, Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of the Land any business necessary to consummate the sale, lease or encumbrance of Units including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Units and including the right to carry on construction activities of all types necessary to construct all improvements in Condominium pursuant to the plan for development as set forth in Article 8 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer has reserved the right for itself and any of its affiliates to utilize the models for other communities located in The Crossings at Fleming Island or elsewhere, as Developer and/or any of Developer's affiliates as developers of other communities in The Crossings at Fleming Island, or elsewhere, may so determine, in their sole discretion, until Developer no longer holds Units for sale or until turnover of control of the Association to the Owners, whichever occurs later. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale.

27.3. Assignment.

This Article 27 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 27 may be assigned in writing by Developer in whole or in part.

28. GENERAL PROVISIONS

28.1. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

28.2. Rights of Mortgagees.

28.2.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering Units. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 28.2.1, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Unit on which it has (or insures or guaranties) the mortgage.

28.2.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Unit and the legal description of such Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

28.2.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

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

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

28.2.2.4. Any failure by an Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

28.2.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

28.2.4. Right to Cover Cost. Any Listed Mortgagee shall have the right, but not the obligation, and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, any Listed Mortgagees shall have the right, but not the obligation, and at its sole option, to pay insurance premiums or fidelity bond premiums or any

New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

28.3. Developer Approval of Association Actions.

Notwithstanding anything in this Declaration to the contrary, while Developer holds Units for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as an Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Condominium Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Units.

28.4. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 7001 Lake Ellenor Drive, Suite 200, Orlando, FL 32809, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 7001 Lake Ellenor Drive, Suite 200, Orlando, FL 32809, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

28.5. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to the Units.

28.6. Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

28.7. Lease.

A lessee of a Unit shall by execution of a lease be bound by all applicable terms and provisions of this Declaration and be deemed to accept his or her leasehold estate subject to this Declaration, the Master Documents and the Master Declaration, agree to conform and comply with all provisions contained herein and therein and allow the lessor, the Association and the Master Association to fulfill all obligations imposed pursuant thereto. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association upon execution.

28.8. Documents.

Any person reading this Declaration is hereby put on notice that this Condominium is part of The Crossings at Fleming Island and, as such, is subject to the Master Declaration and the Master Documents, as such documents may be amended and supplemented from time to time. These documents and all amendments and supplements thereto are superior to this Declaration and should be read in conjunction with this Declaration and the other Condominium Documents.

28.9. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, THE CDD, THE MASTER ASSOCIATION NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY. ALL OWNERS AGREE TO HOLD DEVELOPER, THE CDD, THE MASTER ASSOCIATION AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, THE MASTER ASSOCIATION, THE CDD, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, THE MASTER ASSOCIATION, THE CDD, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE

ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF AN OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, THE CDD, THE MASTER ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, THE CDD AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF AN OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

29. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

29.1 Agreement.

The Condominium may be terminated at any time by written agreement of the Owners of at least three fourths (3/4) of the Units and the Lead Mortgagee.

29.2. Certificate of Termination; Termination Trustee.

The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney,

designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Owners of legal title and vests legal title to all real and personal property formerly the Condominium Property ("Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Owners as tenants in common in the same undivided shares each Owner previously owned in the Common Elements. On termination, each lien encumbering a Unit shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority.

29.3. Wind-up of Association Affairs.

The termination of the Condominium does not, by itself, terminate the Association. The former Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and the Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

[Signatures appear on following page]

5th IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this day of July, 2006.

WITNESSES:

DEVELOPER:

VINEYARD AT EAGLE HARBOR, L.L.C., a
Florida limited liability company

By: Tarragon Development Company, LLC, a
Delaware limited liability company, its
managing member

By: Tarragon Corporation, a Nevada
corporation, its manager

[Signature]
Print Name: JJ Ruggiero
Kathleen S. Markell
Print Name: Kathleen S. Markell

[Signature]
by: Marcy H. Kammerman
Name: Marcy H. Kammerman
Title: Executive Vice President

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Marcy H. Kammerman the Executive Vice President of TARRAGON CORPORATION, a Nevada corporation, the Manager of TARRAGON DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, the managing member of VINEYARD AT EAGLE HARBOR, L.L.C., a Florida limited liability company, on behalf of the company and as an act of such corporation. He/She is personally known to me or produced _____ as identification.

Kathleen S. Markell
Notary Public, State of Florida
Kathleen S. Markell
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

FTL:1756008:5


 Kathleen S. Markell
My Commission DD176076
Expires March 08, 2007

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

Legal Description of the Land

A PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA;
SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, 1331.10 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 00 SECONDS WEST 52.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-220 AND THE POINT OF BEGINNING; THENCE ON LAST SAID LINE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST 1153.19 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 20 SECONDS EAST 784.80 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 03 SECONDS WEST 196.26 FEET; THENCE SOUTH 12 DEGREES 40 MINUTES 05 SECONDS WEST 117.86 FEET; THENCE SOUTH 20 DEGREES 54 MINUTES 08 SECONDS EAST 110.32 FEET; THENCE SOUTH 48 DEGREES 58 MINUTES 18 SECONDS EAST 102.15 FEET; THENCE 78 DEGREES 12 MINUTES 11 SECONDS EAST 91.17 FEET; THENCE SOUTH 80 DEGREES 14 MINUTES 20 SECONDS EAST 45.88 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 28 SECONDS WEST 165.57 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE ON LAST SAID LINE SOUTH 89 DEGREES 57 MINUTES 08 SECONDS WEST 1335.01 FEET TO THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE ON LAST SAID LINE NORTH 04 DEGREES 23 MINUTES 00 SECONDS EAST 1404.50 FEET TO THE POINT OF BEGINNING, BEING 38.036 ACRES, MORE OR LESS, IN GROSS AREA.

LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED LAND CONTAINS 37.988 ACRES, MORE OR LESS, IN NET AREA.

EXHIBIT B
DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans and Graphic Descriptions of
Improvements

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FOR COBBLESTONE AT EAGLE HARBOR , A CONDOMINIUM, MAP OF SURVEY AND, GRAPHIC DESCRIPTION

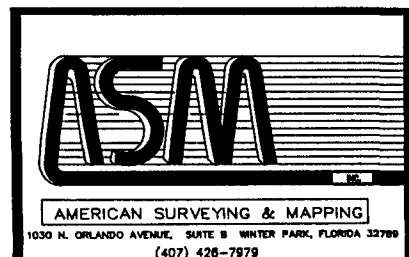
THIS CERTIFICATION MADE THIS 18th DAY OF MAY, 2006, BY THE UNDERSIGNED FIRM IS MADE PURSUANT TO THE PROVISIONS OF SECTION 718.104 (4) (a) OF THE FLORIDA STATUTES, AS AMENDED, AND IS A CERTIFICATION THAT THE FOLLOWING 181 PAGES ARE AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS DESCRIBED THEREON; AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED ALSO CERTIFIES THAT THIS MAP OF SURVEY, AS BUILT SURVEY AND GRAPHIC DESCRIPTION ARE IN COMPLIANCE WITH THE "MINIMUM TECHNICAL STANDARDS" PROMULGATED PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DATE: 05/25/06

DAVID M. DELUIPPO,
PROFESSIONAL SURVEYOR & MAPPER, PLS # 5038
THESE EXHIBITS ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER
(CERTIFICATE OF AUTHORIZATION No. LB. 6393)



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

NOTES TO SURVEY

1. DESCRIPTION OF UNITS

Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

A. Upper Boundaries

The upper boundary of each Unit shall be the horizontal plane of the unfinished ceiling extended to an intersection with the perimetrical boundaries.

B. Lower Boundaries

The lower boundary of each Unit shall be the horizontal plane of the unfinished floor slab of that Unit extended to an intersection with the perimetrical boundaries.

C. Perimetrical Boundaries

The perimetrical boundaries of each Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

(1) EXTERIOR BUILDINGS WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.

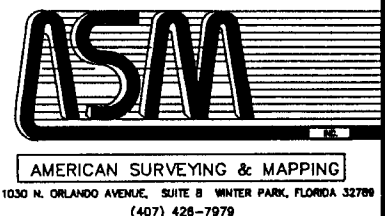
(2) INTERIOR BUILDINGS WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing Units extended to intersections with other perimetrical boundaries.

Drywall is included within the boundaries of each Unit.

D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof, shall be included in the boundaries of each Unit.



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

NOTES TO SURVEY

E. Air Conditioning Units

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

F. Excluded From Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit but which serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Nor shall it include columns or partitions contributing to support of the Building. The items here identified are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Unit and all columns or partitions contributing to support of the Building are Common Elements.

C. All conduits and wire to outlets, all other utility lines to outlets and all waste pipes, regardless of location, are Common Elements.

D. The Common Elements are subject to certain easements set forth in Article 10 of the Declaration of Condominium.

E. The Garages and Driveways so designated on the Survey are Limited Common Elements reserved for the use of the Unit Owner(s) of the Unit(s) adjacent or assigned thereto.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Units and as shown on the Survey ("A/C Pads") are Limited Common Elements reserved for the use of the Owners of the Units served by such equipment.

The definitions set forth in the Declaration of Condominium are incorporated herein.



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

LEGAL DESCRIPTION

A PART OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA;
SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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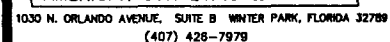
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AMERICAN SURVEYING & MAPPING

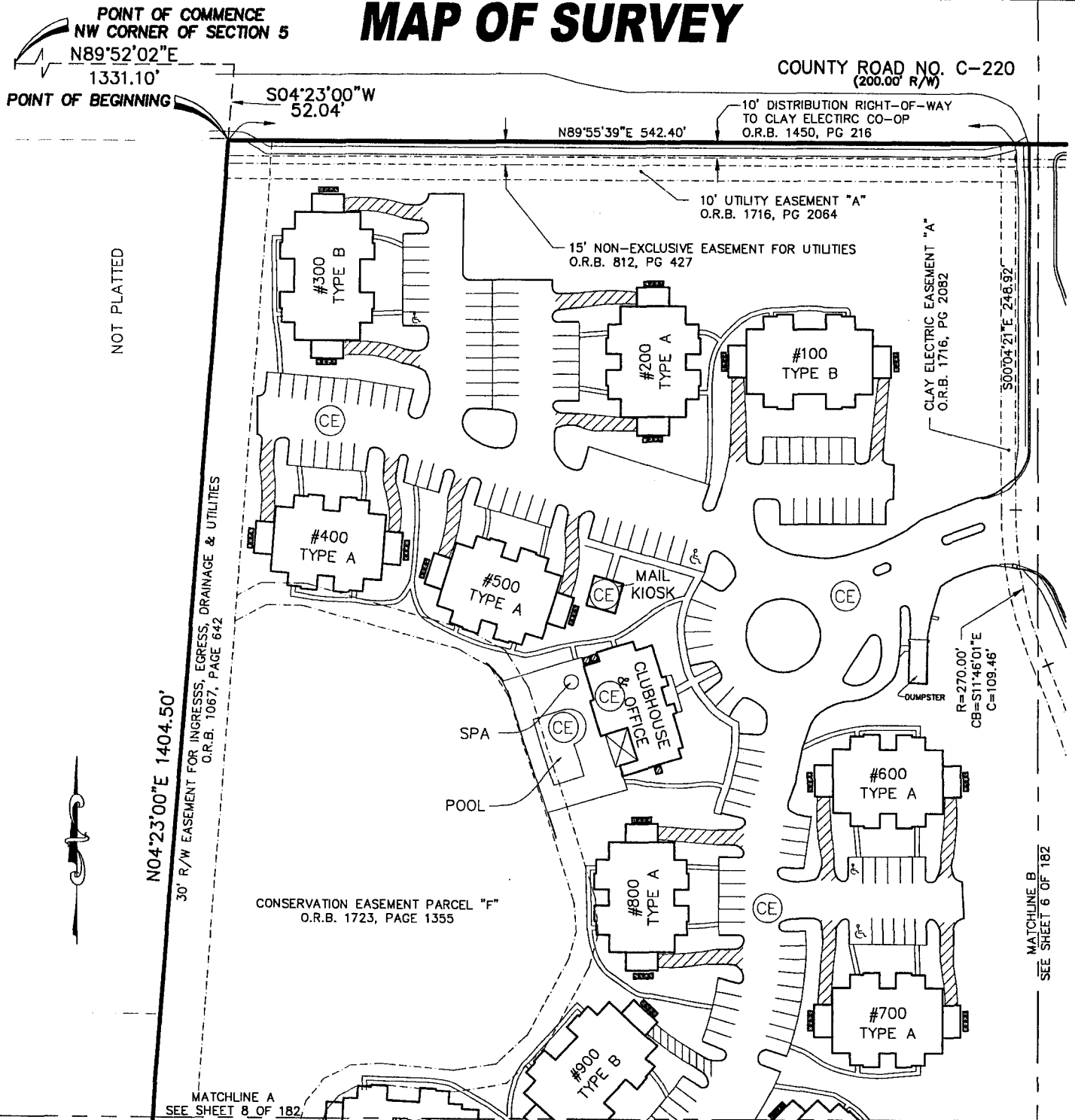
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 426-7979

OVERALL MAP OF SURVEY



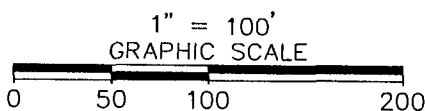
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

MAP OF SURVEY



LEGEND:

- (CE) = COMMON ELEMENT
- O.R.B. = OFFICIAL RECORD BOOK
- [Hatched Box] = LIMITED COMMON ELEMENT

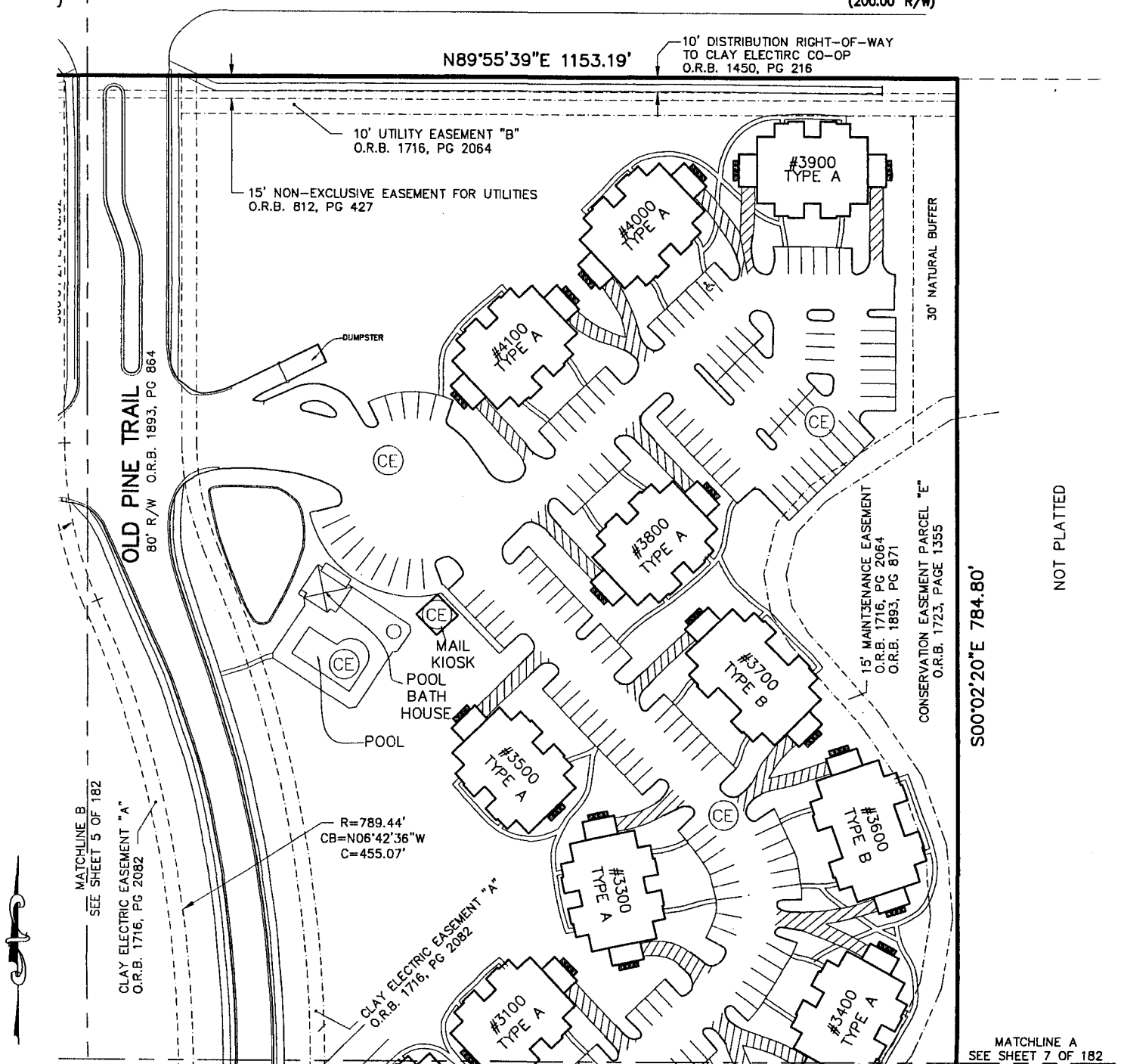


AMERICAN SURVEYING & MAPPING
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

MAP OF SURVEY

COUNTY ROAD NO. C-220
(200.00' R/W)



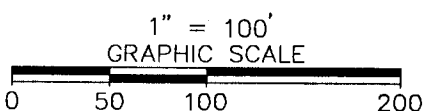
LEGEND:

(CE) = COMMON ELEMENT

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[Hatched Box] = LIMITED COMMON ELEMENT

R/W = RIGHT OF WAY



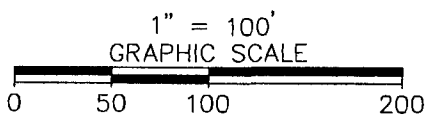
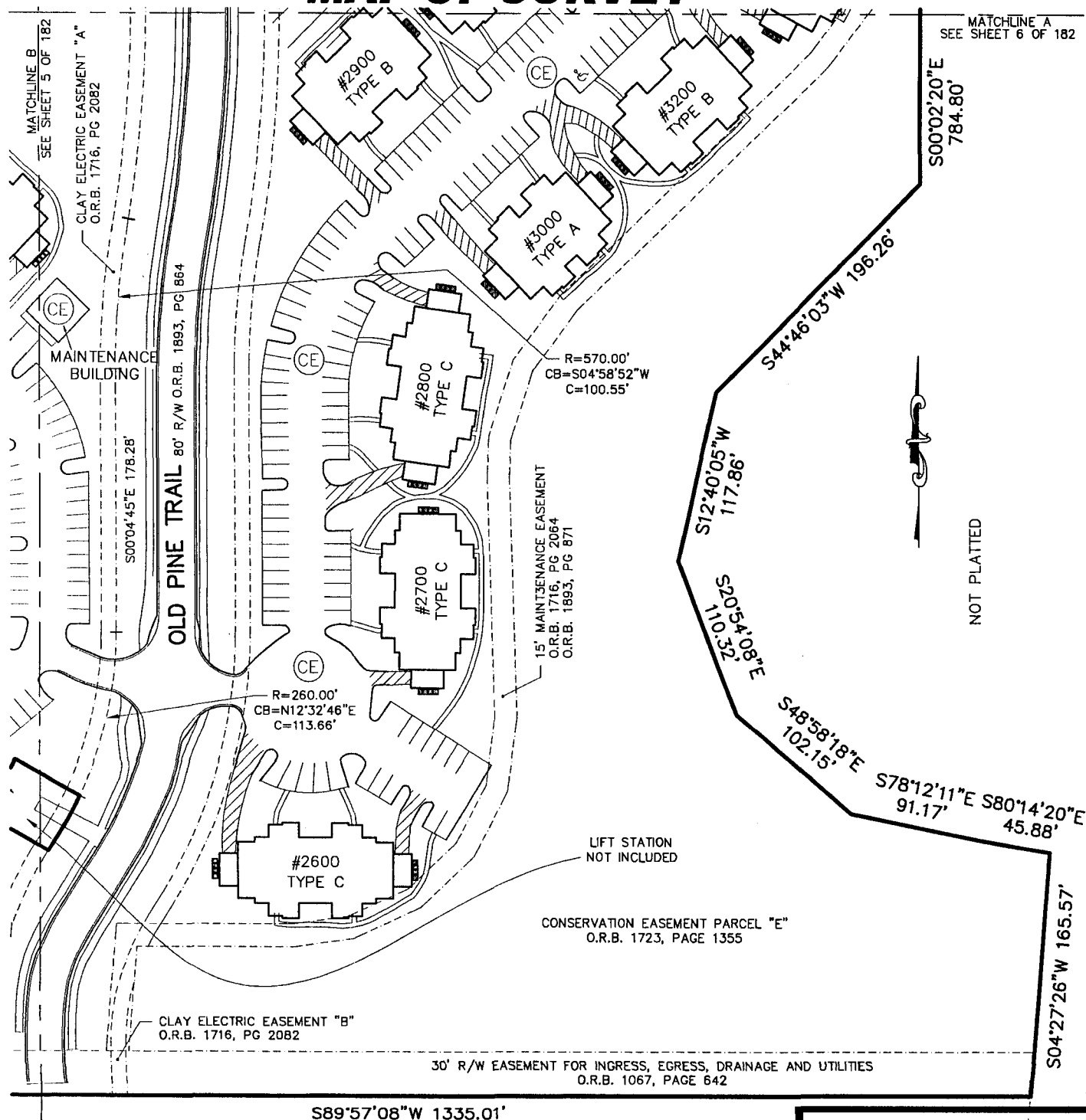
05/25/06 PAGE 7 OF 182



AMERICAN SURVEYING & MAPPING
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

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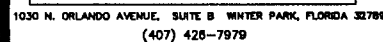
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05/25/06 PAGE 8 OF 182



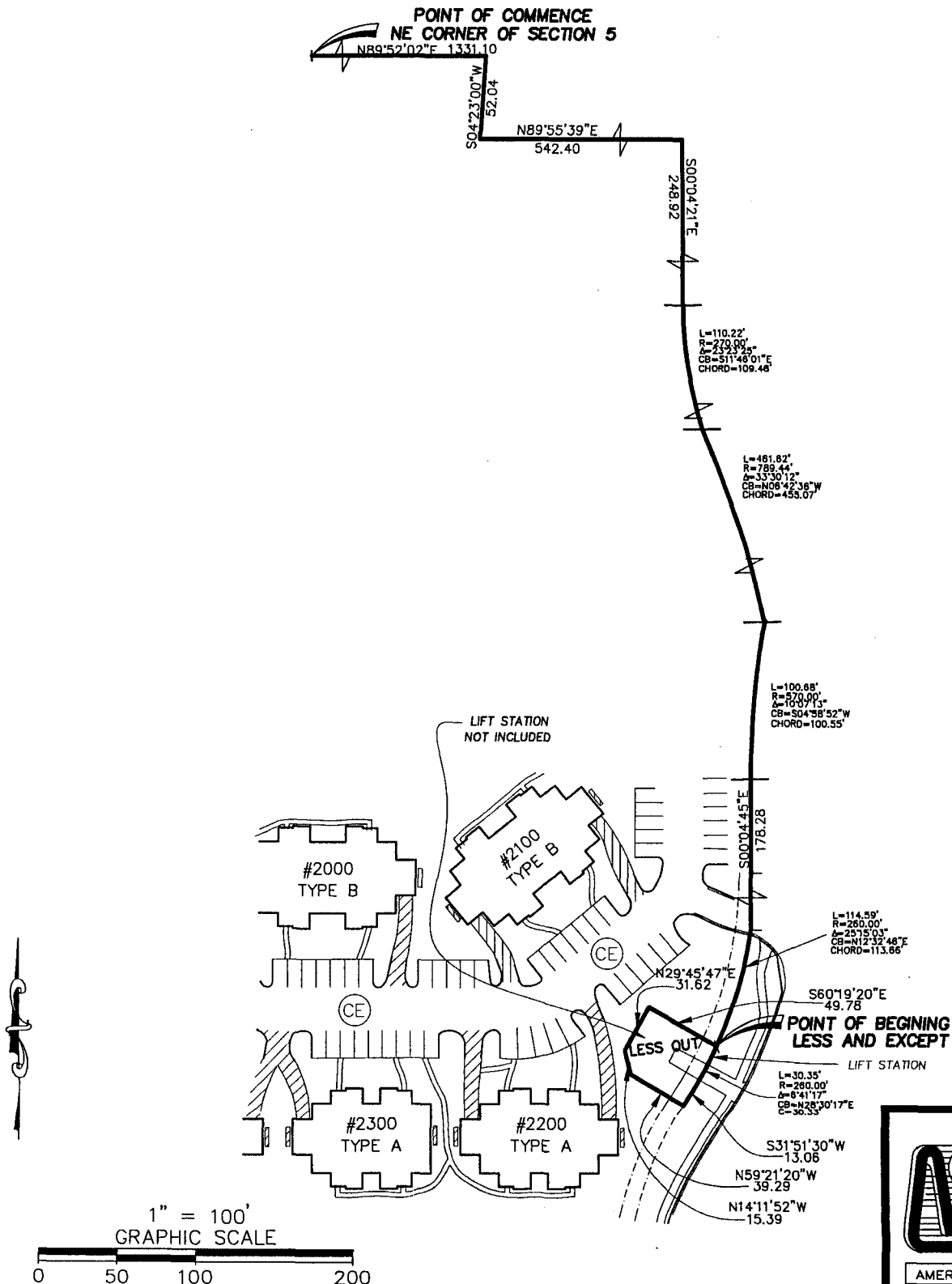
MAP OF SURVEY



A horizontal scoring scale from 0 to 200. The scale is marked at 0, 50, 100, and 200. A vertical line is drawn at the 100 mark, and the area to the right of this line is shaded black.

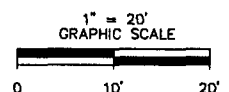
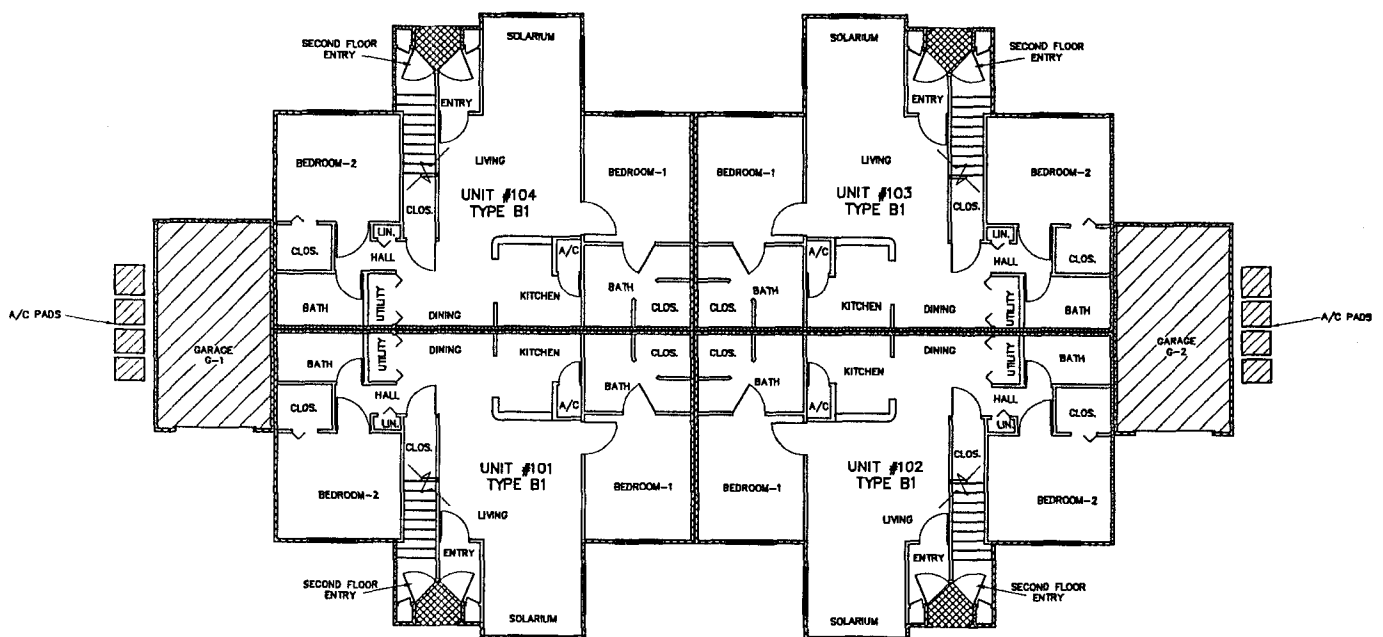
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

DETAIL LESS AND EXCEPT



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 100 FIRST FLOOR

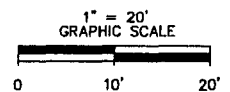
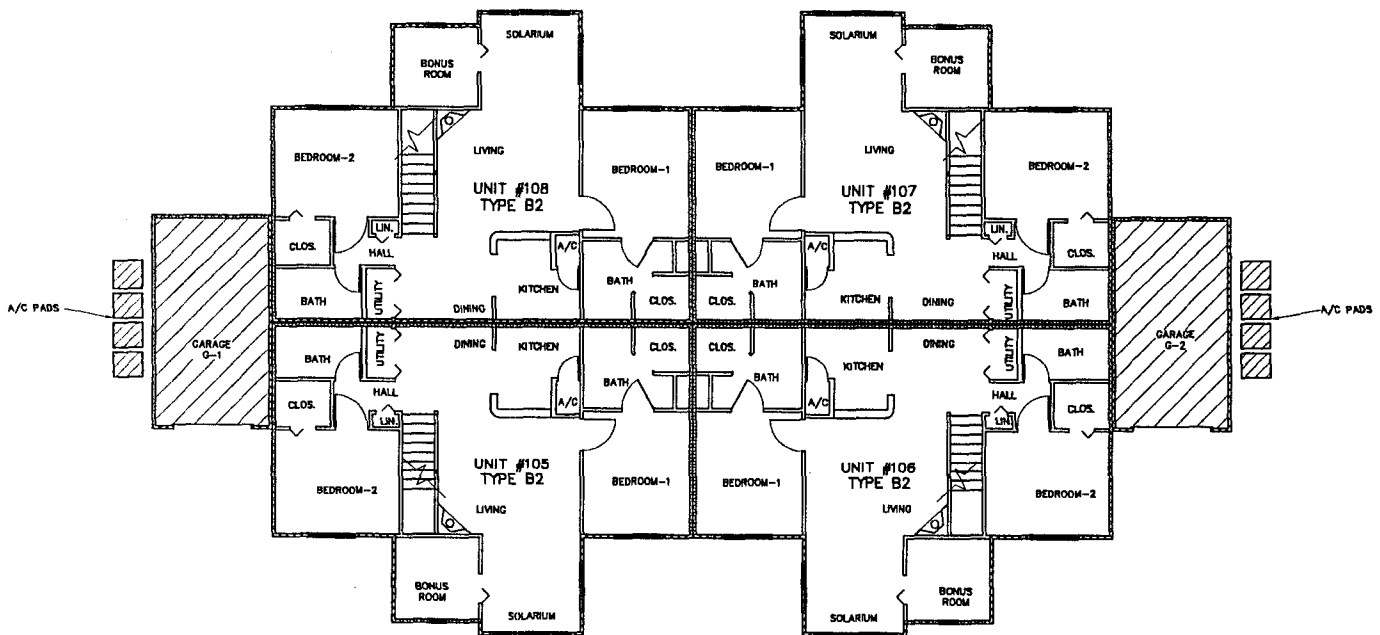


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 100 SECOND FLOOR

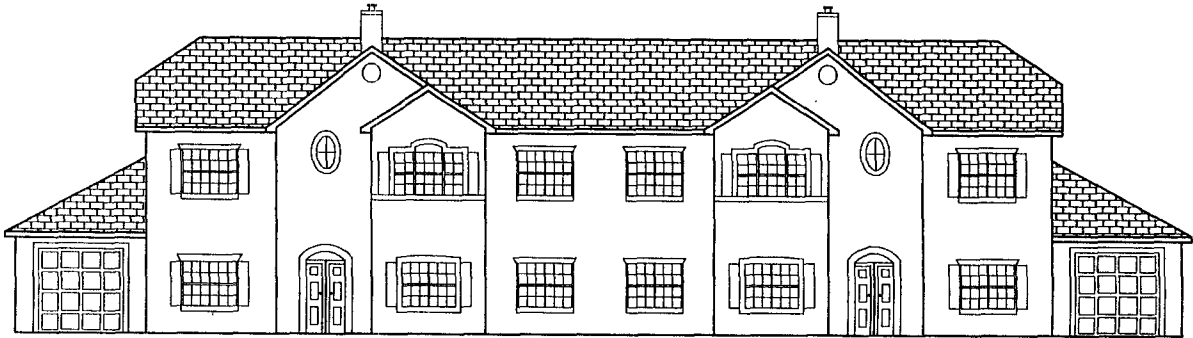


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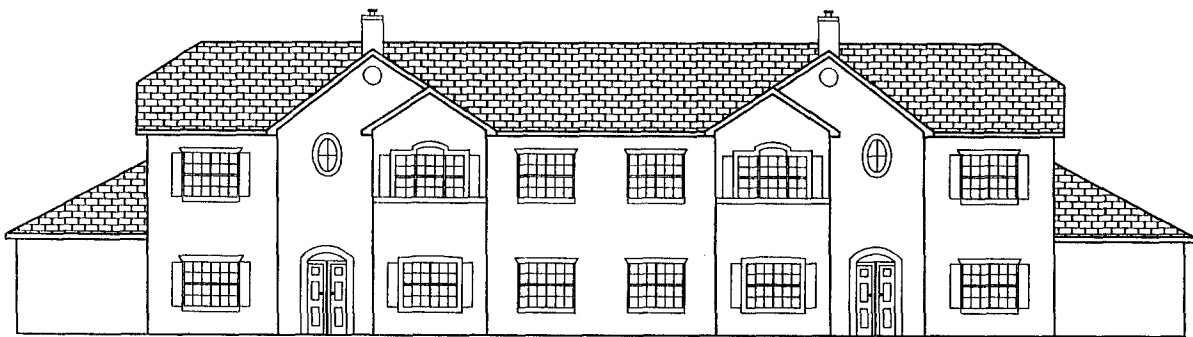
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- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

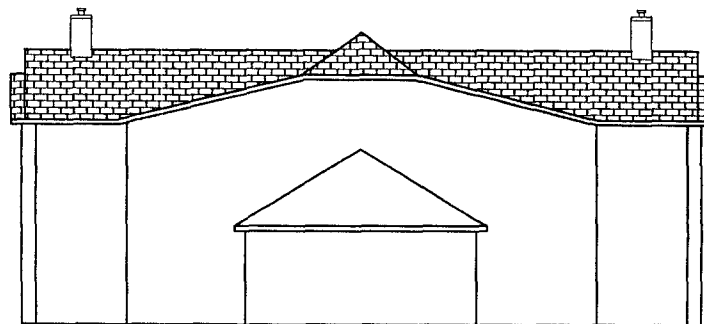
BUILDING 100



FRONT ELEVATION



REAR ELEVATION

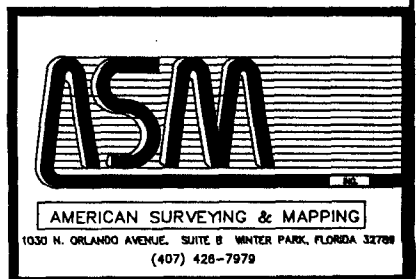


SIDE ELEVATION

NOT TO SCALE

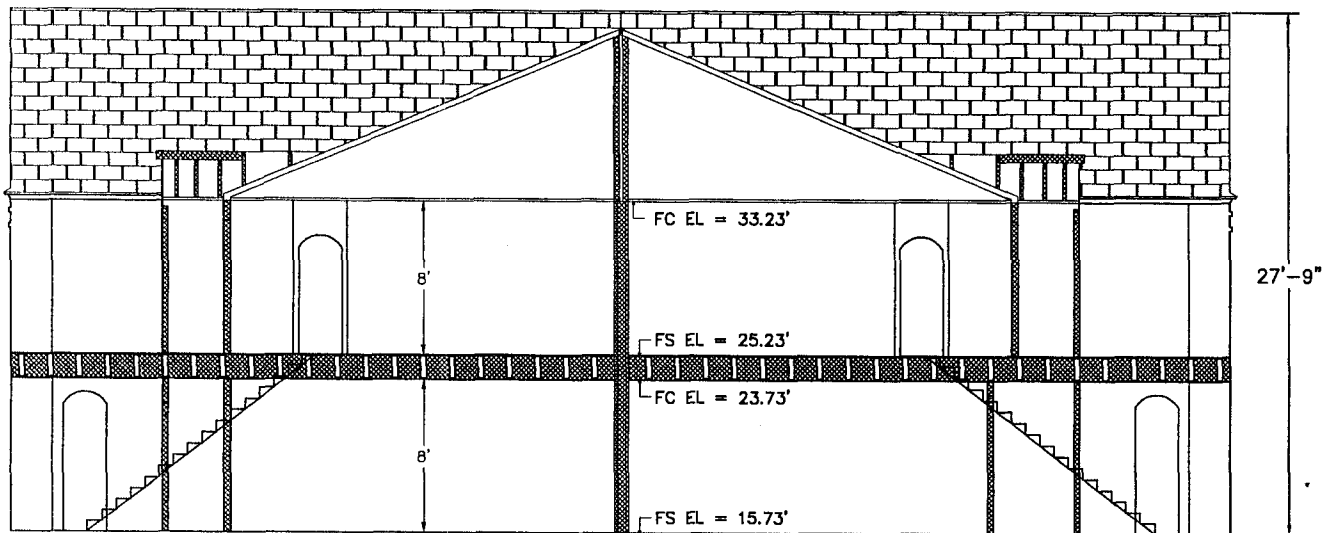
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 100, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

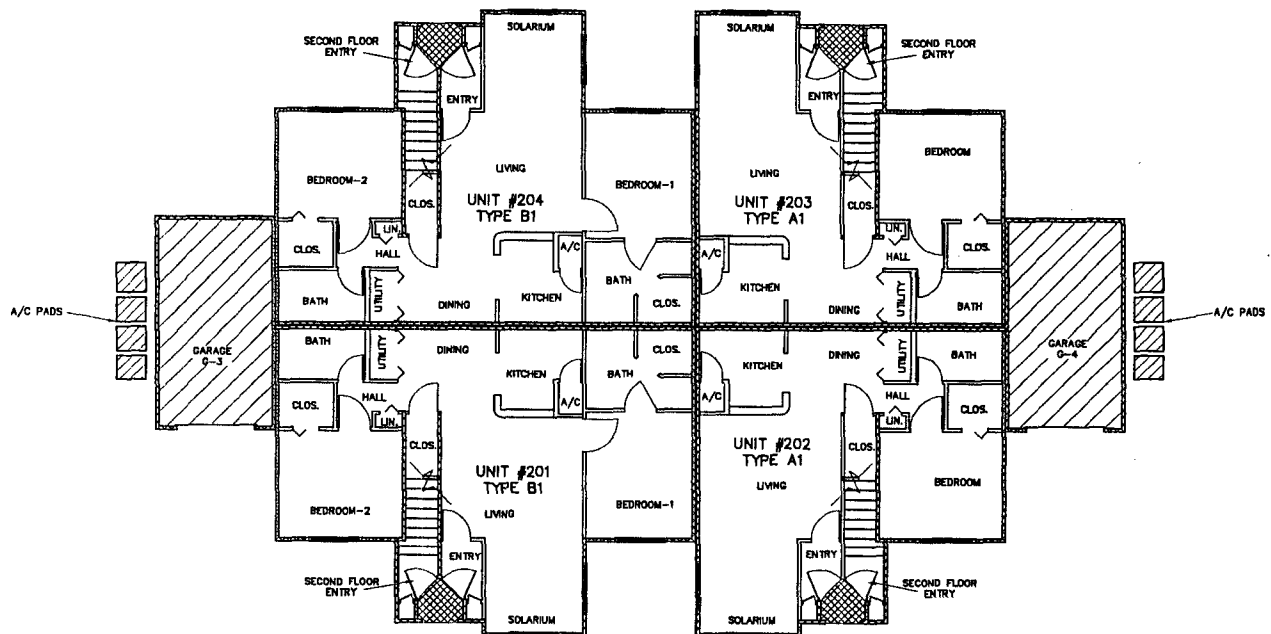
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 200 FIRST FLOOR



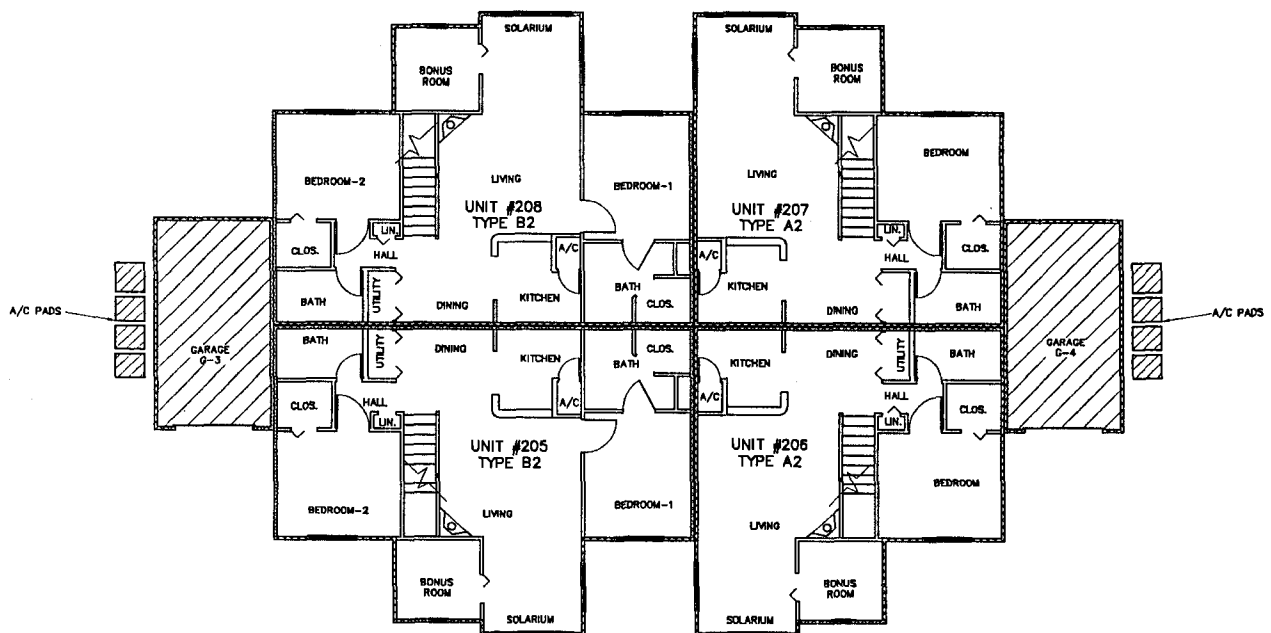
1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 200 SECOND FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
-  = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

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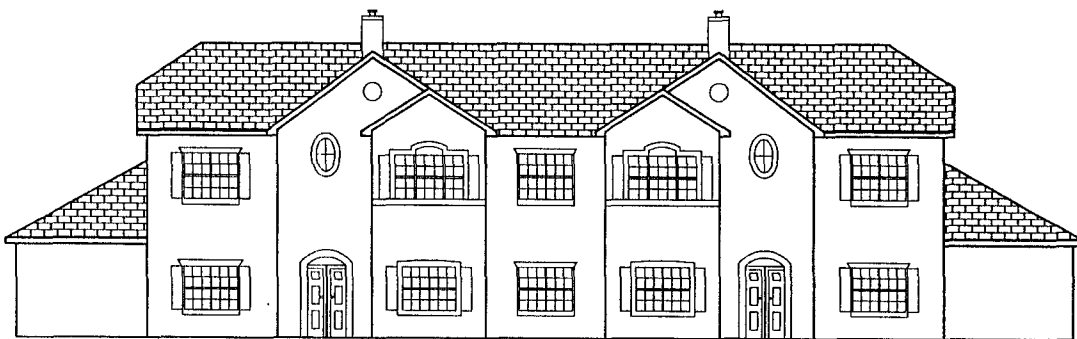
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

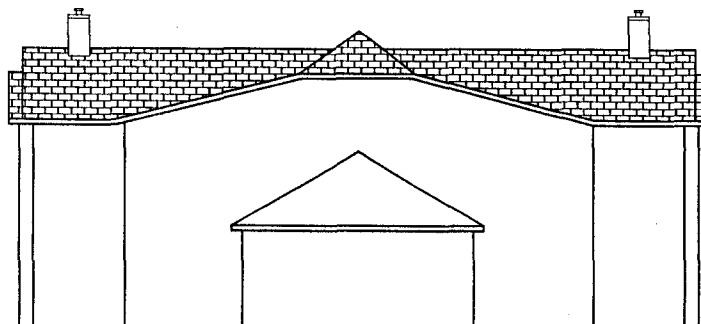
BUILDING 200



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

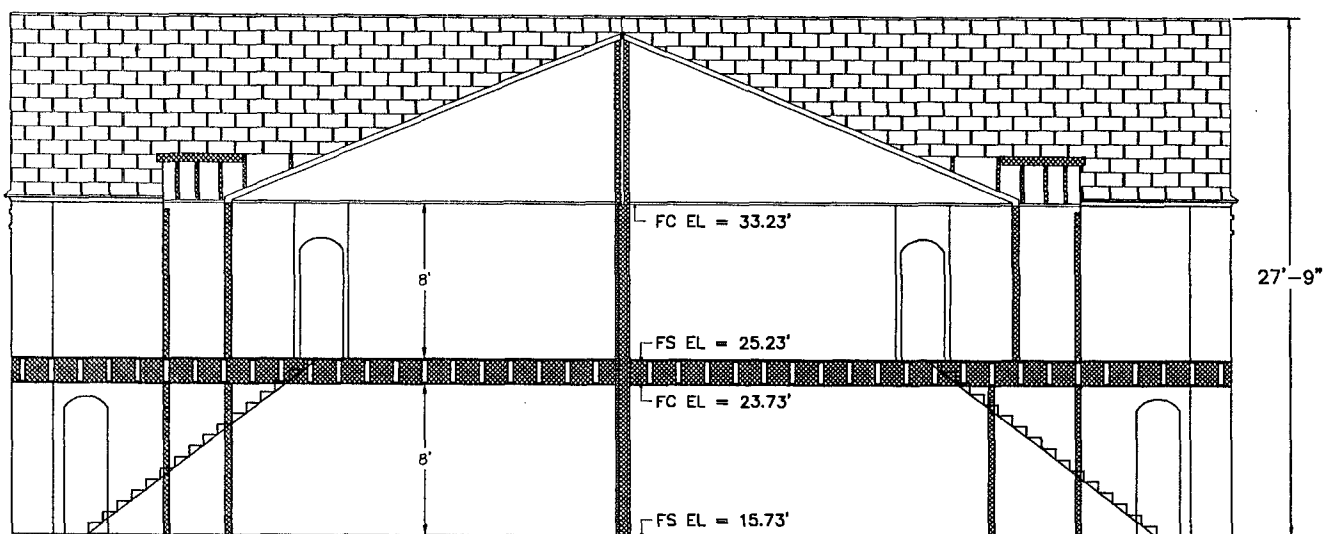
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 200, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

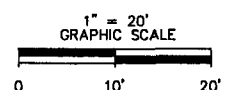
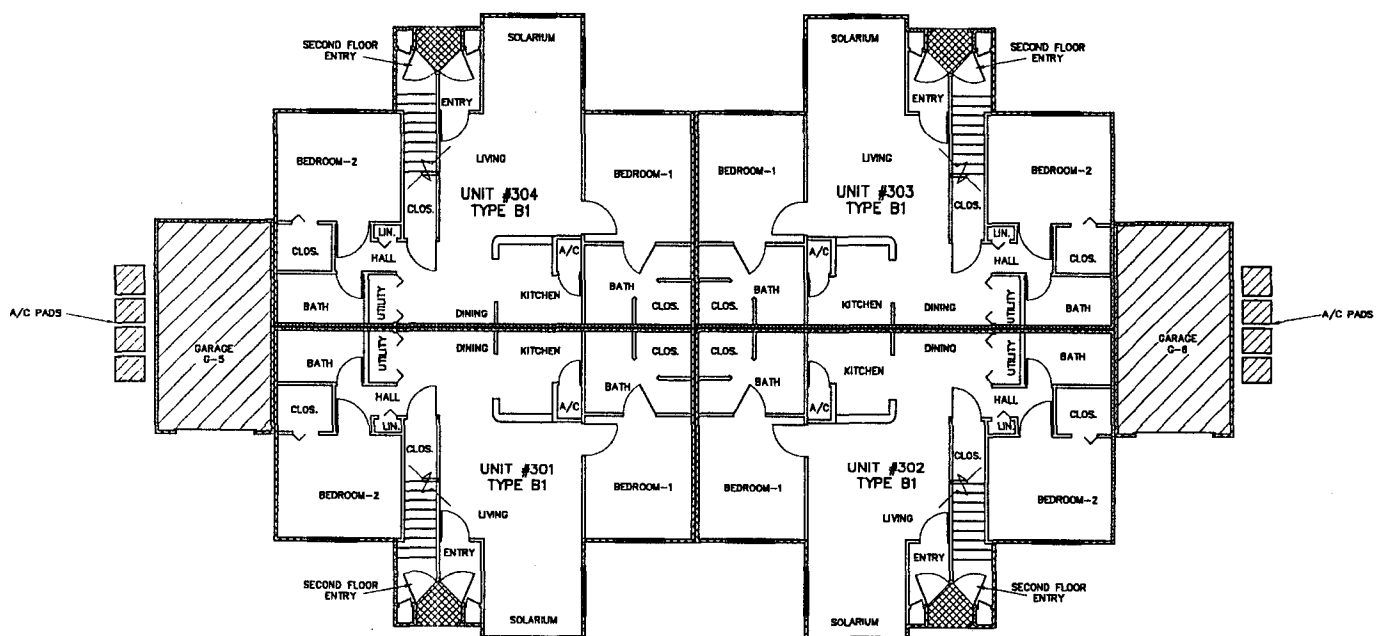
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 300 FIRST FLOOR



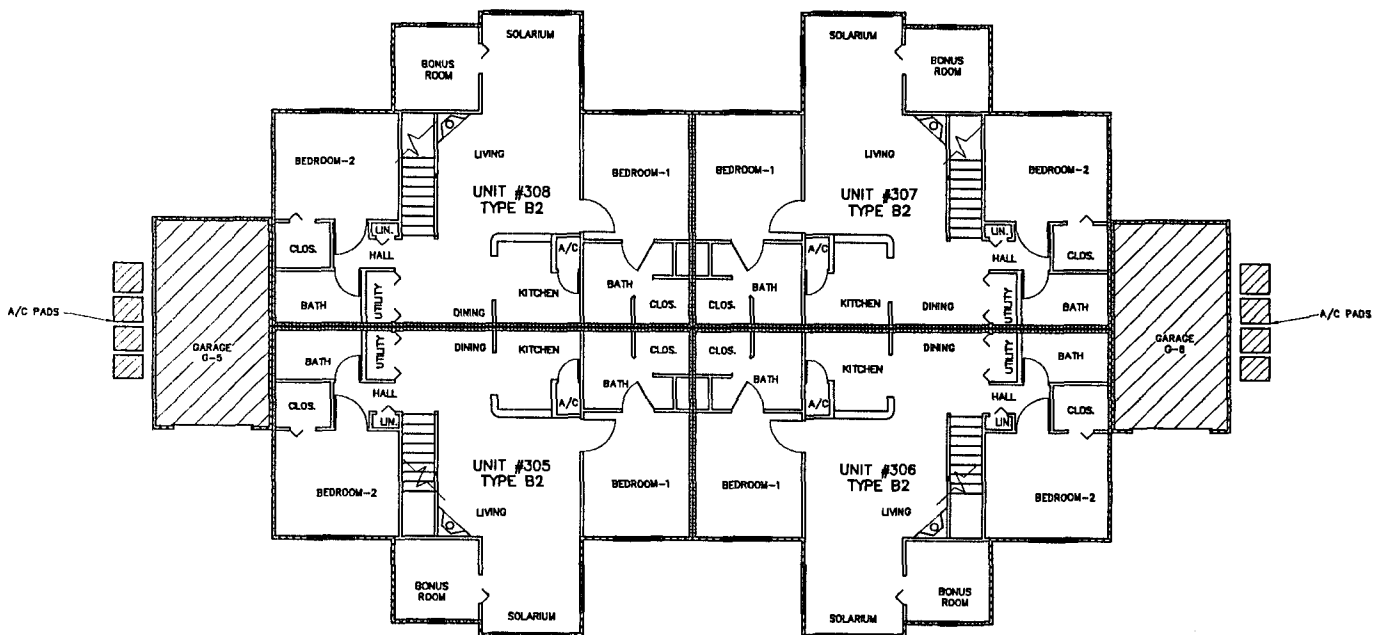
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

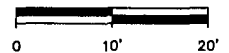


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 300 SECOND FLOOR



1" = 20'
GRAPHIC SCALE



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

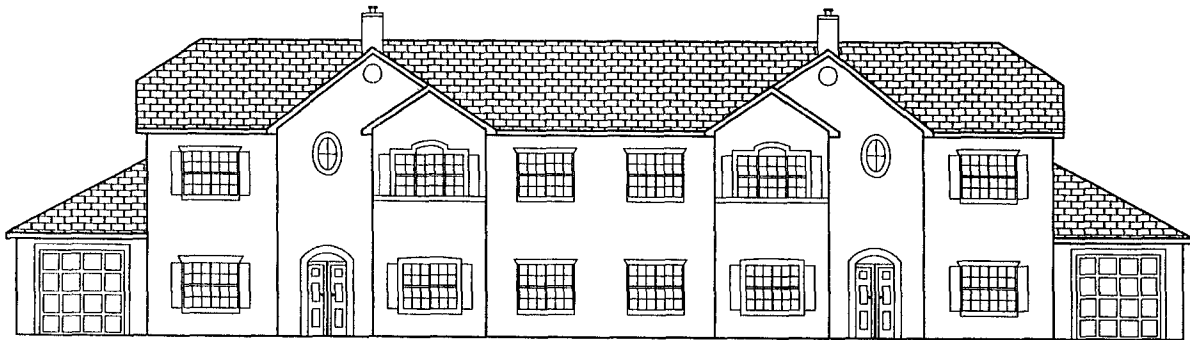


AMERICAN SURVEYING & MAPPING

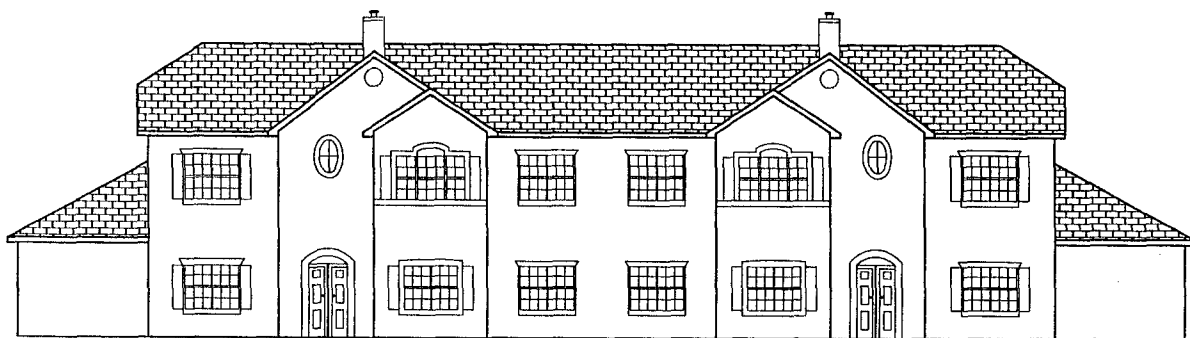
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

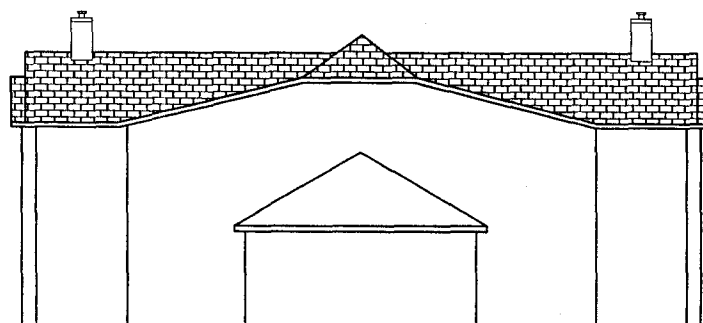
BUILDING 300



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

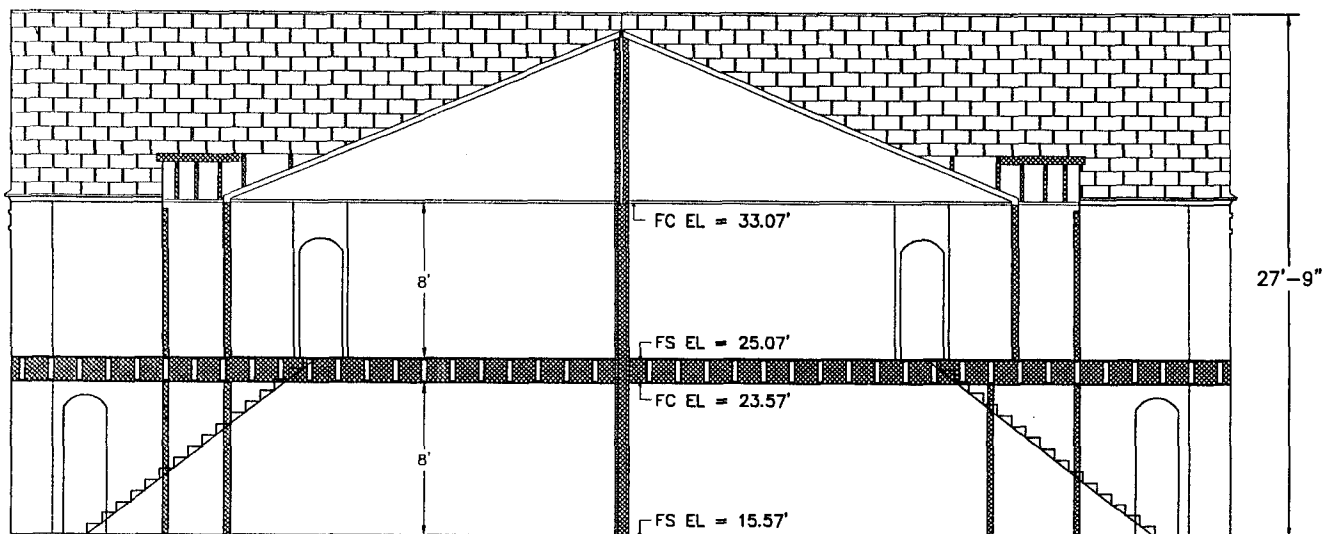
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 300, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

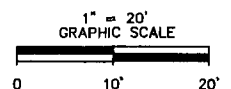
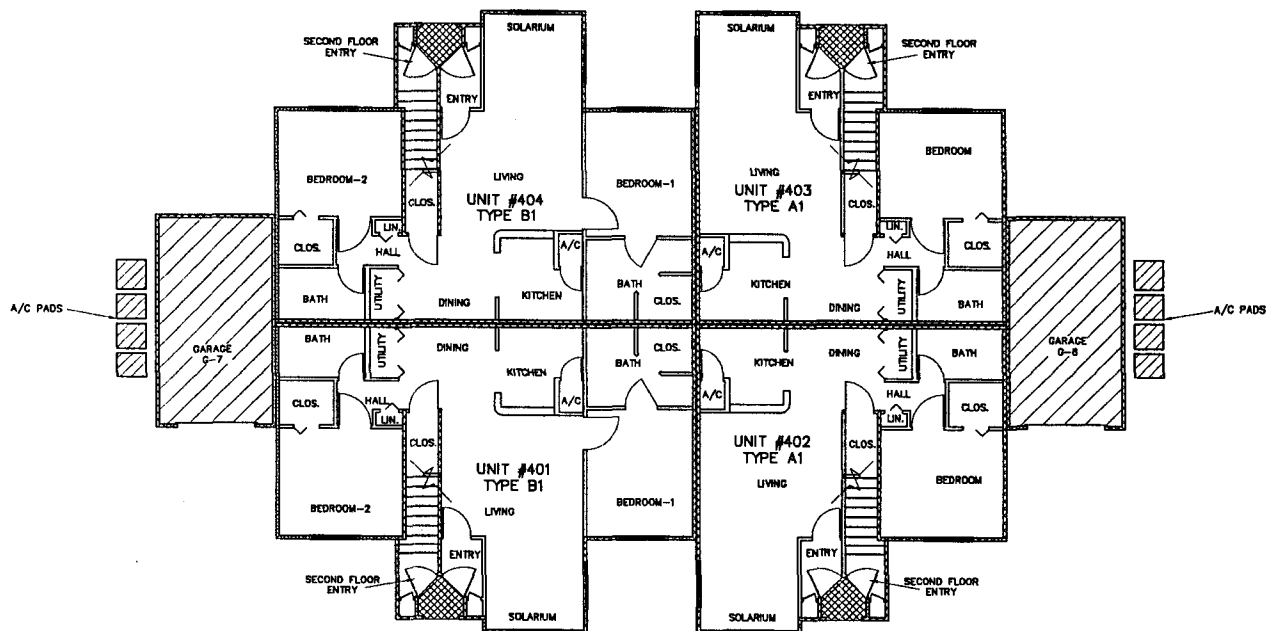
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 400 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

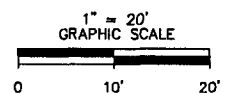
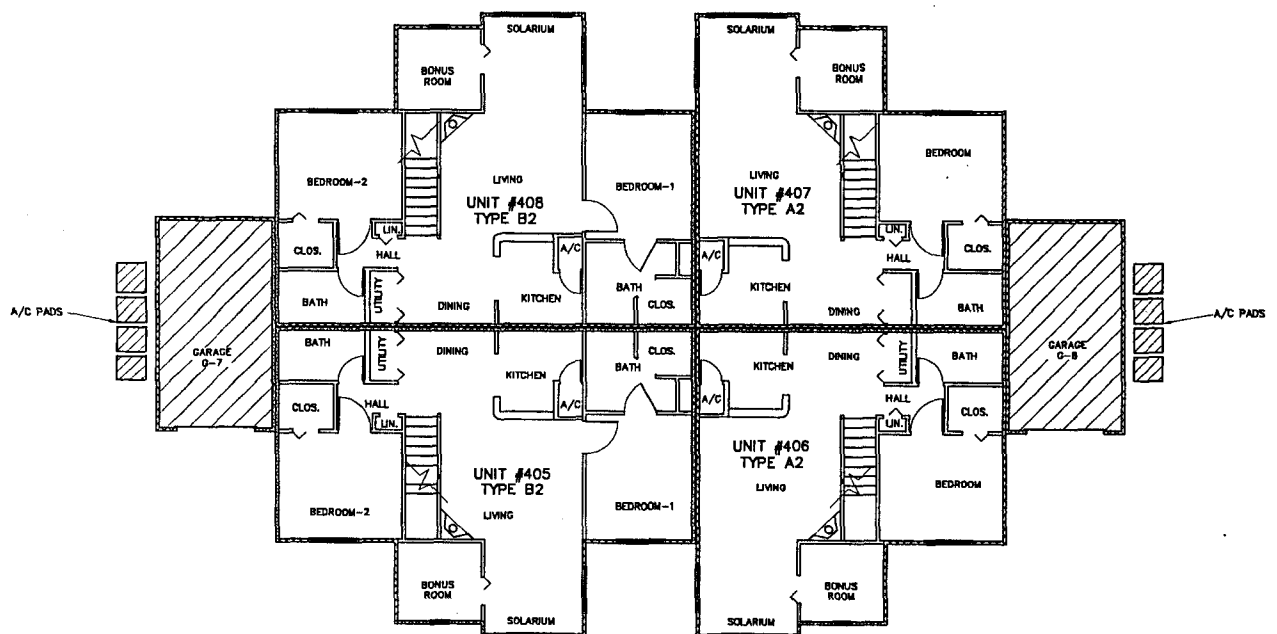
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 400 SECOND FLOOR

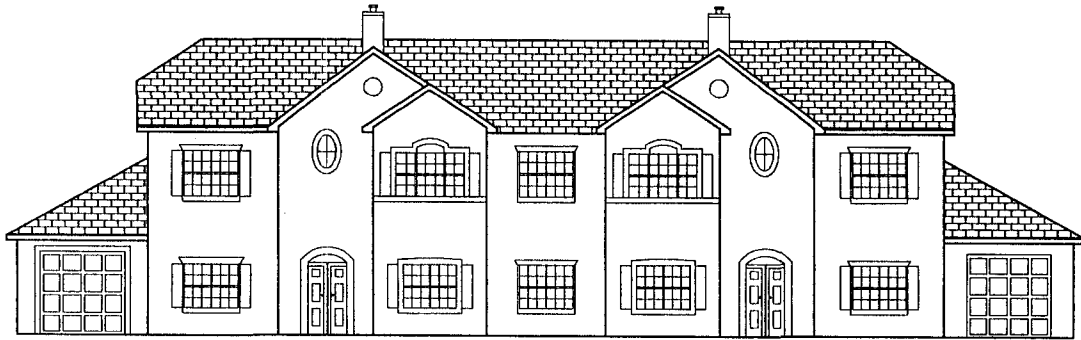


LEGEND AND ABBREVIATIONS

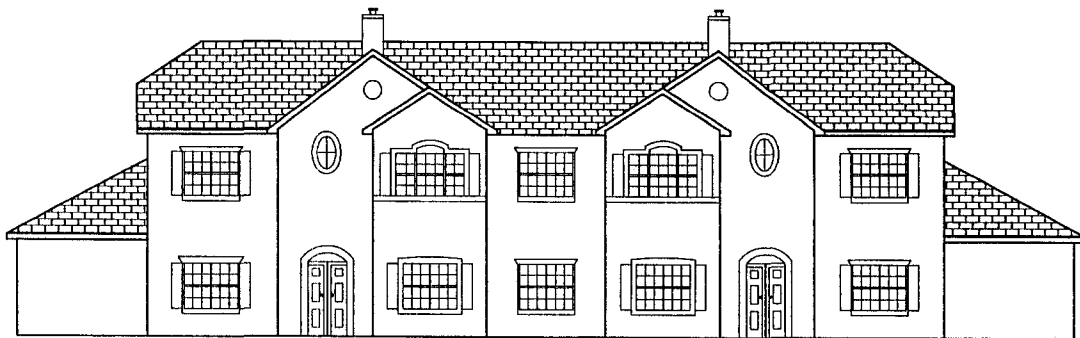
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

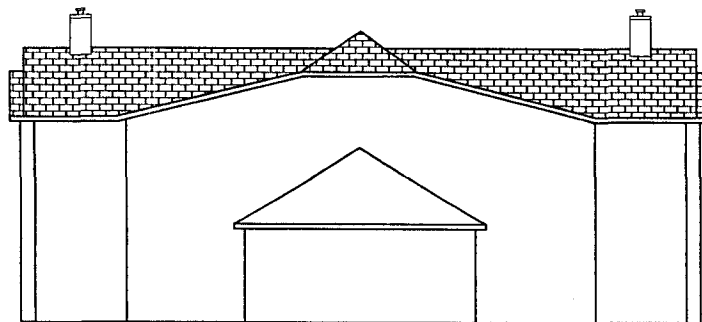
BUILDING 400



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

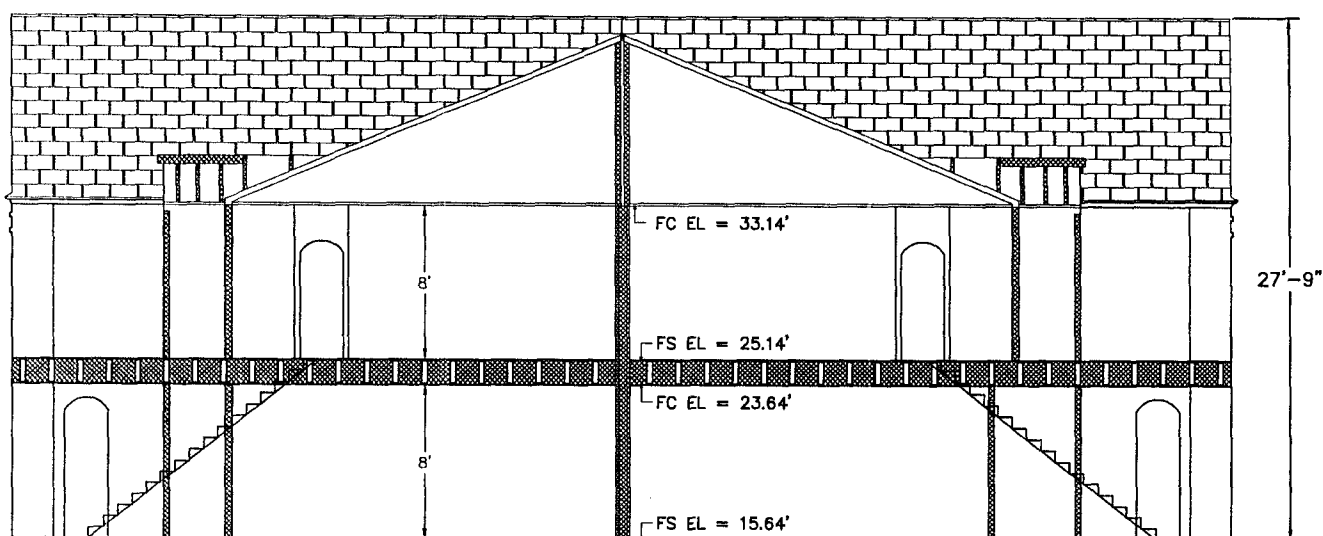
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 400, SECTION VIEW



SECTION VIEW

NOT TO SCALE

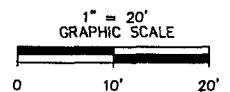
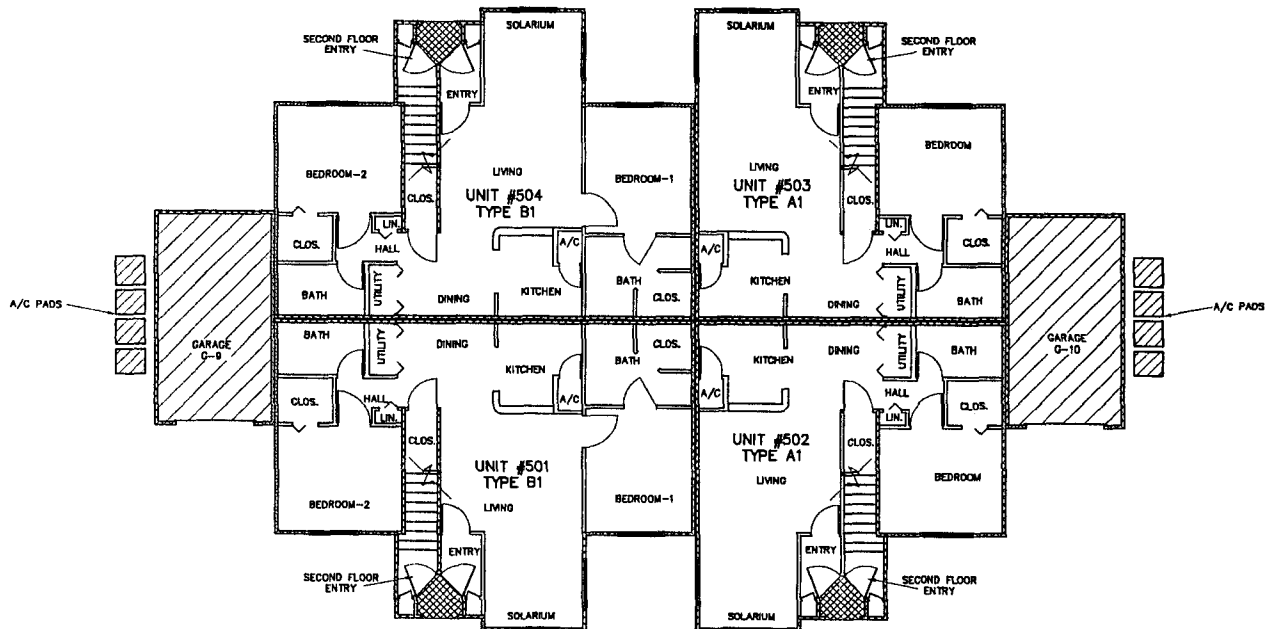
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 500 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

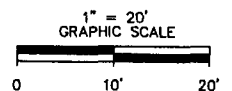
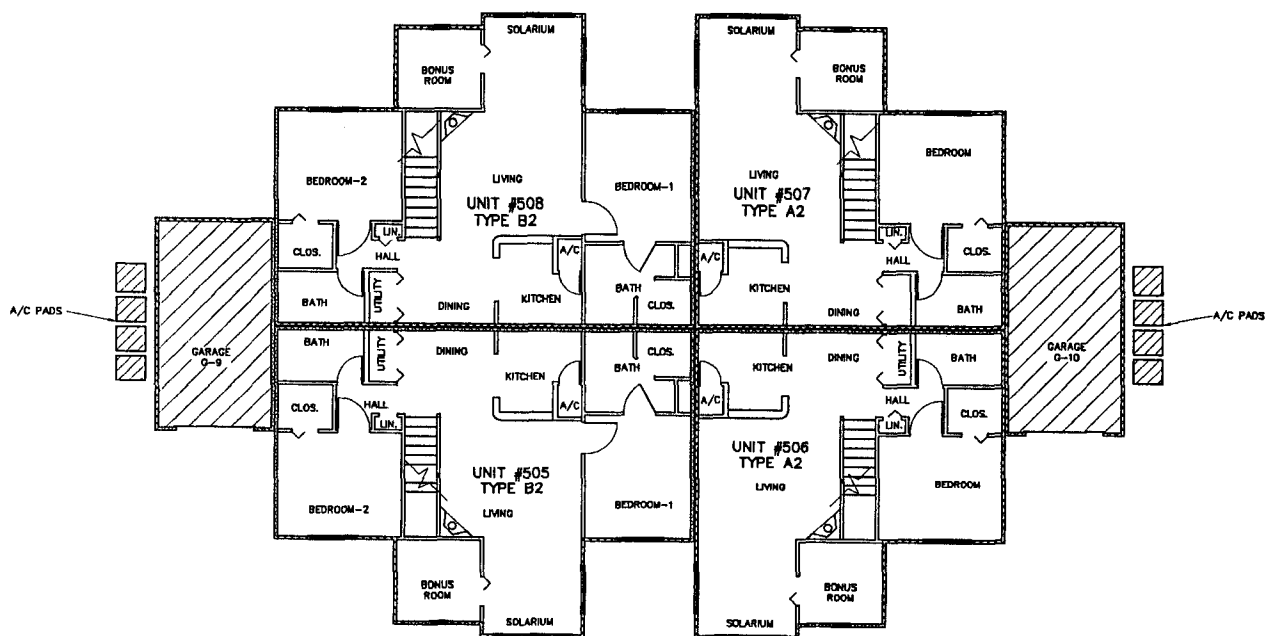
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 500 SECOND FLOOR



LEGEND AND ABBREVIATIONS

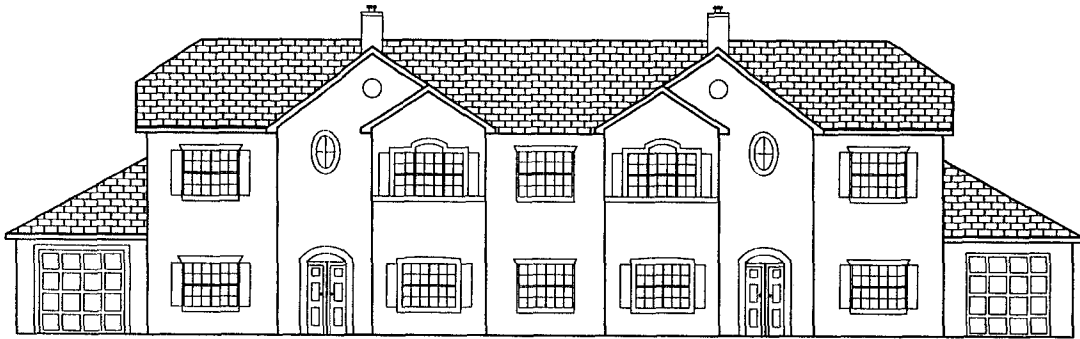
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

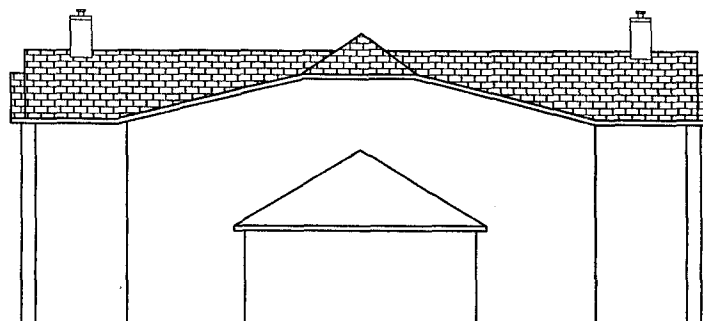
BUILDING 500



FRONT ELEVATION



REAR ELEVATION

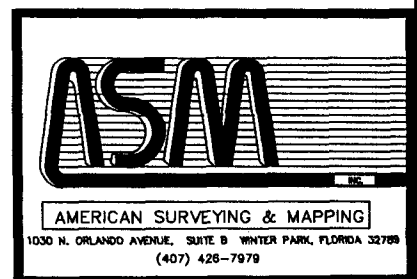


SIDE ELEVATION

NOT TO SCALE

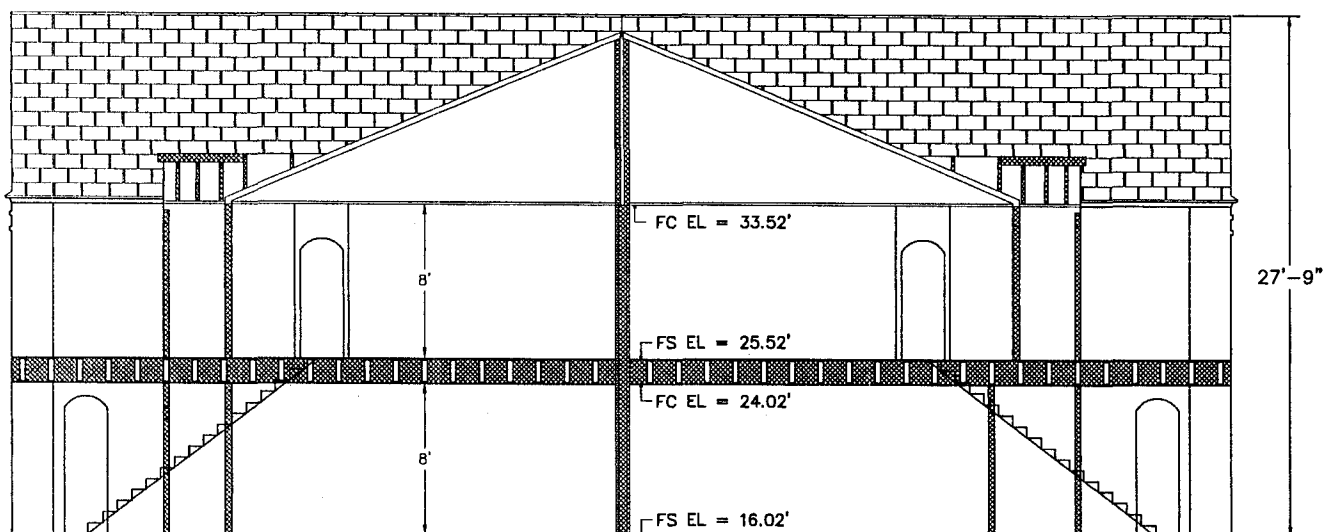
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 500, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

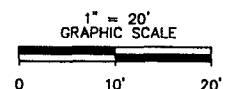
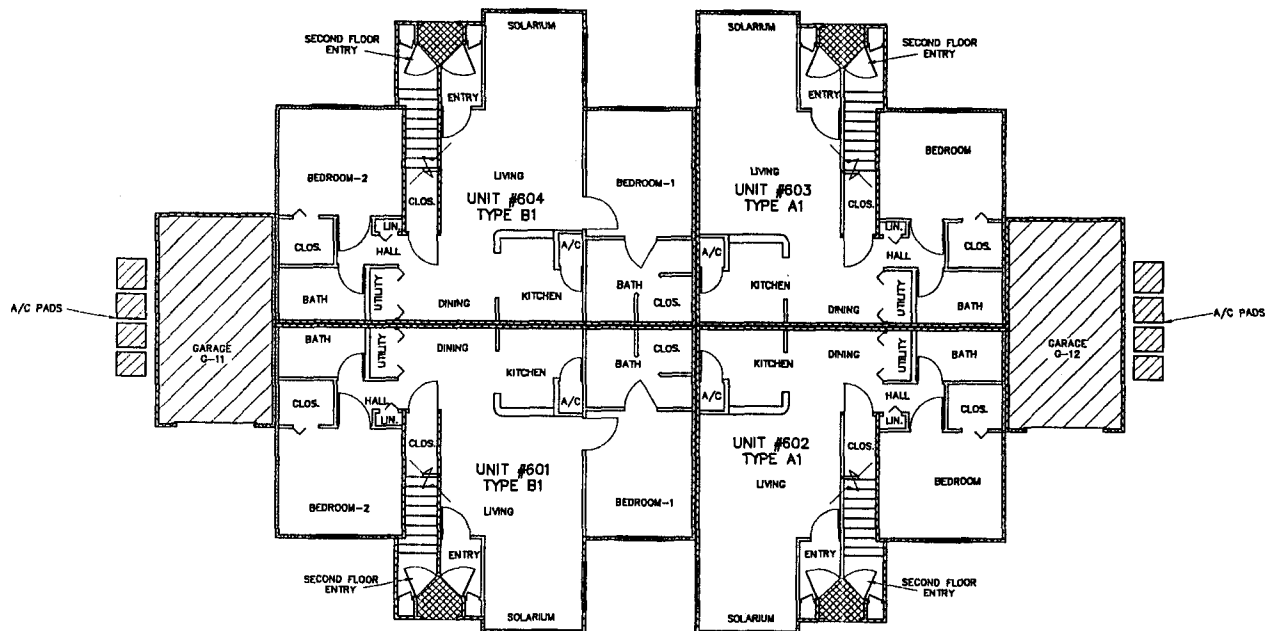
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 600 FIRST FLOOR

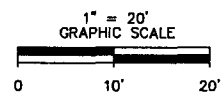
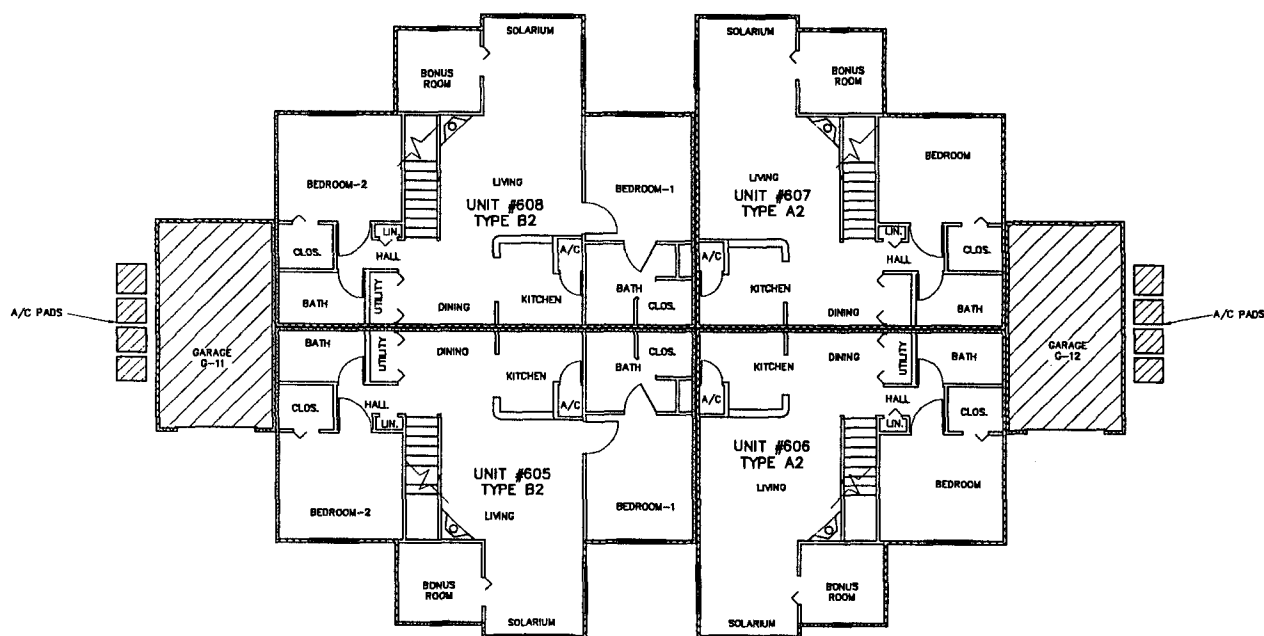


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 600 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

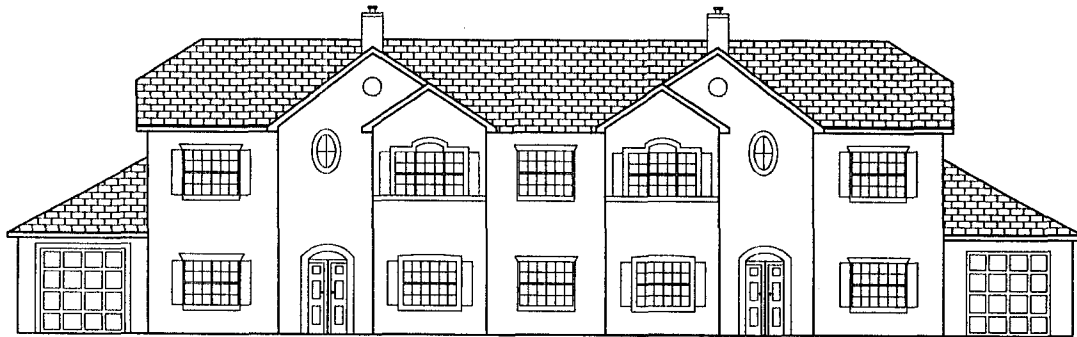


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

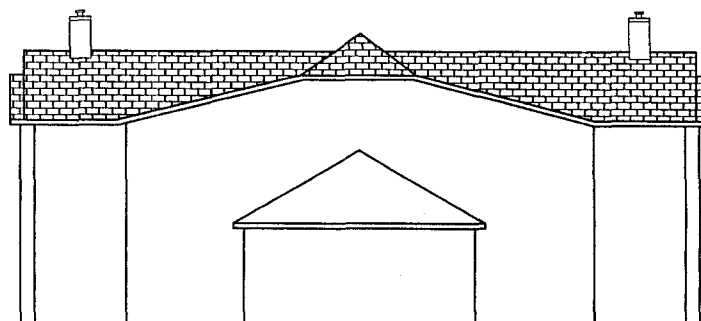
BUILDING 600



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

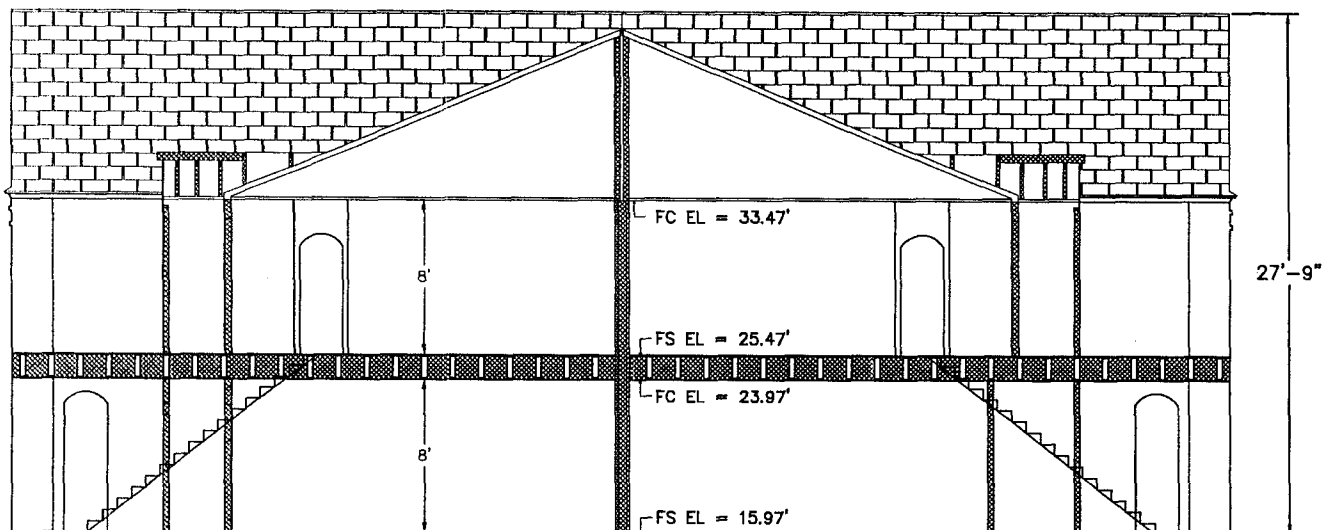
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 600, SECTION VIEW

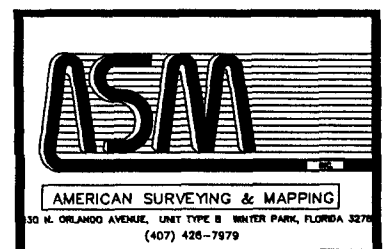


SECTION VIEW

NOT TO SCALE

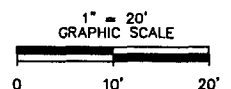
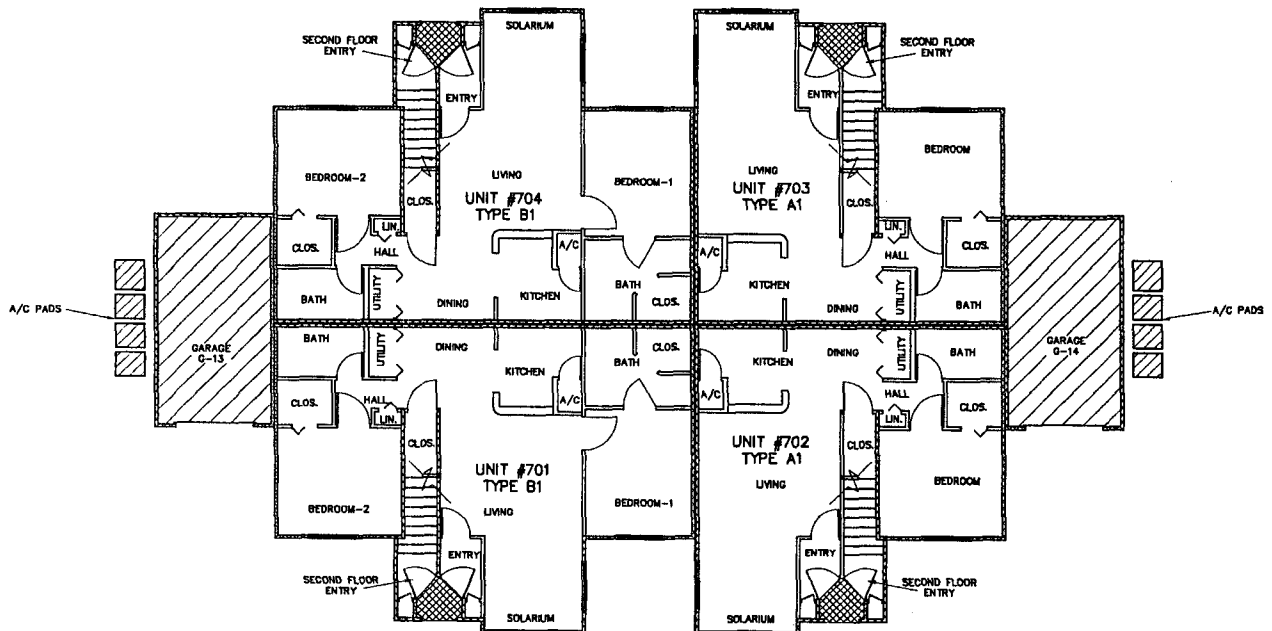
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 700 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

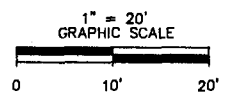
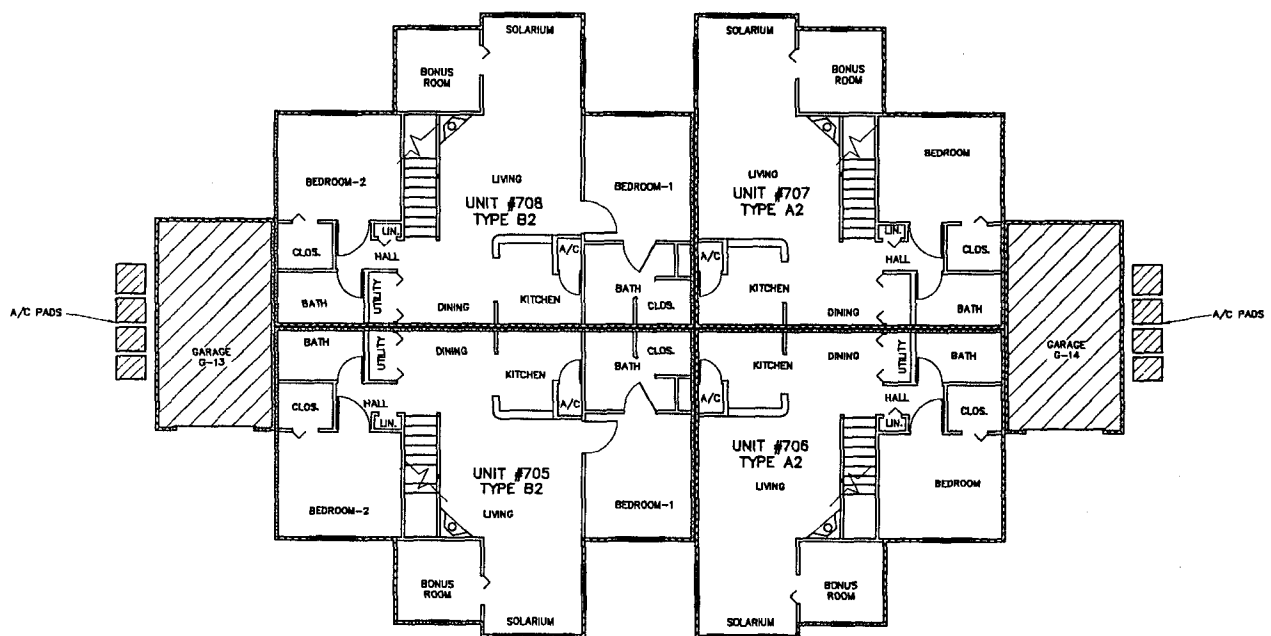


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 700 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

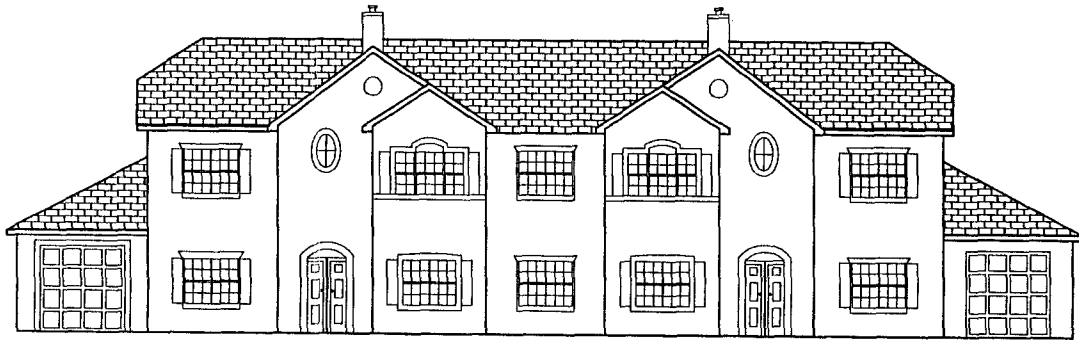


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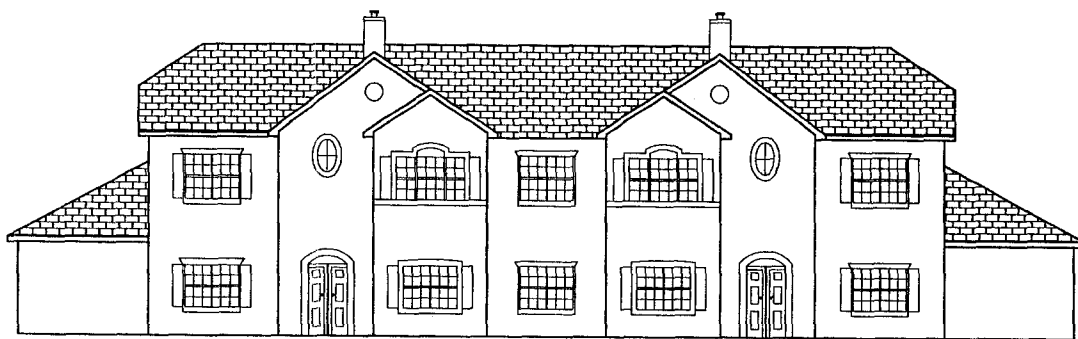
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

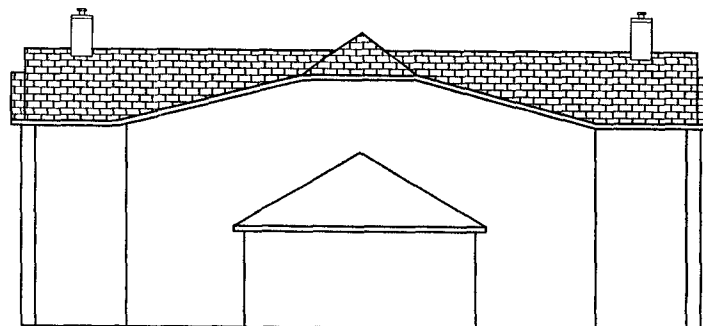
BUILDING 700



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

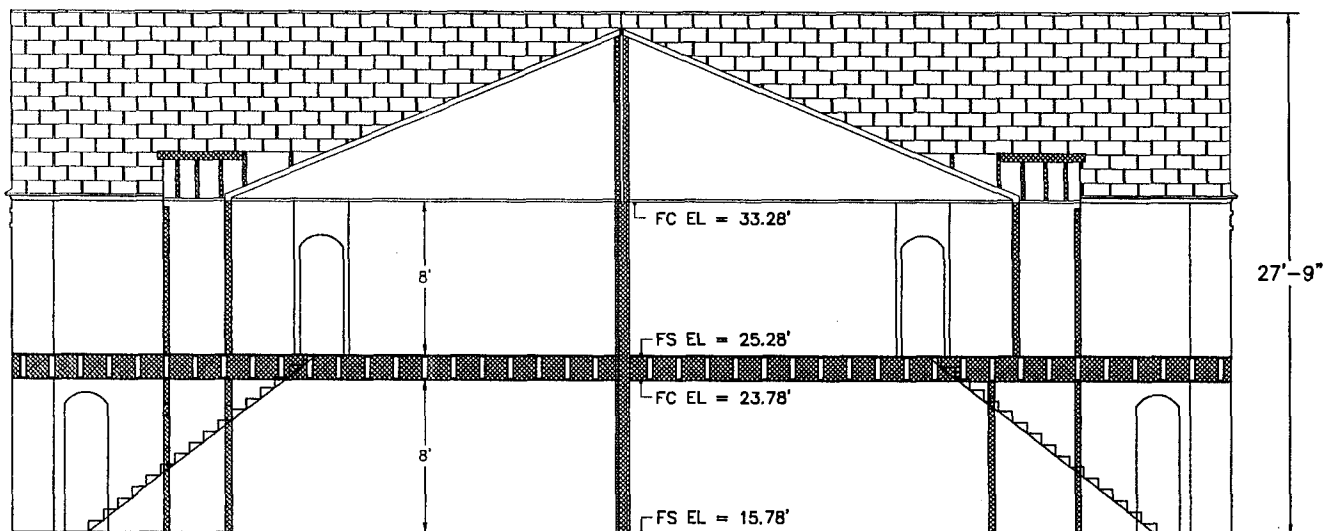
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 700, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

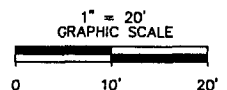
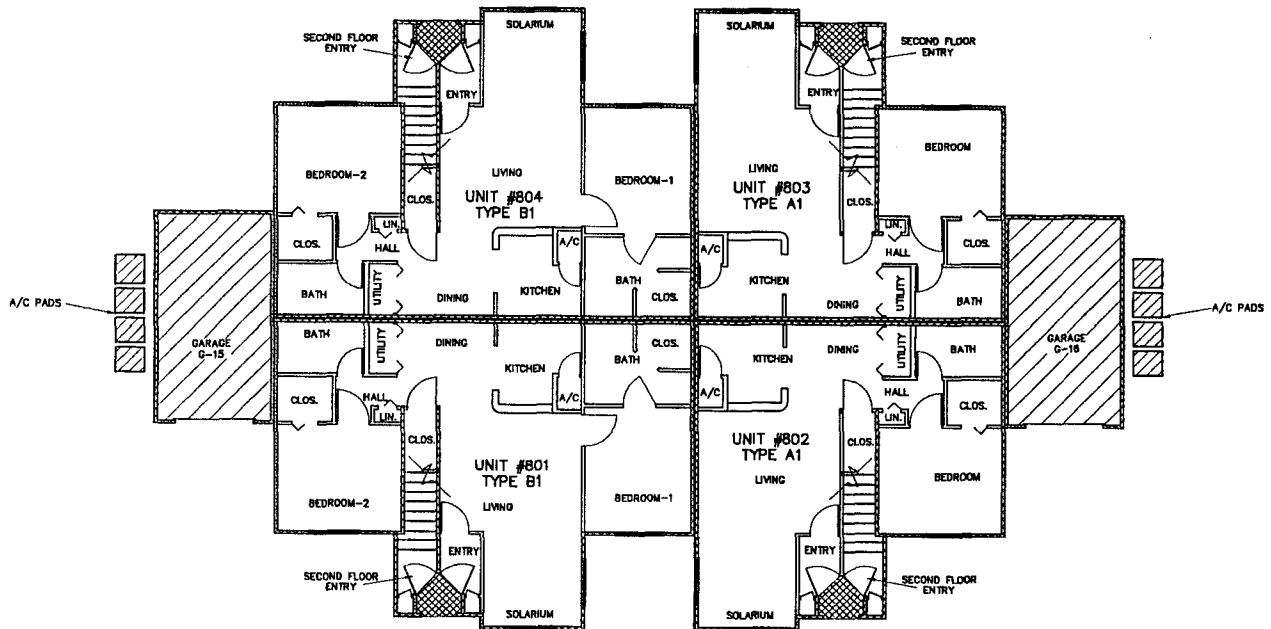
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 800 FIRST FLOOR



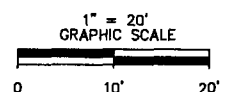
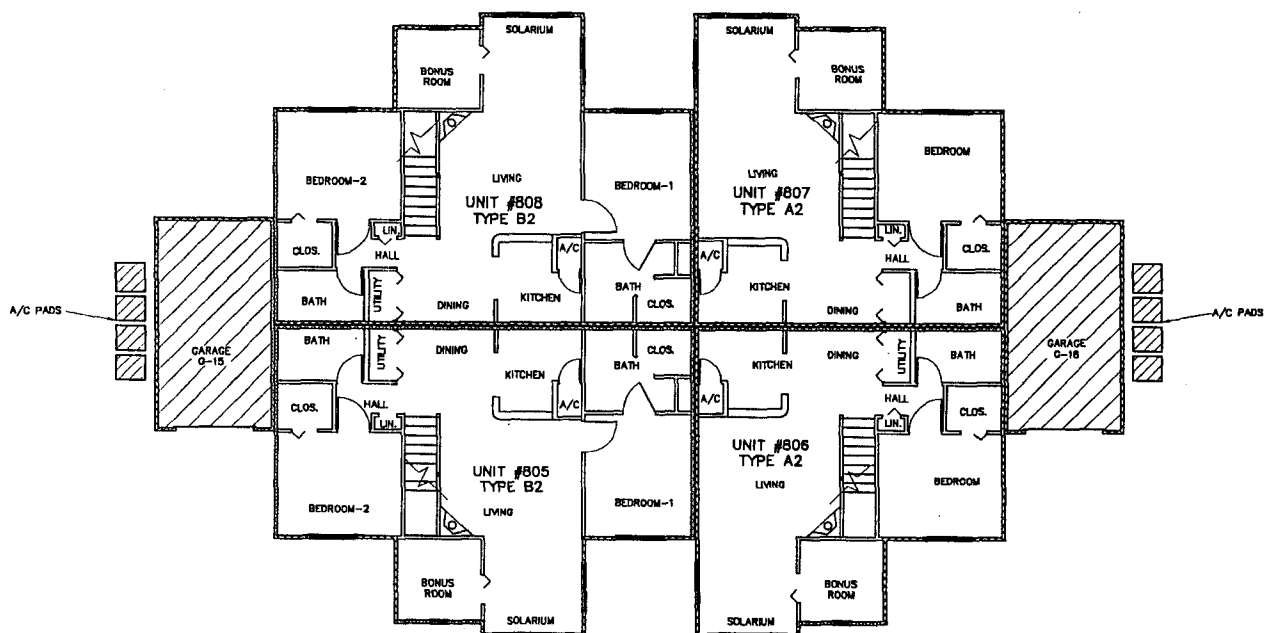
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 800 SECOND FLOOR

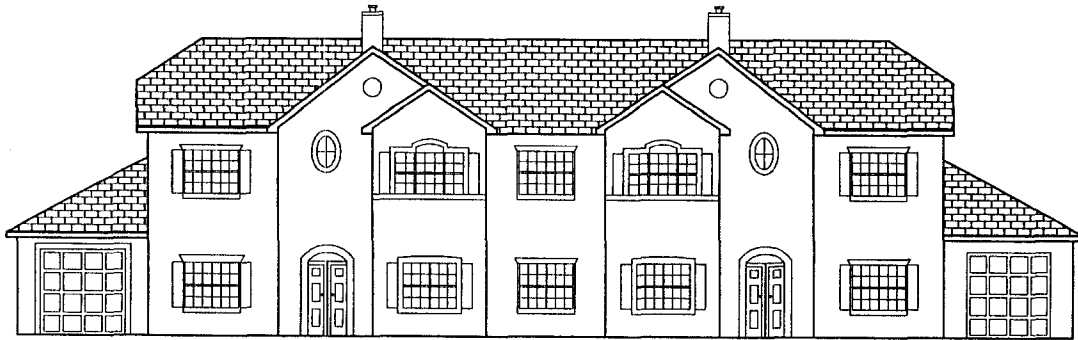


LEGEND AND ABBREVIATIONS

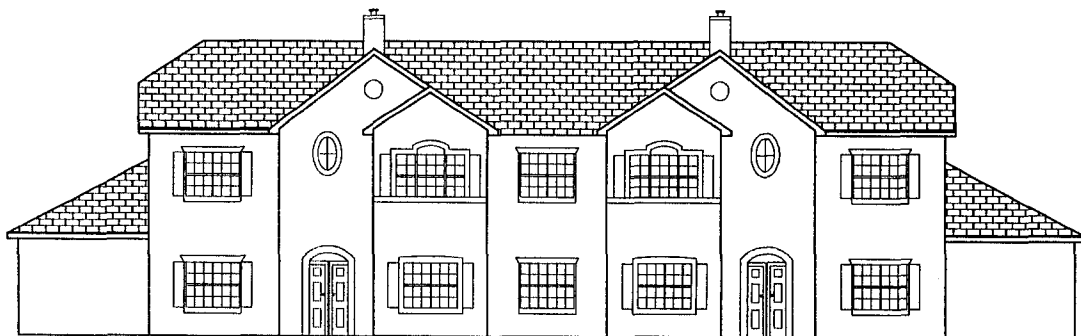
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

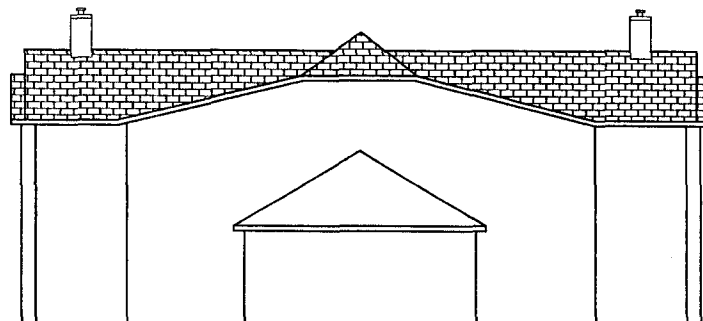
BUILDING 800



FRONT ELEVATION



REAR ELEVATION

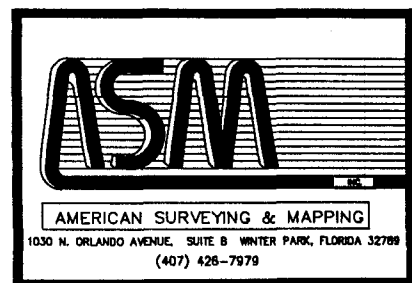


SIDE ELEVATION

NOT TO SCALE

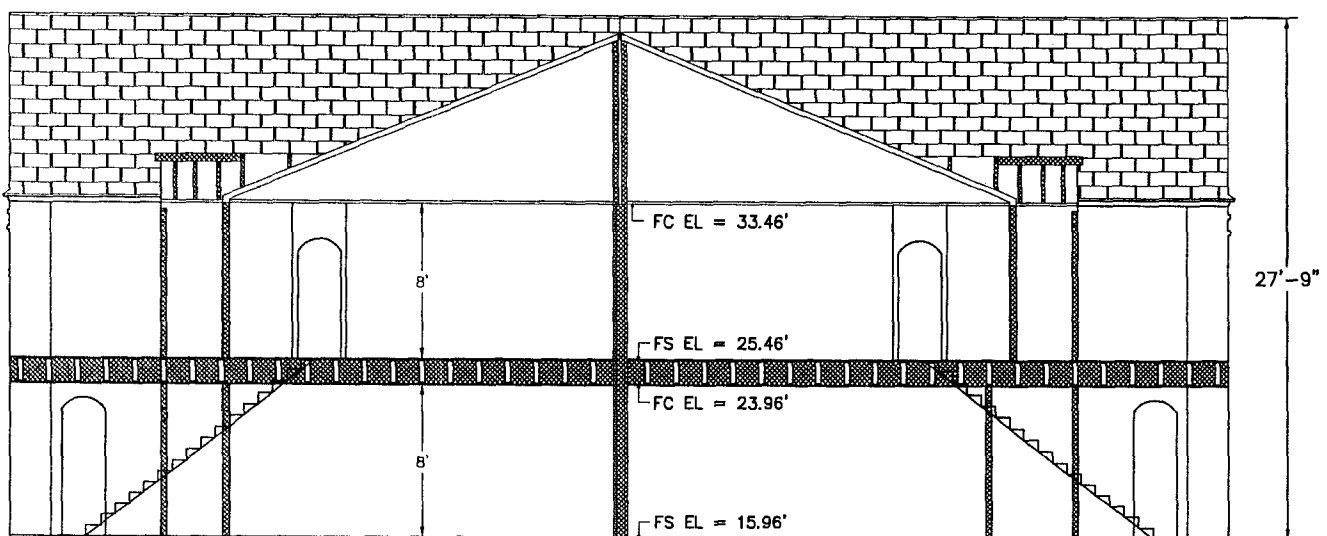
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 800, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

 = COMMON ELEMENT

FS EL = FINISHED FLOOR SLAB ELEVATION

FC EL = FINISHED CEILING ELEVATION

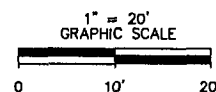
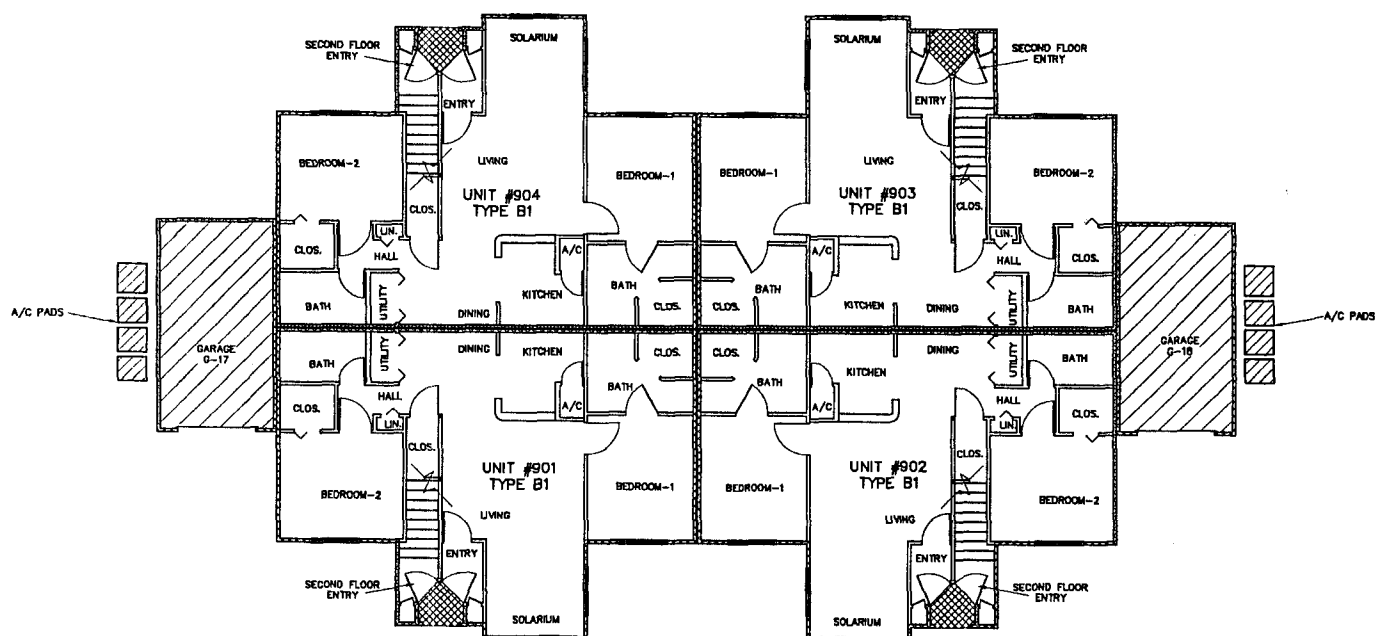
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 900 FIRST FLOOR

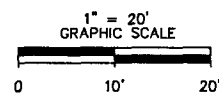
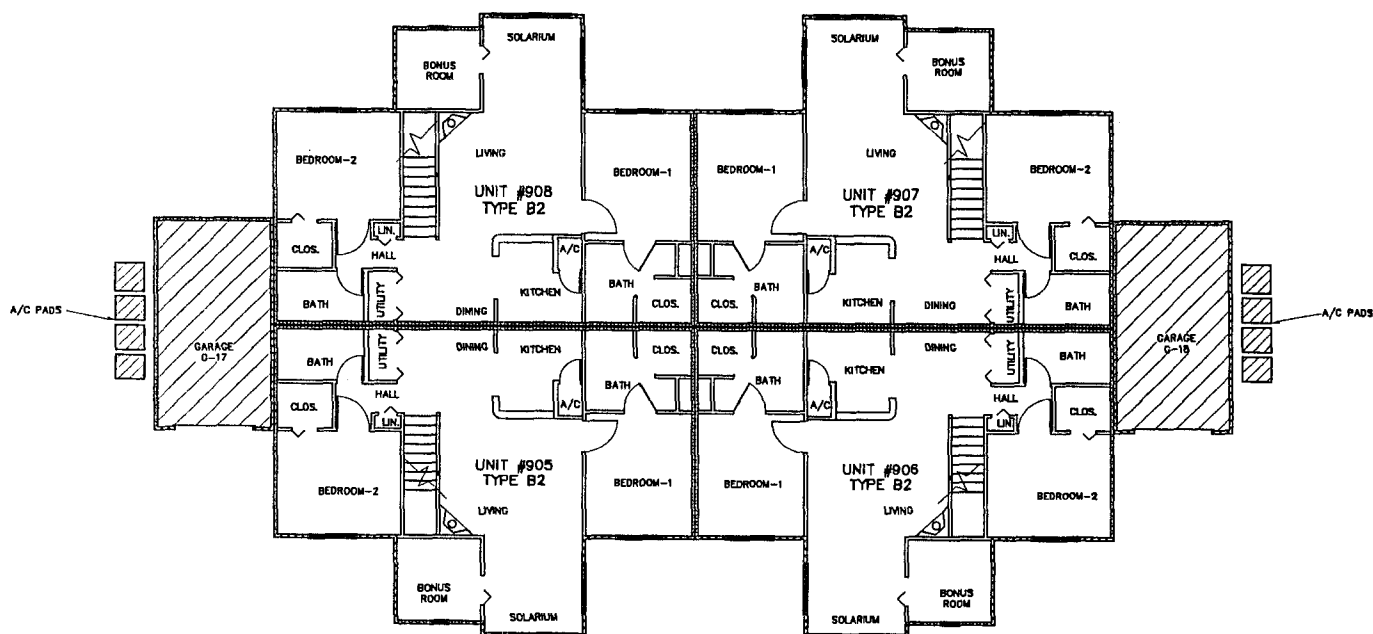


LEGEND AND ABBREVIATIONS

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 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 900 SECOND FLOOR

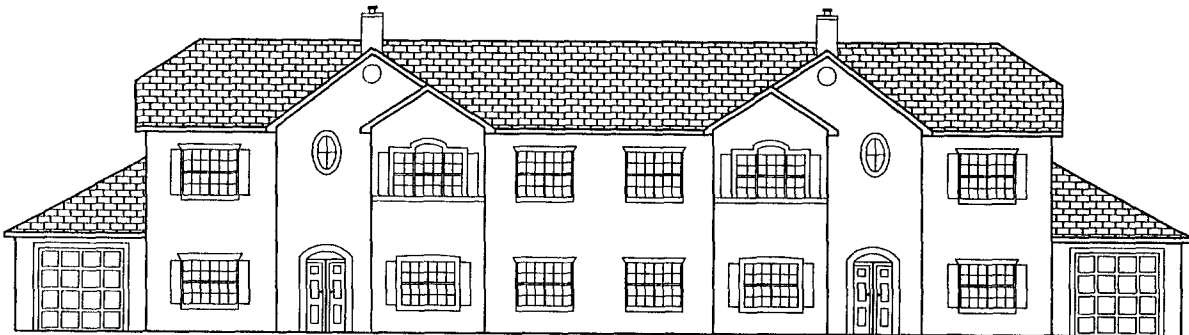


LEGEND AND ABBREVIATIONS

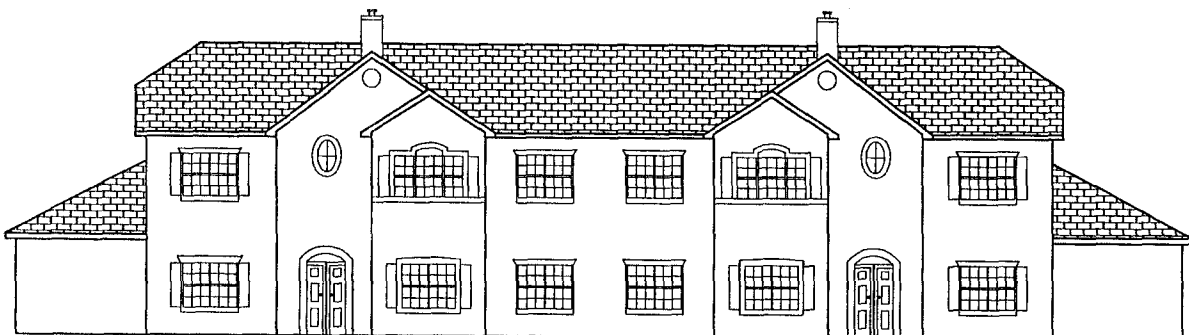
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

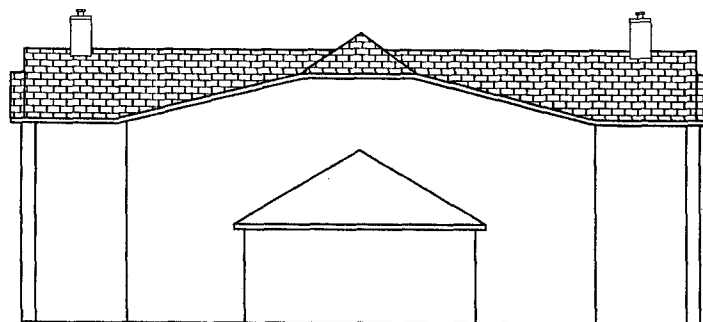
BUILDING 900



FRONT ELEVATION



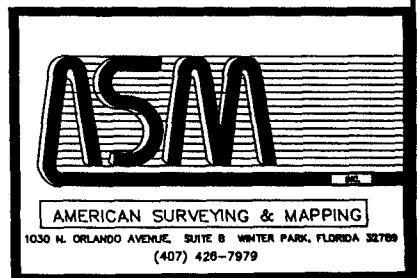
REAR ELEVATION



SIDE ELEVATION

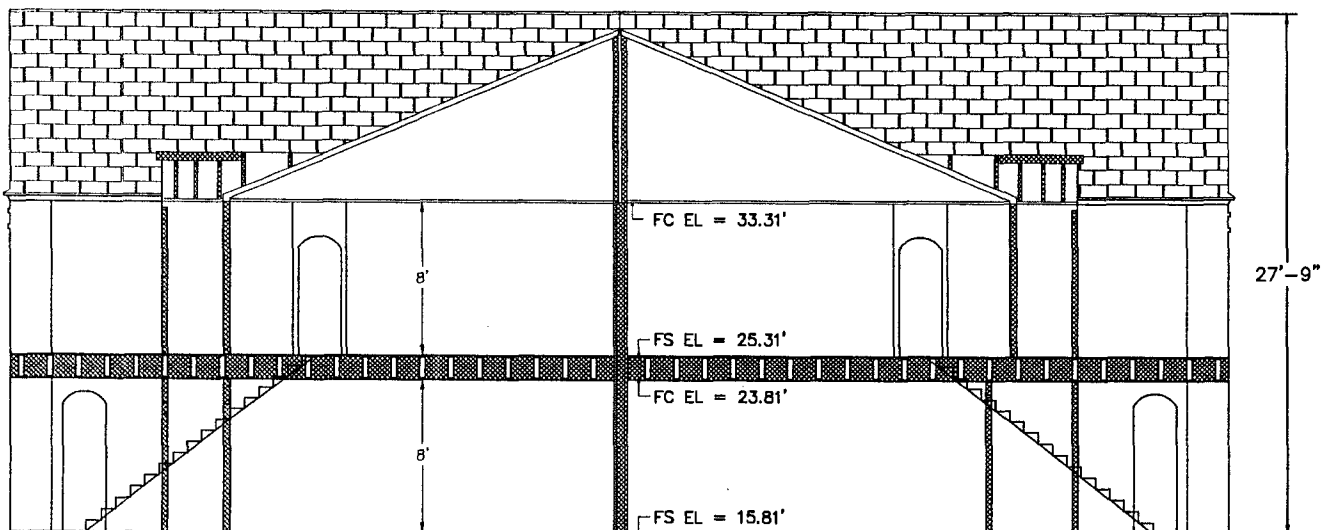
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 900, SECTION VIEW

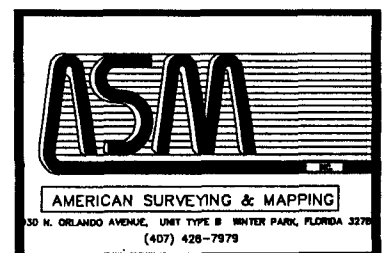


SECTION VIEW

NOT TO SCALE

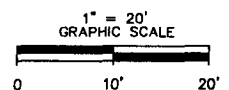
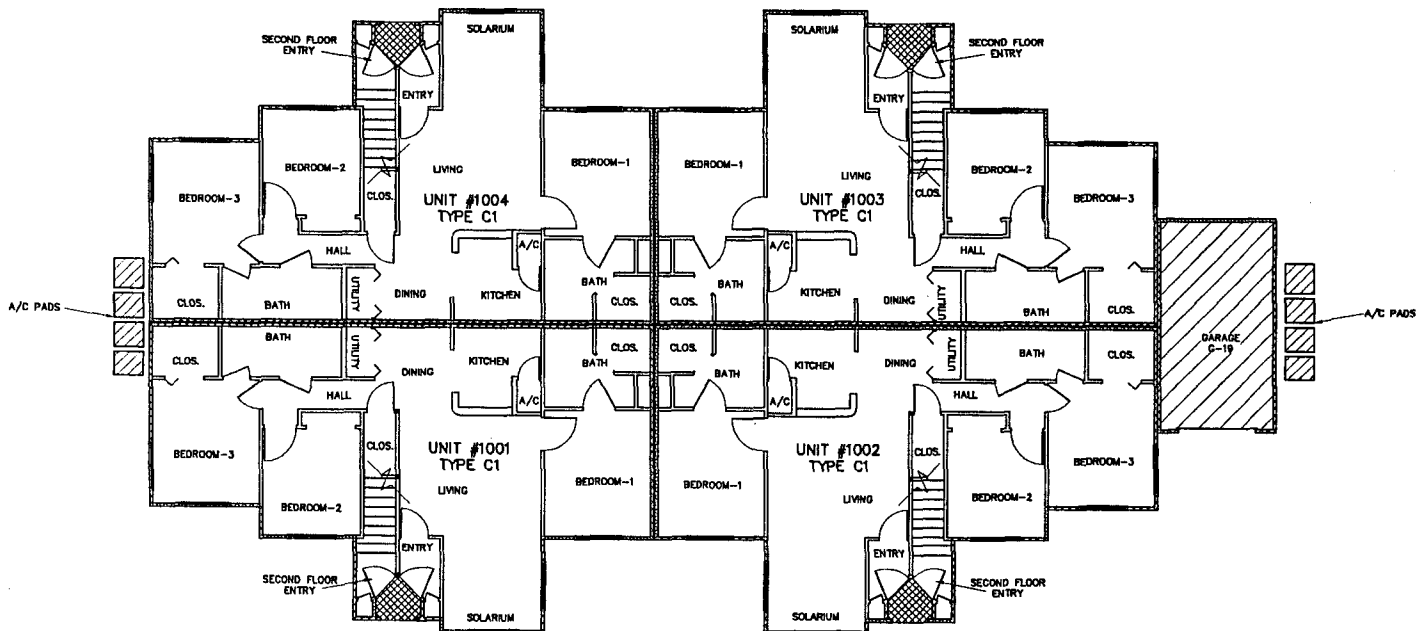
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1000 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

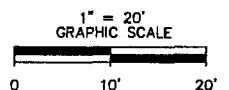
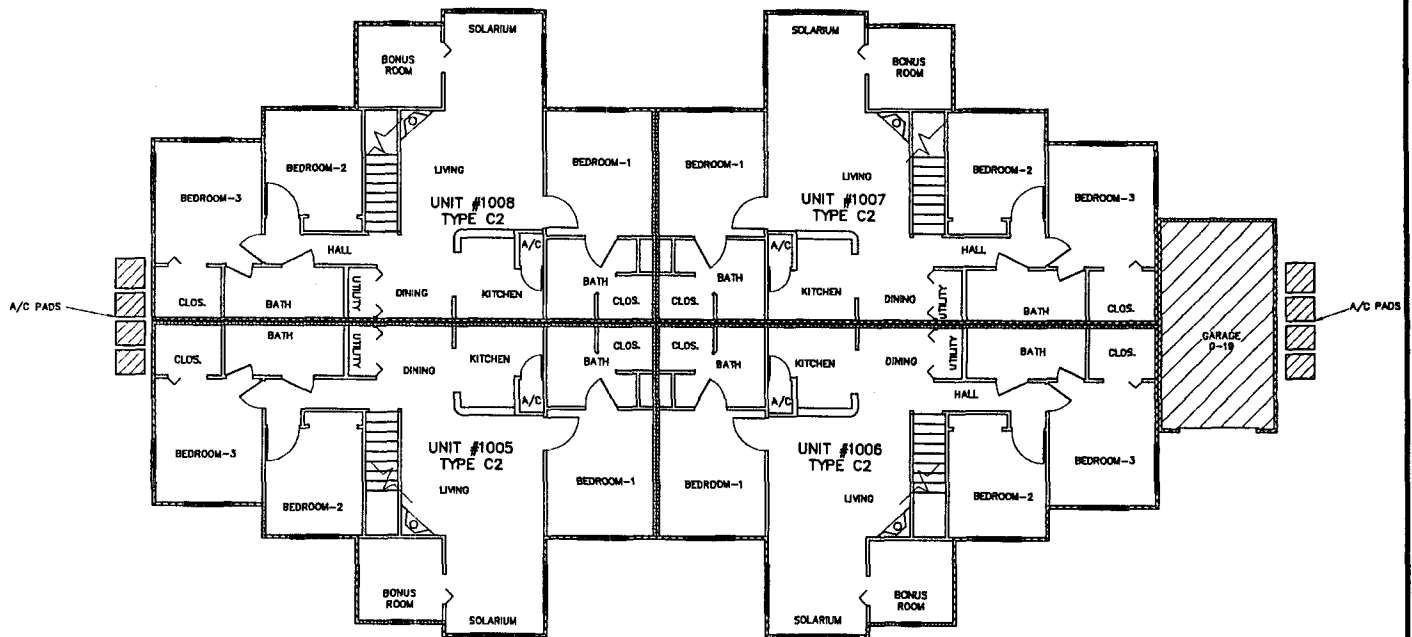
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1000 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

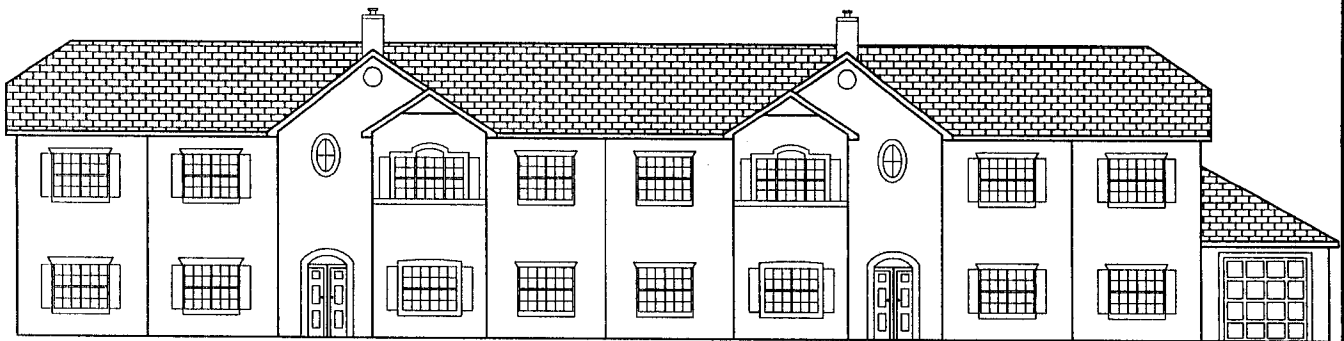
05/25/06

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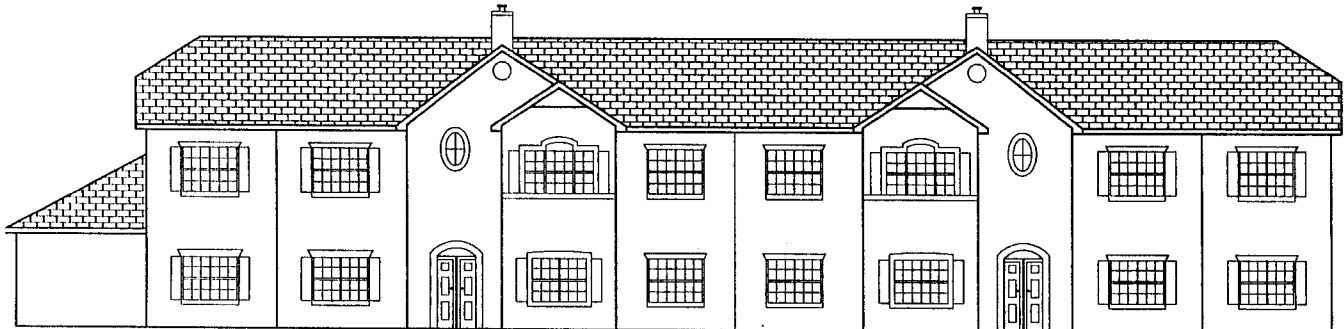


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

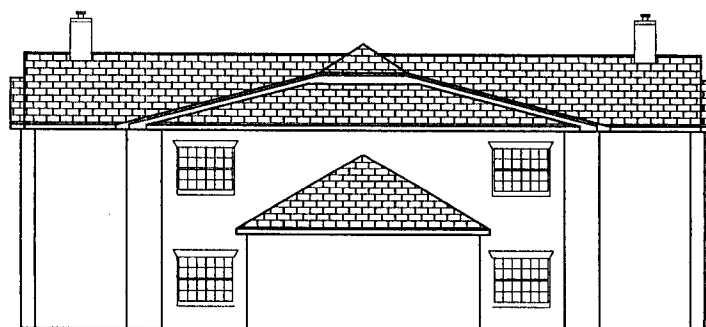
BUILDING 1000



FRONT ELEVATION



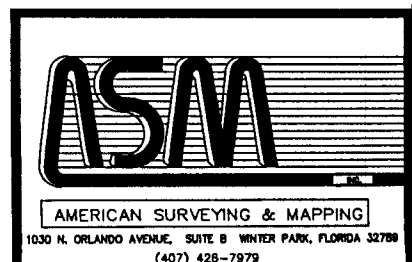
REAR ELEVATION



SIDE ELEVATION

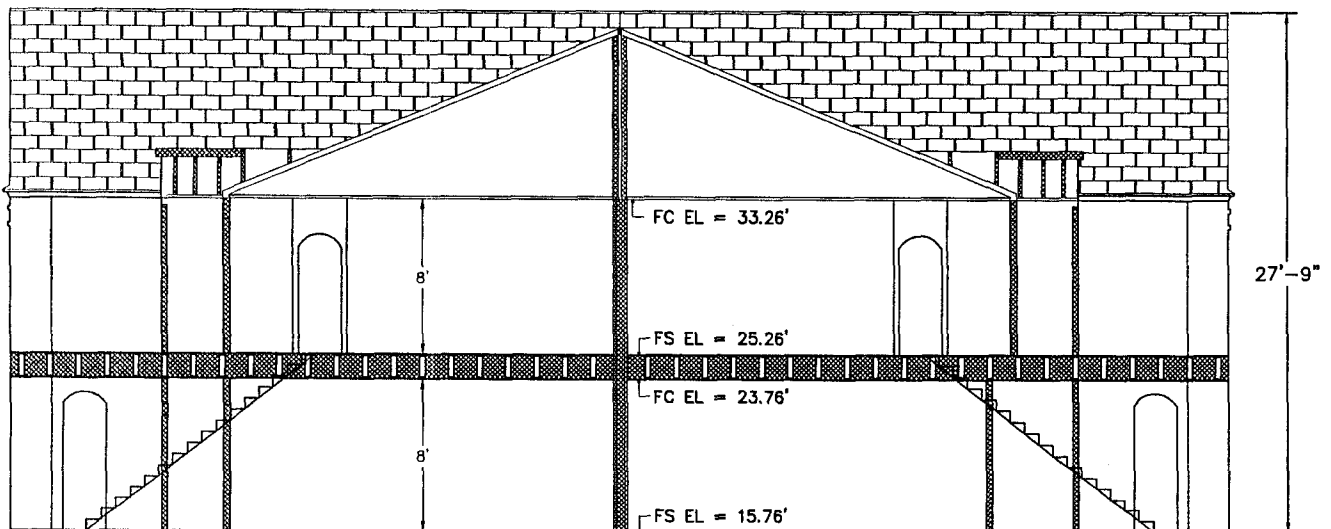
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1000, SECTION VIEW

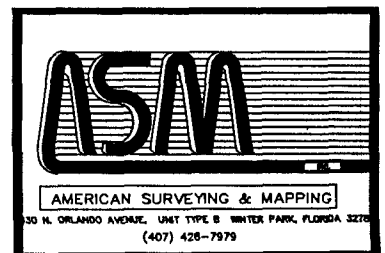


SECTION VIEW

NOT TO SCALE

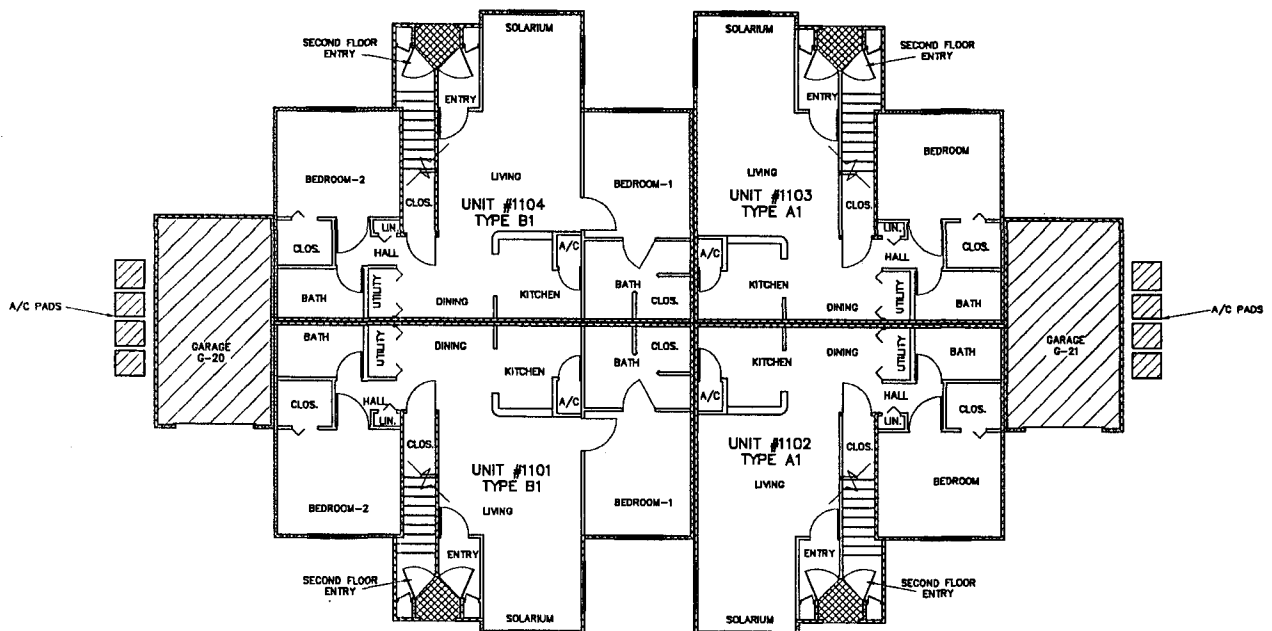
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1100 FIRST FLOOR



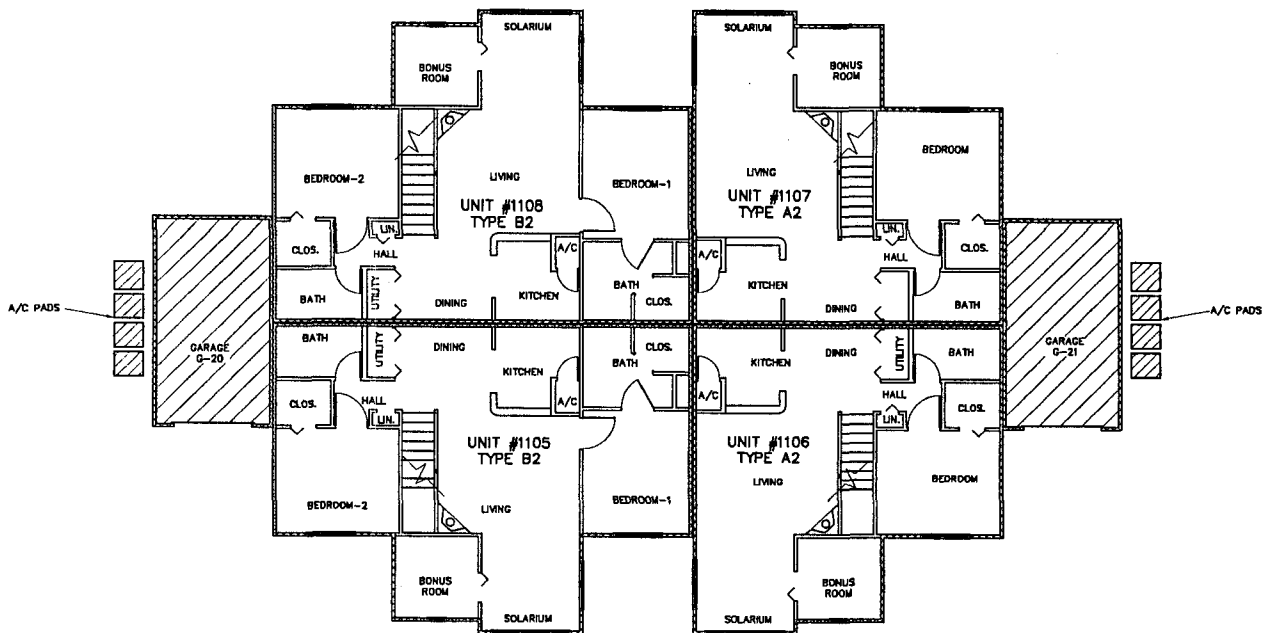
1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1100 SECOND FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
-  = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

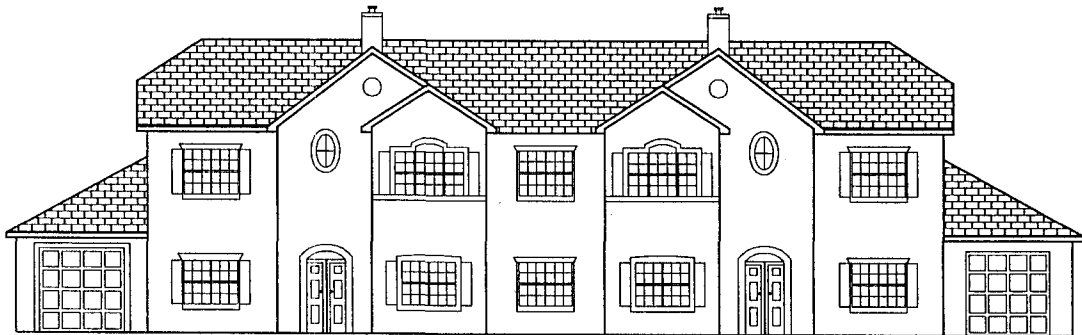


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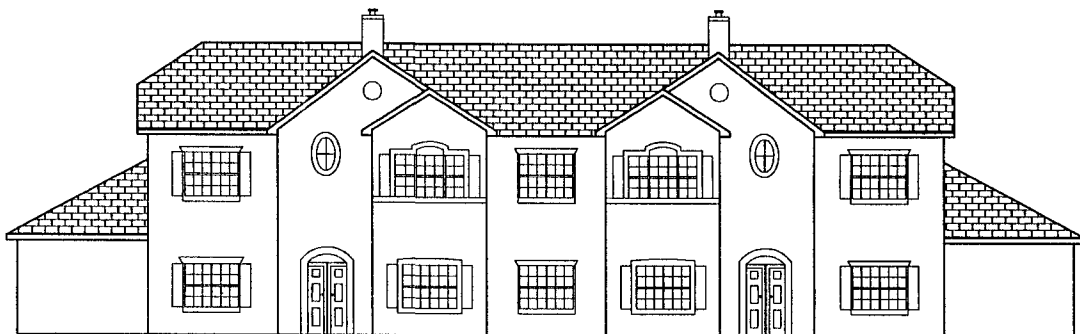
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

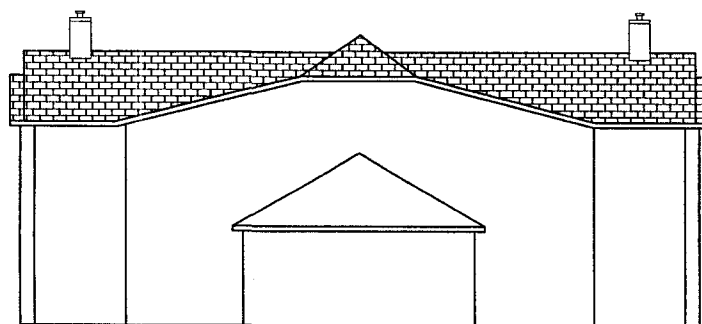
BUILDING 1100



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

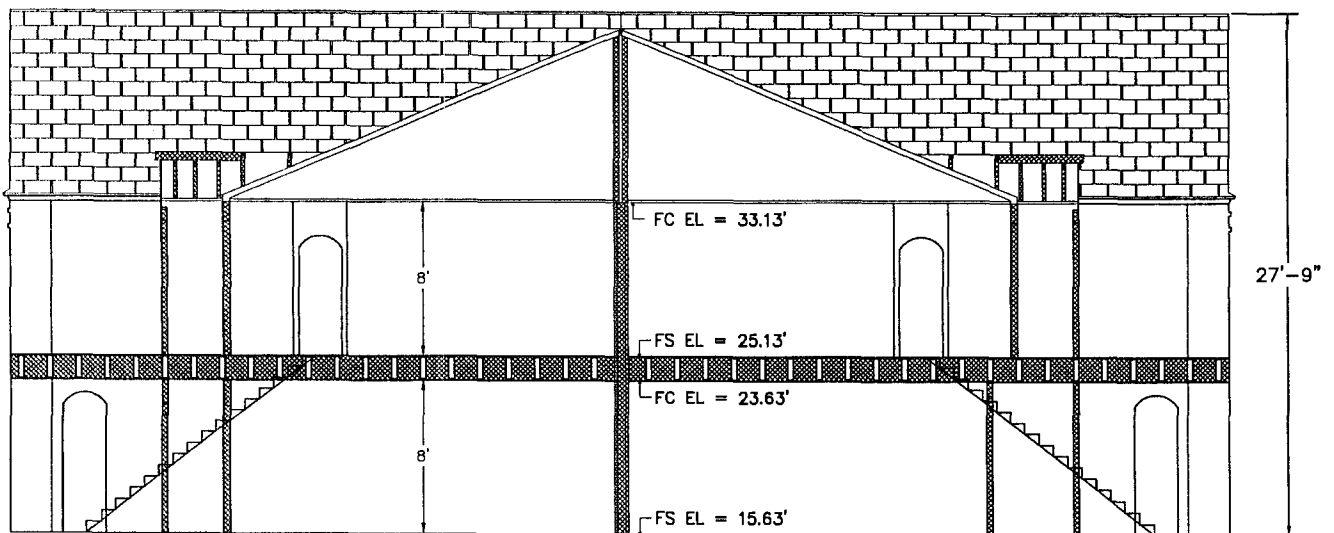
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1100, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

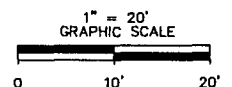
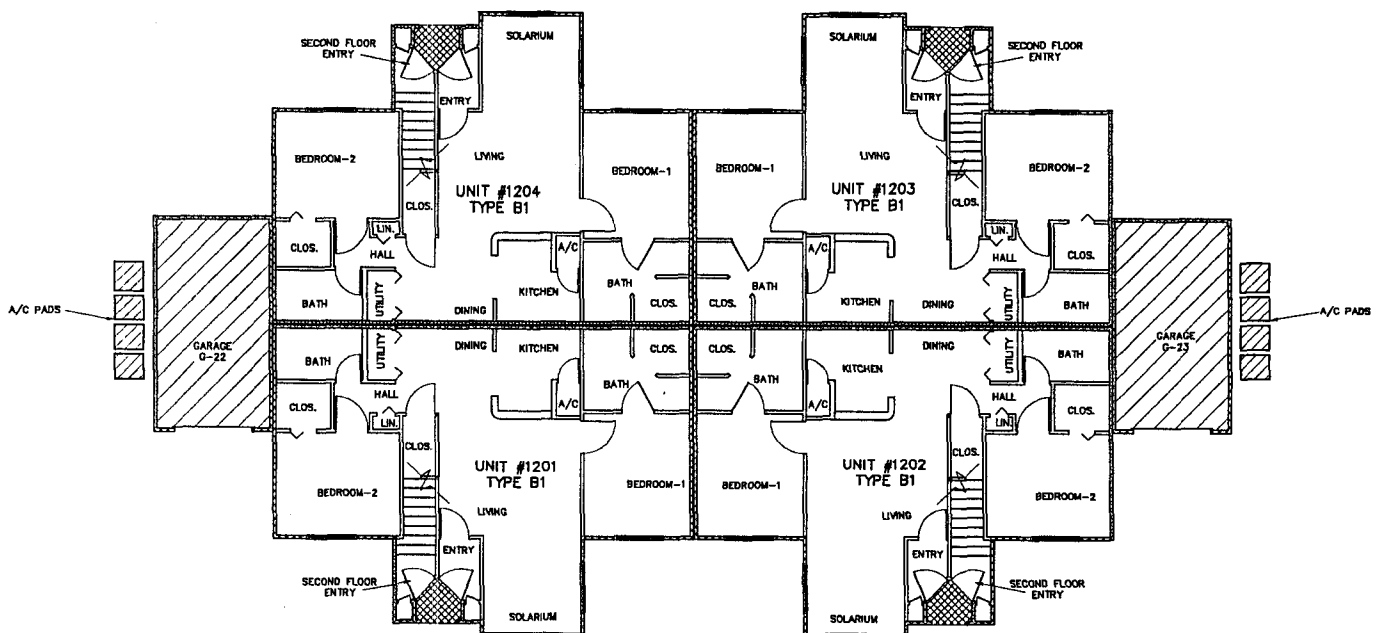
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1200 FIRST FLOOR

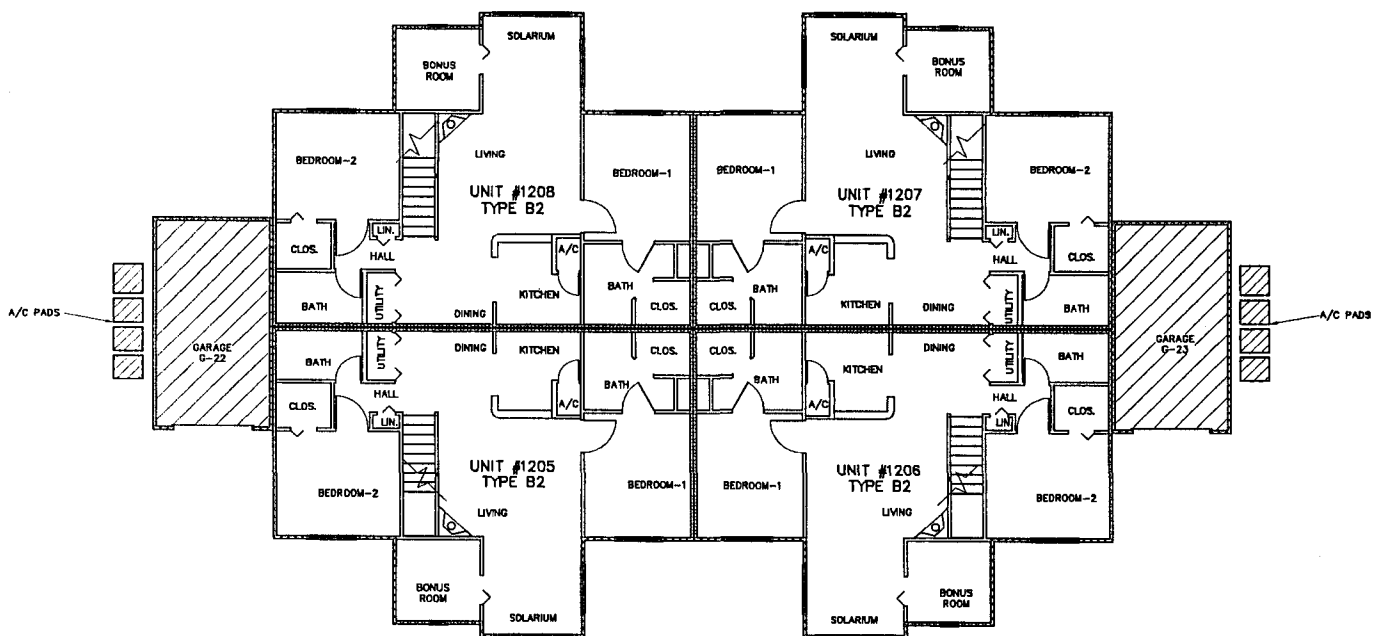


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1200 SECOND FLOOR



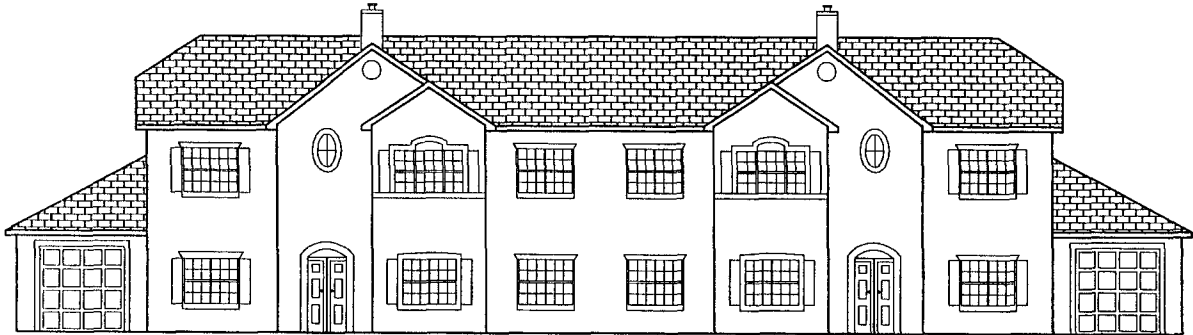
1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

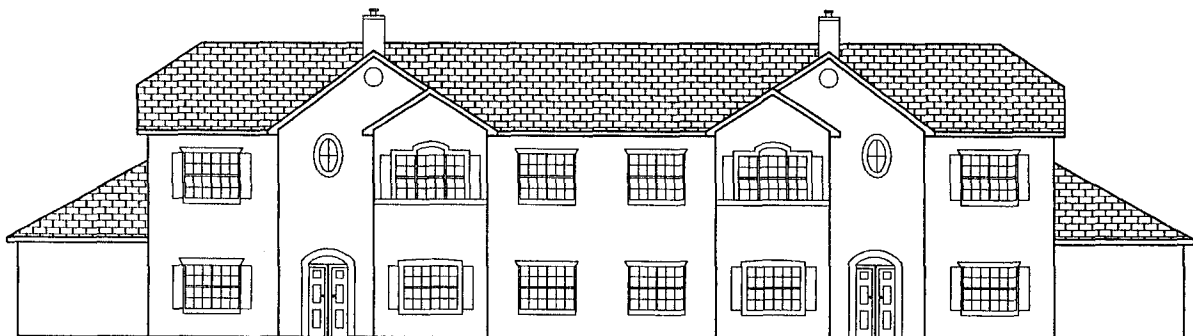
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

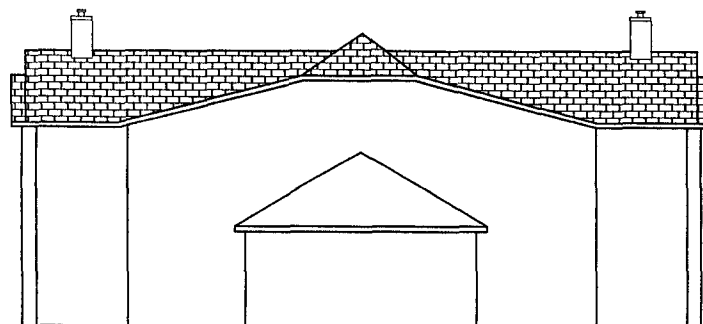
BUILDING 1200



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

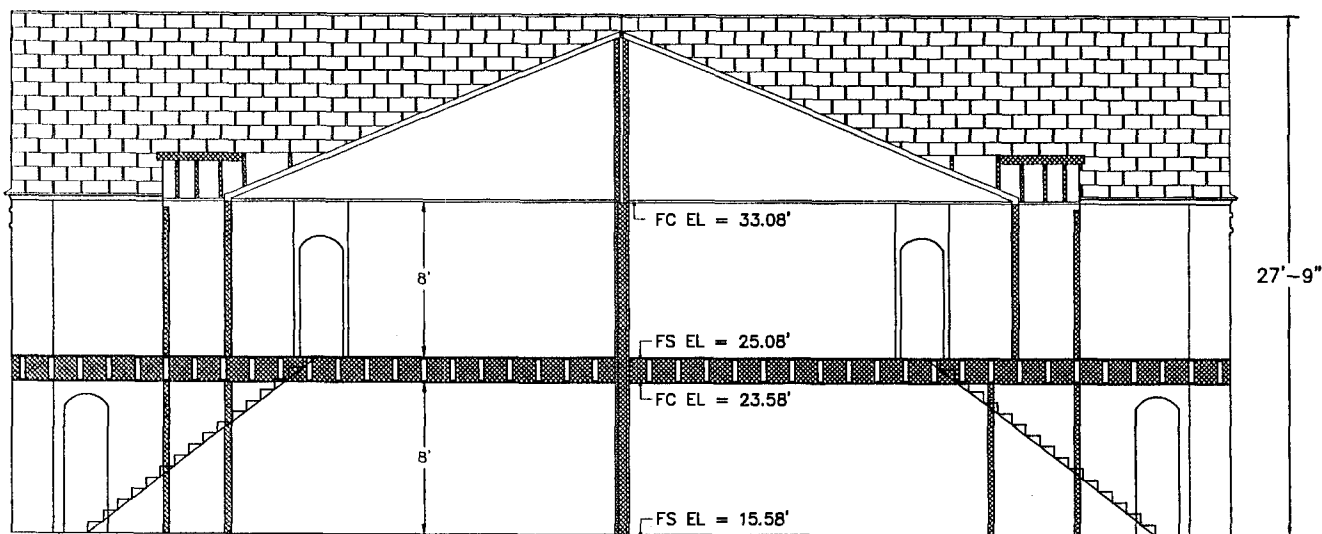
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1200, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

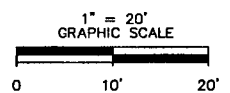
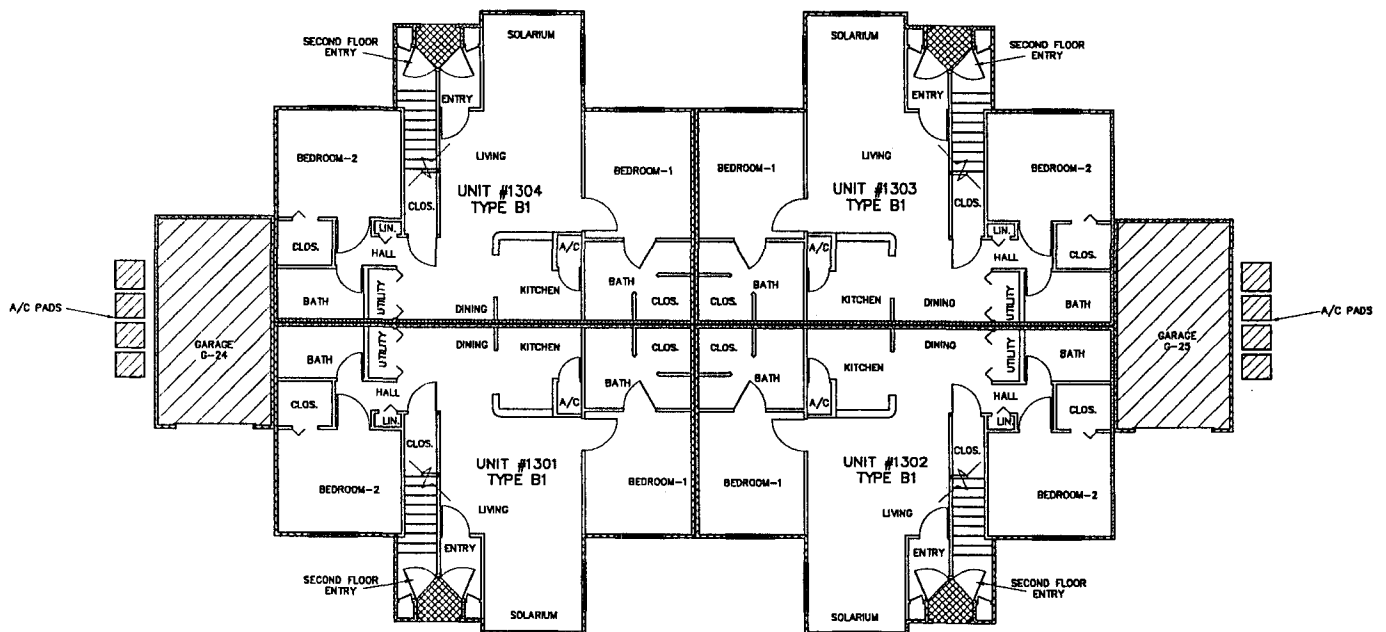
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1300 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

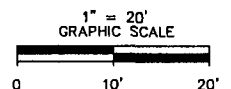
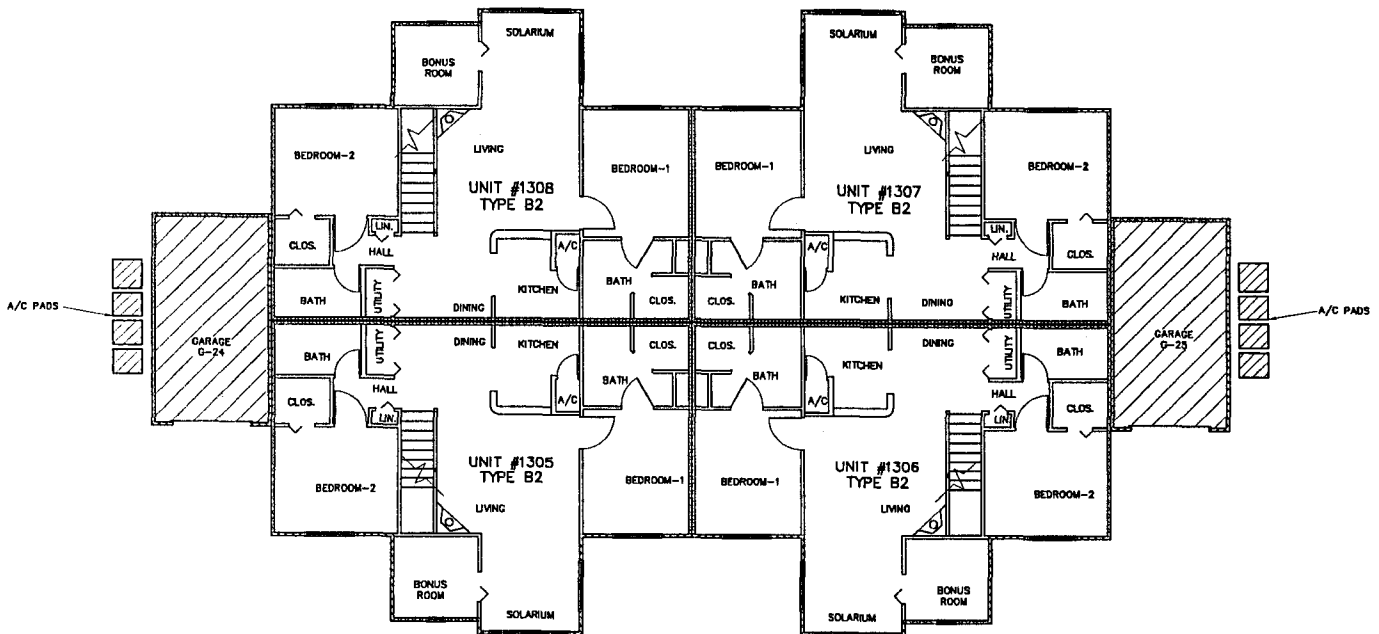
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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1300 SECOND FLOOR

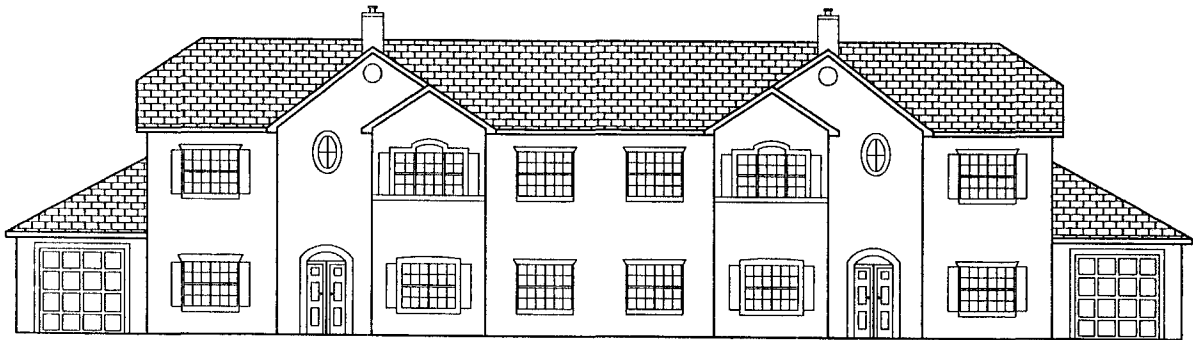


LEGEND AND ABBREVIATIONS

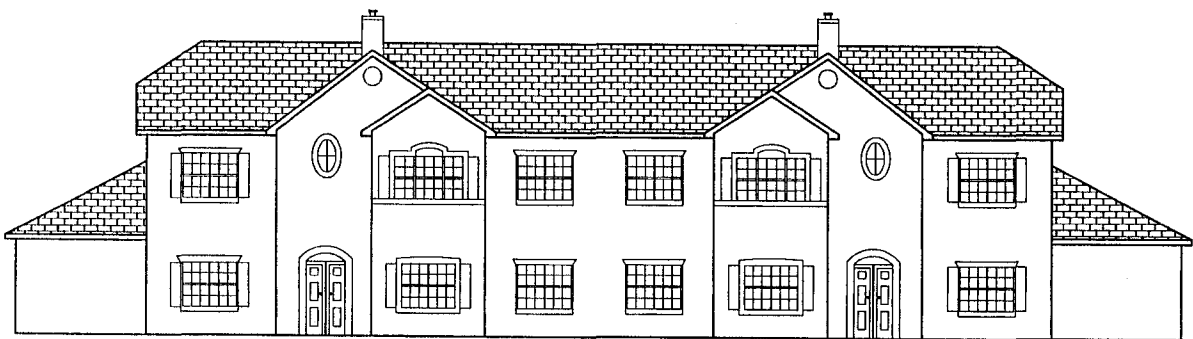
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

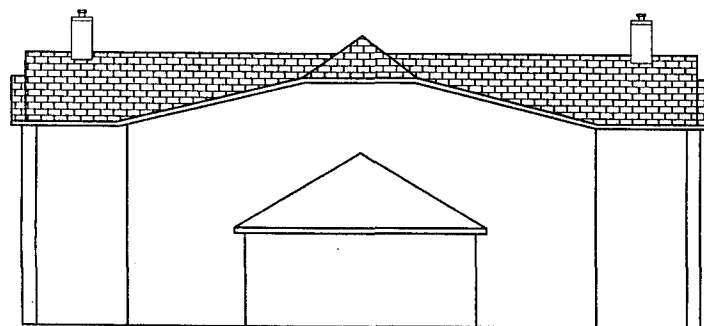
BUILDING 1300



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

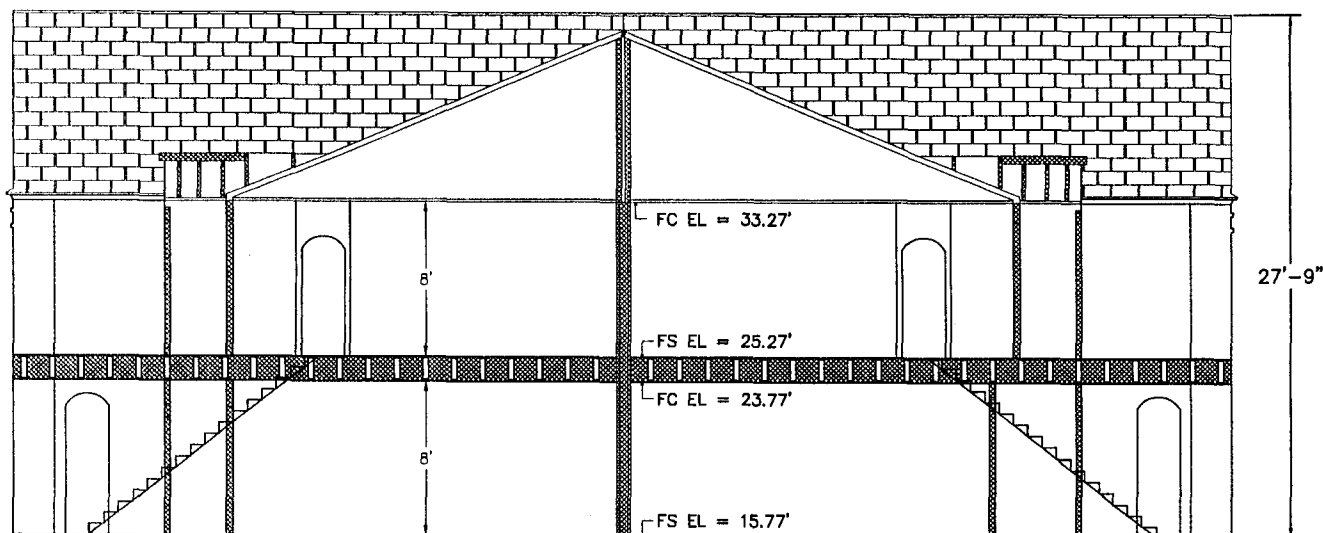
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1300, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

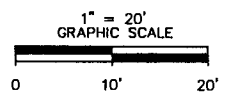
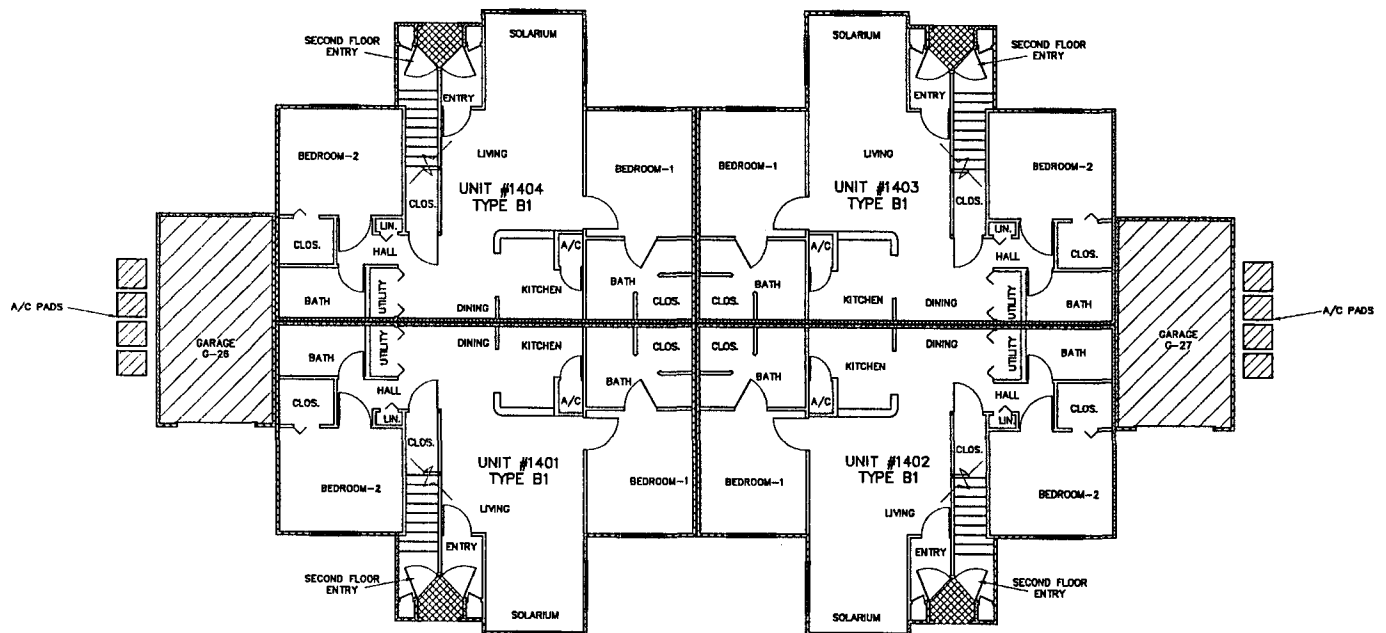
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1400 FIRST FLOOR



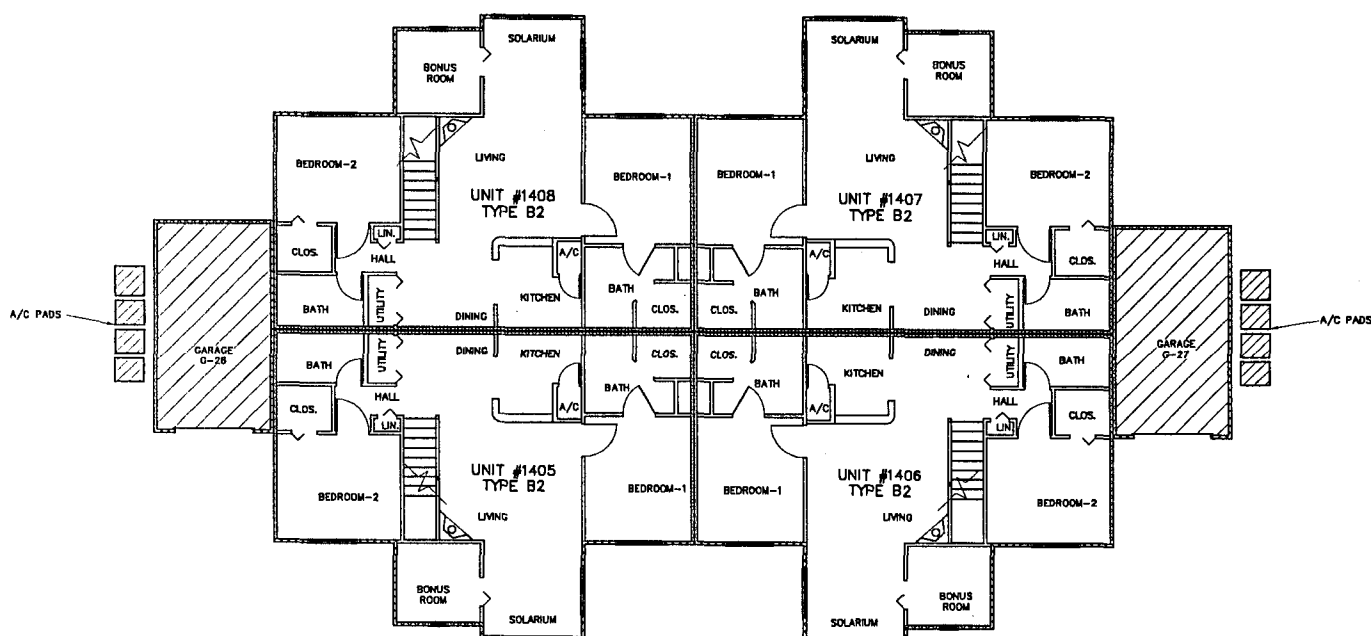
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1400 SECOND FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

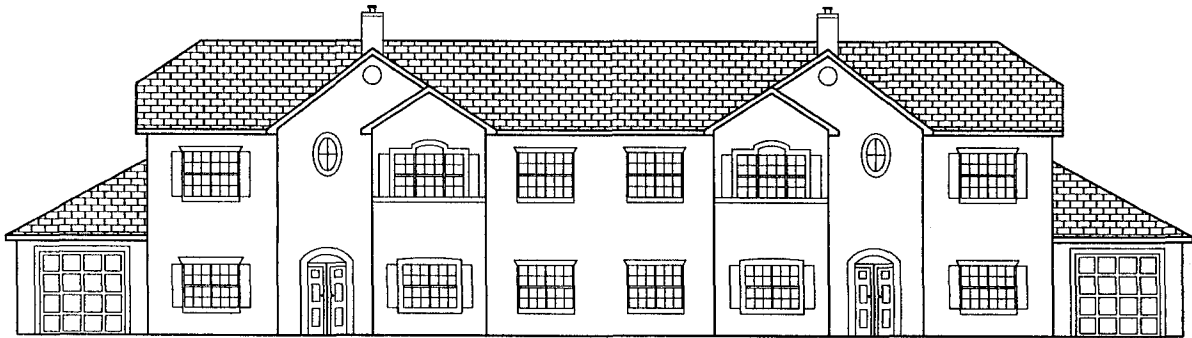
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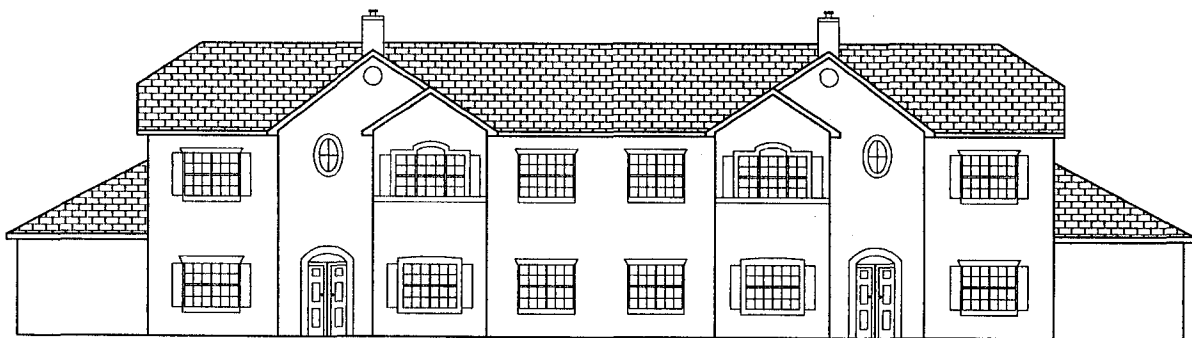


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

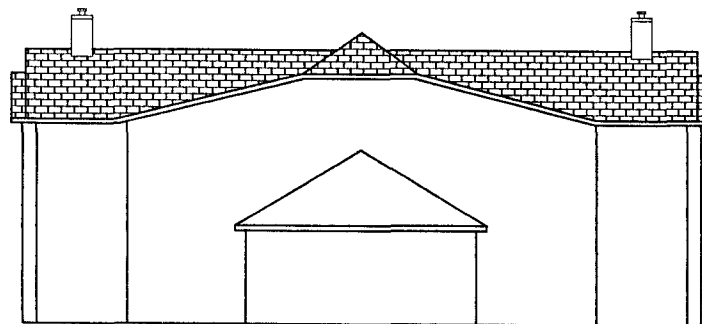
BUILDING 1400



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

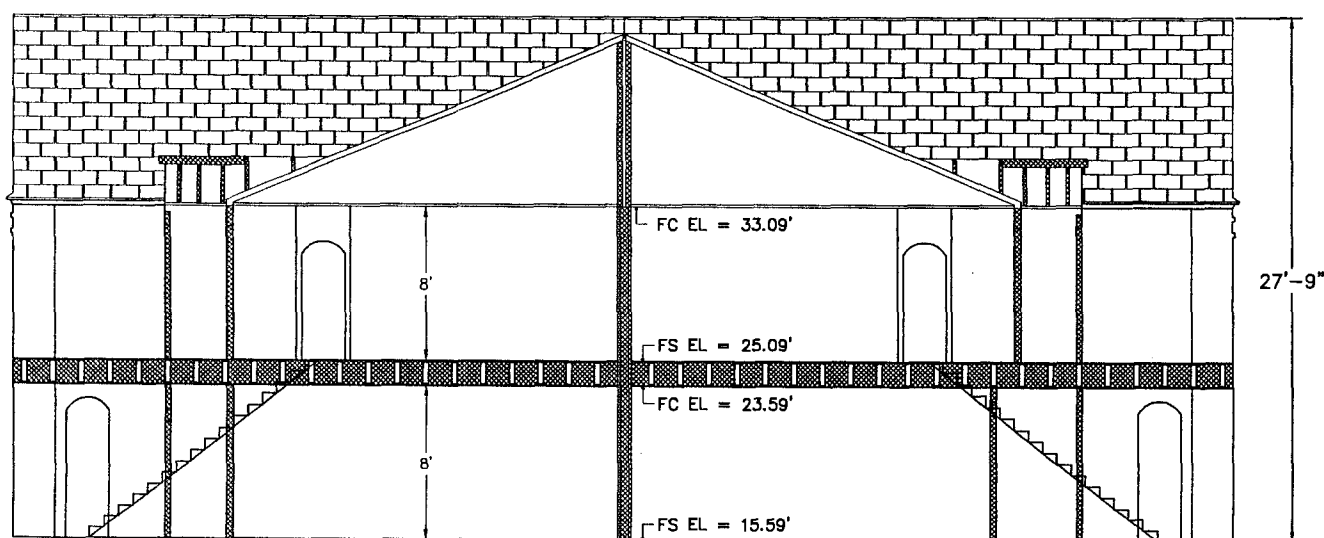
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1400, SECTION VIEW



SECTION VIEW

NOT TO SCALE

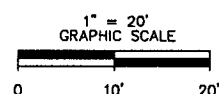
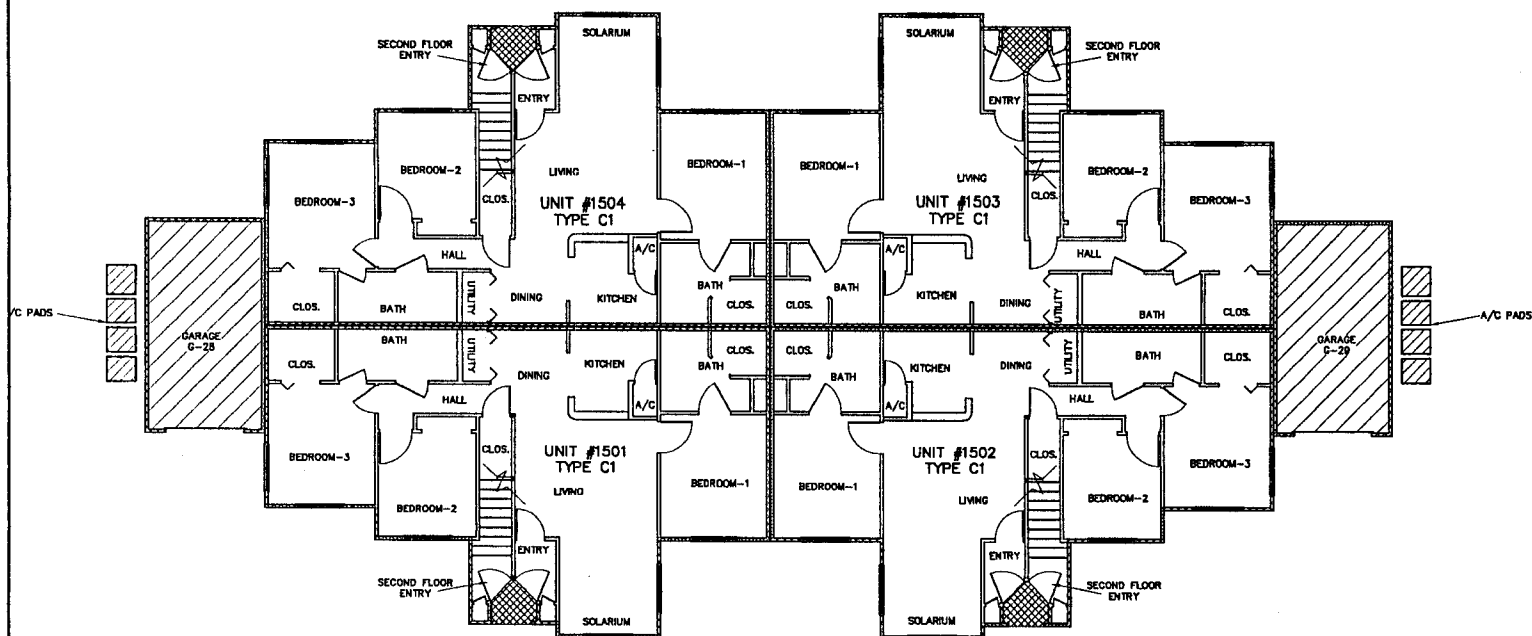
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1500 FIRST FLOOR



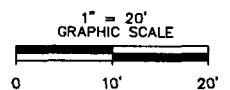
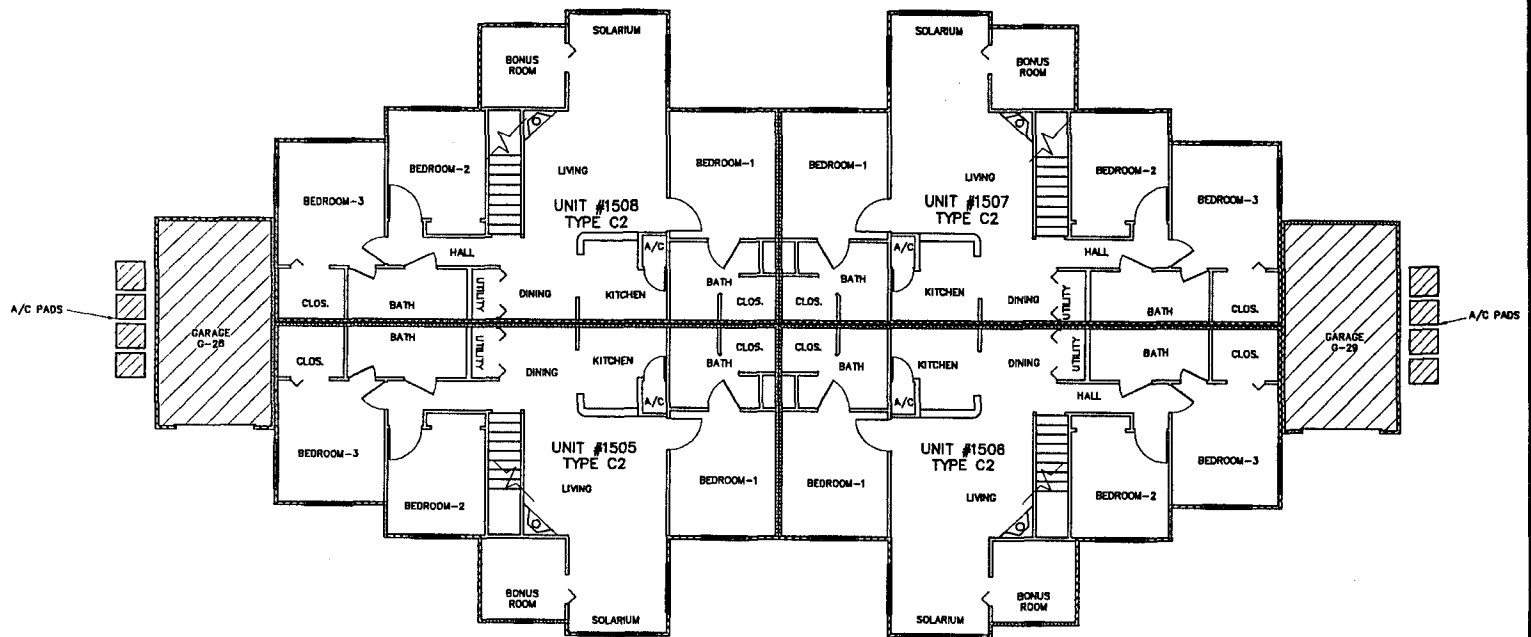
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1500 SECOND FLOOR

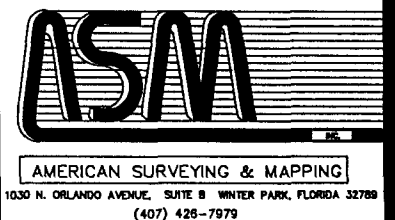


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

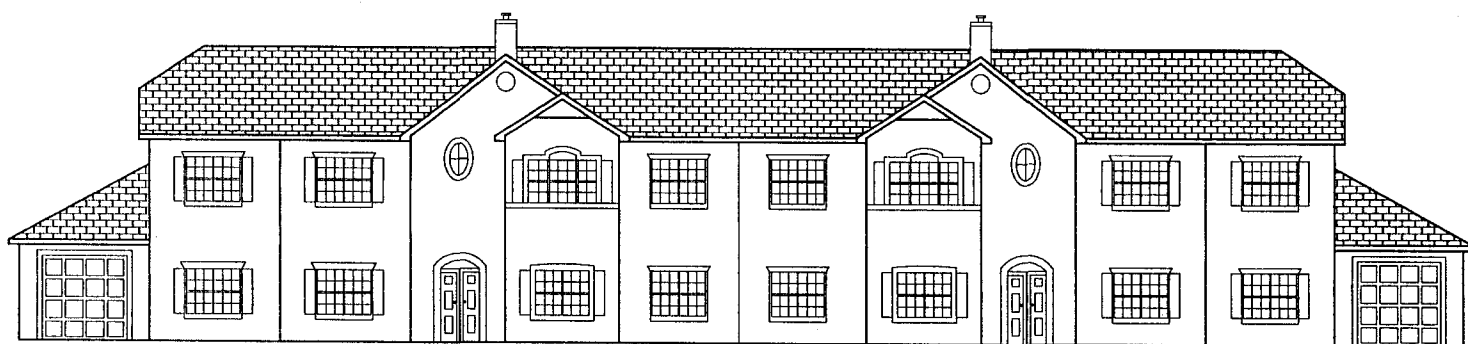
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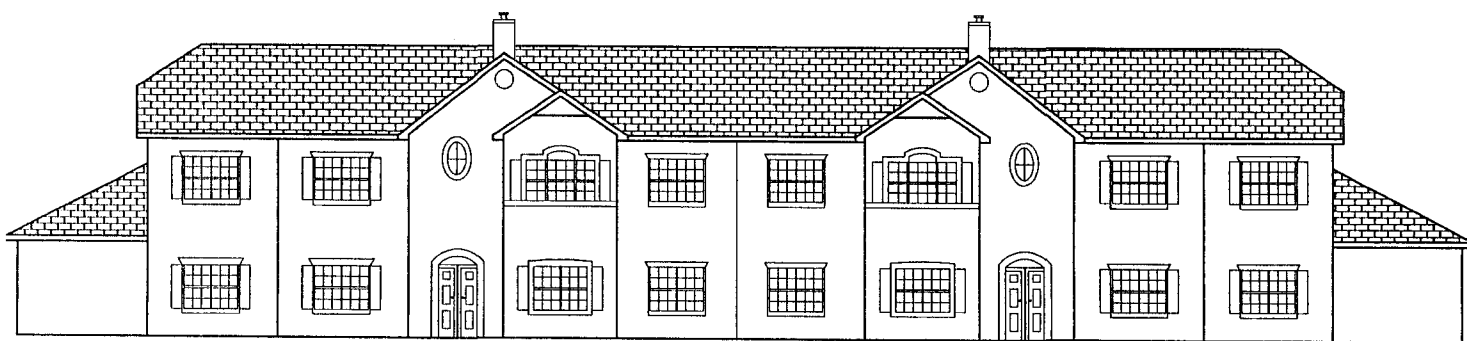


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

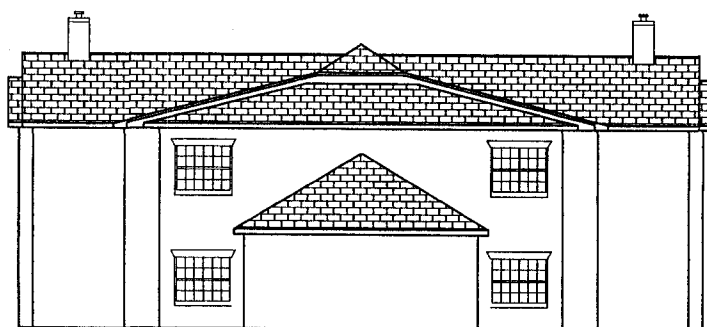
BUILDING 1500



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

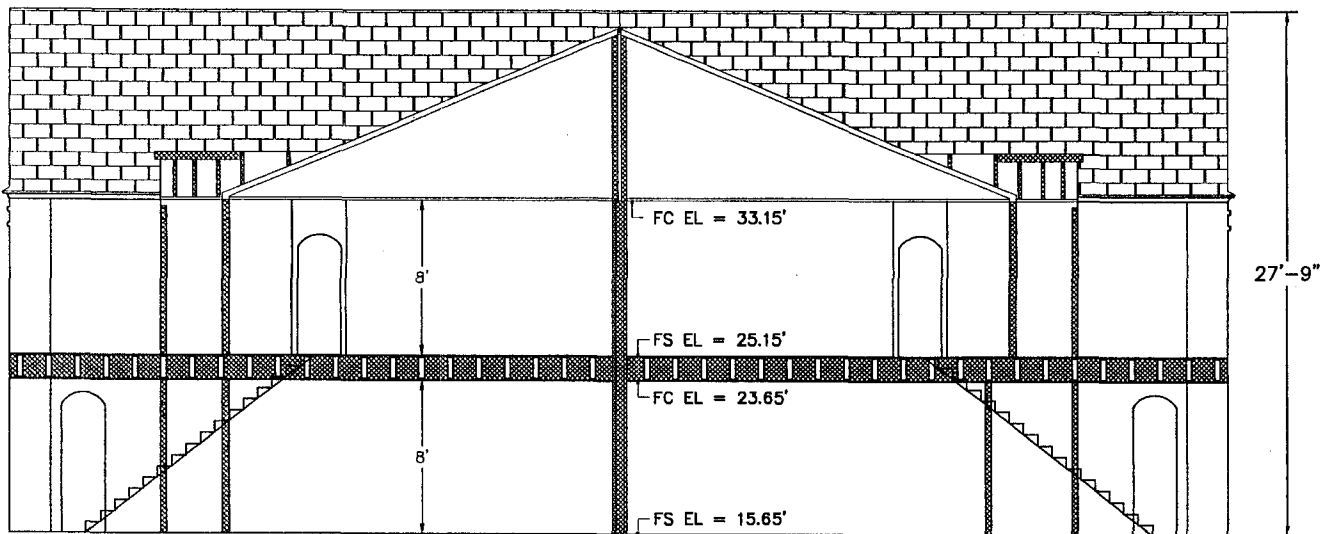
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1500, SECTION VIEW




SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

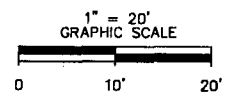
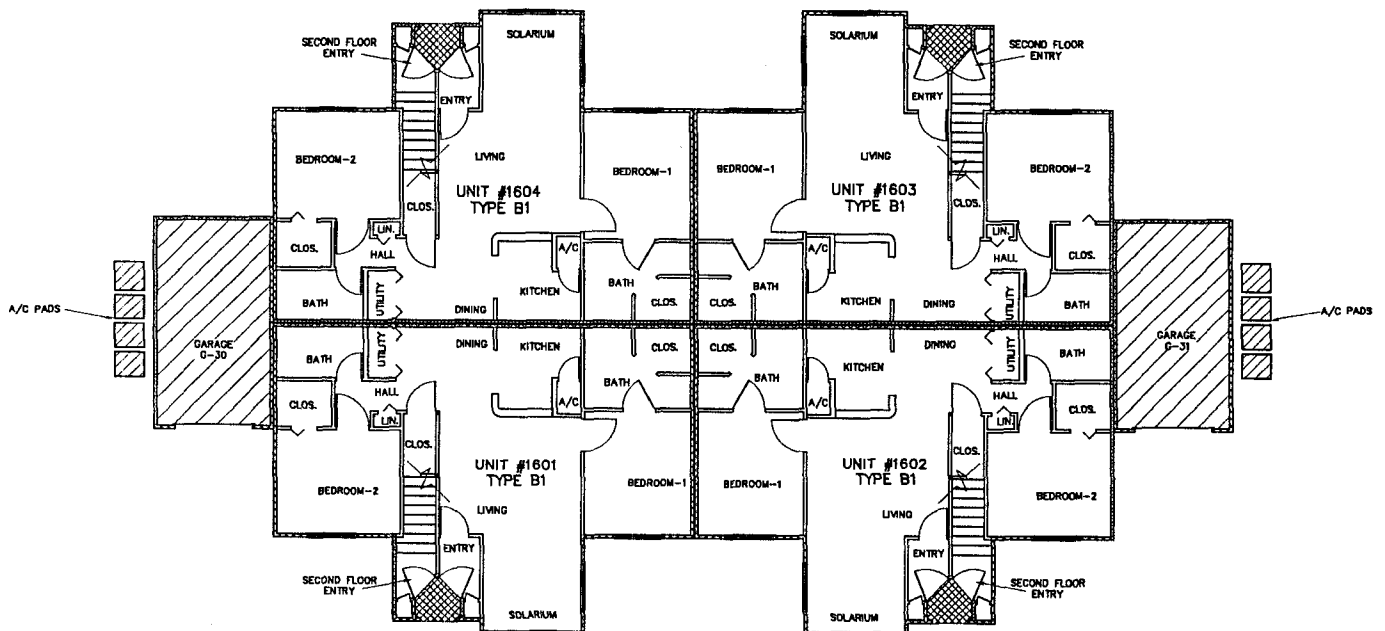


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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1600 FIRST FLOOR



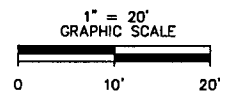
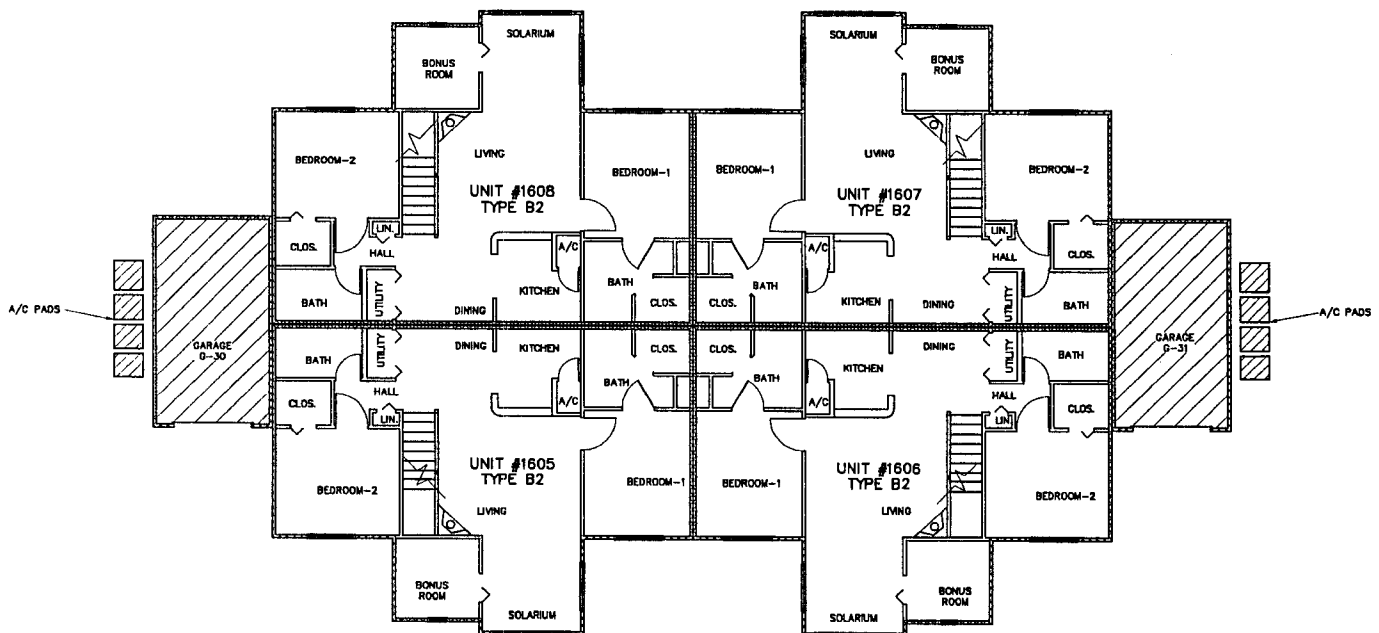
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1600 SECOND FLOOR

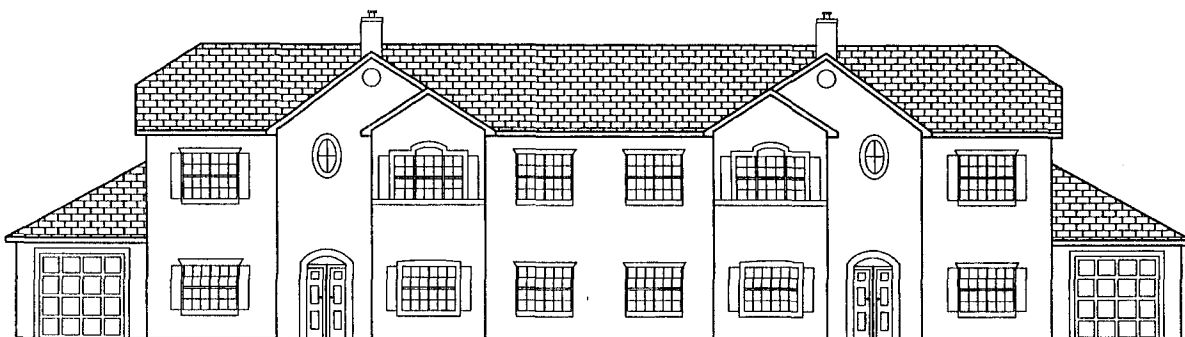


LEGEND AND ABBREVIATIONS

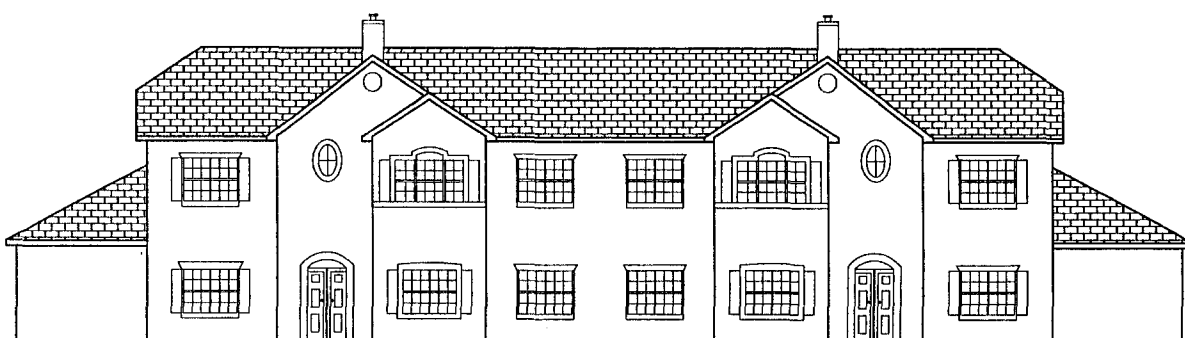
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

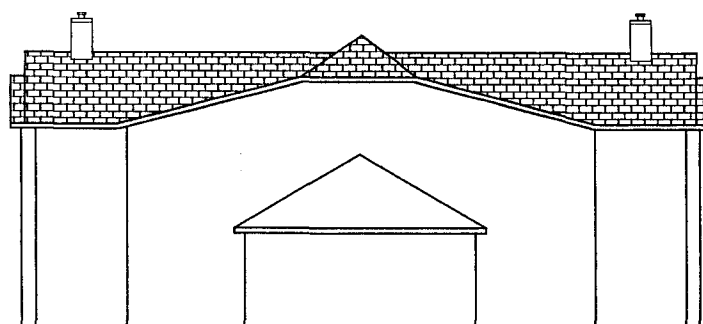
BUILDING 1600



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

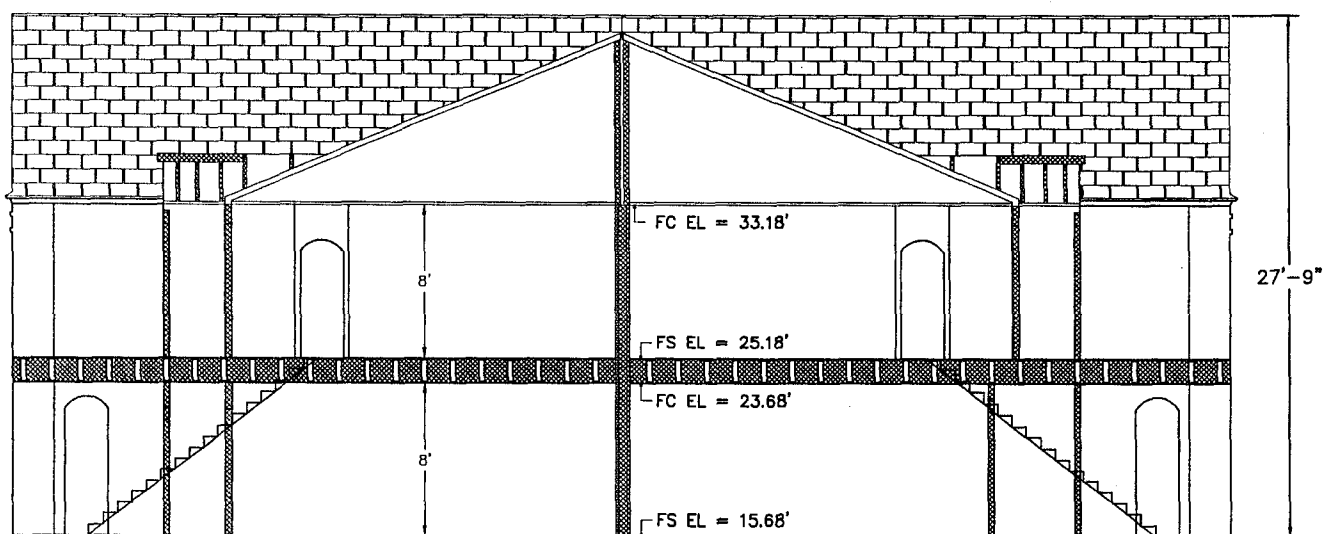
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1600, SECTION VIEW

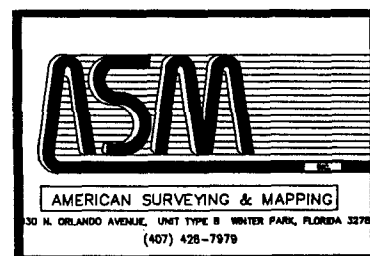


SECTION VIEW

NOT TO SCALE

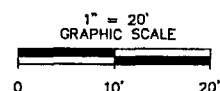
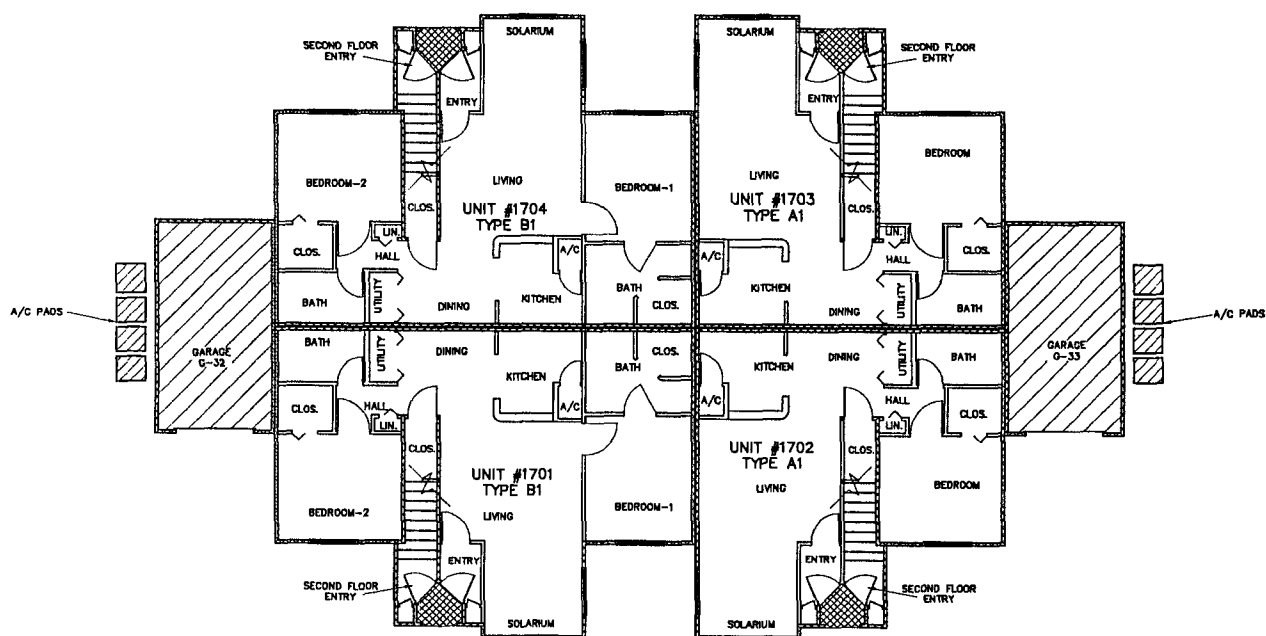
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1700 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

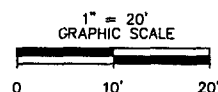
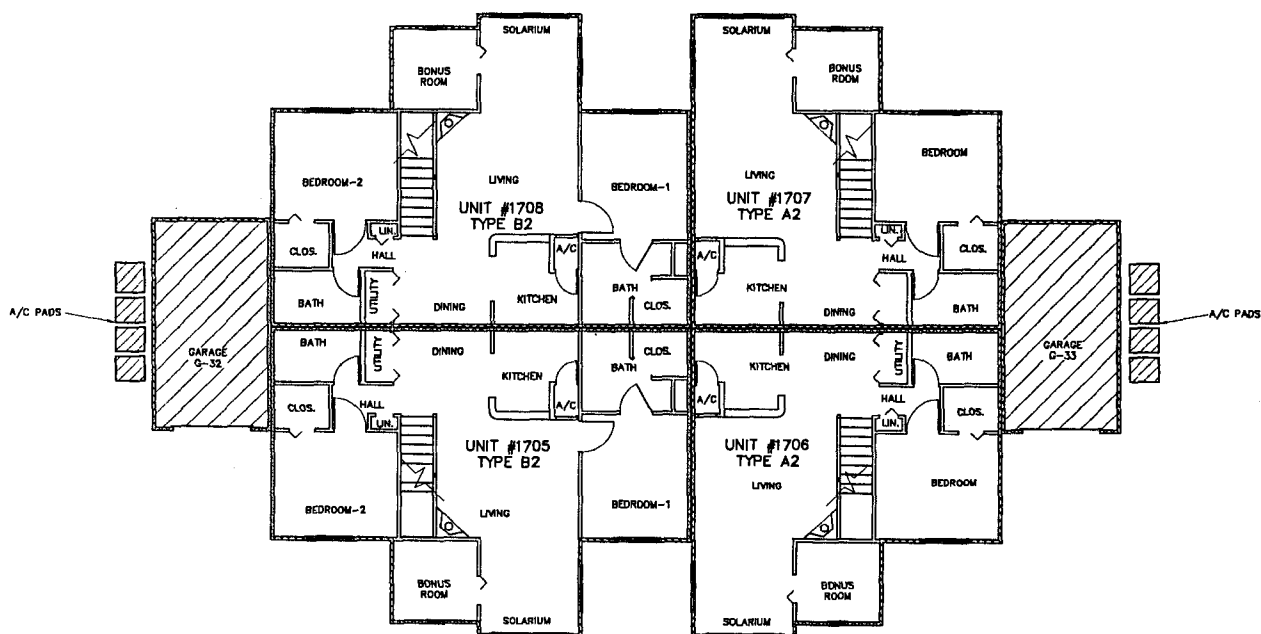


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1700 SECOND FLOOR

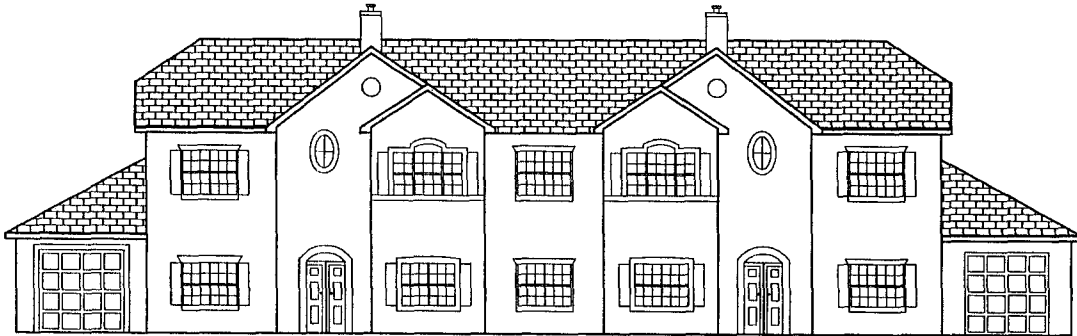


LEGEND AND ABBREVIATIONS

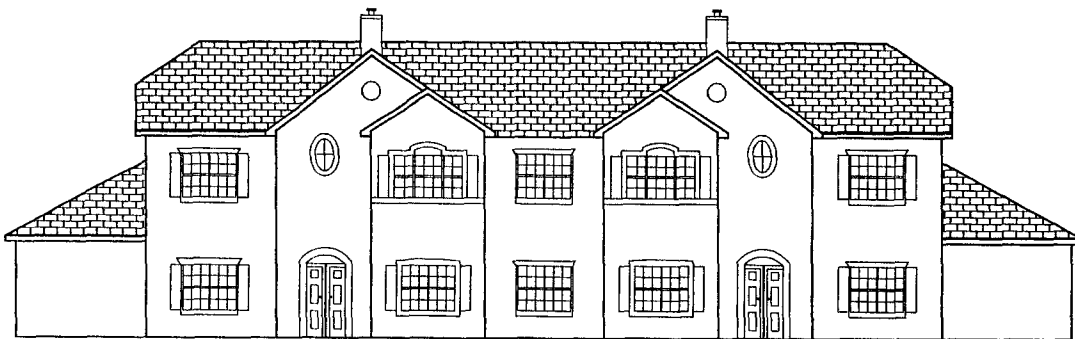
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

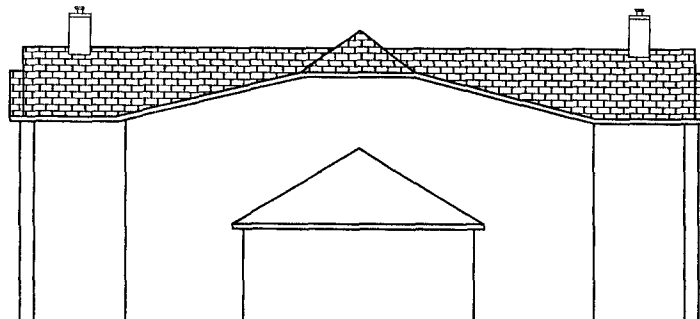
BUILDING 1700



FRONT ELEVATION



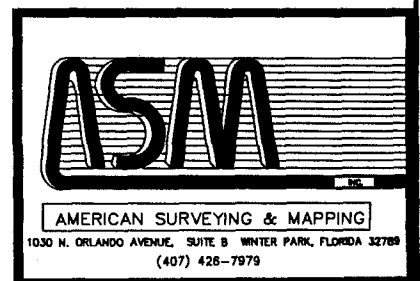
REAR ELEVATION



SIDE ELEVATION

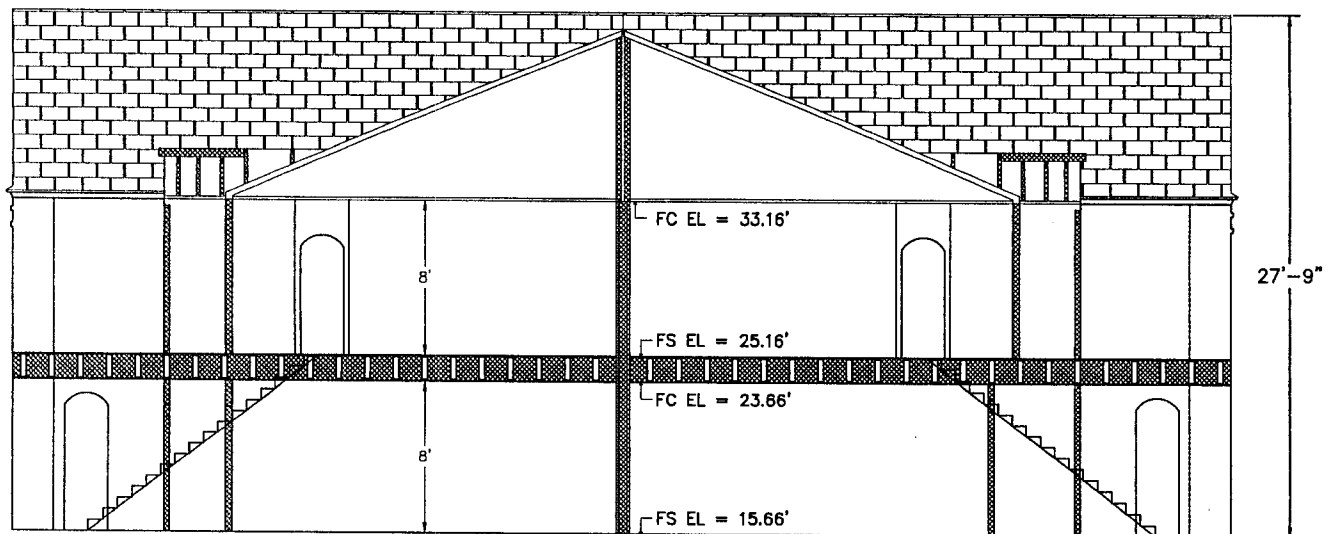
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1700, SECTION VIEW



SECTION VIEW

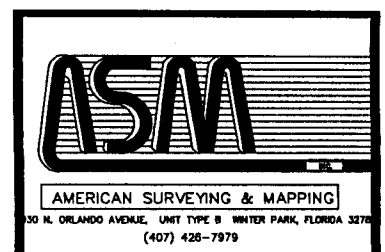
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

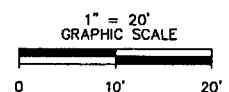
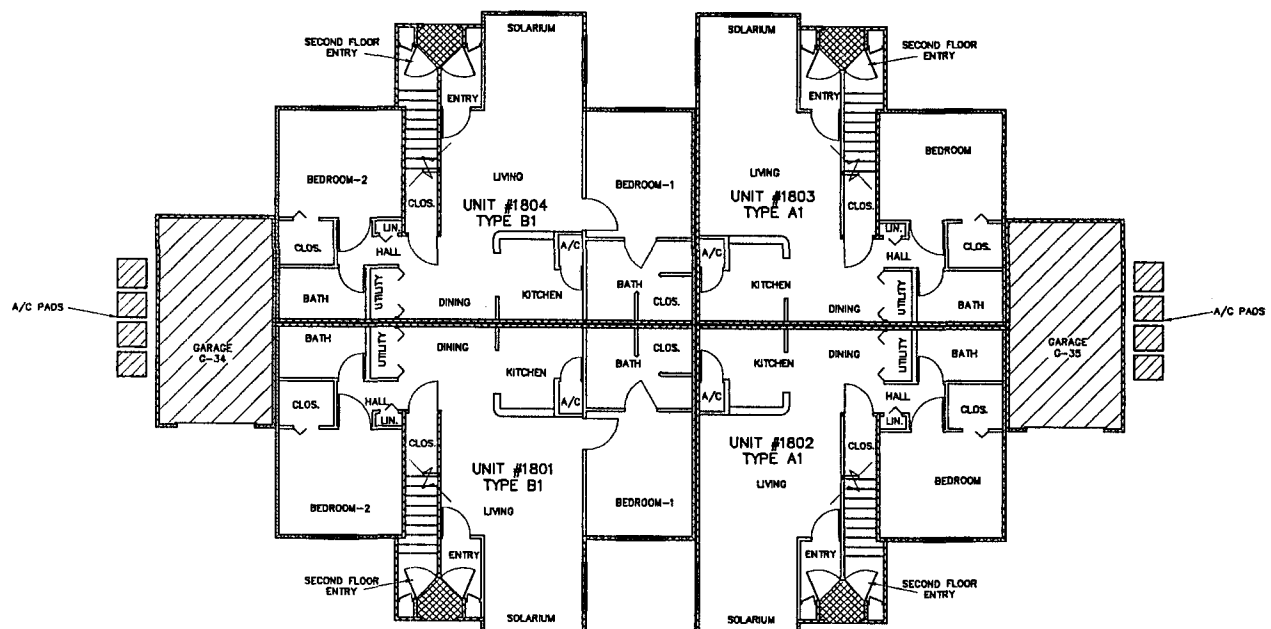
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1800 FIRST FLOOR



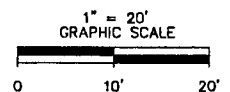
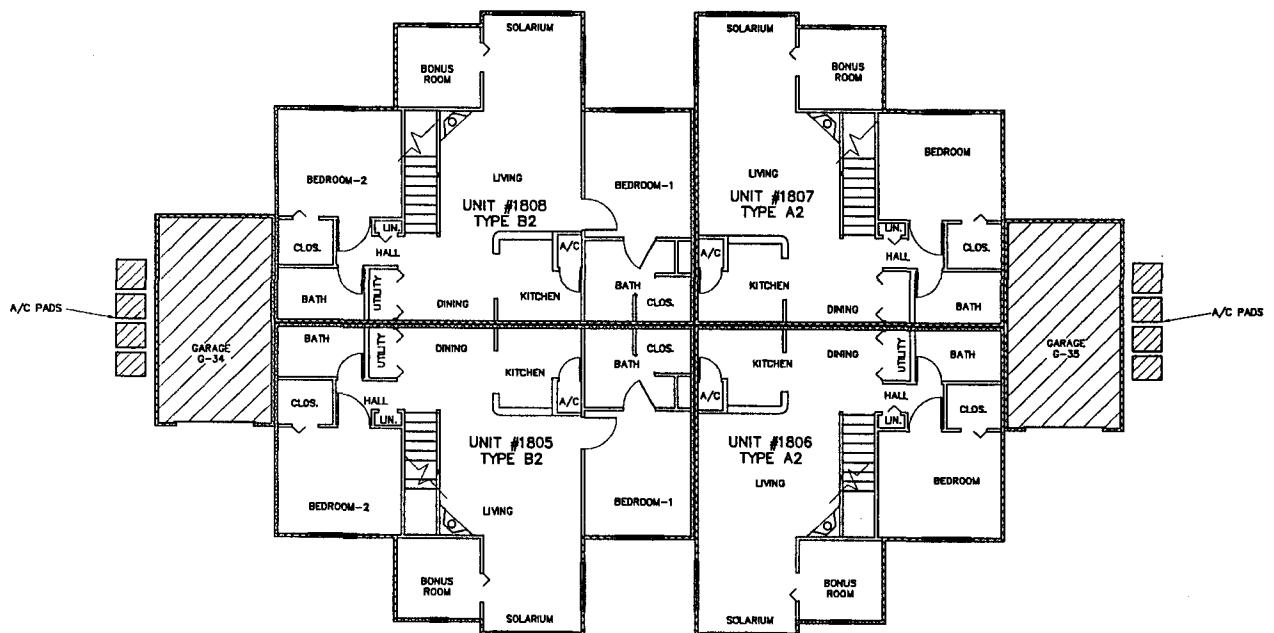
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1800 SECOND FLOOR

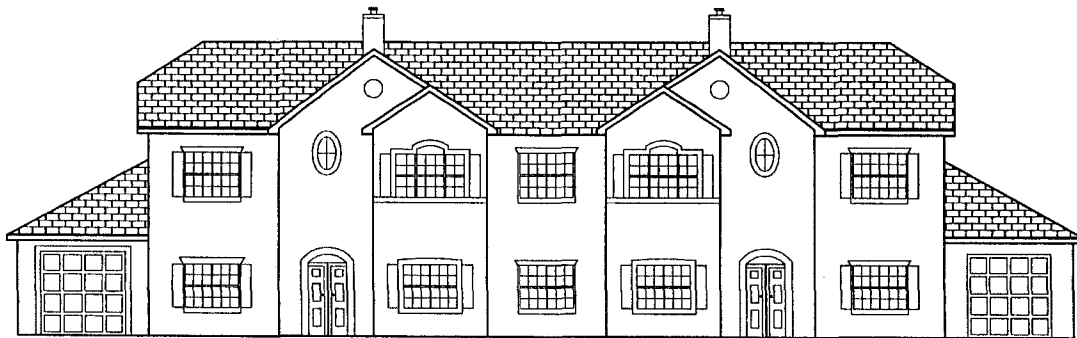


LEGEND AND ABBREVIATIONS

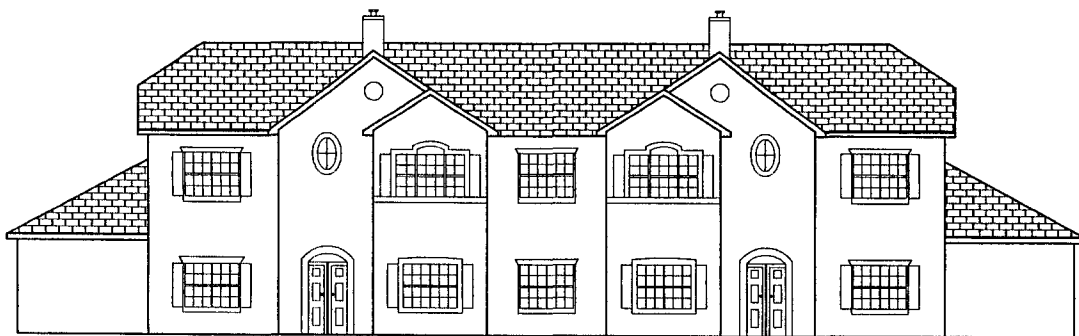
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

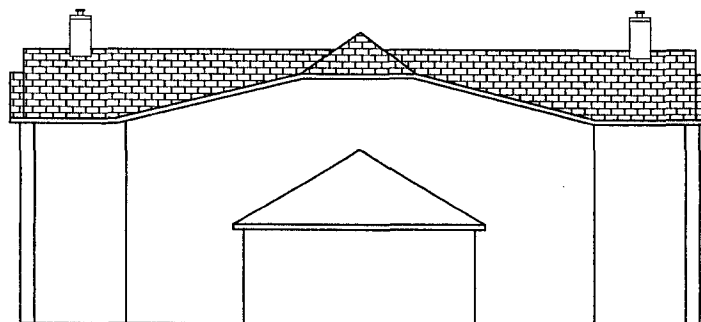
BUILDING 1800



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

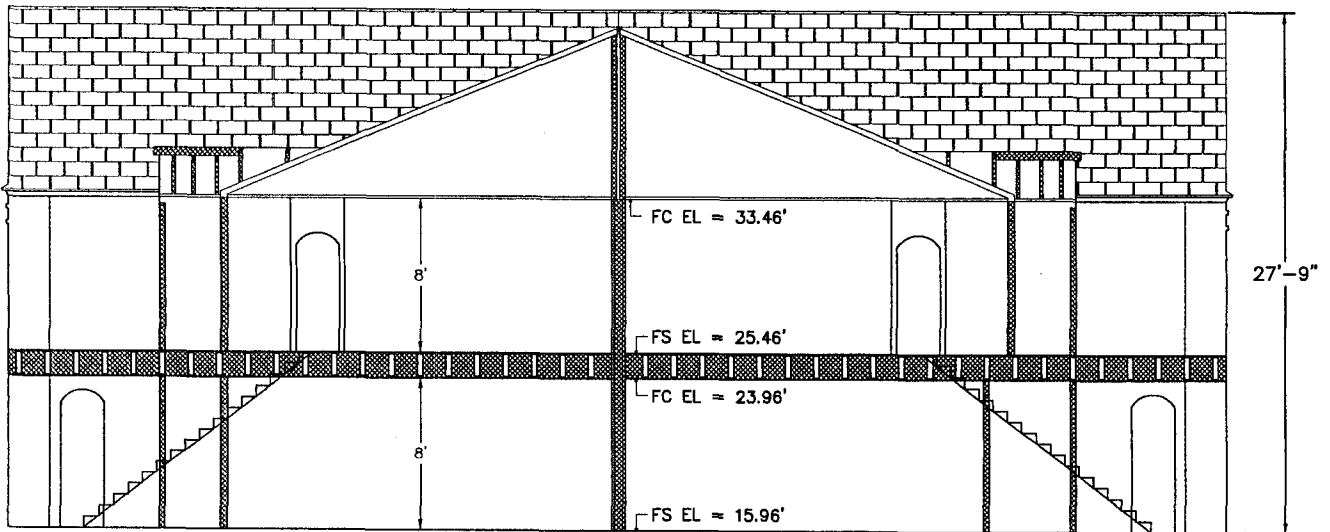
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1800, SECTION VIEW



SECTION VIEW

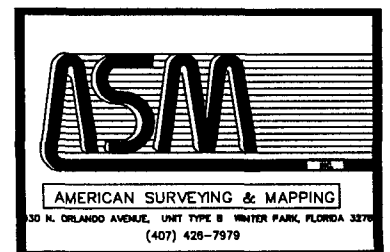
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

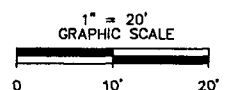
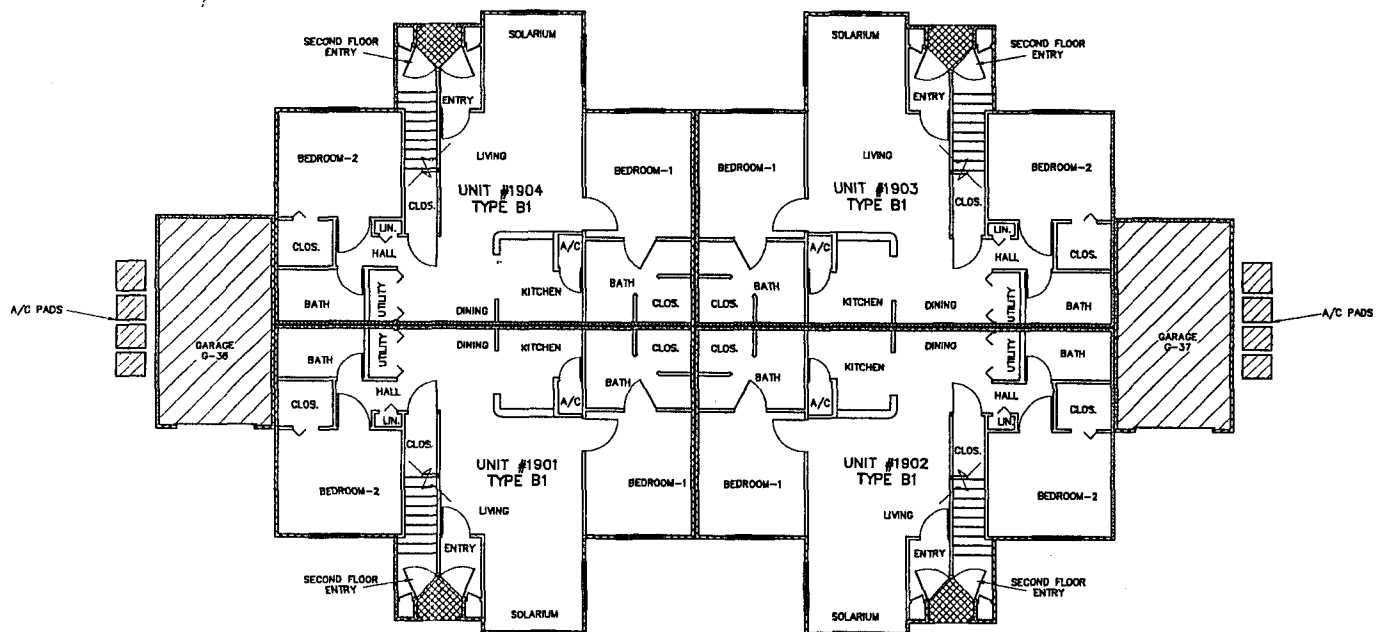
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1900 FIRST FLOOR



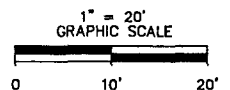
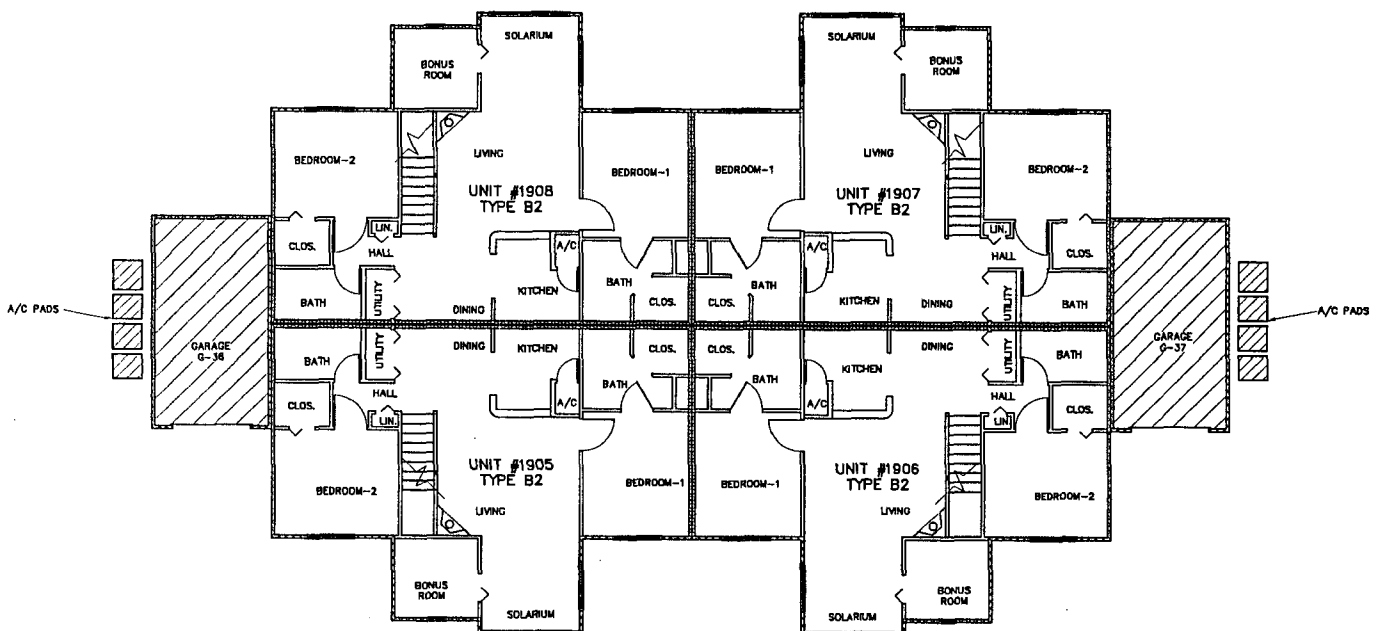
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 1900 SECOND FLOOR

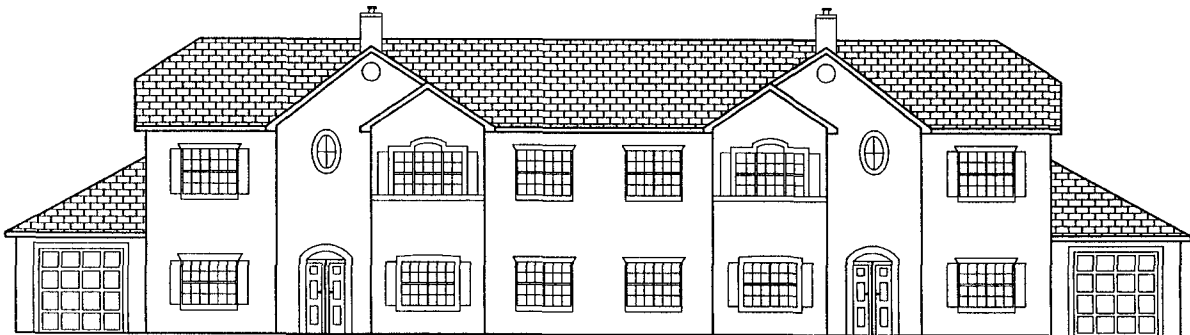


LEGEND AND ABBREVIATIONS

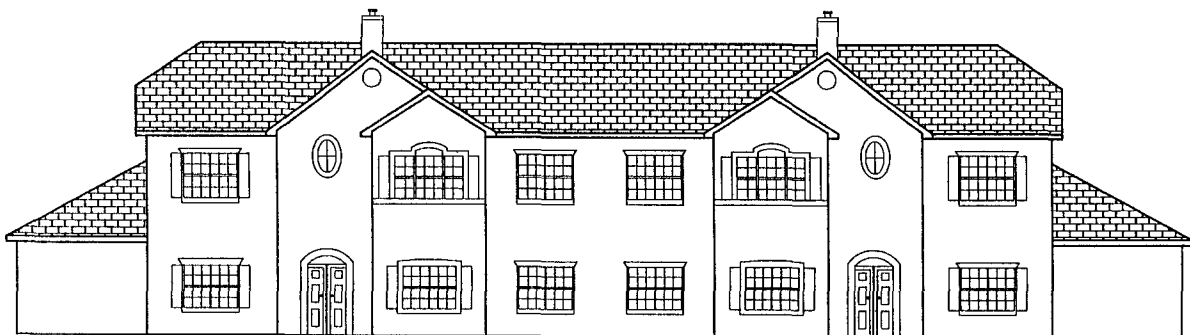
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

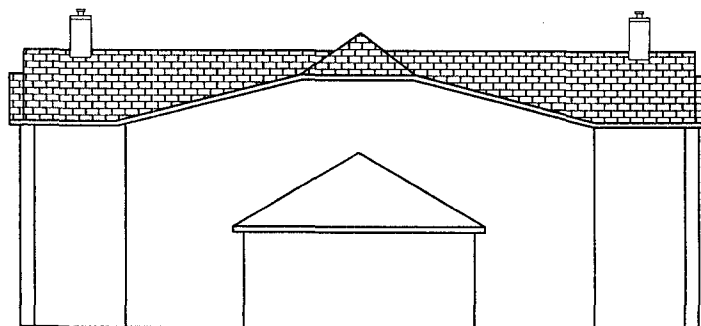
BUILDING 1900



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

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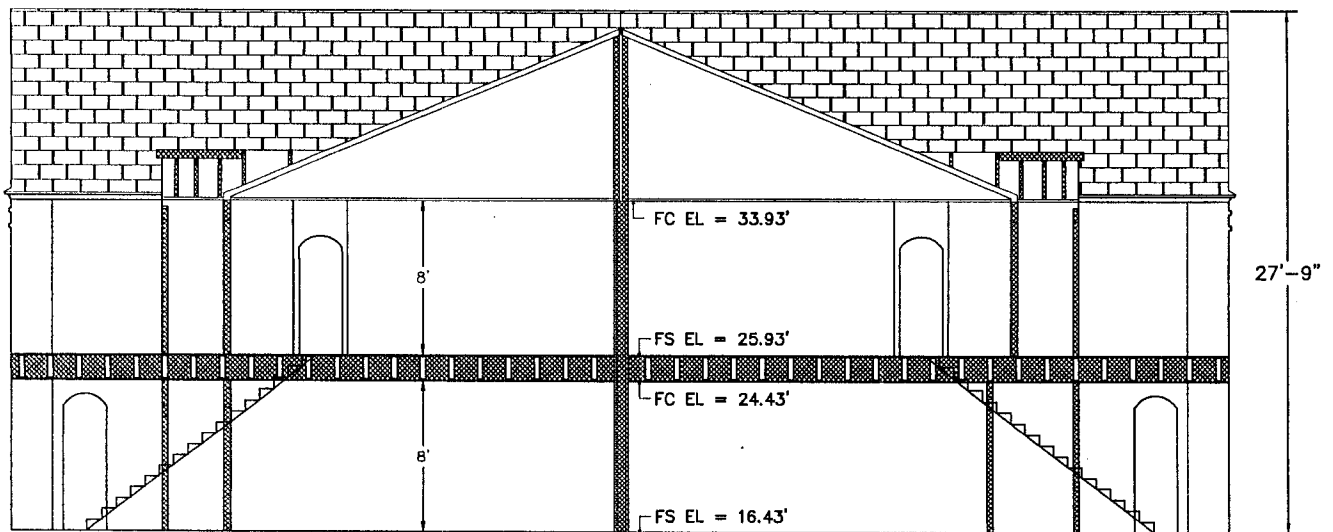
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 1900, SECTION VIEW



SECTION VIEW

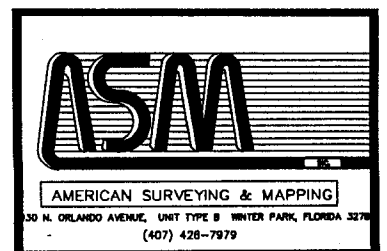
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

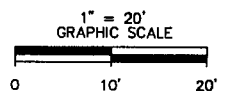
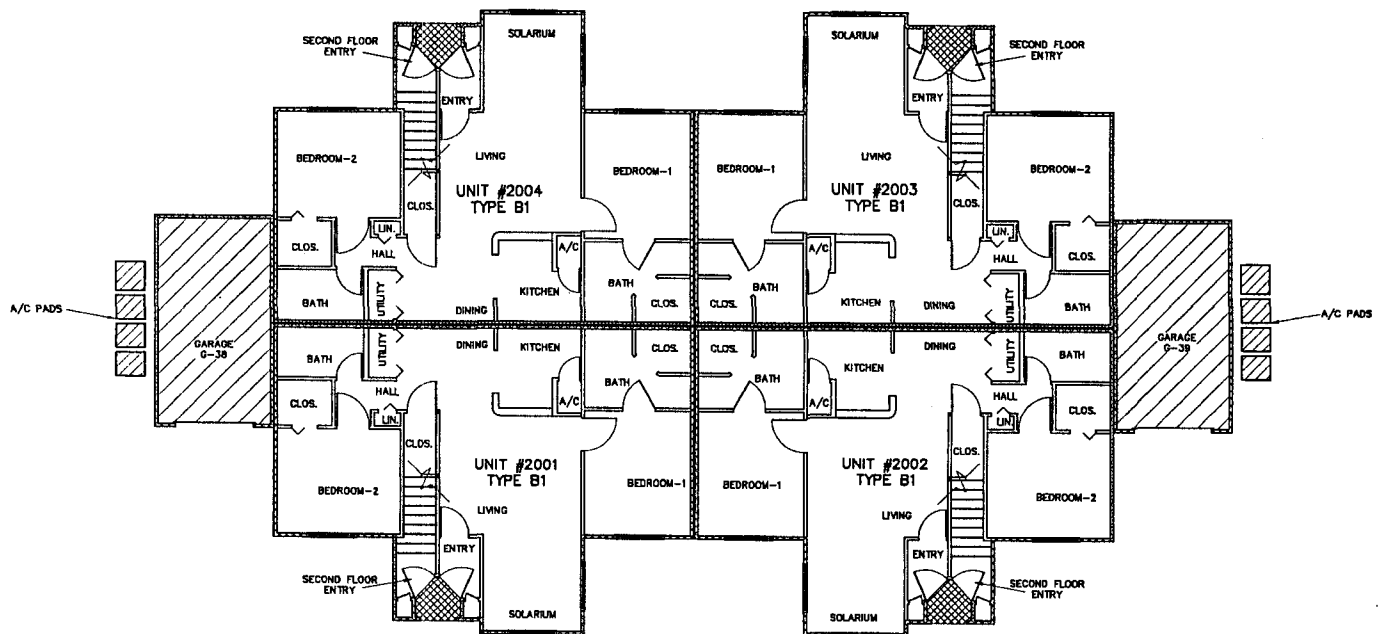
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2000 FIRST FLOOR

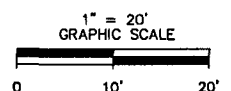
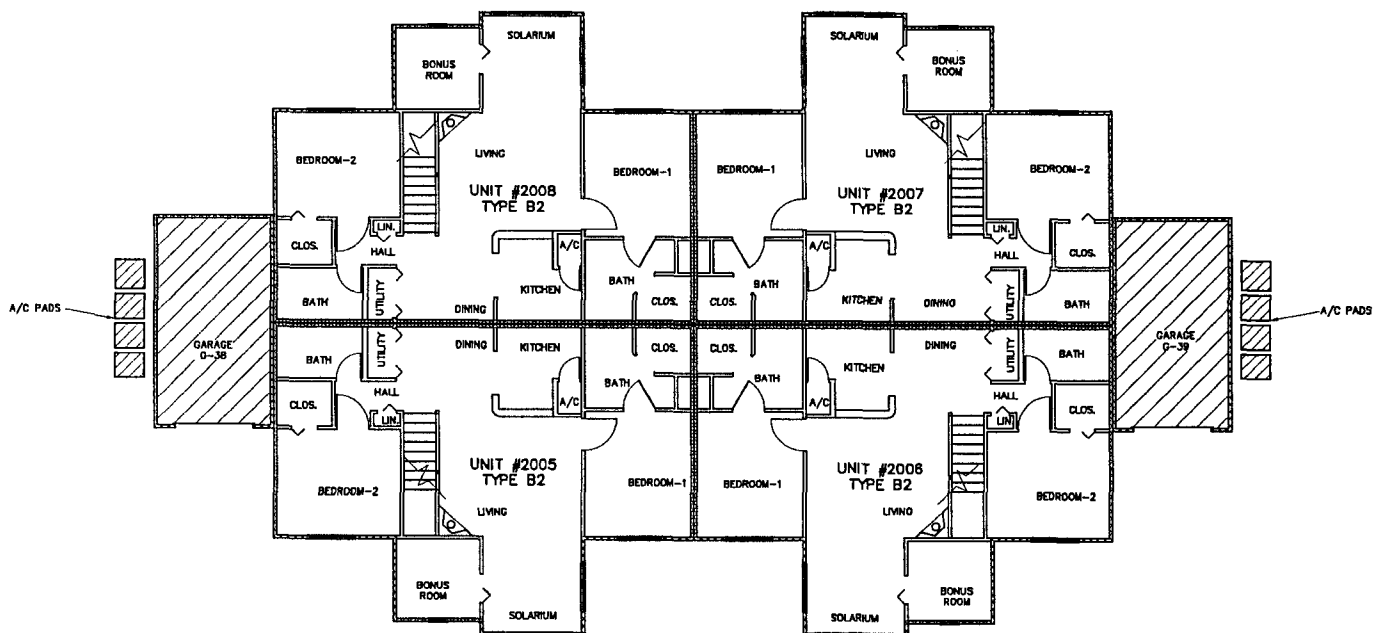


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
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- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2000 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

05/25/06

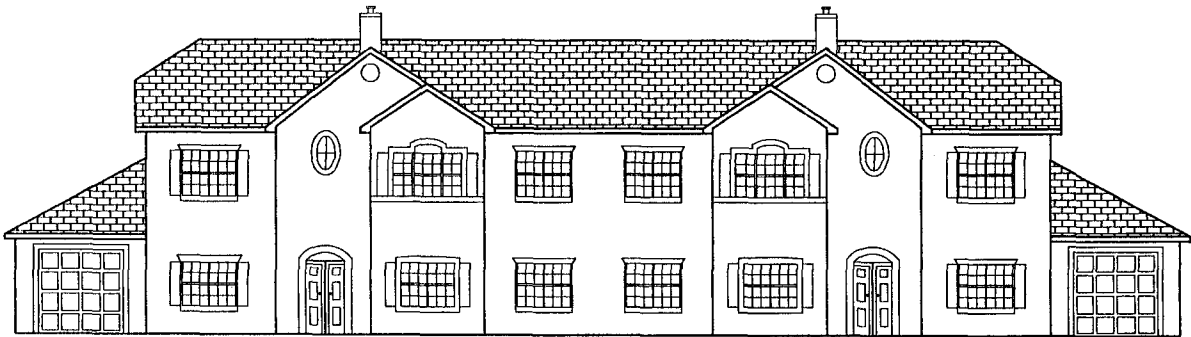
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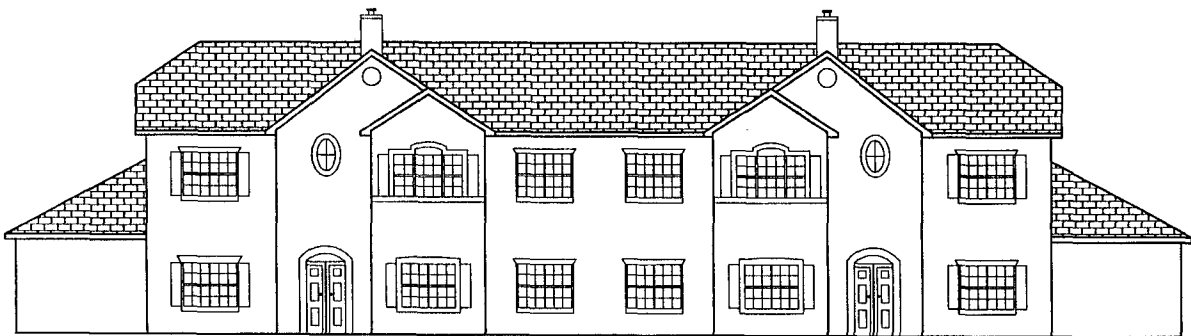
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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

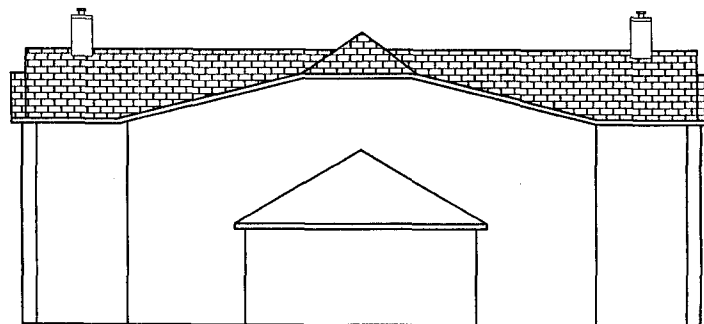
BUILDING 2000



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

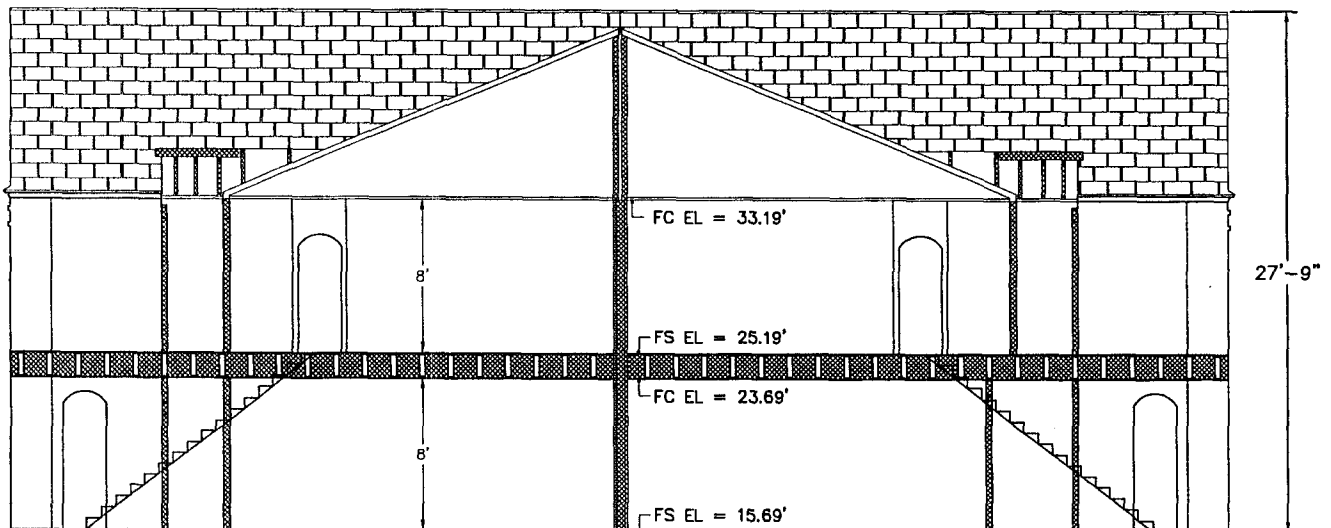
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2000, SECTION VIEW

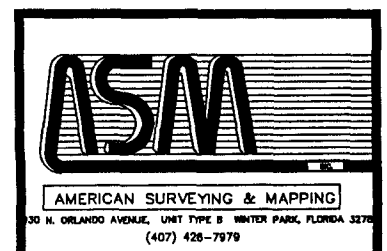


SECTION VIEW

NOT TO SCALE

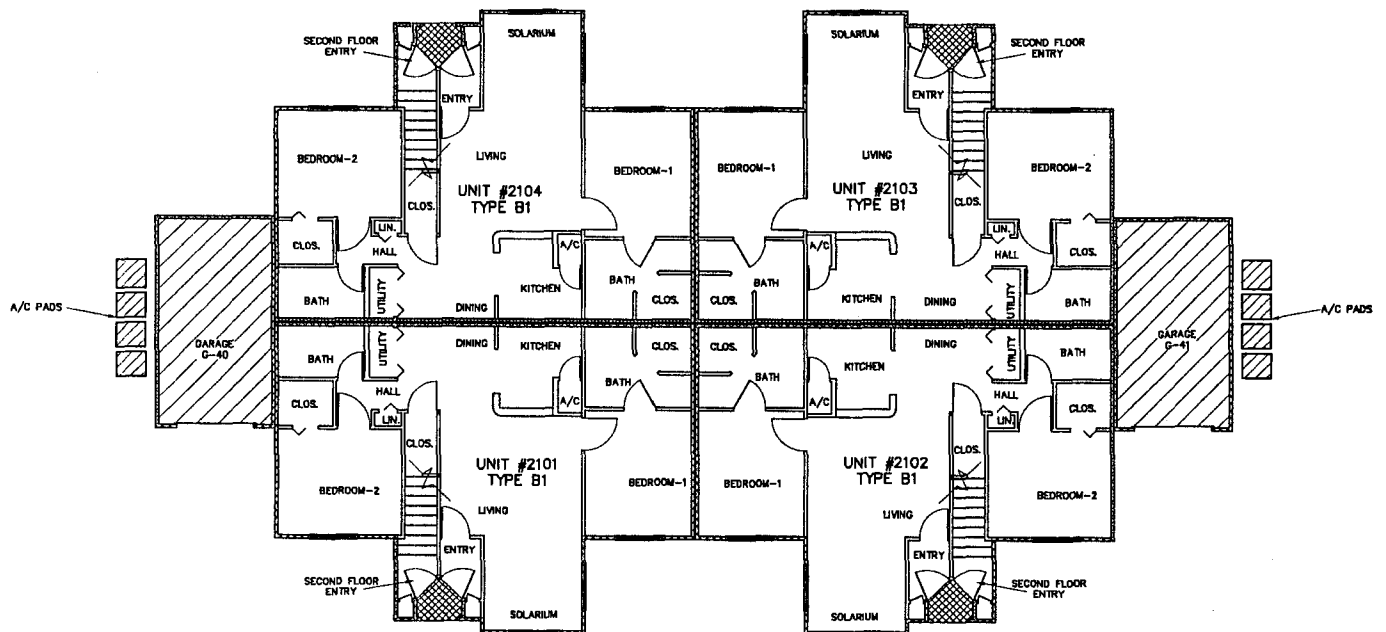
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION





COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2100 FIRST FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
-  = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

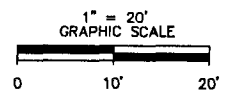
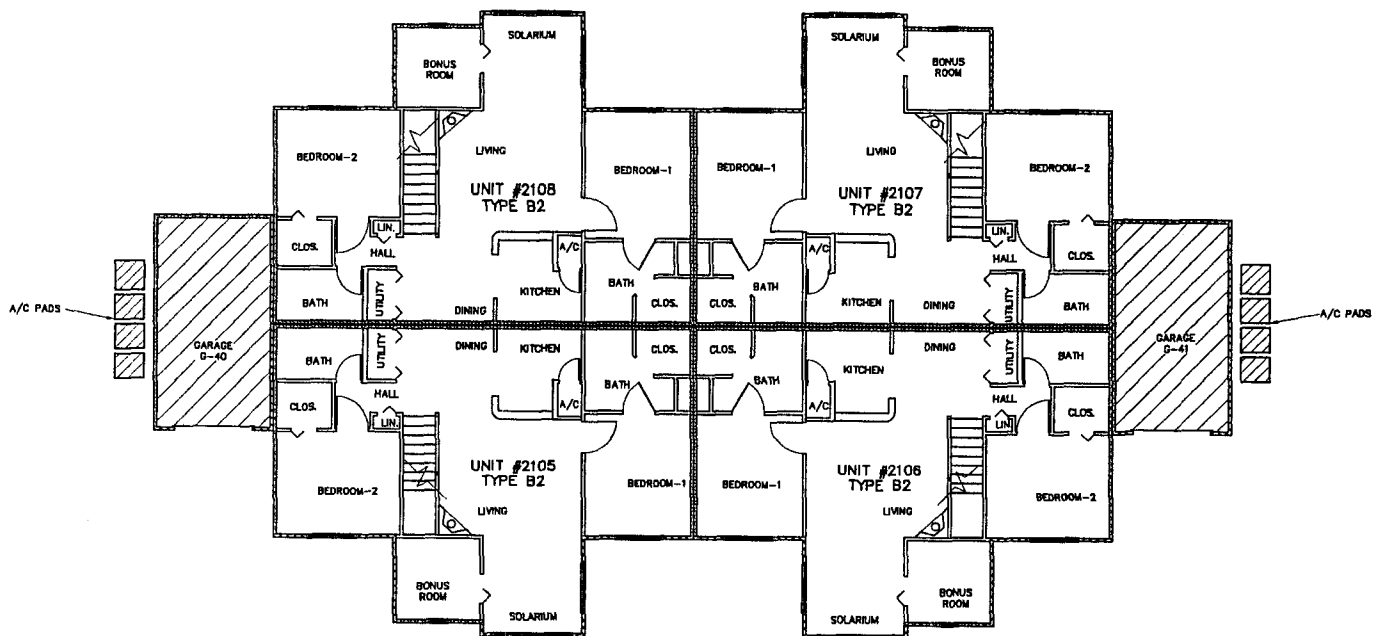
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2100 SECOND FLOOR

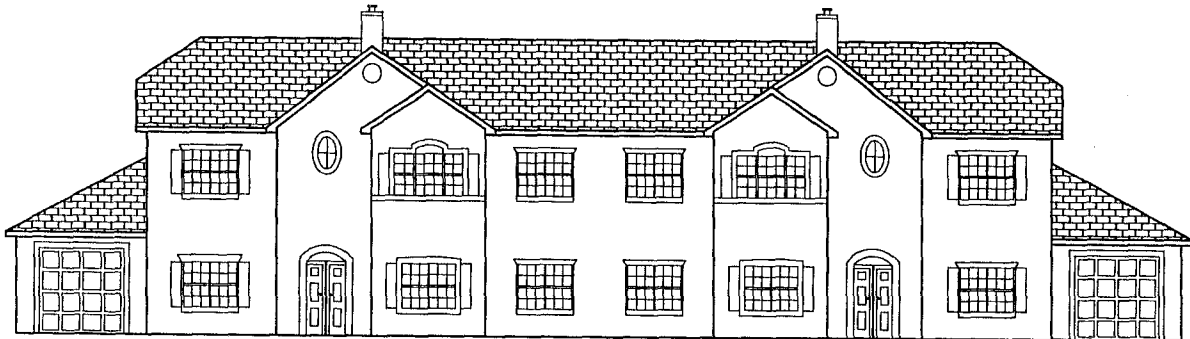


LEGEND AND ABBREVIATIONS

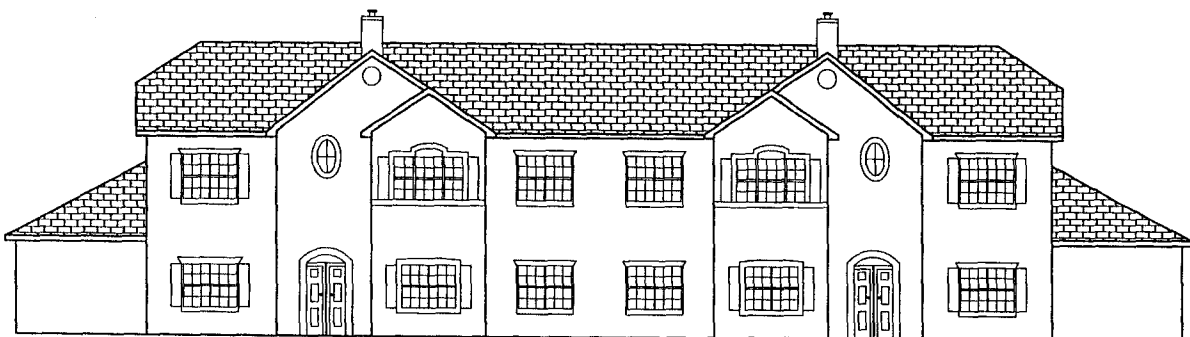
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

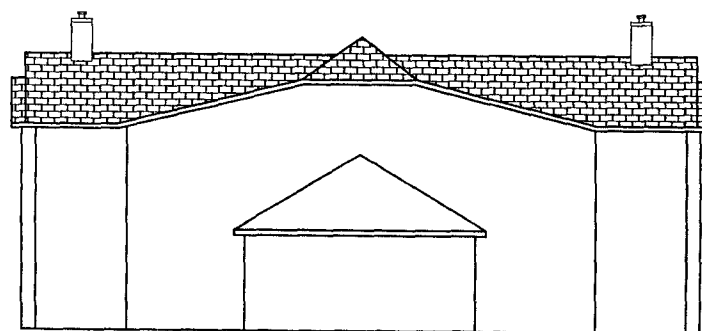
BUILDING 2100



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

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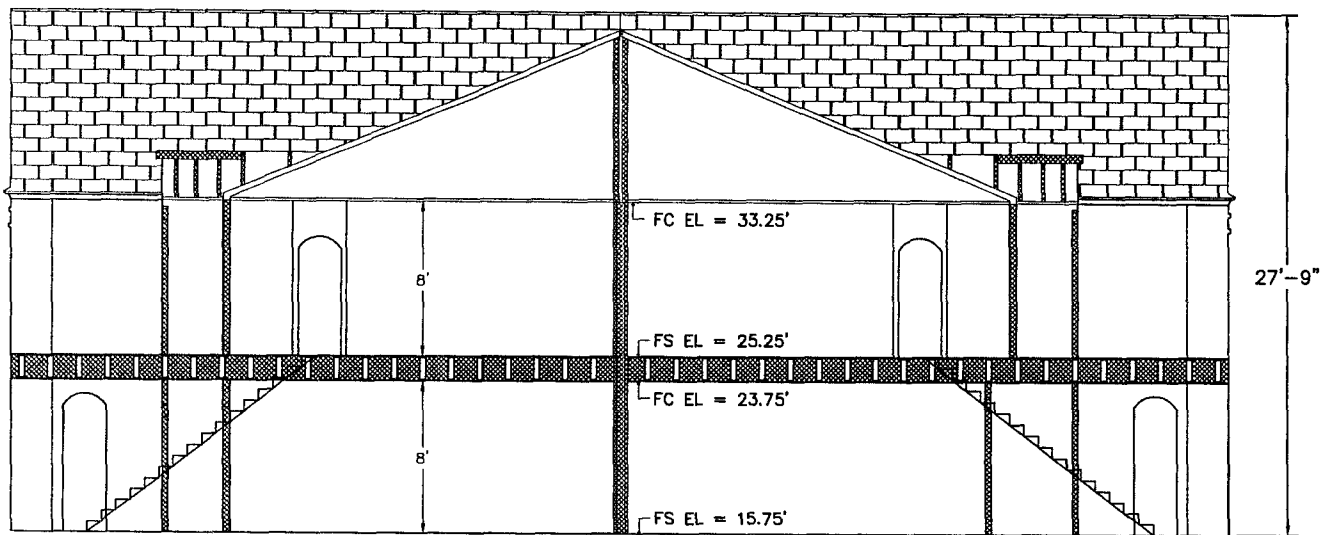
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2100, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

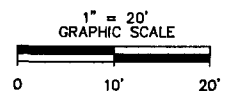
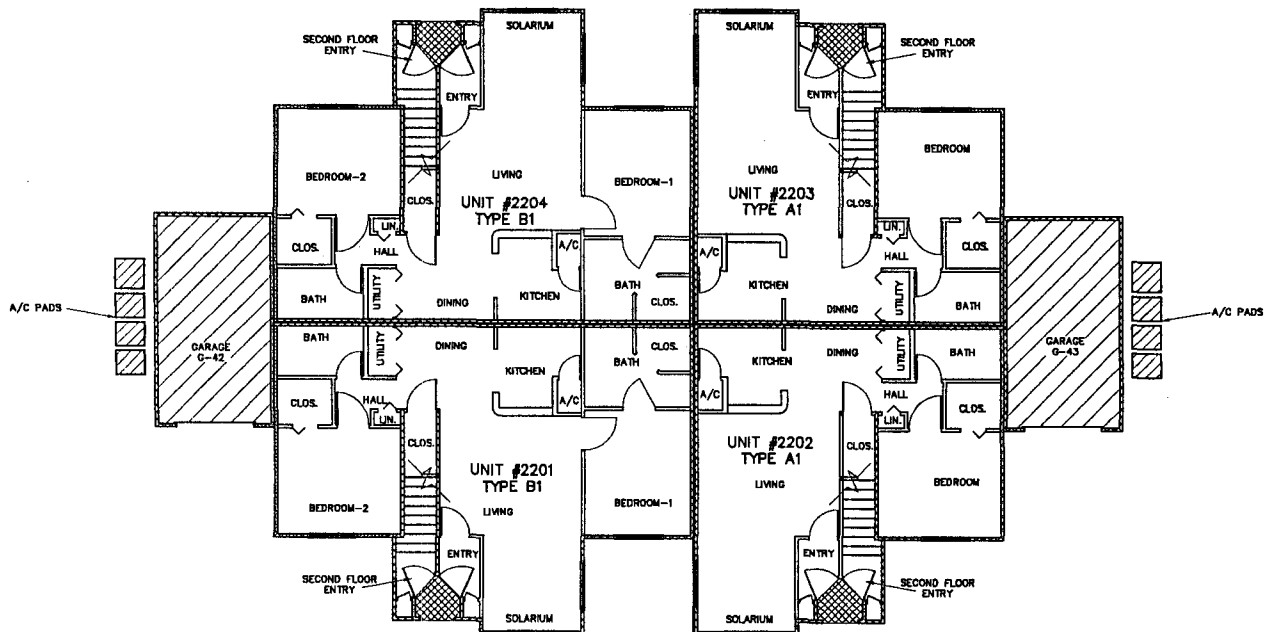
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2200 FIRST FLOOR



LEGEND AND ABBREVIATIONS

= COMMON ELEMENT

= LIMITED COMMON ELEMENT

A/C = AIR CONDITIONER

CLOS. = CLOSET

LIN. = LINEN CLOSET

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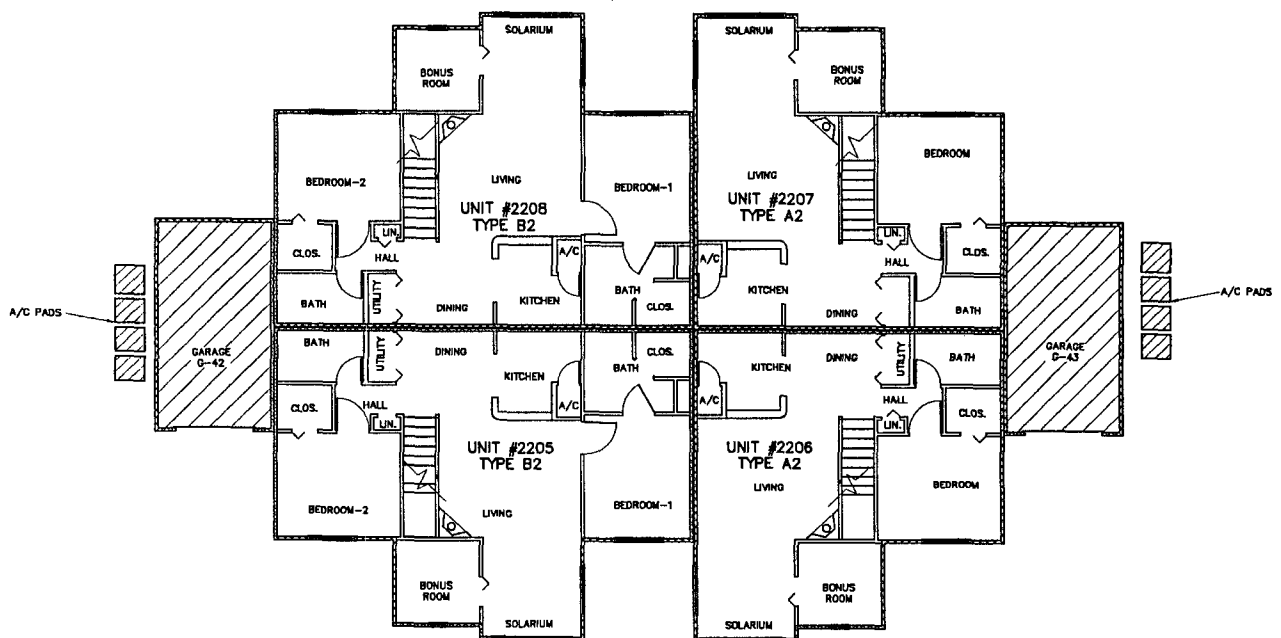
ASM

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(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2200 SECOND FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

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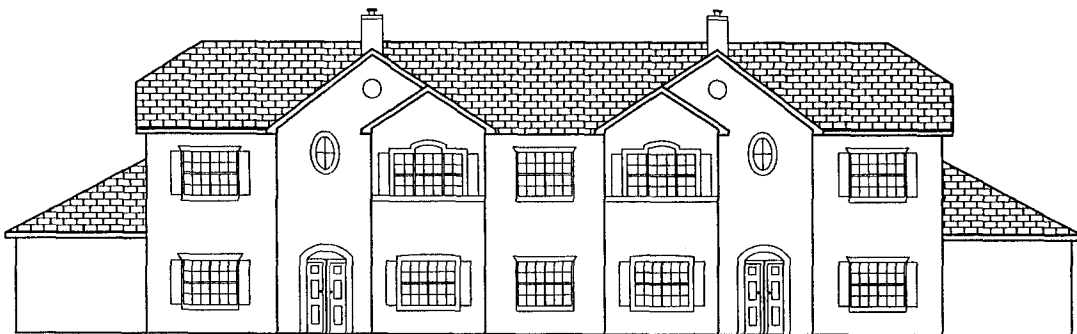
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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

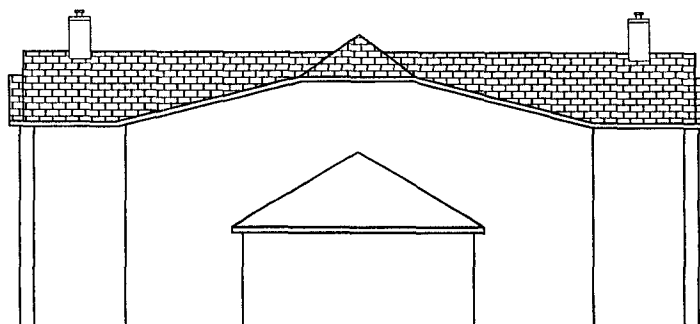
BUILDING 2200



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

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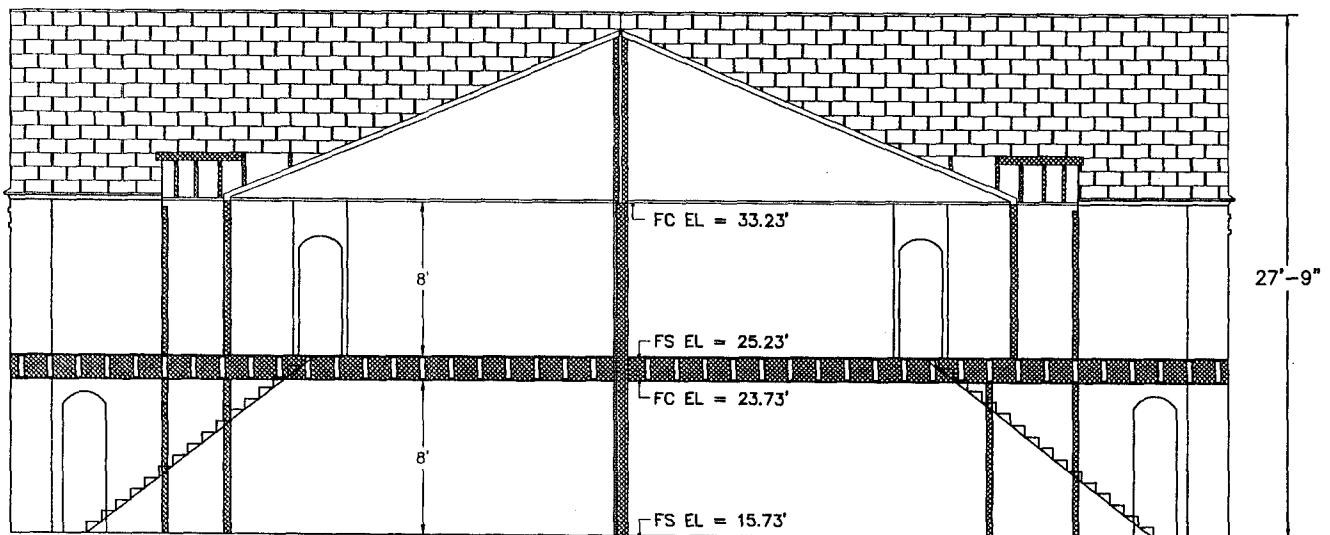
ASM

AMERICAN SURVEYING & MAPPING

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2200, SECTION VIEW



SECTION VIEW

NOT TO SCALE

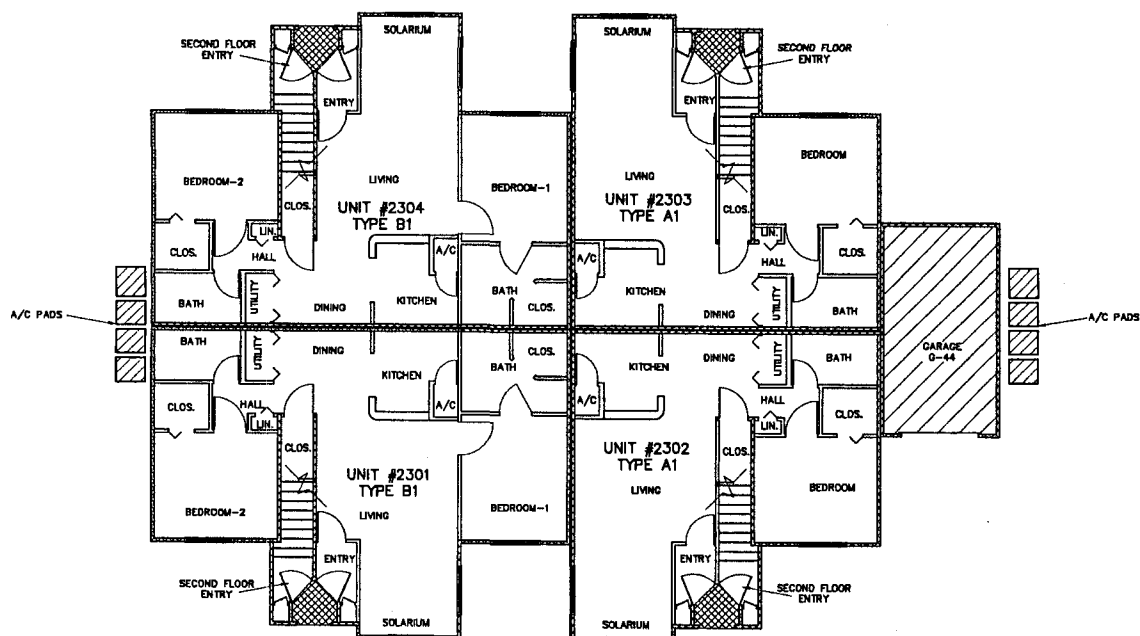
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2300 FIRST FLOOR



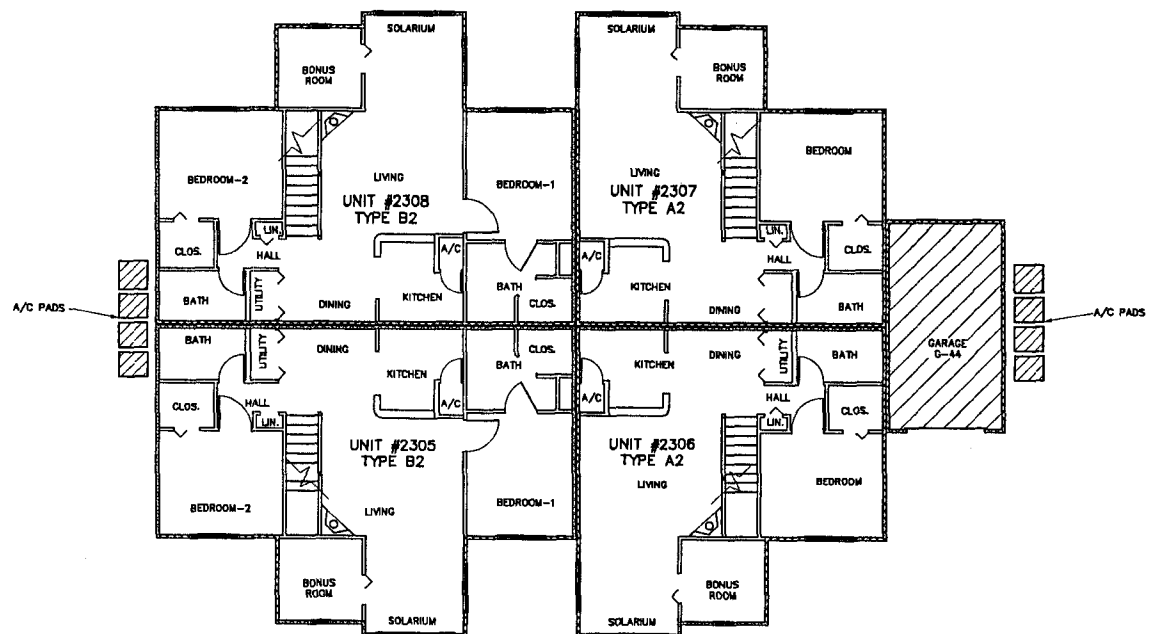
1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2300 SECOND FLOOR



1" = 20'
GRAPHIC SCALE
0 10' 20'

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

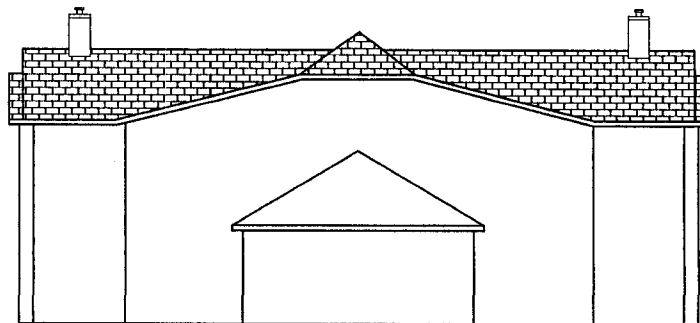
BUILDING 2300



FRONT ELEVATION



REAR ELEVATION

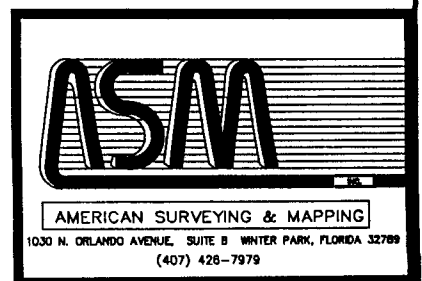


SIDE ELEVATION

NOT TO SCALE

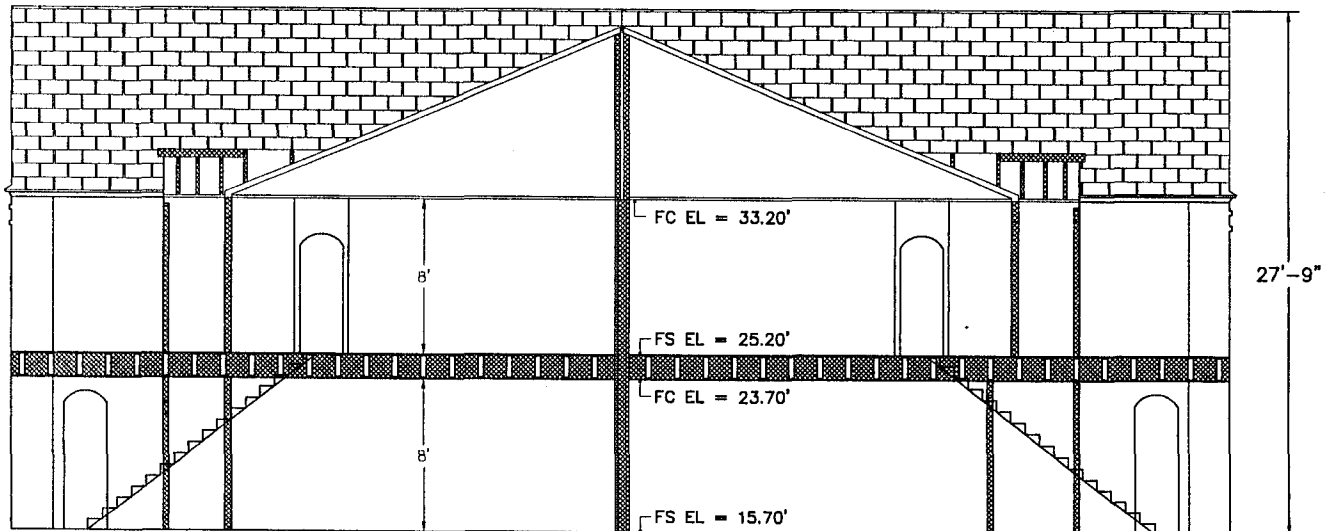
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2300, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

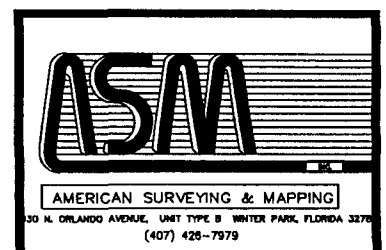
 = COMMON ELEMENT

FS EL = FINISHED FLOOR SLAB ELEVATION

FC EL = FINISHED CEILING ELEVATION

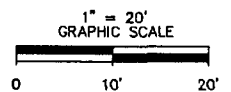
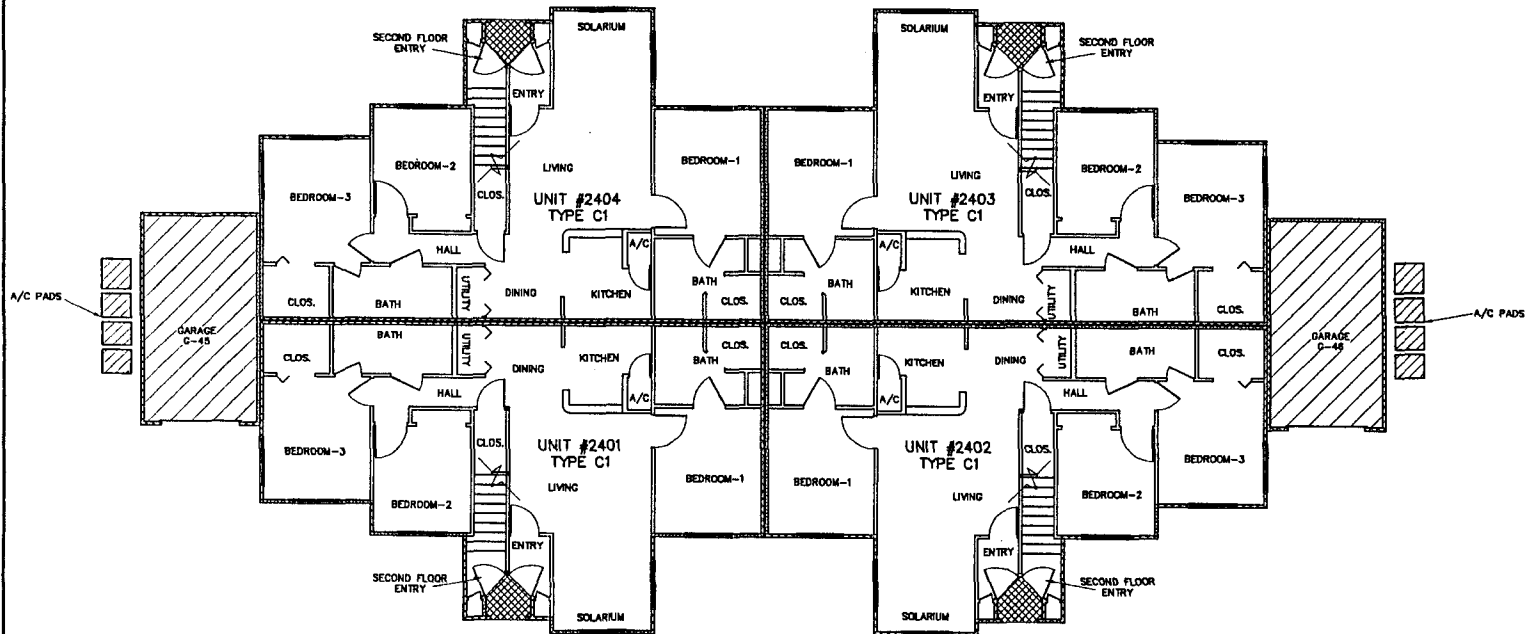
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2400 FIRST FLOOR

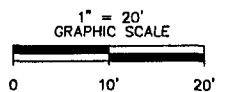
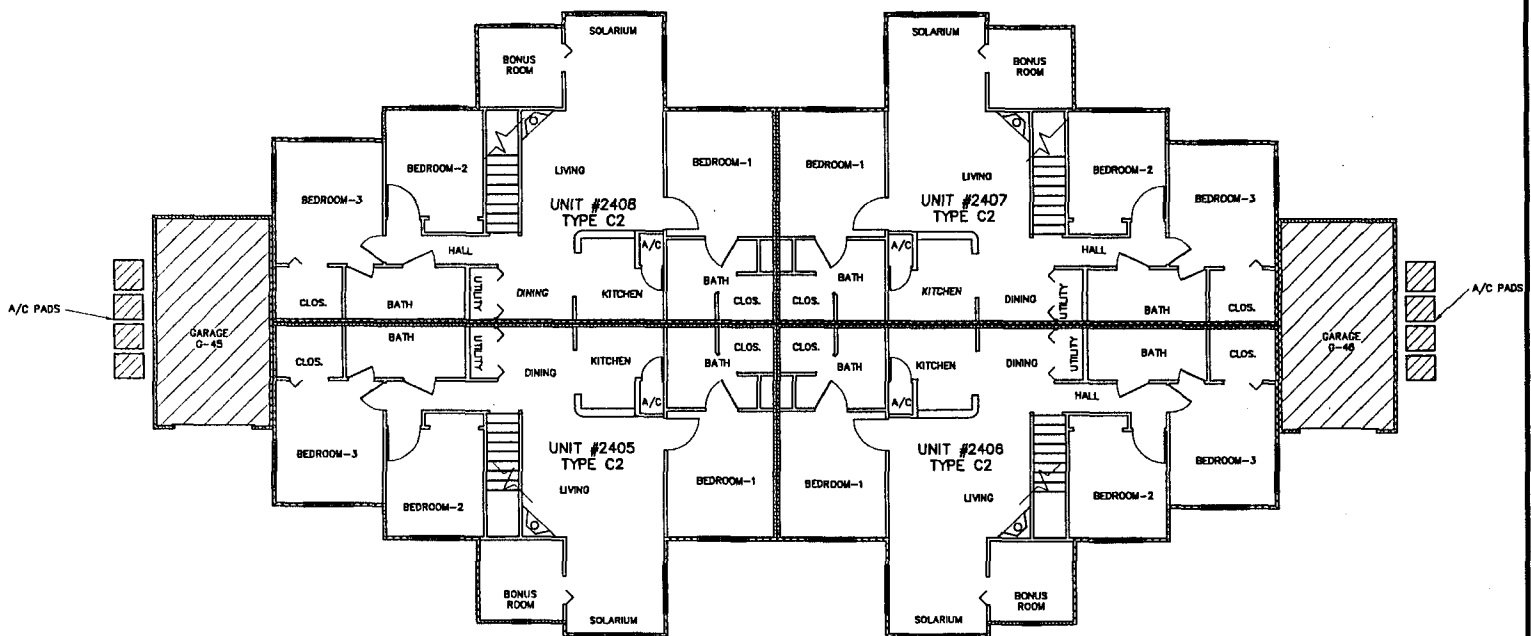


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2400 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

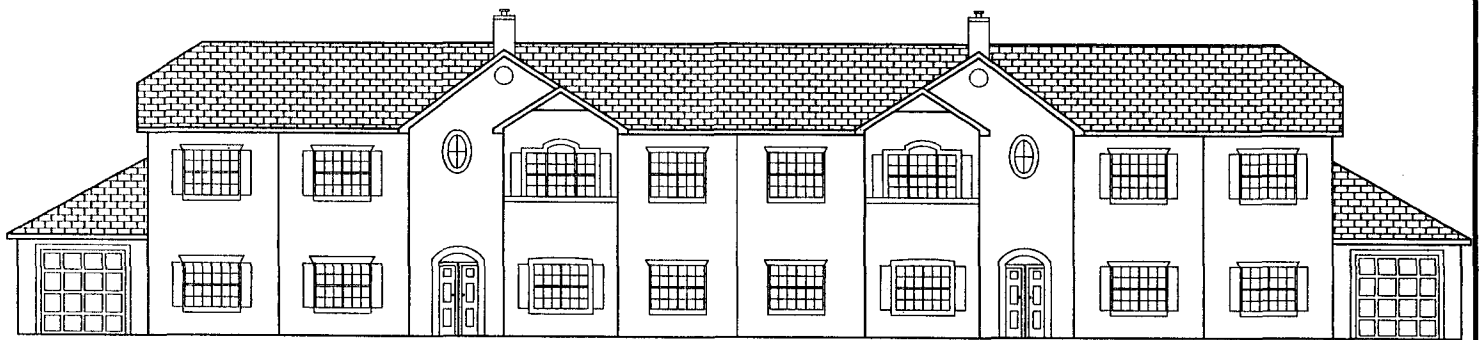
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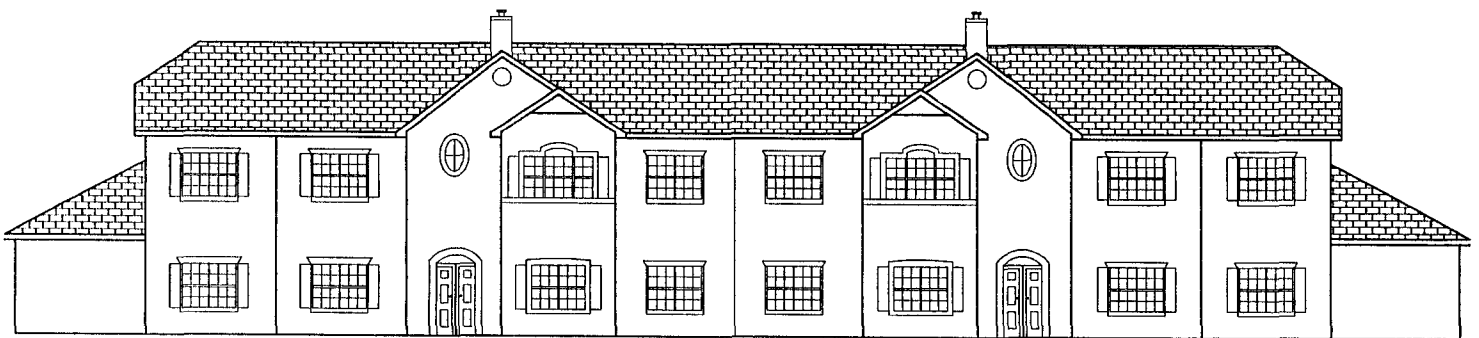
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(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

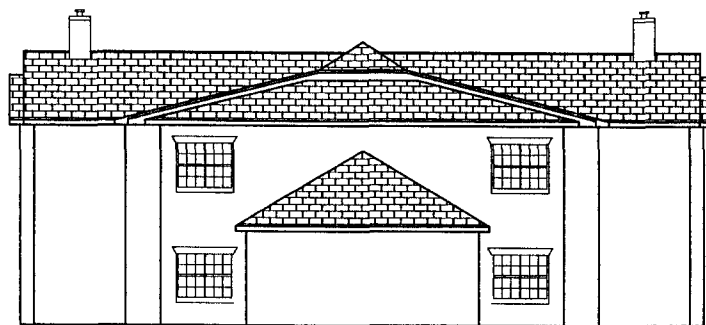
BUILDING 2400



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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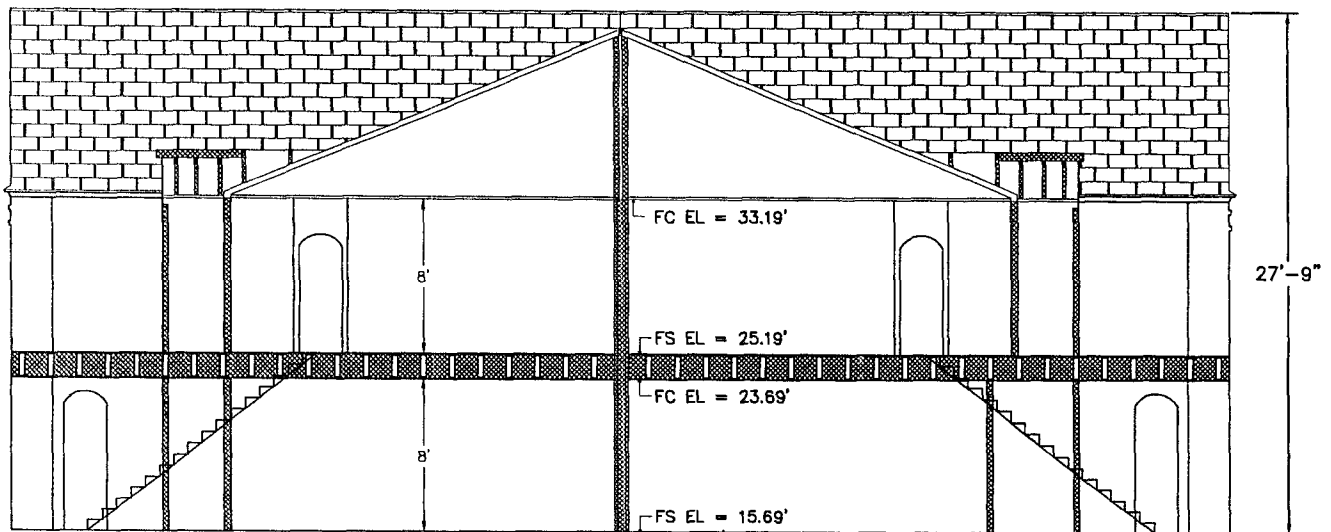


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2400, SECTION VIEW



SECTION VIEW

NOT TO SCALE

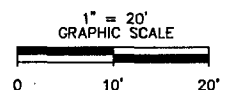
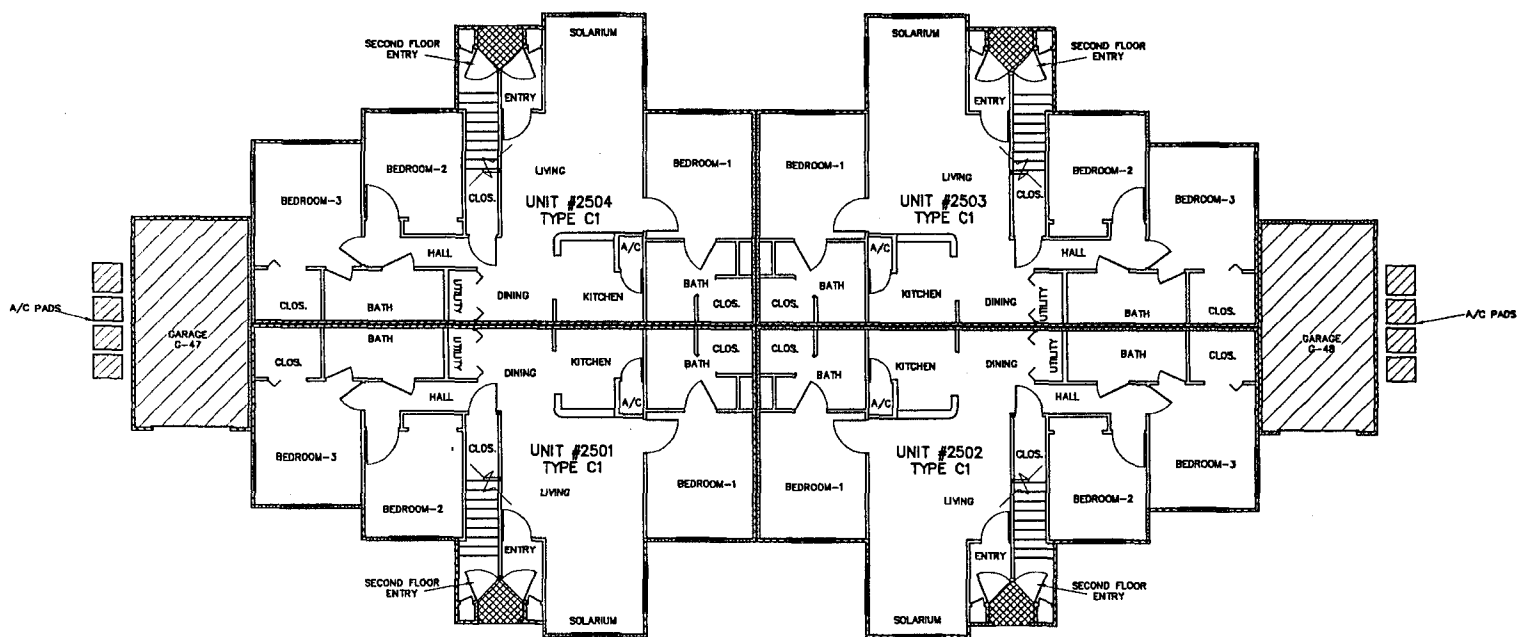
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2500 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

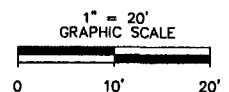
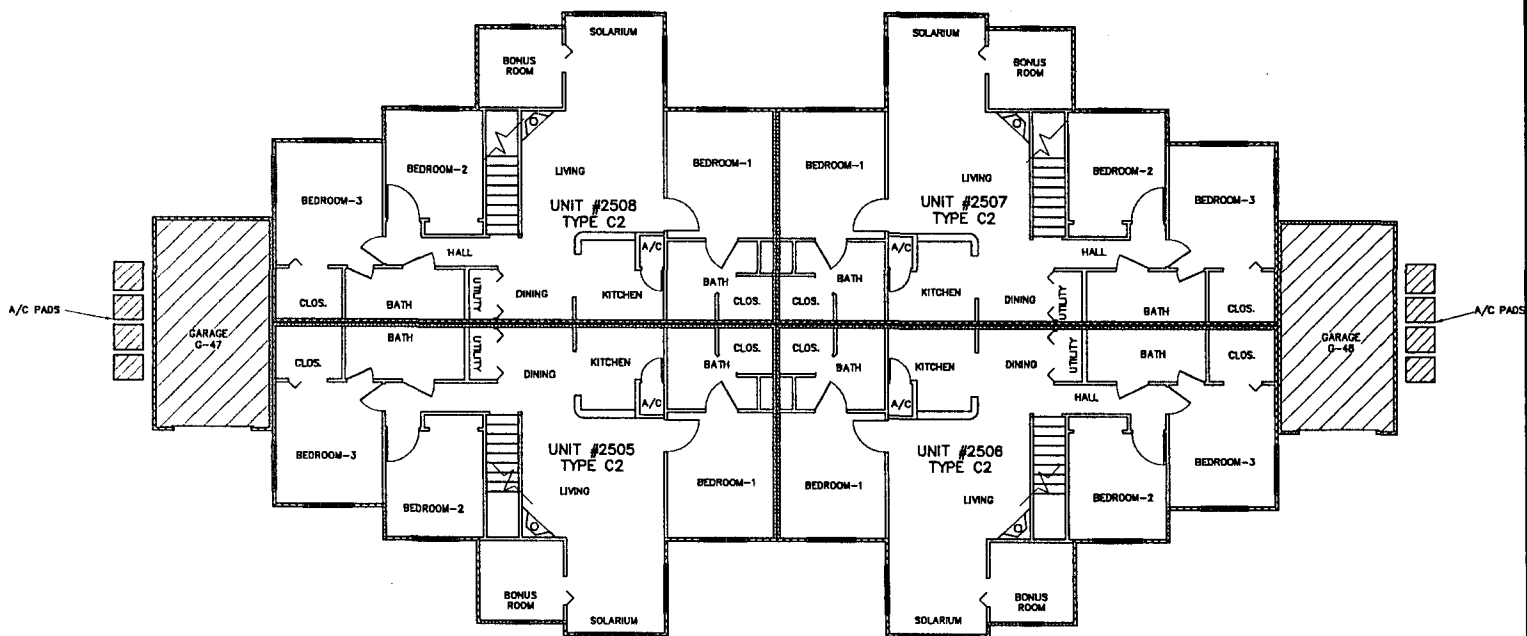
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2500 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

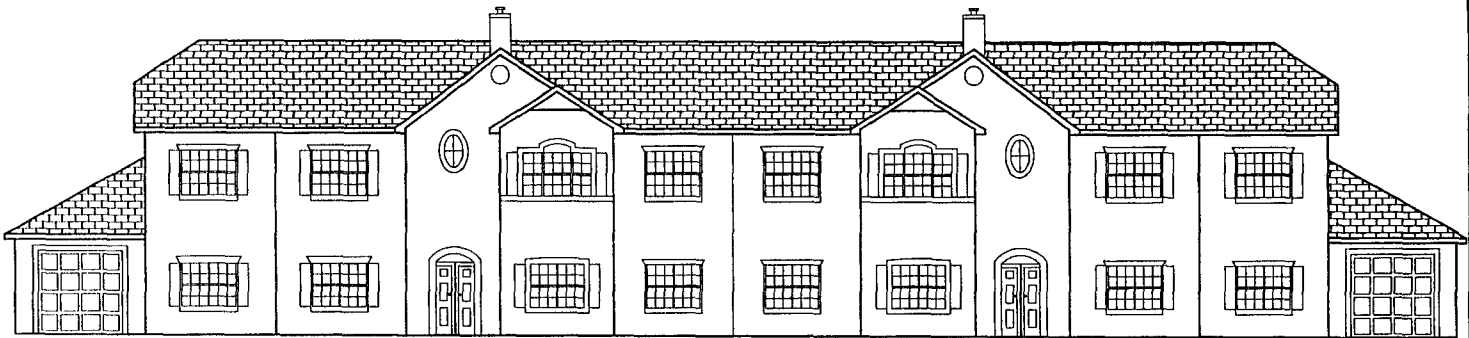
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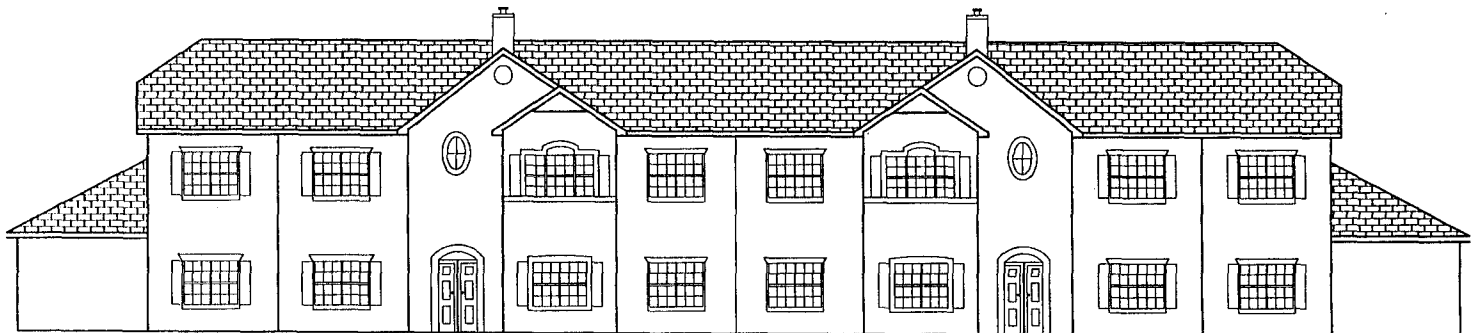
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(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

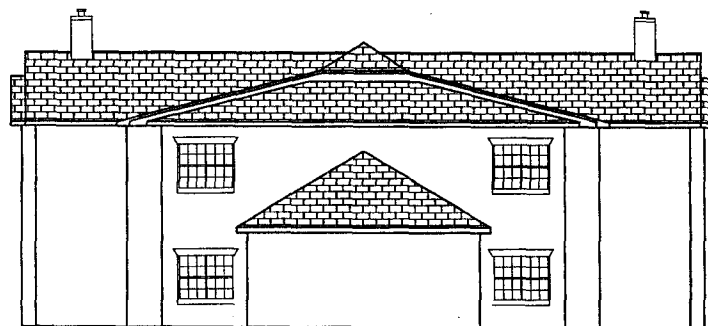
BUILDING 2500



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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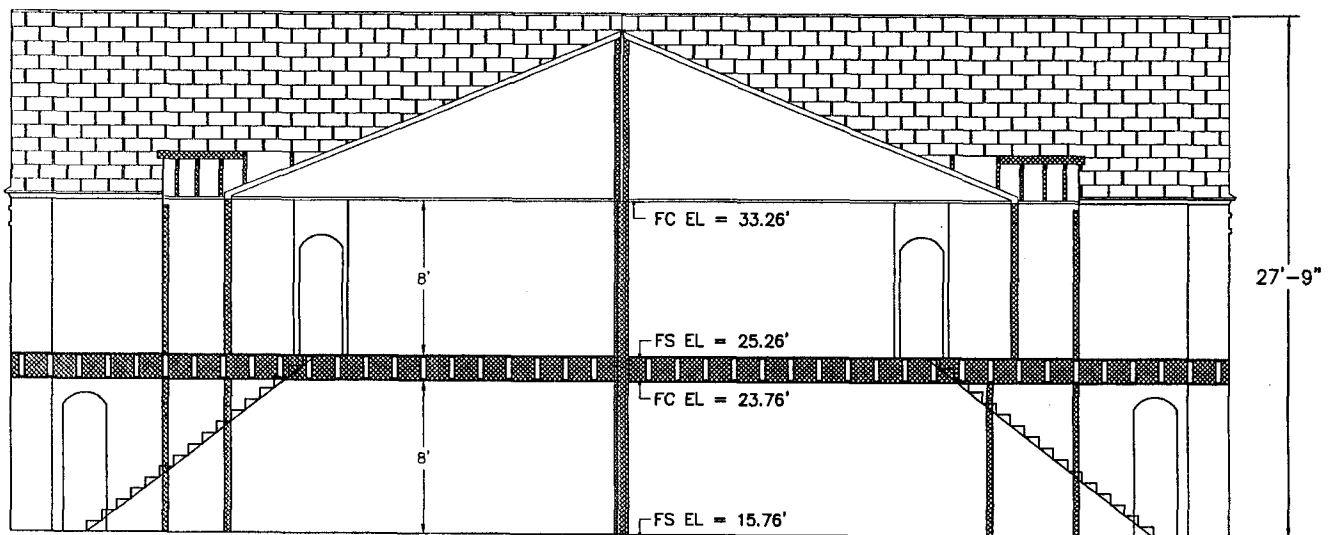
ASM

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2500, SECTION VIEW

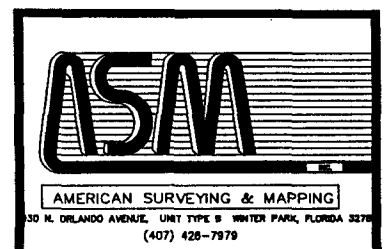


SECTION VIEW

NOT TO SCALE

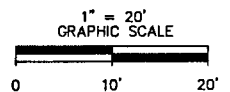
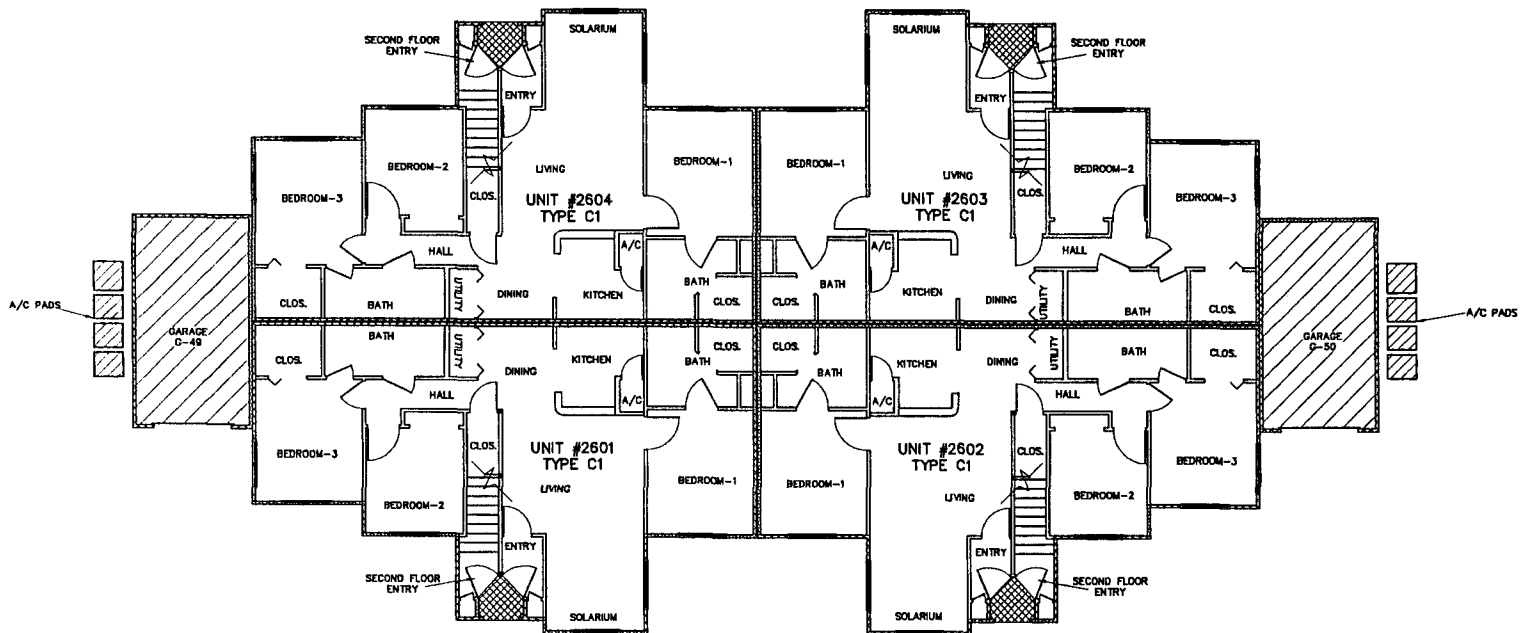
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2600 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

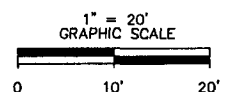
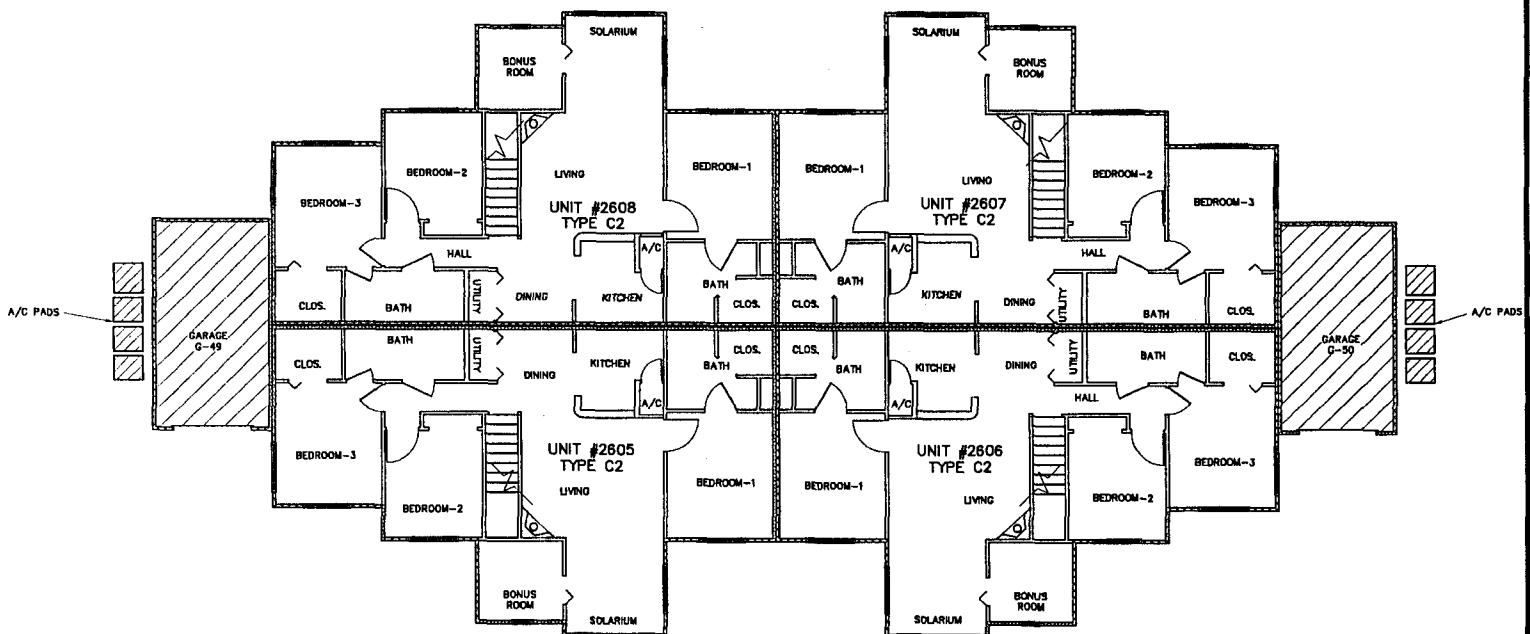
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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2600 SECOND FLOOR

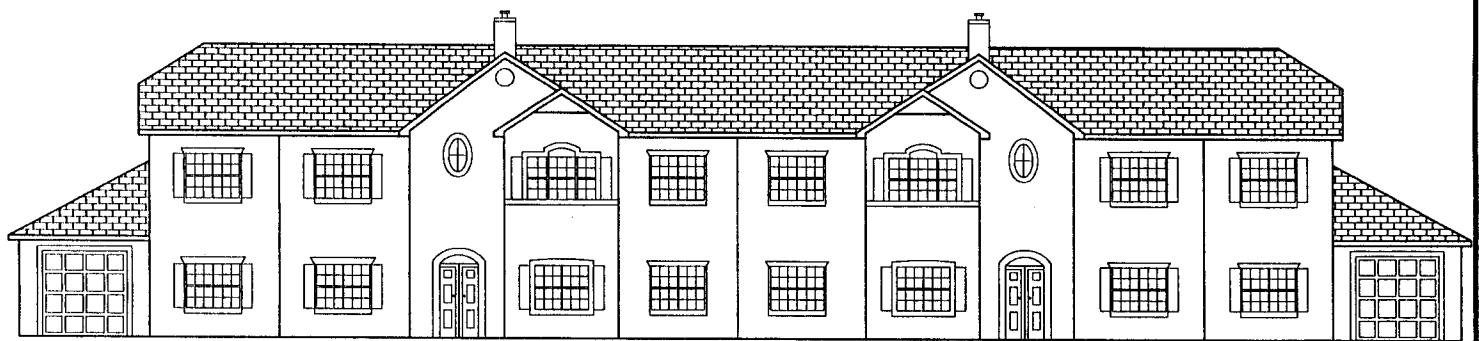


LEGEND AND ABBREVIATIONS

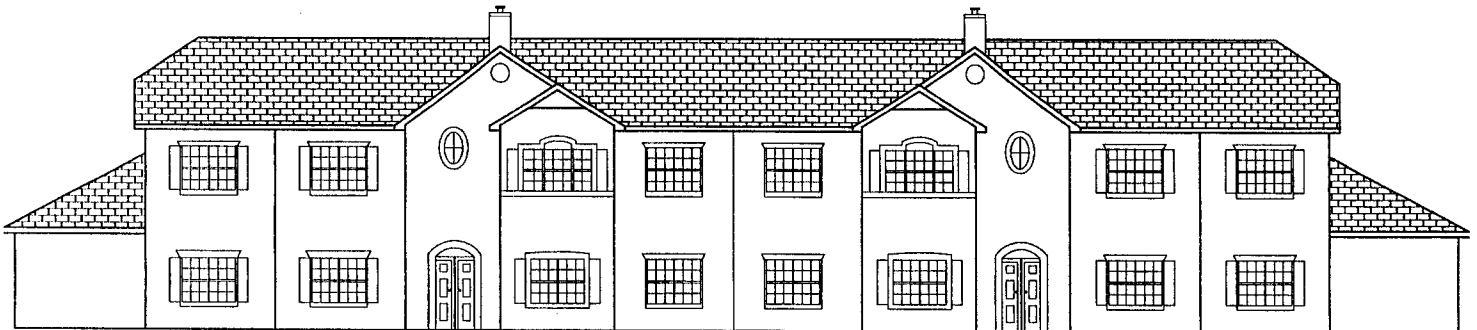
- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

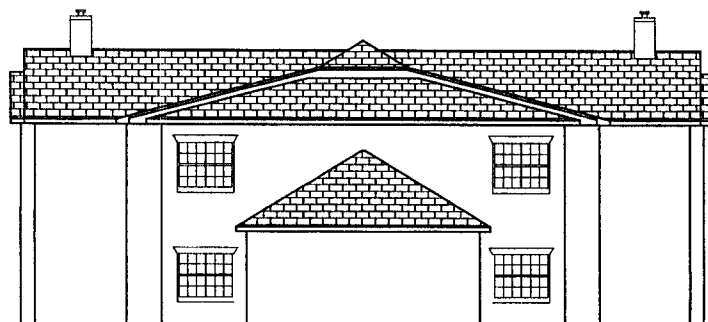
BUILDING 2600



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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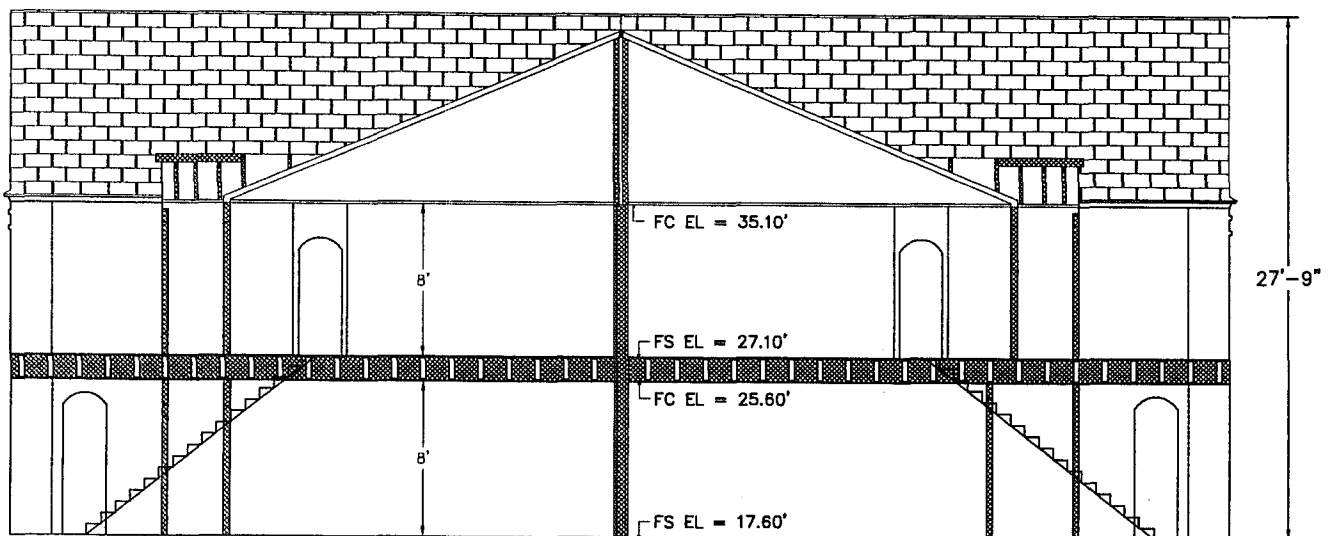


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2600, SECTION VIEW



SECTION VIEW

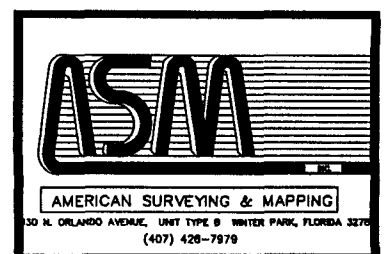
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

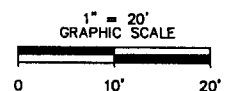
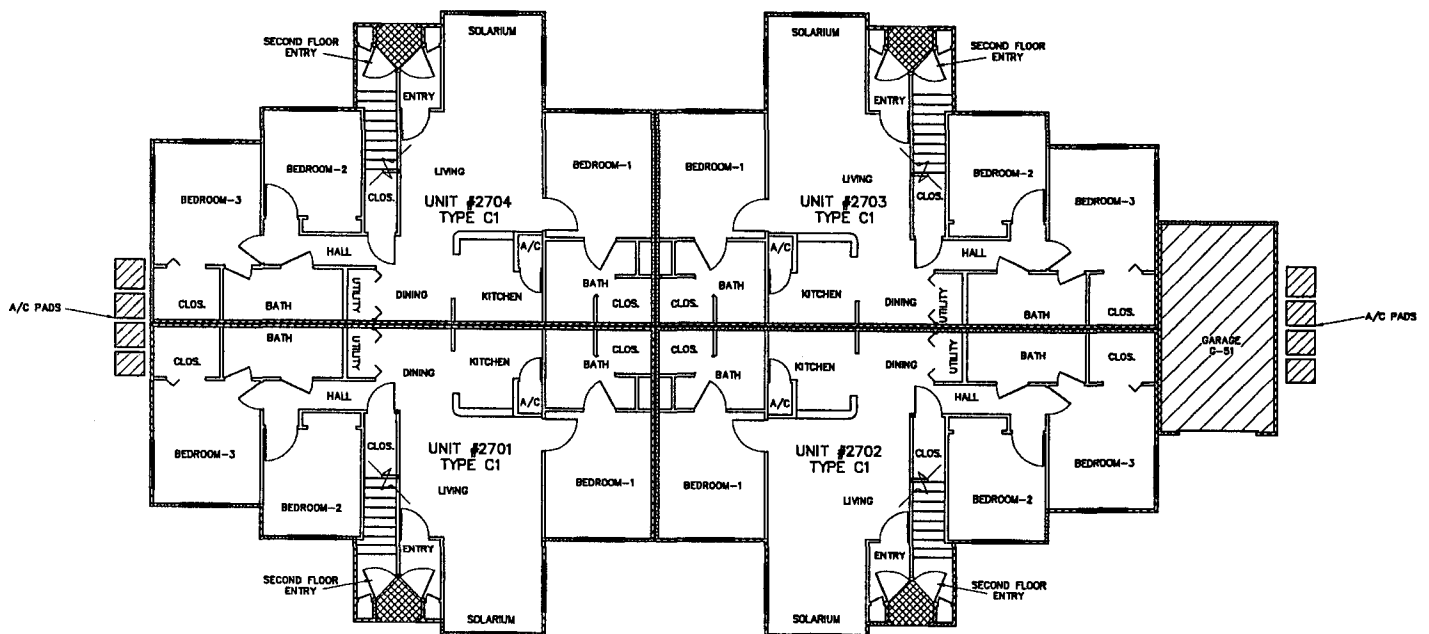
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2700 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

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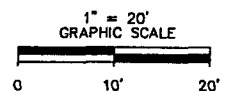
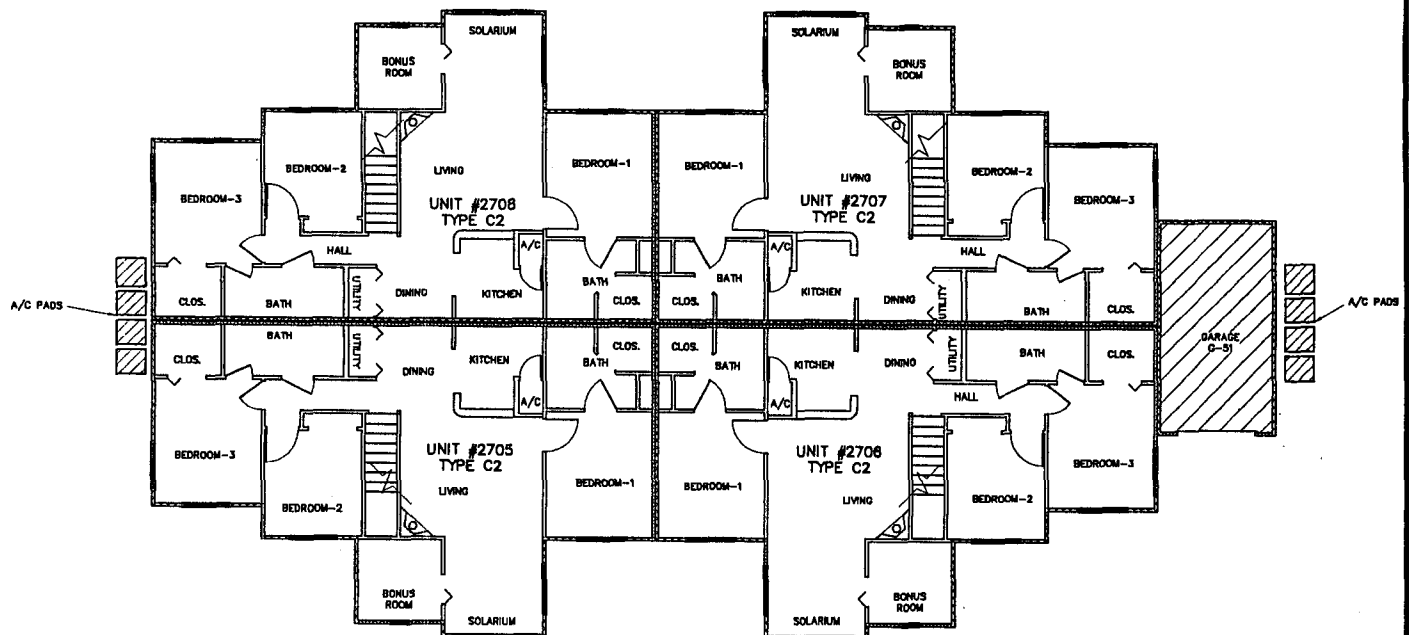
ASM

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(407) 428-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2700 SECOND FLOOR



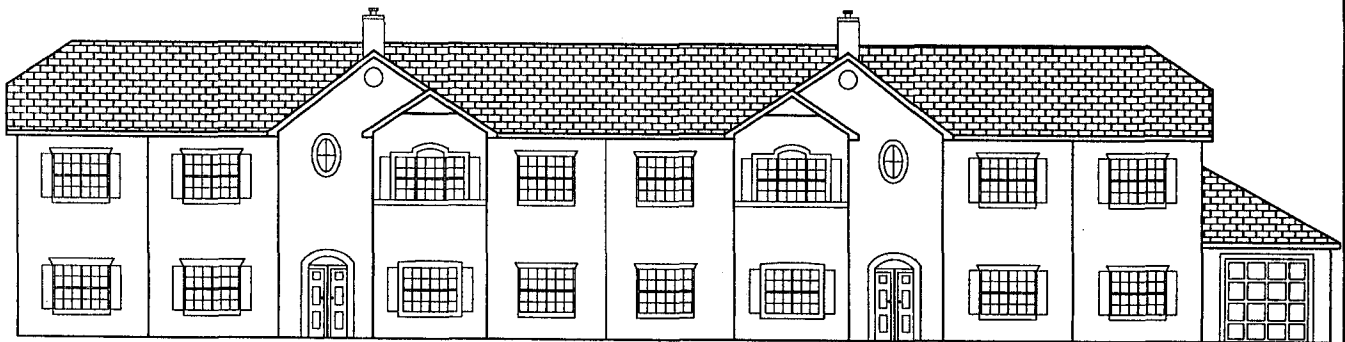
LEGEND AND ABBREVIATIONS

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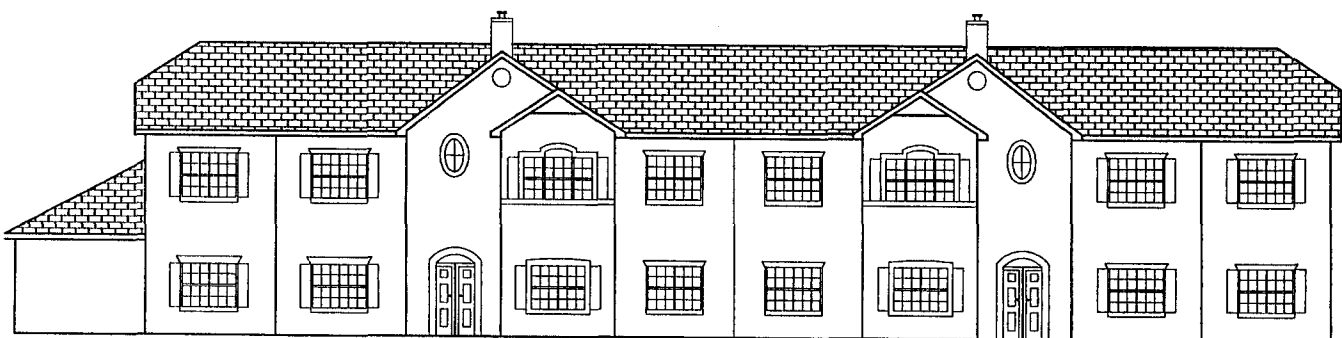


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

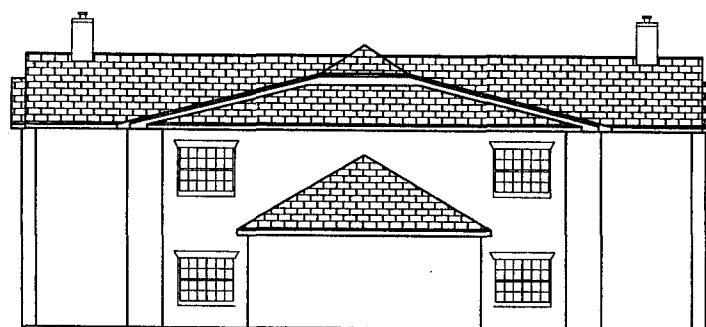
BUILDING 2700



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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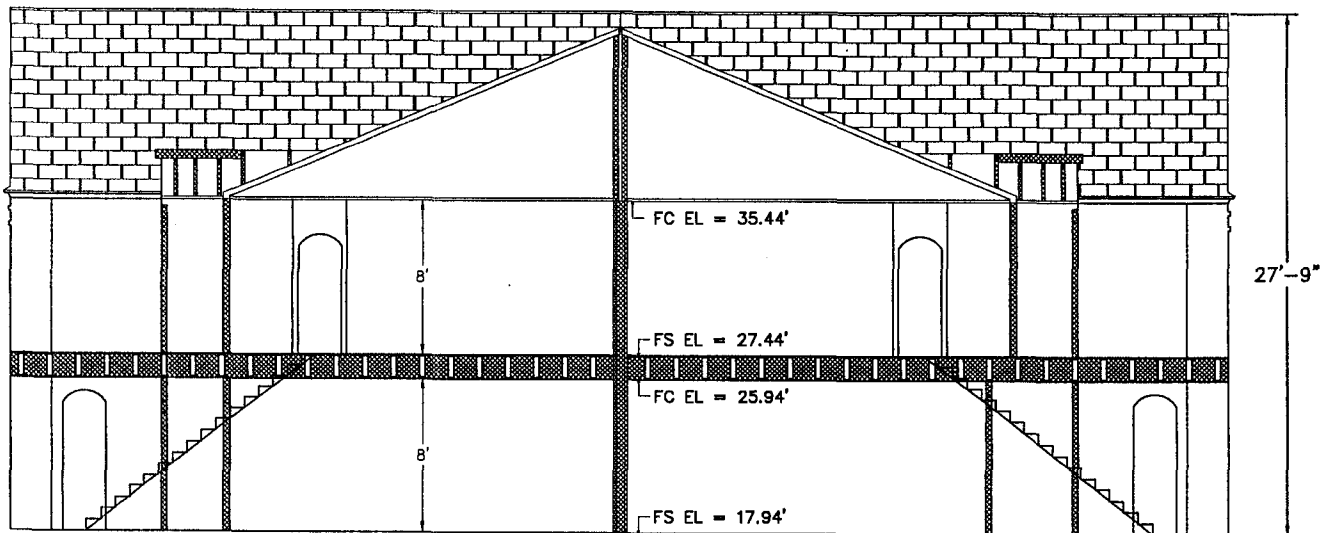


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2700, SECTION VIEW



SECTION VIEW

NOT TO SCALE

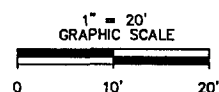
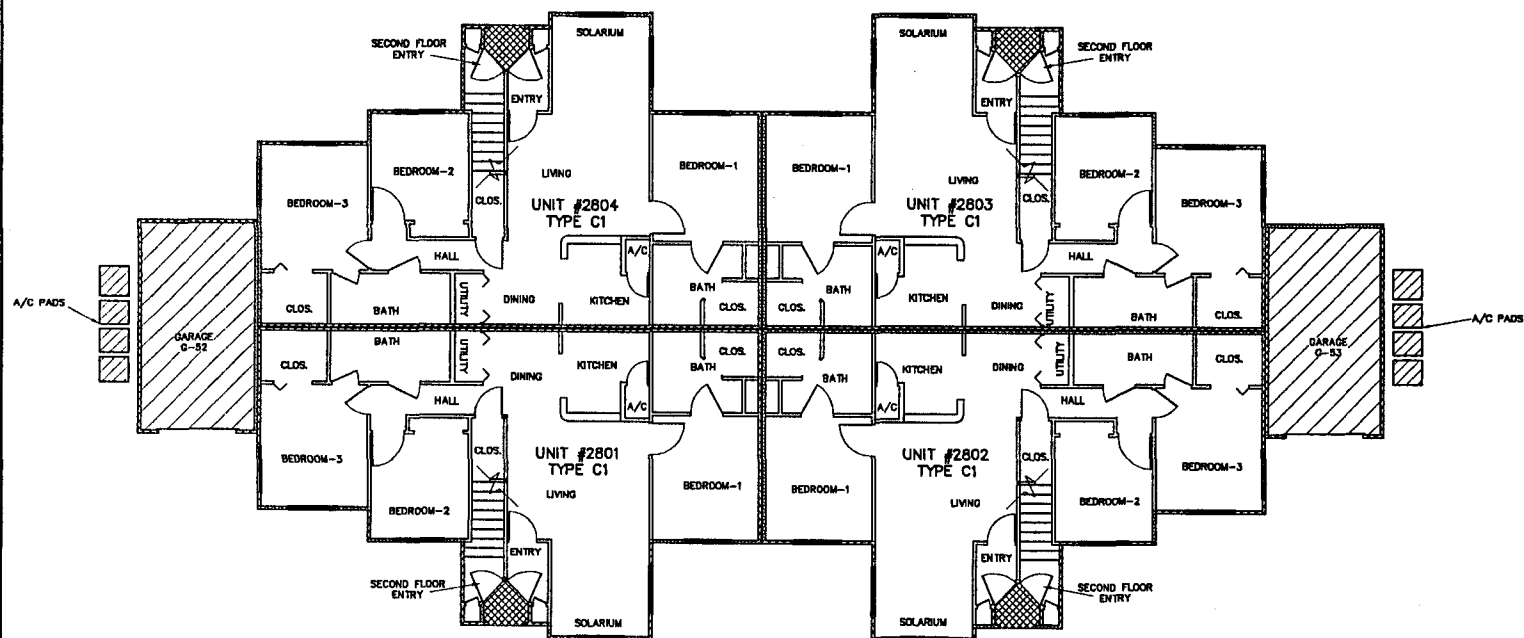
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2800 FIRST FLOOR

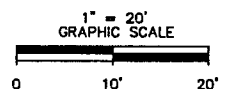
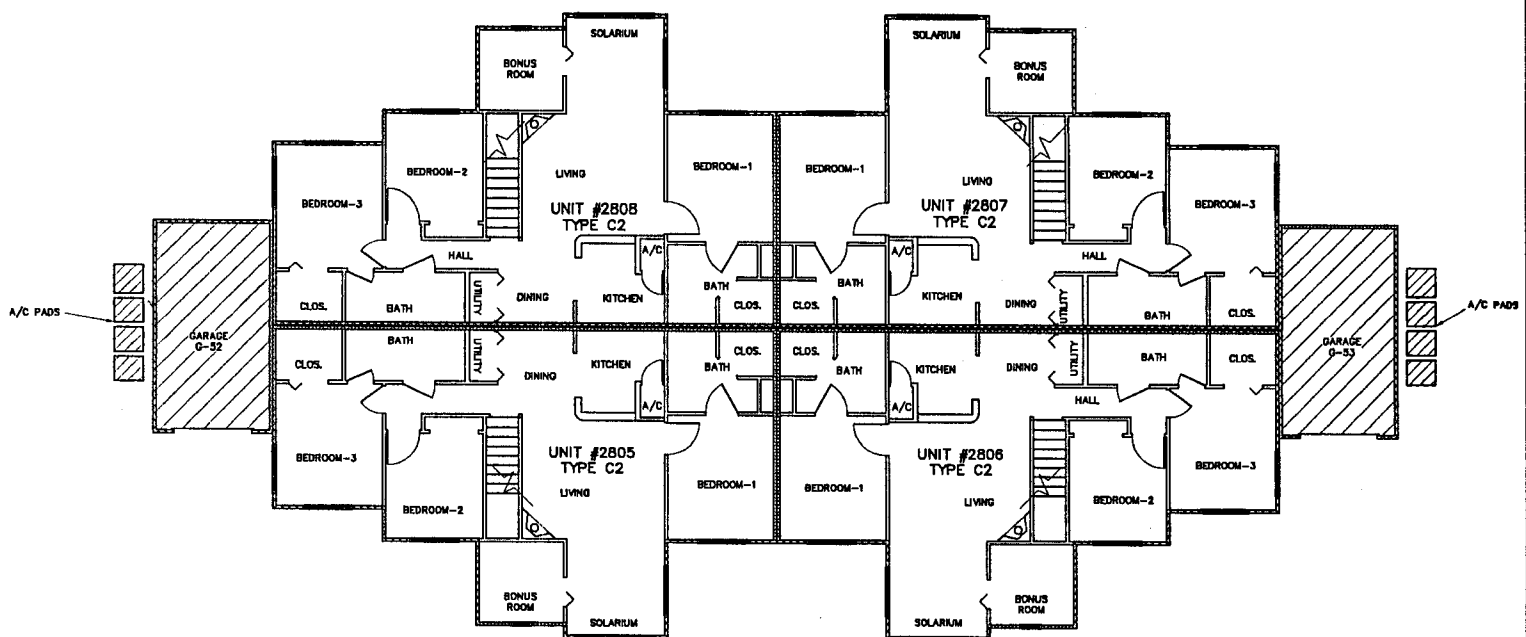


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2800 SECOND FLOOR

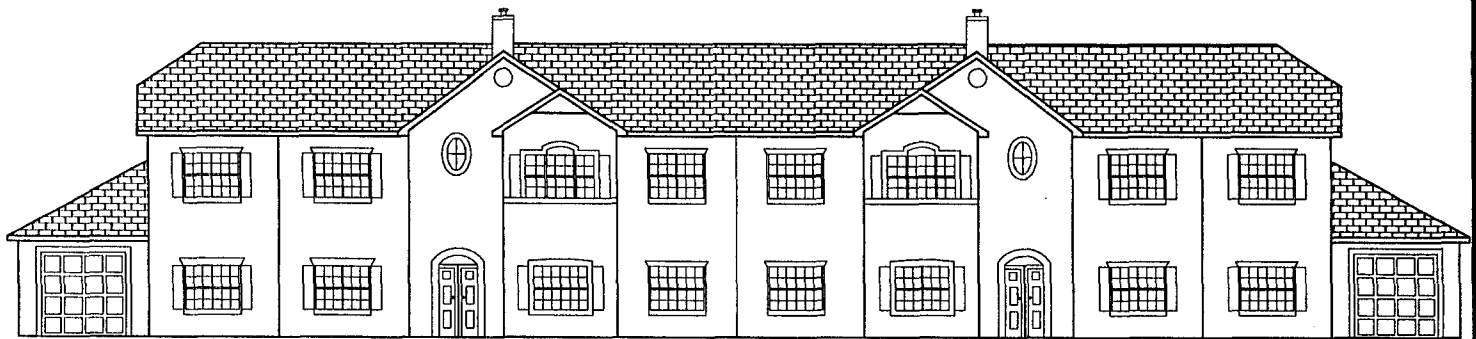


LEGEND AND ABBREVIATIONS

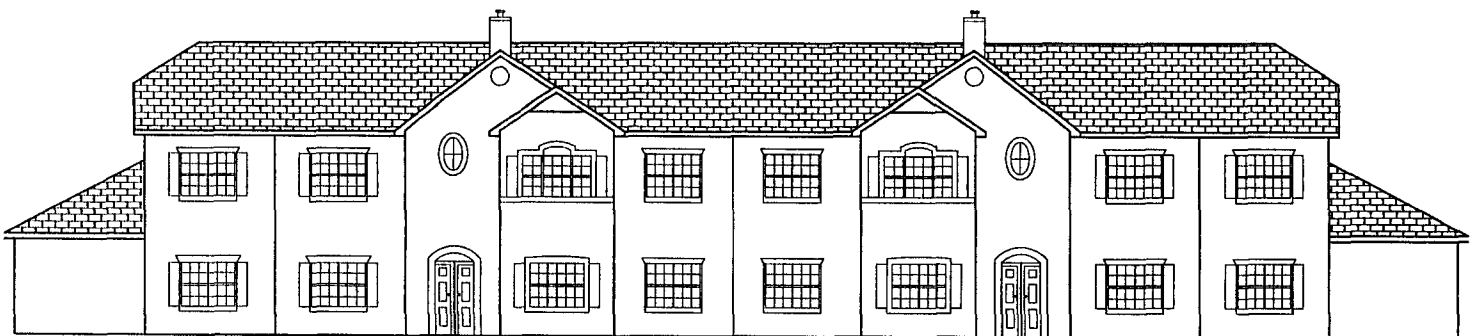
- = COMMON ELEMENT
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

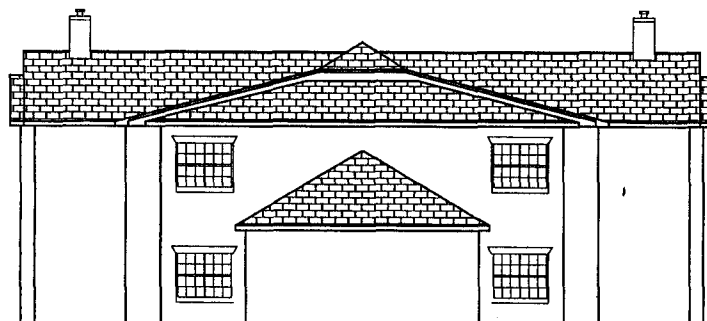
BUILDING 2800



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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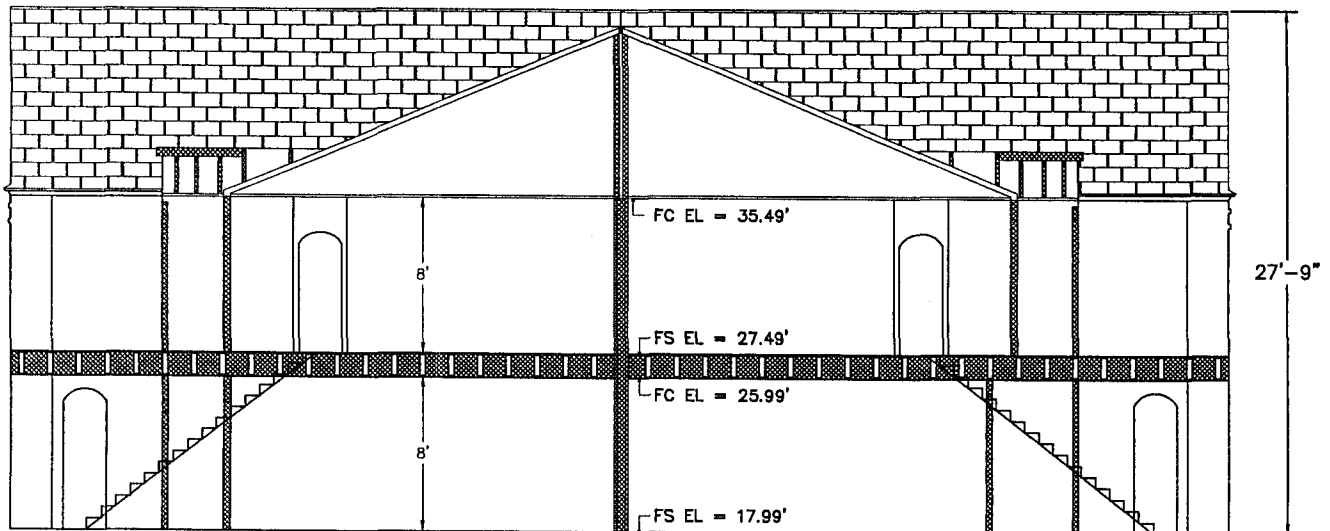
ASM

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 2800, SECTION VIEW



SECTION VIEW

NOT TO SCALE

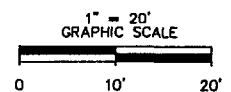
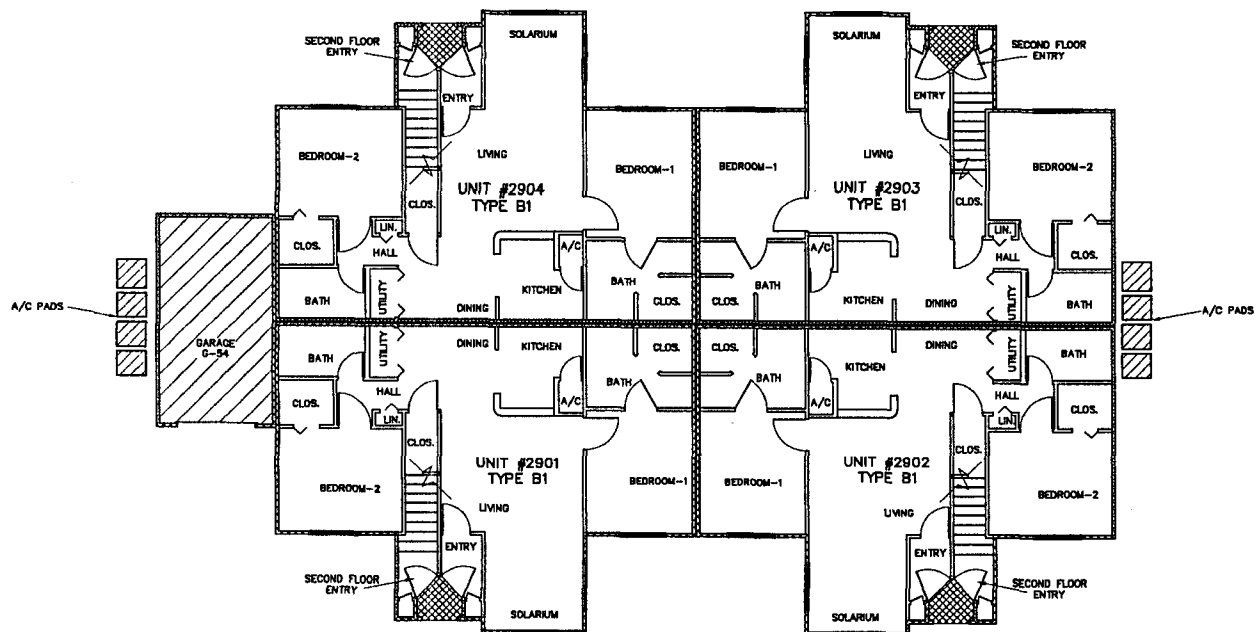
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2900 FIRST FLOOR

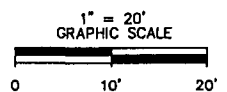
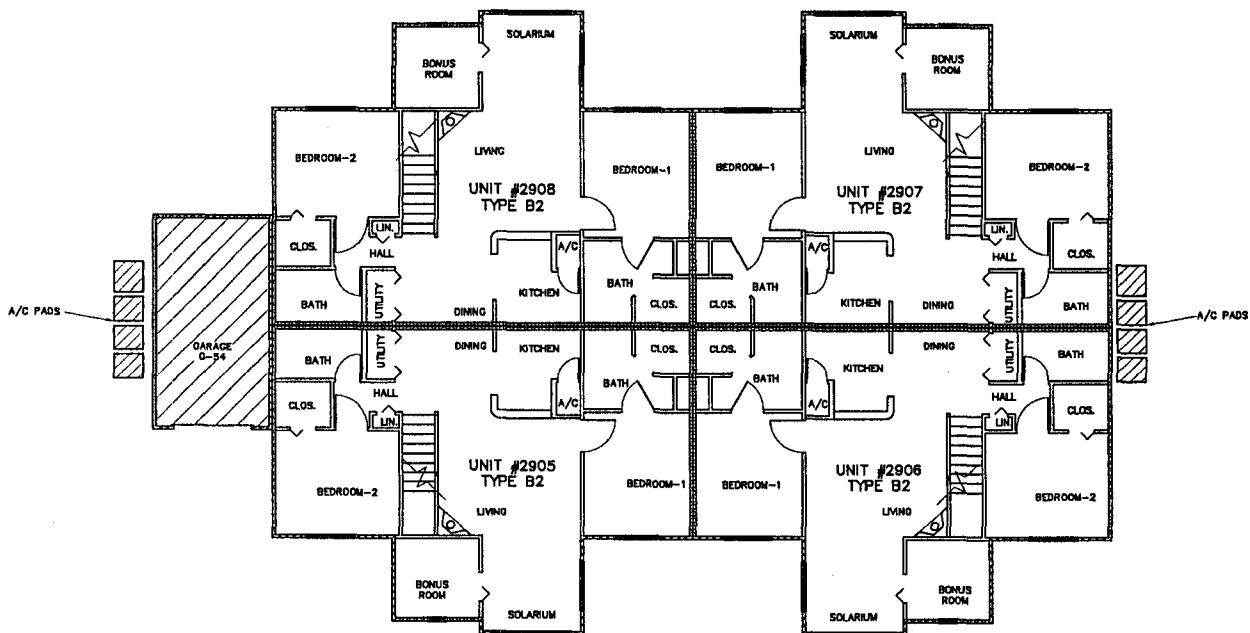


LEGEND AND ABBREVIATIONS

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- A/C = AIR CONDITIONER
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- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2900 SECOND FLOOR



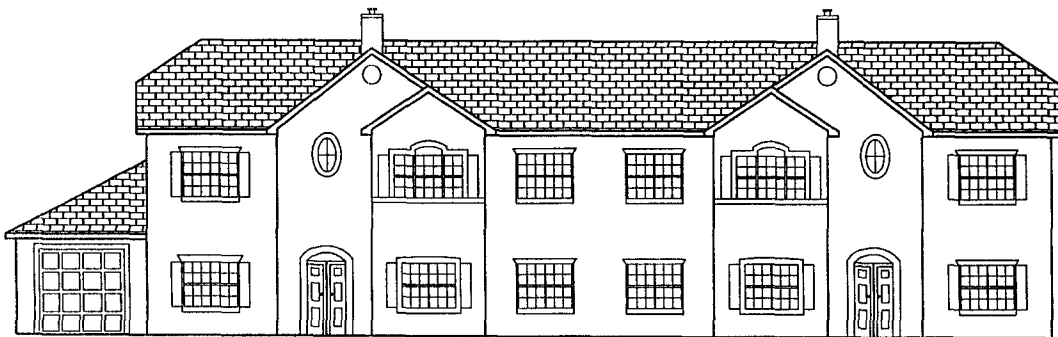
LEGEND AND ABBREVIATIONS

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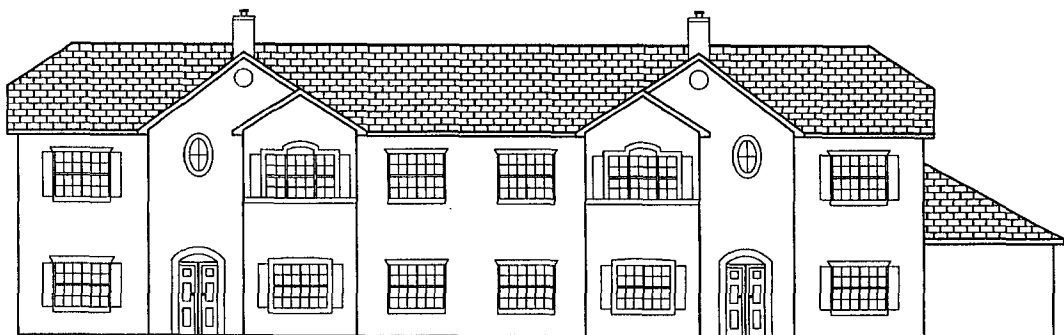


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

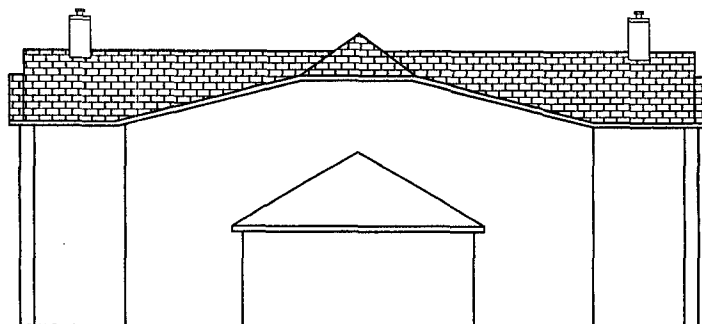
BUILDING 2900



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

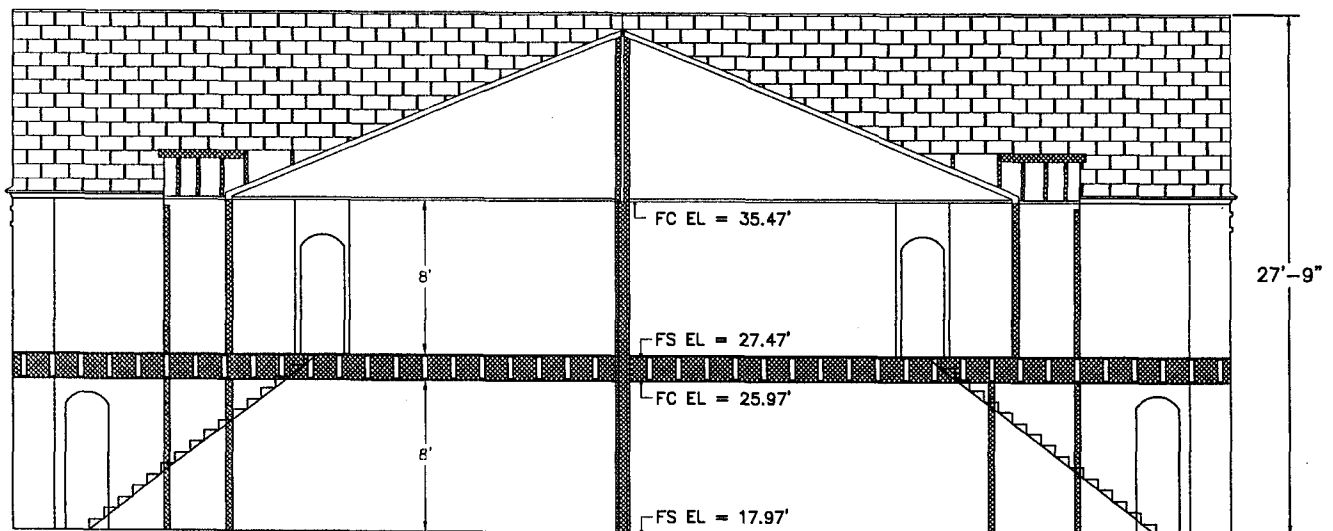
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 2900, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

 = COMMON ELEMENT

FS EL = FINISHED FLOOR SLAB ELEVATION

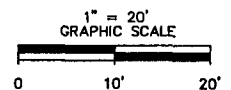
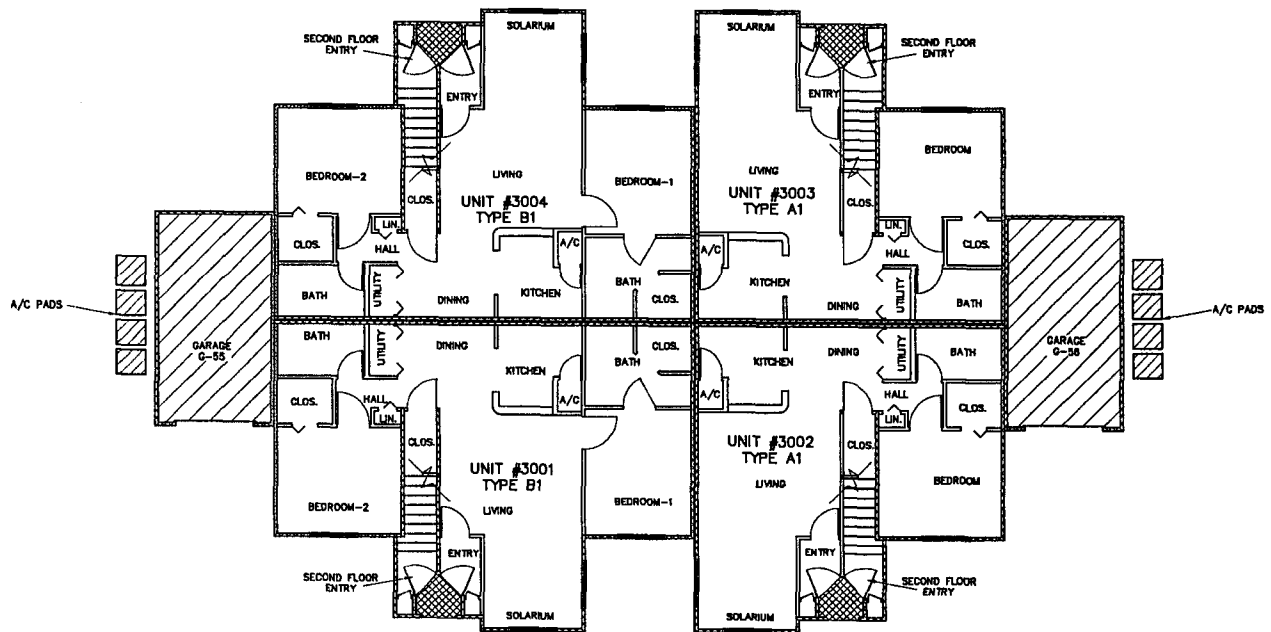
FC EL = FINISHED CEILING ELEVATION

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3000 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

05/25/06

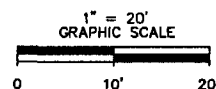
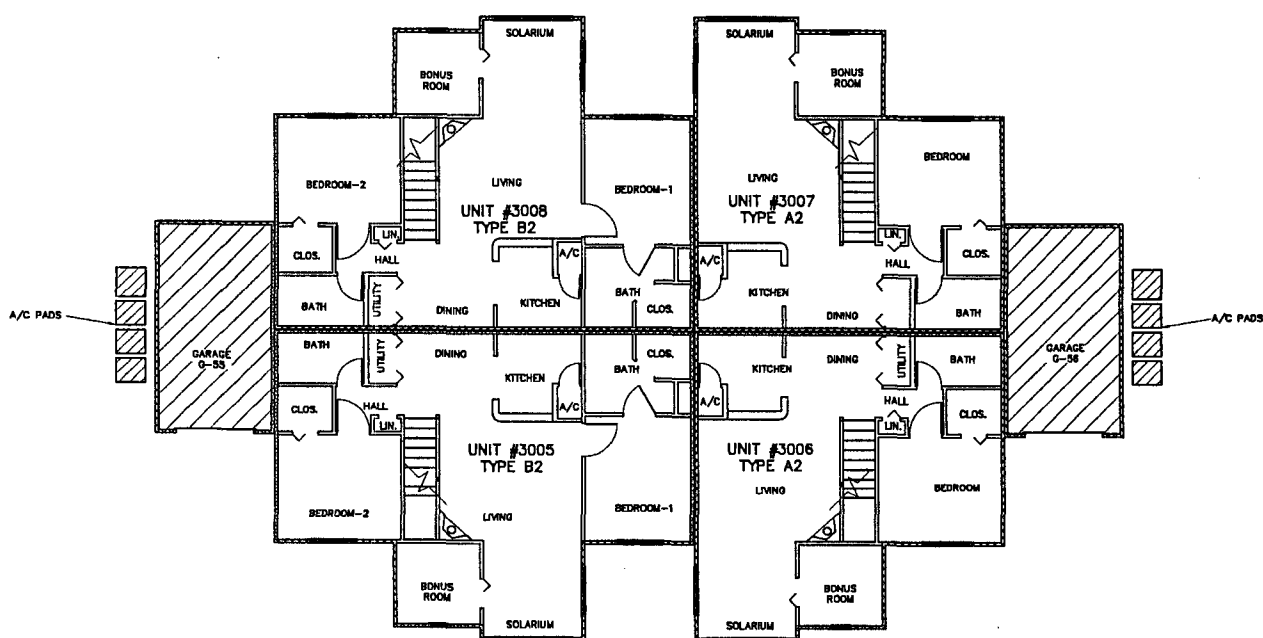
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3000 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

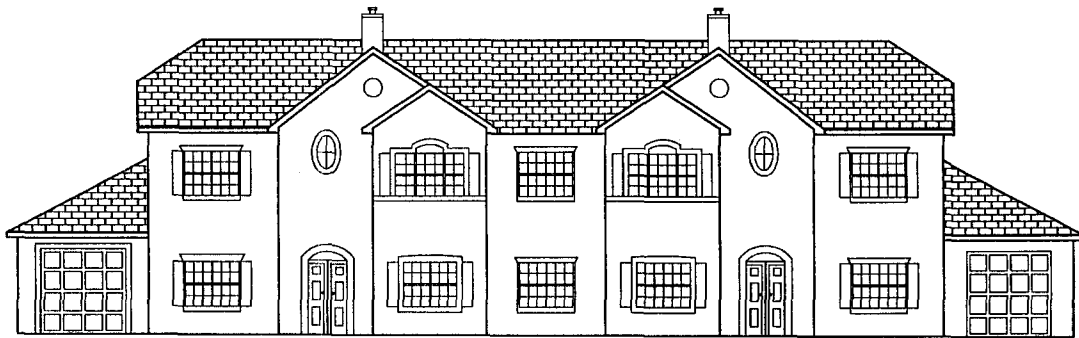


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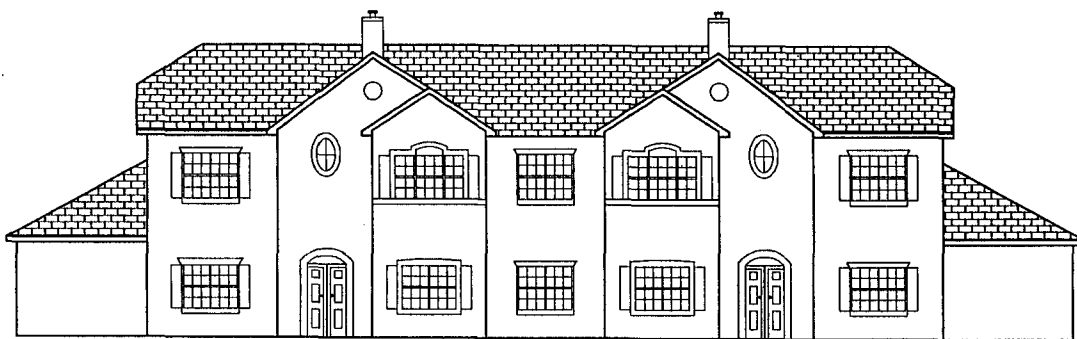
1030 N. ORLANDO AVENUE, SUITE B WINTER PARK, FLORIDA 32789
(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

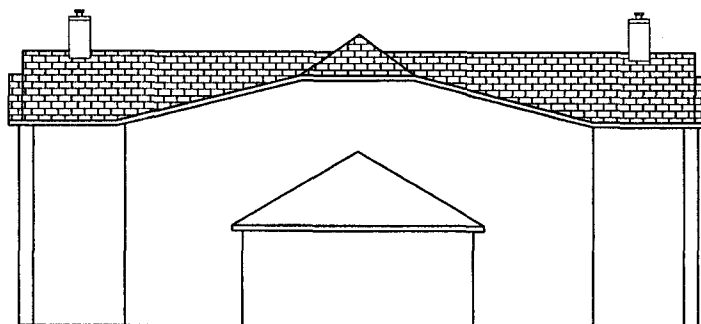
BUILDING 3000



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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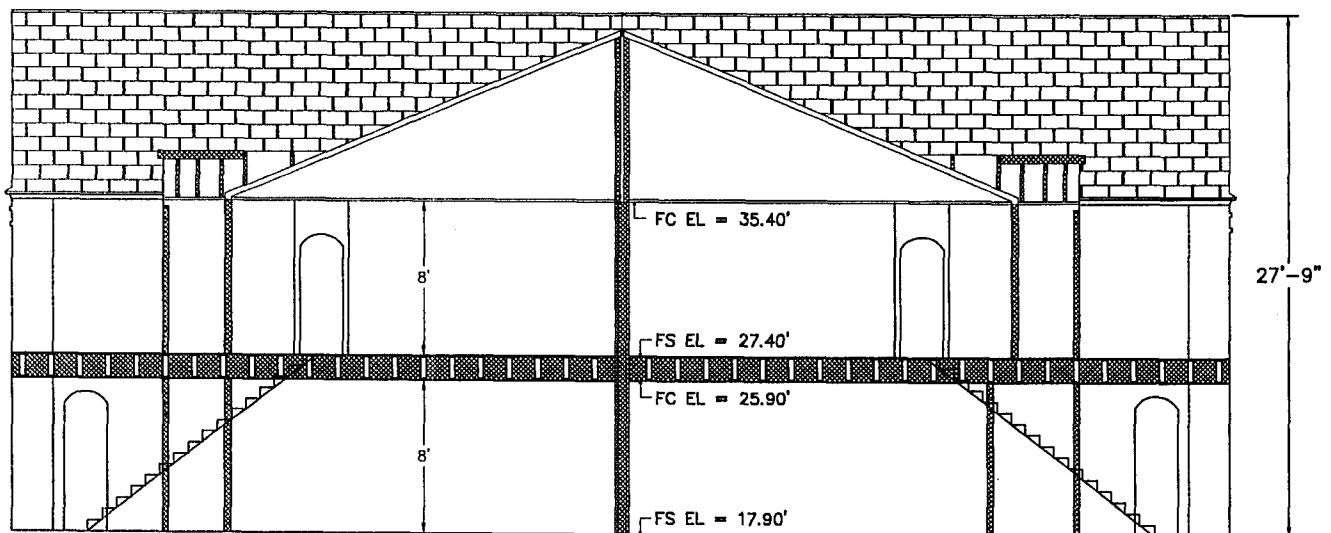
ASM

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3000, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

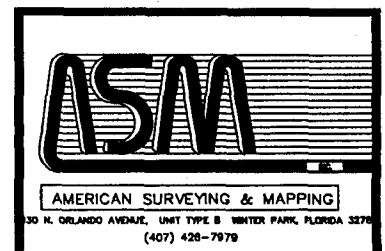
 = COMMON ELEMENT

FS EL = FINISHED FLOOR SLAB ELEVATION

FC EL = FINISHED CEILING ELEVATION

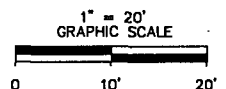
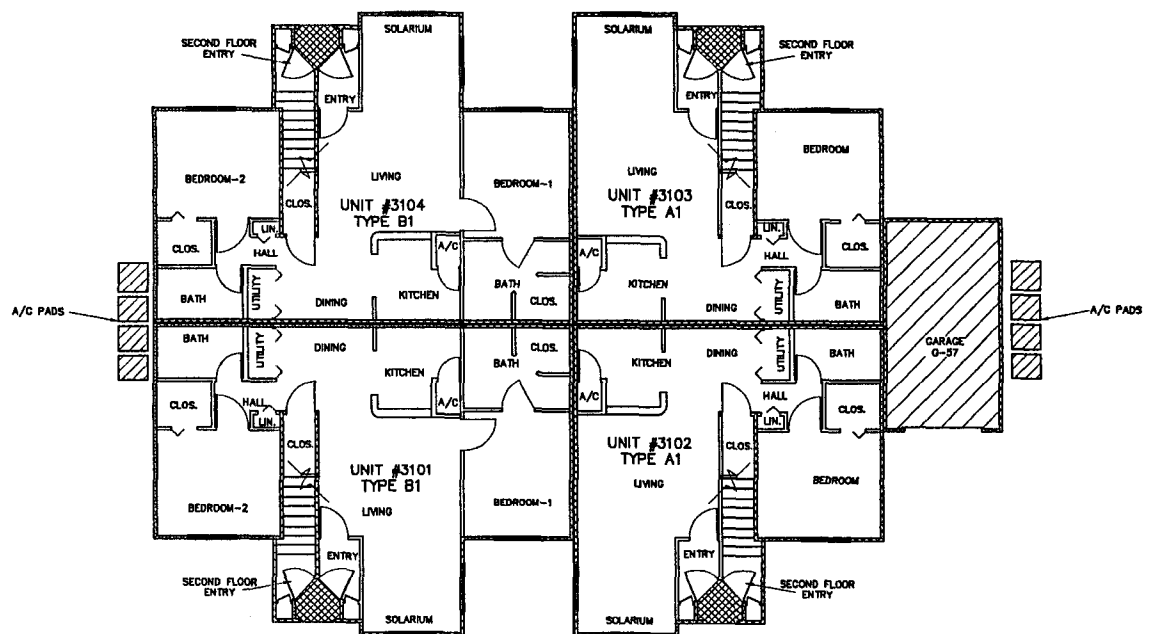
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3100 FIRST FLOOR

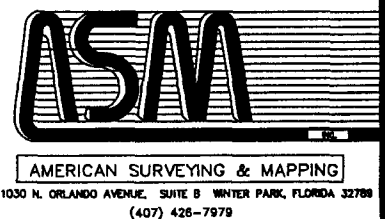


LEGEND AND ABBREVIATIONS

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 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

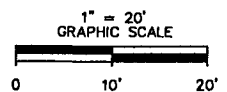
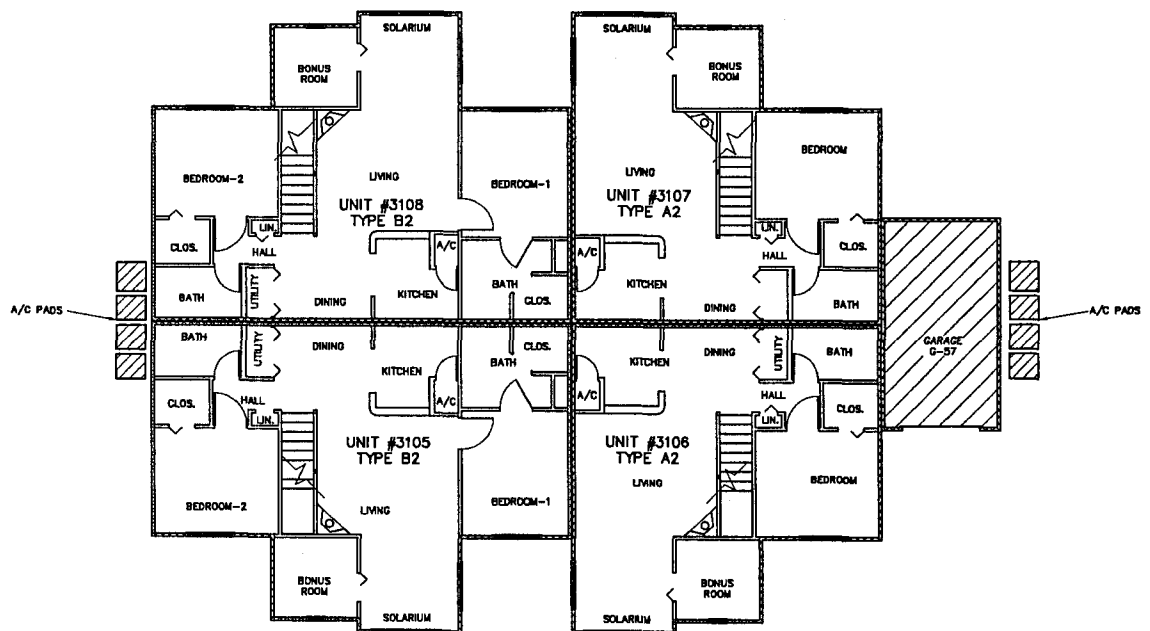
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3100 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

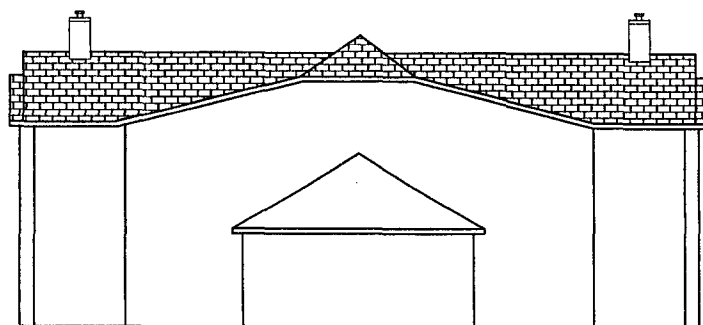
BUILDING 3100



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

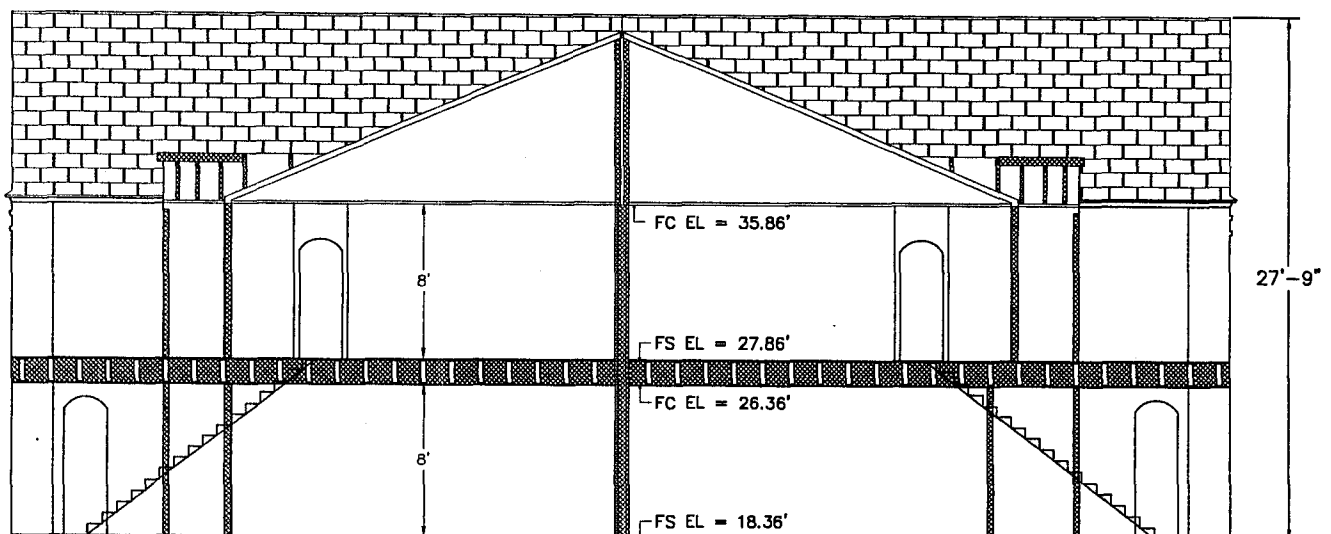
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3100, SECTION VIEW

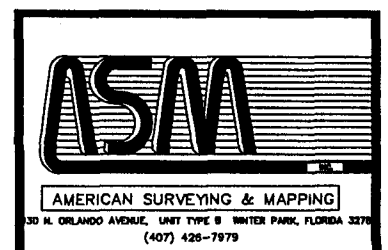


SECTION VIEW

NOT TO SCALE

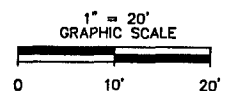
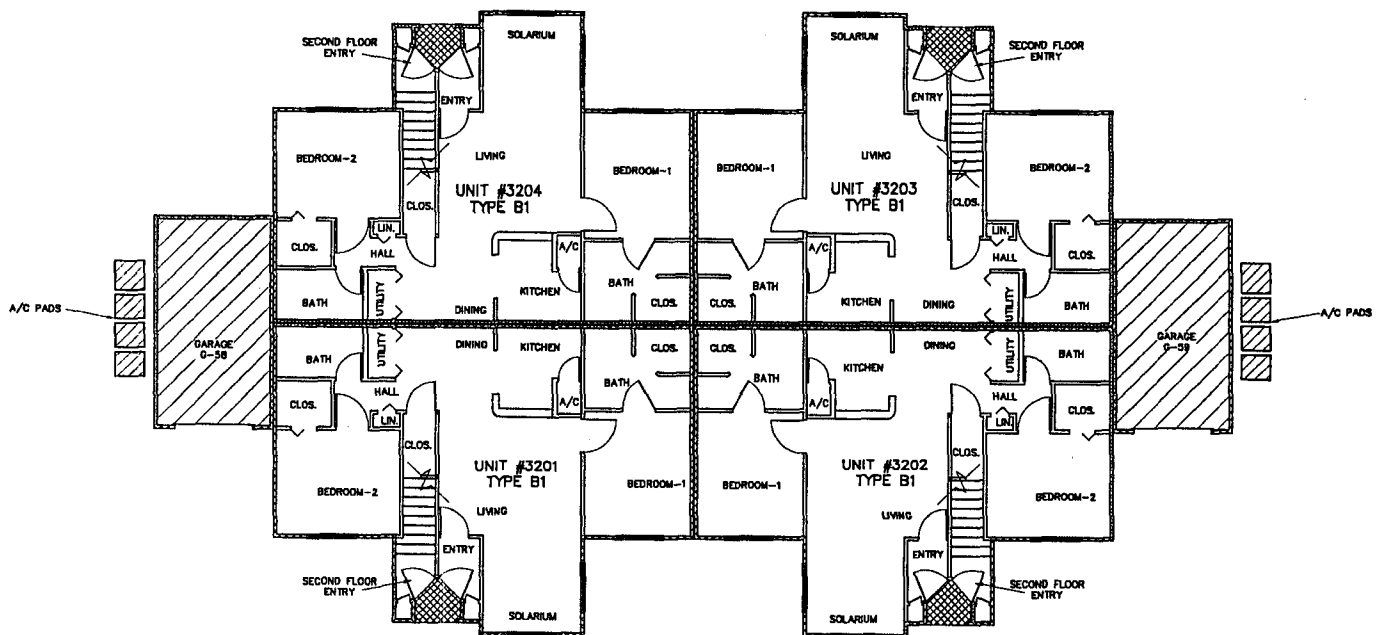
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3200 FIRST FLOOR

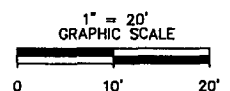
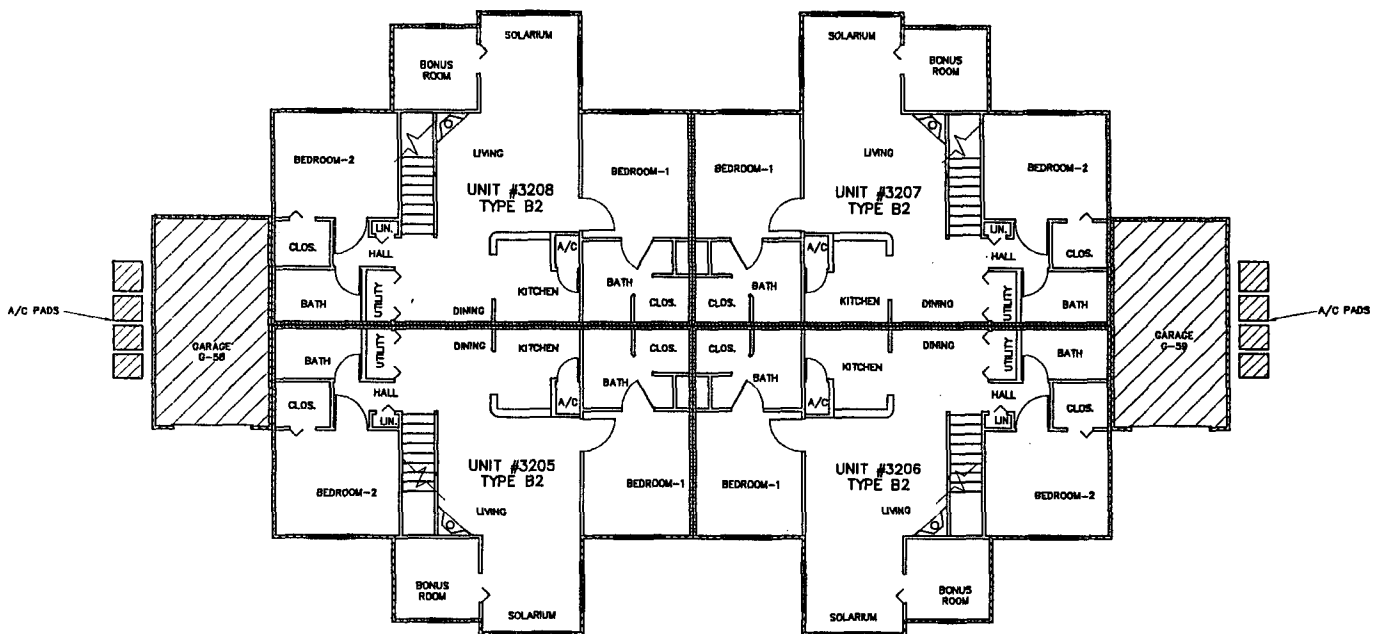


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3200 SECOND FLOOR

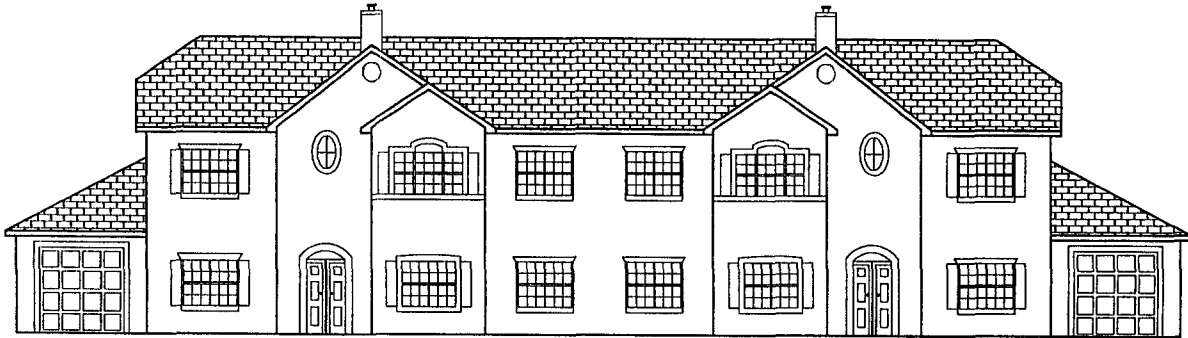


LEGEND AND ABBREVIATIONS

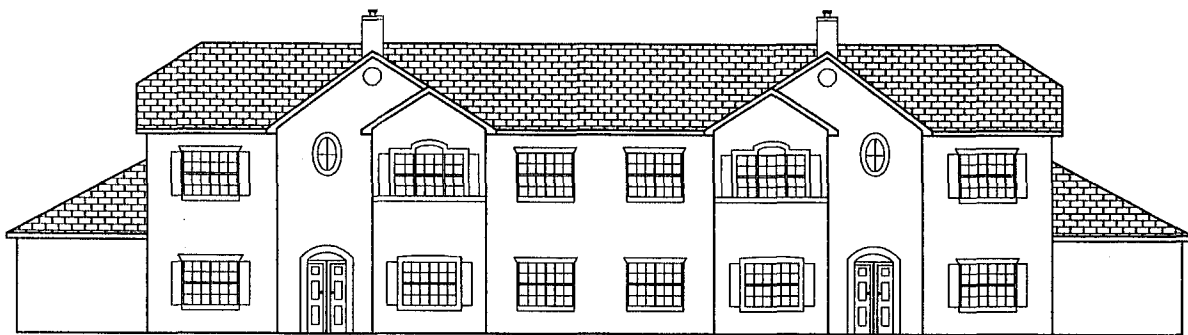
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

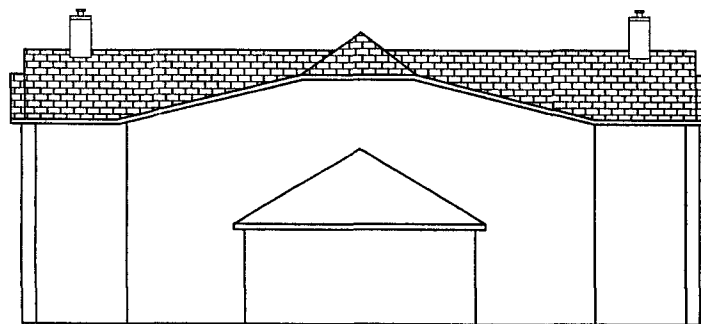
BUILDING 3200



FRONT ELEVATION



REAR ELEVATION

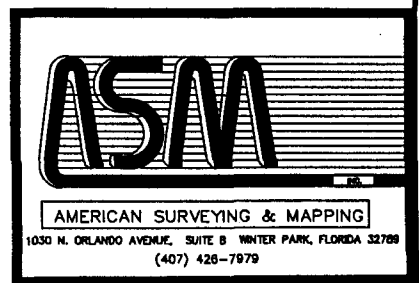


SIDE ELEVATION

NOT TO SCALE

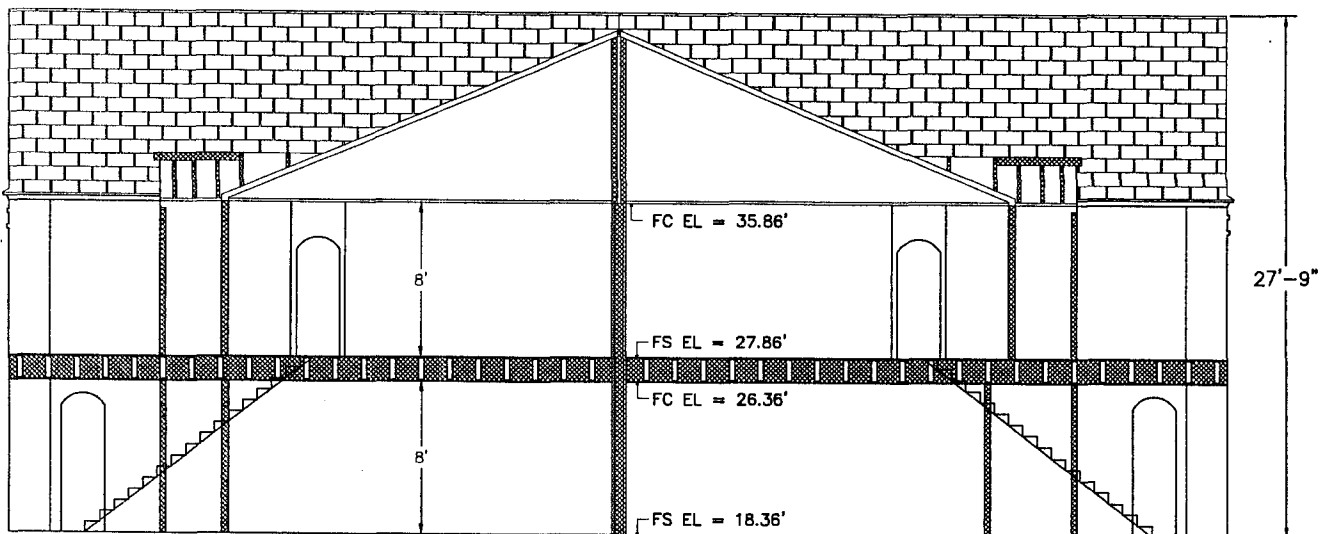
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3200, SECTION VIEW



SECTION VIEW

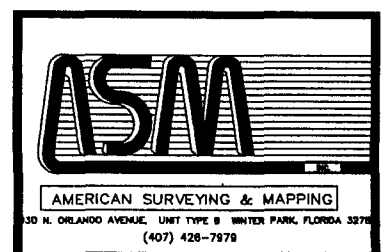
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

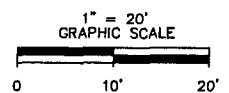
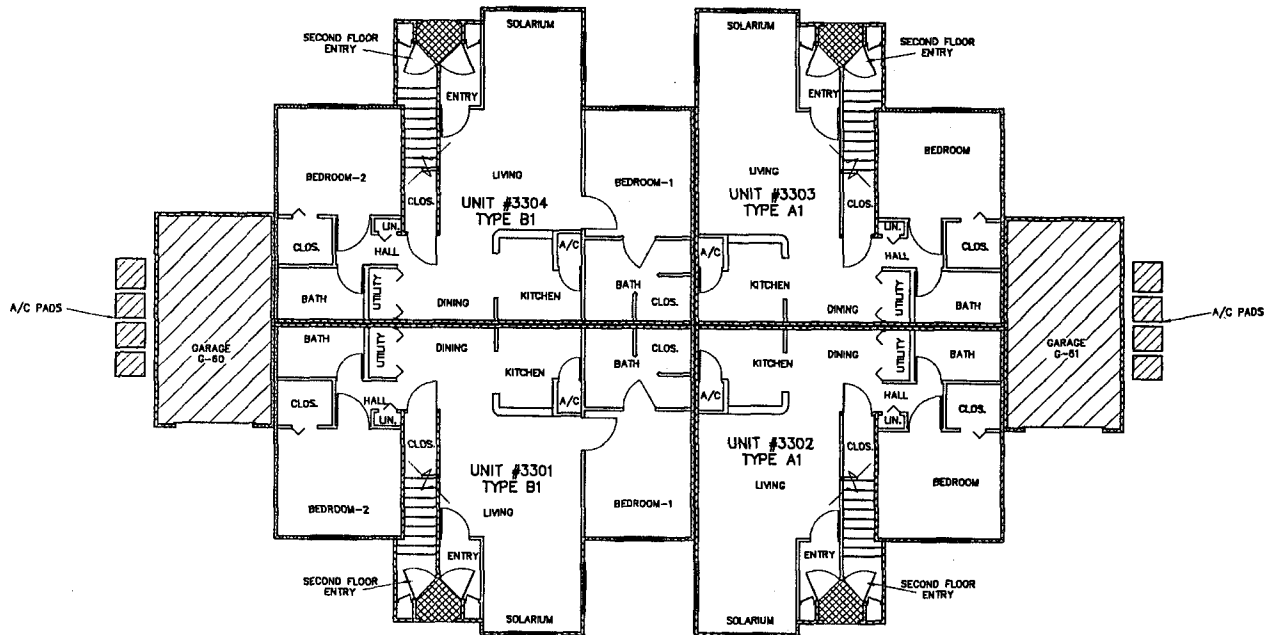
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3300 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

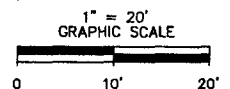
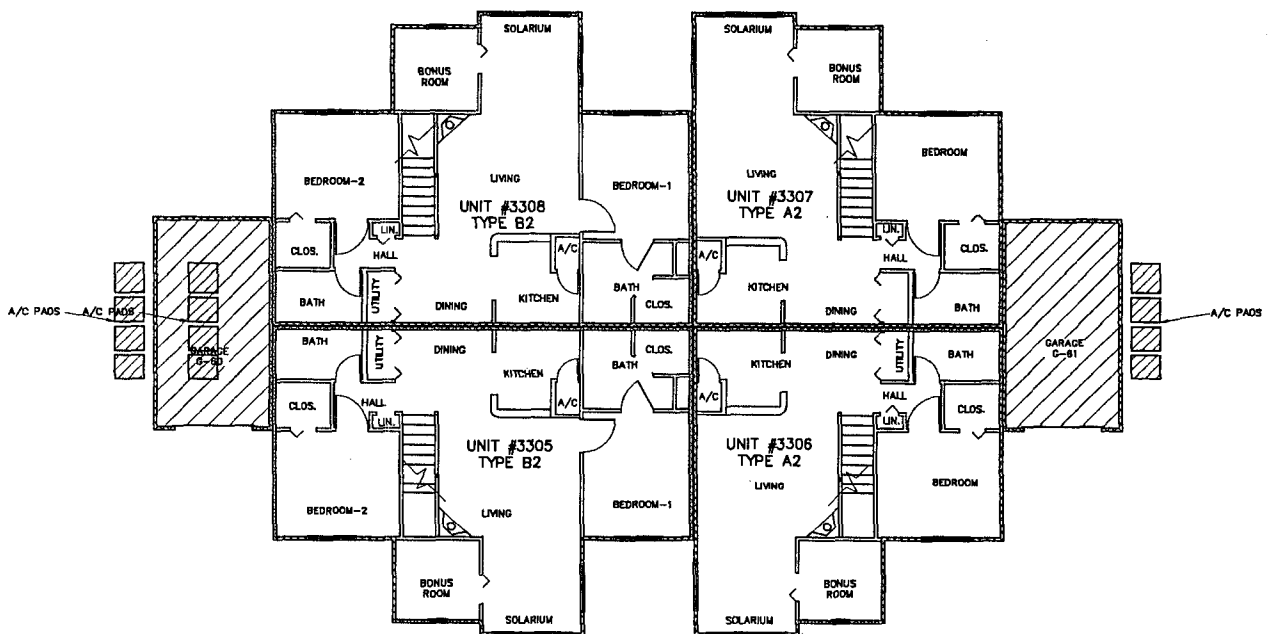


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3300 SECOND FLOOR

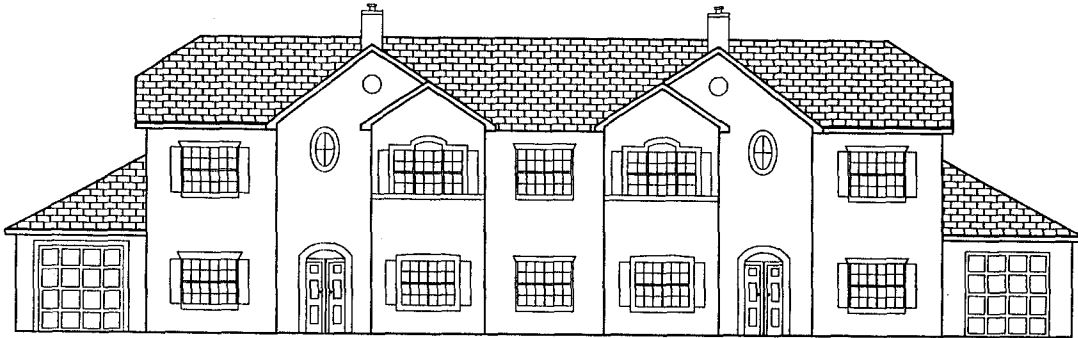


LEGEND AND ABBREVIATIONS

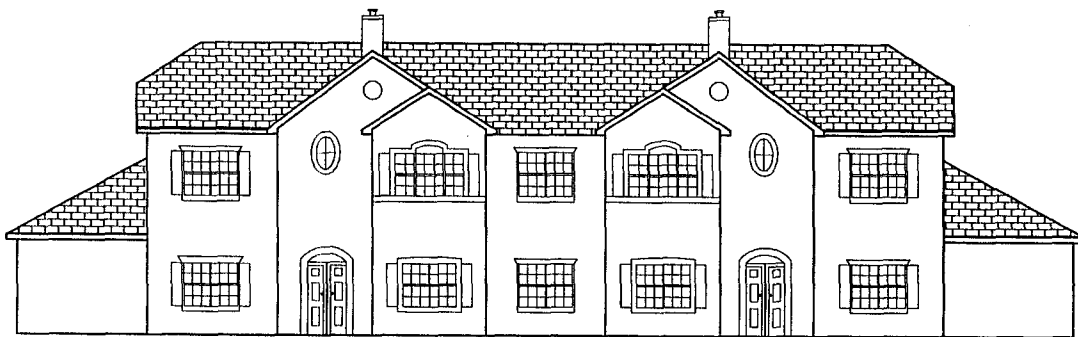
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

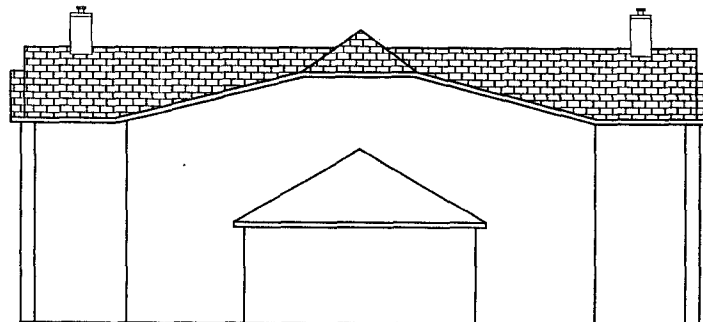
BUILDING 3300



FRONT ELEVATION



REAR ELEVATION

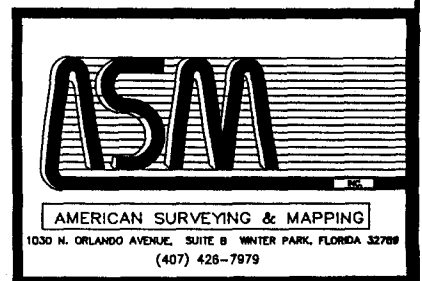


SIDE ELEVATION

NOT TO SCALE

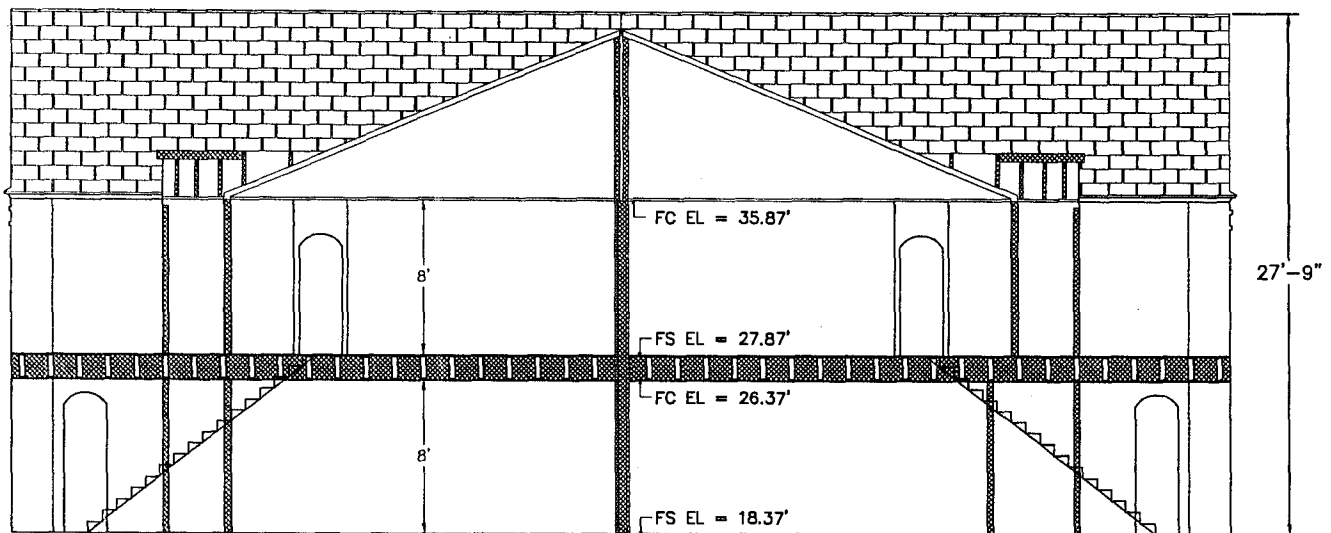
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3300, SECTION VIEW

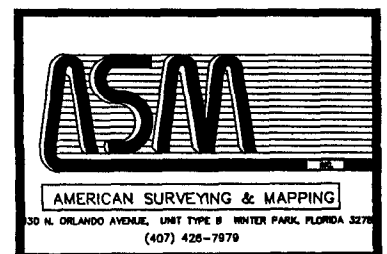


SECTION VIEW

NOT TO SCALE

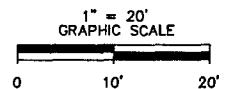
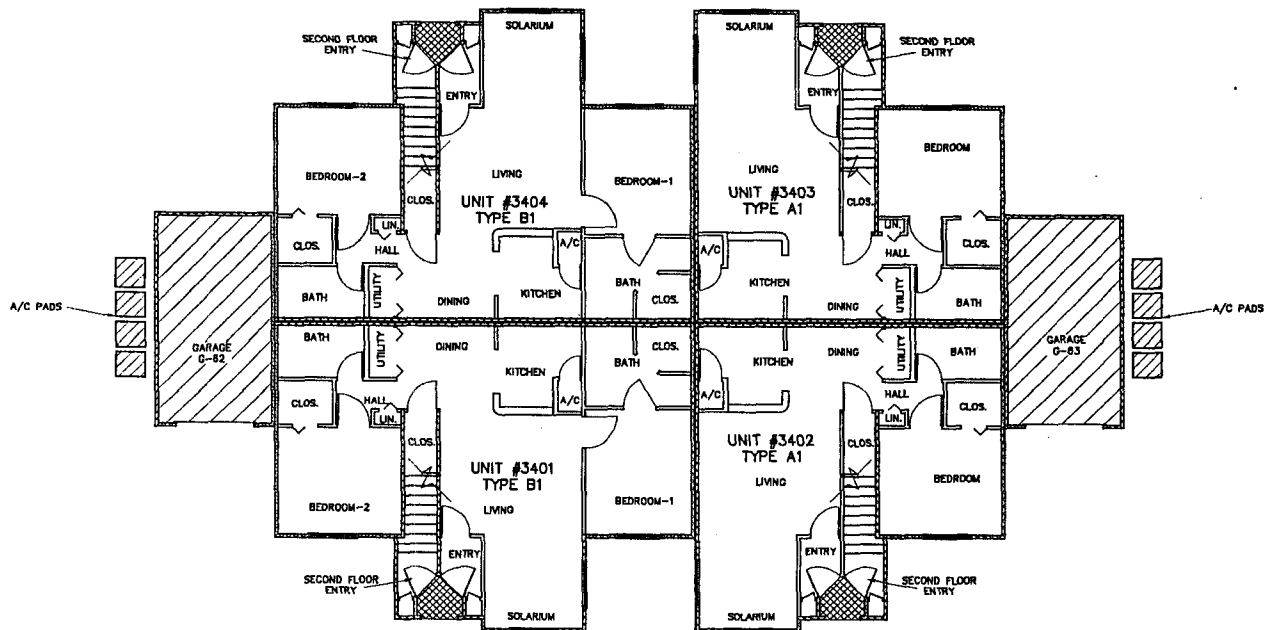
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3400 FIRST FLOOR



LEGEND AND ABBREVIATIONS

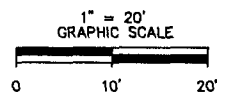
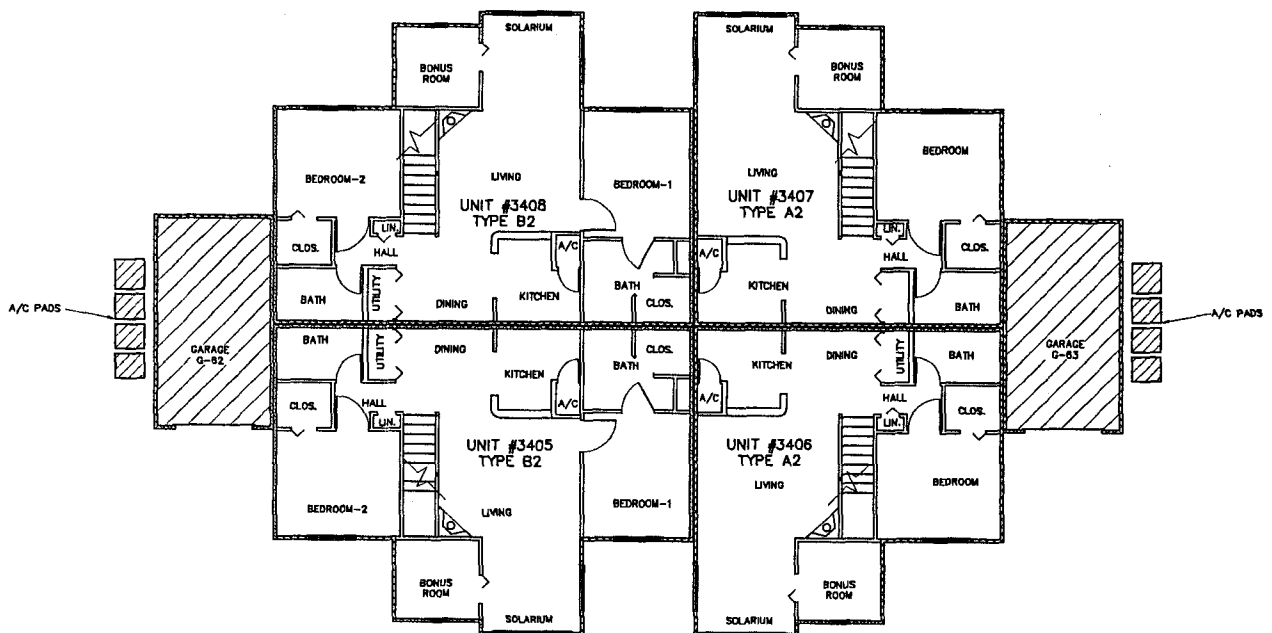
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- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3400 SECOND FLOOR

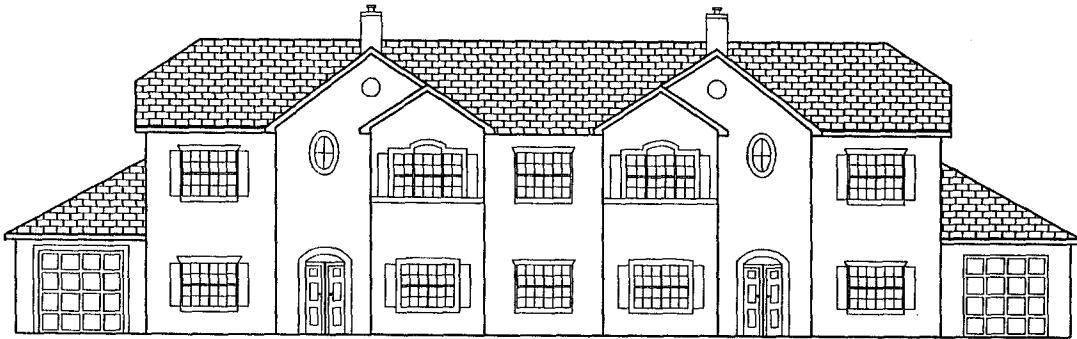


LEGEND AND ABBREVIATIONS

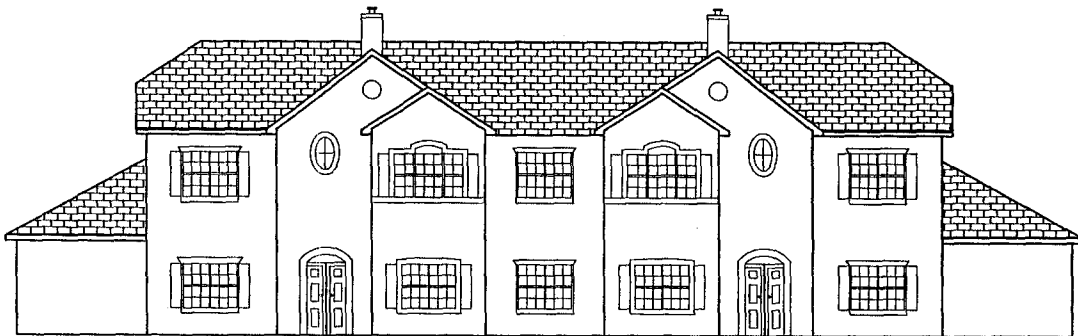
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

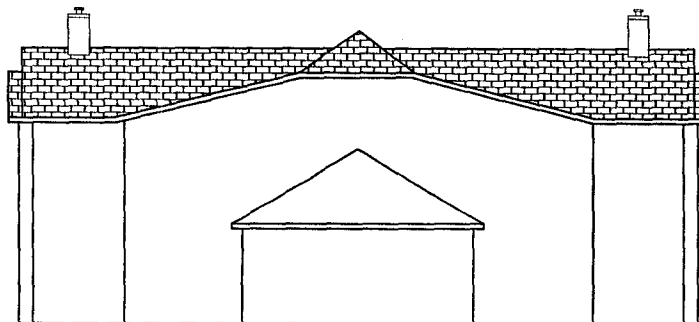
BUILDING 3400



FRONT ELEVATION



REAR ELEVATION

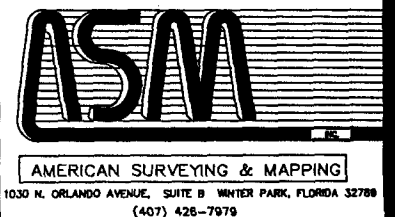


SIDE ELEVATION

NOT TO SCALE

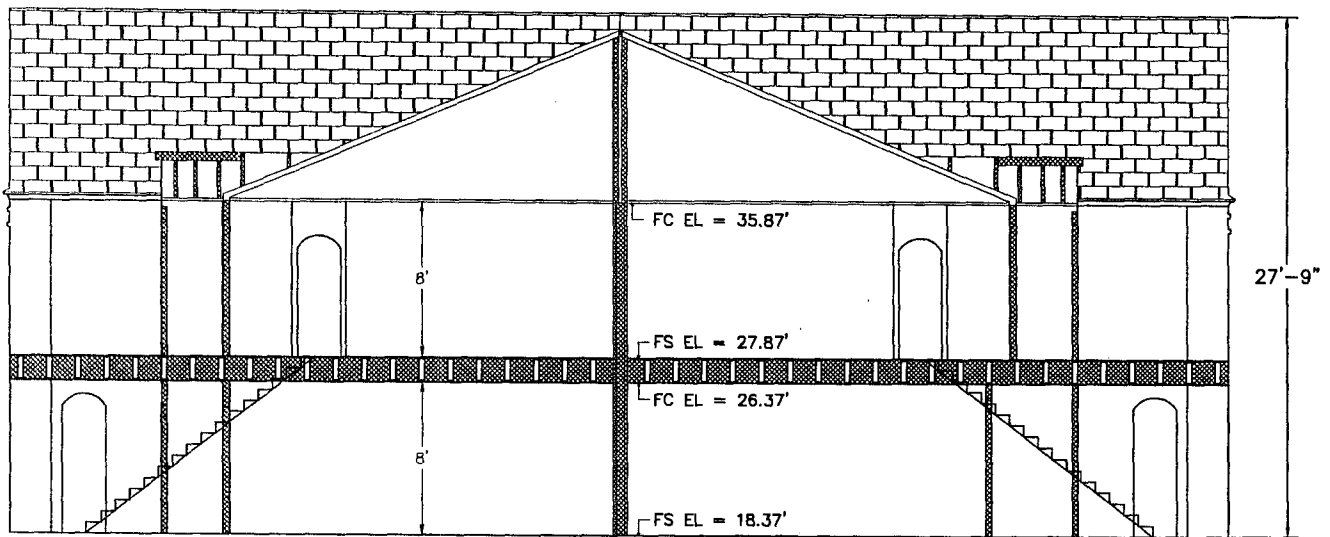
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3400, SECTION VIEW

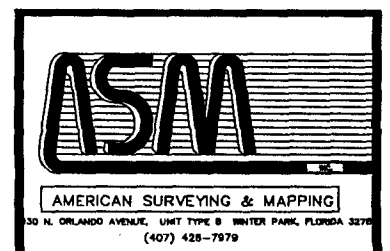


SECTION VIEW

NOT TO SCALE

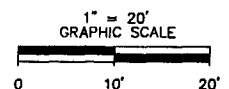
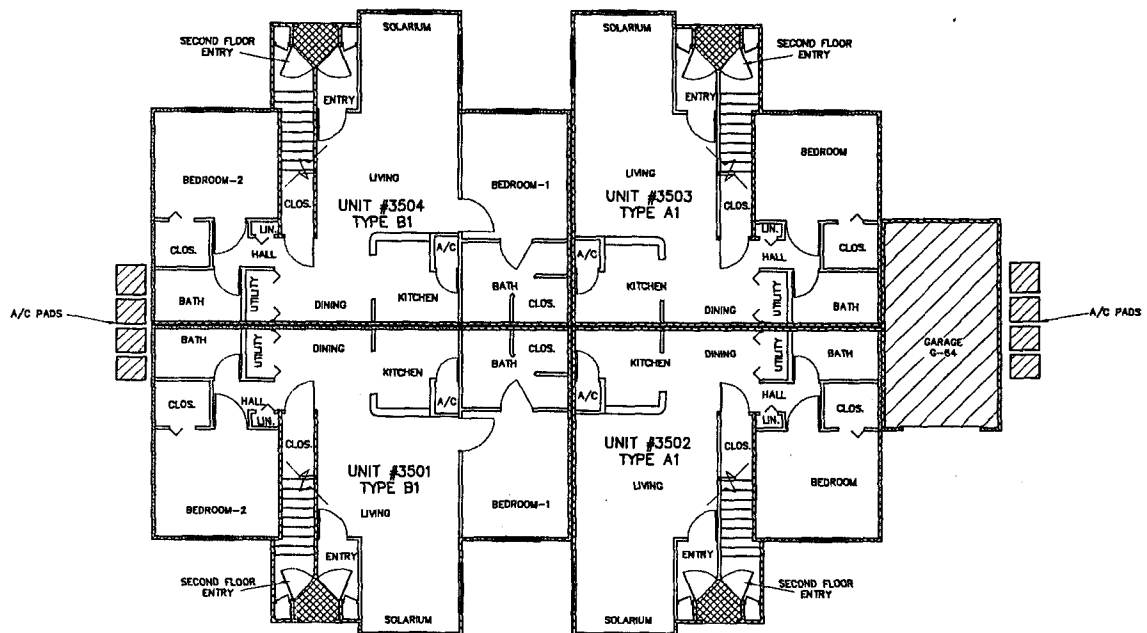
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3500 FIRST FLOOR

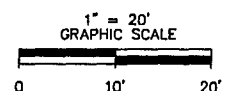
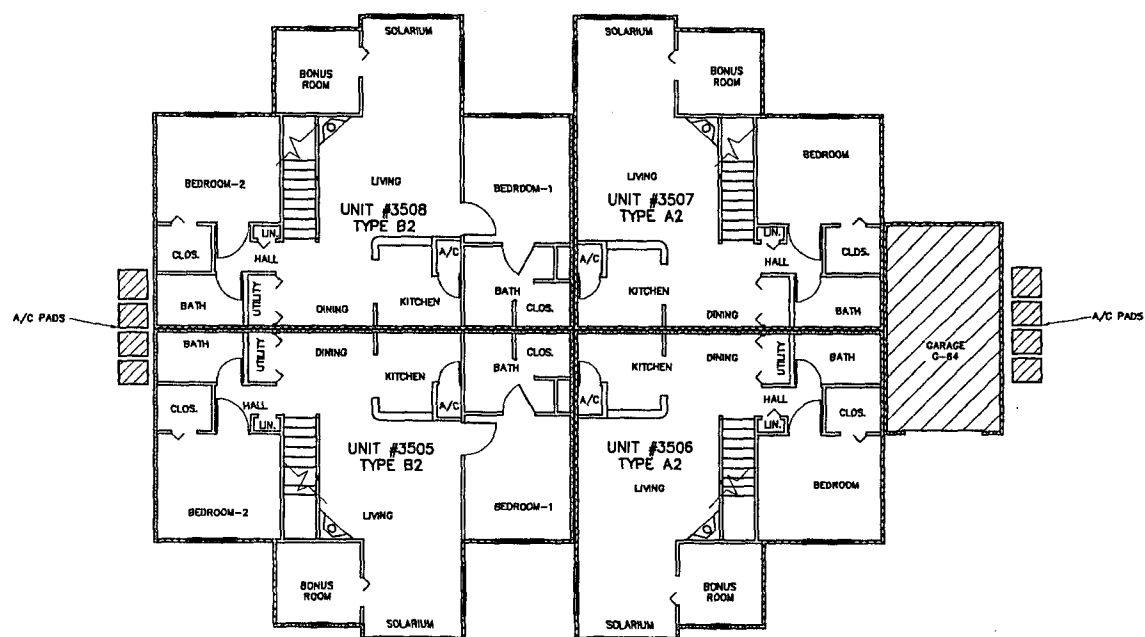


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3500 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

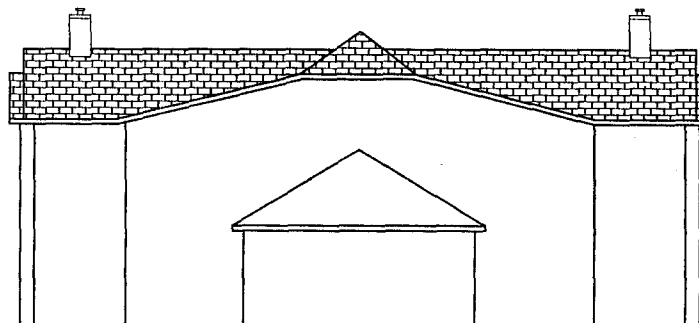
BUILDING 3500



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

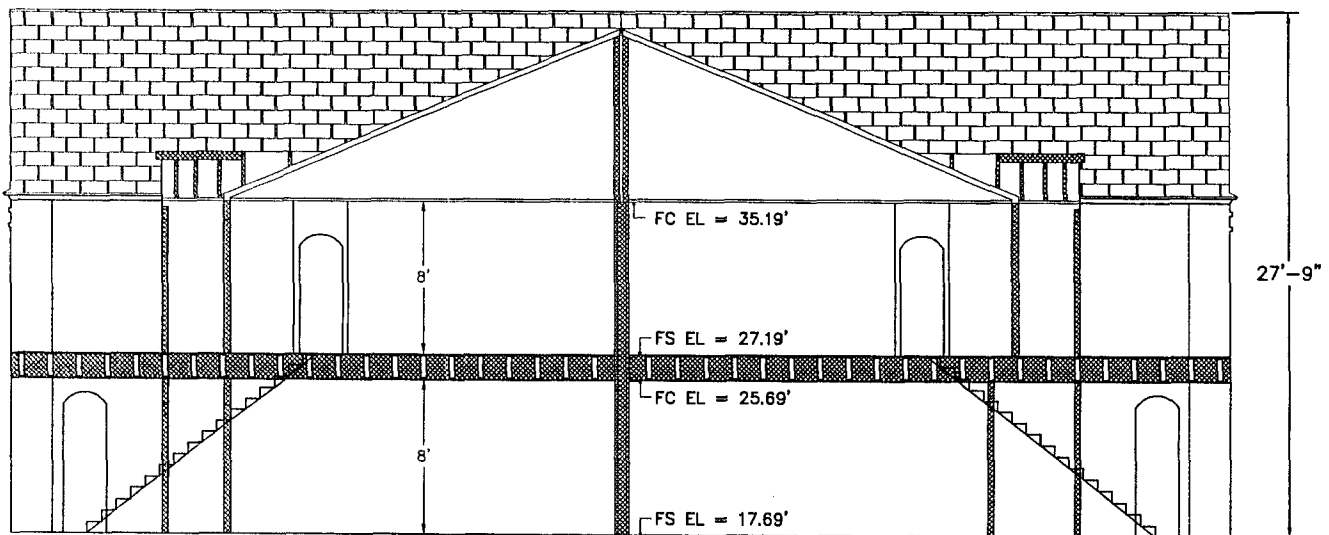
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3500, SECTION VIEW



SECTION VIEW

NOT TO SCALE

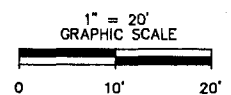
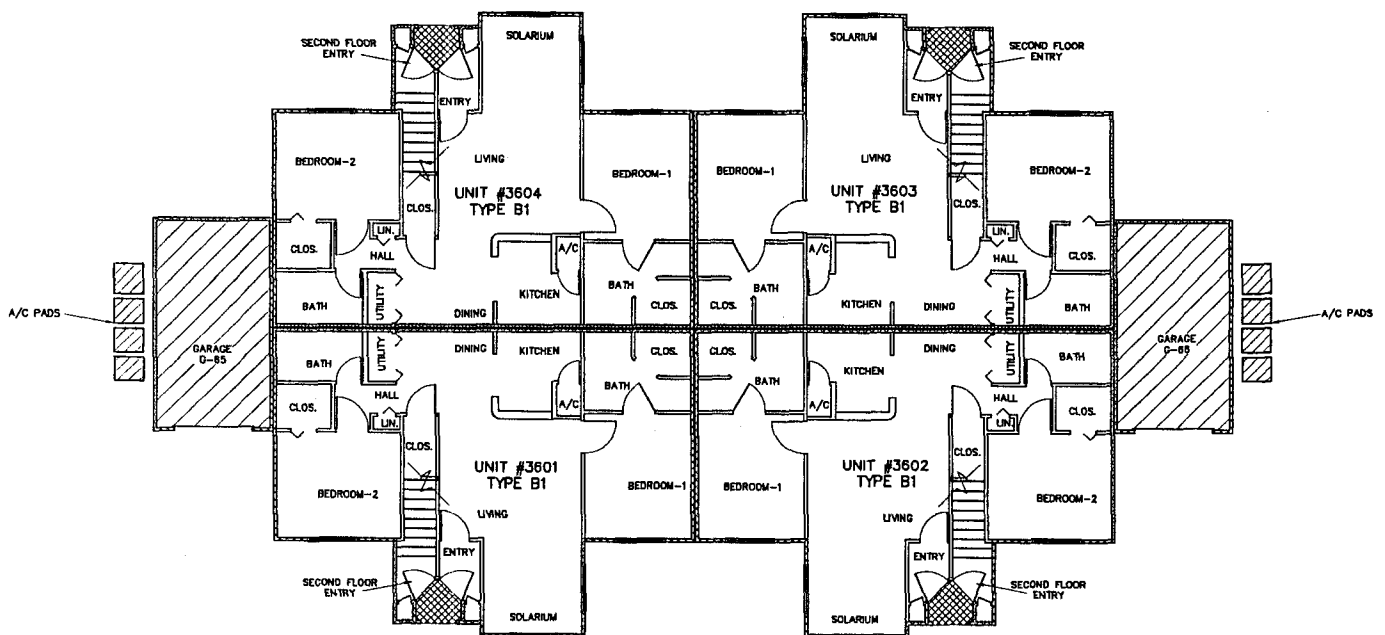
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3600 FIRST FLOOR

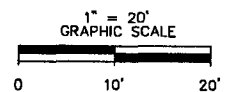
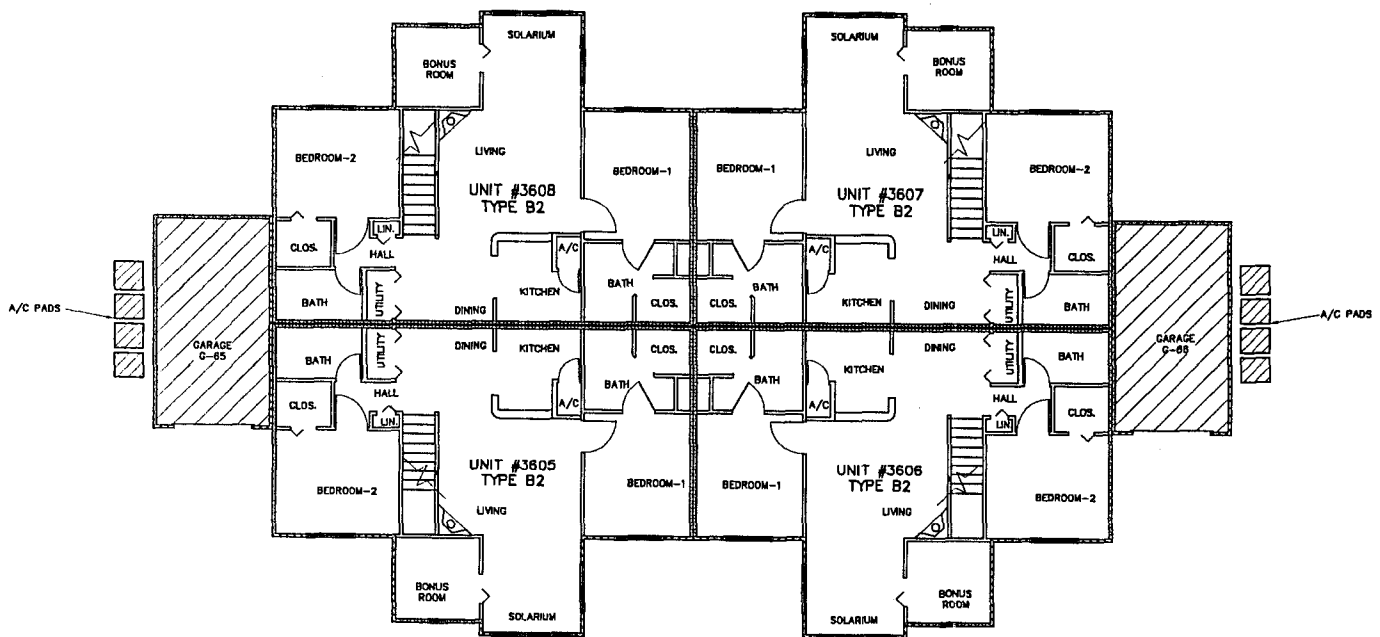


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3600 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

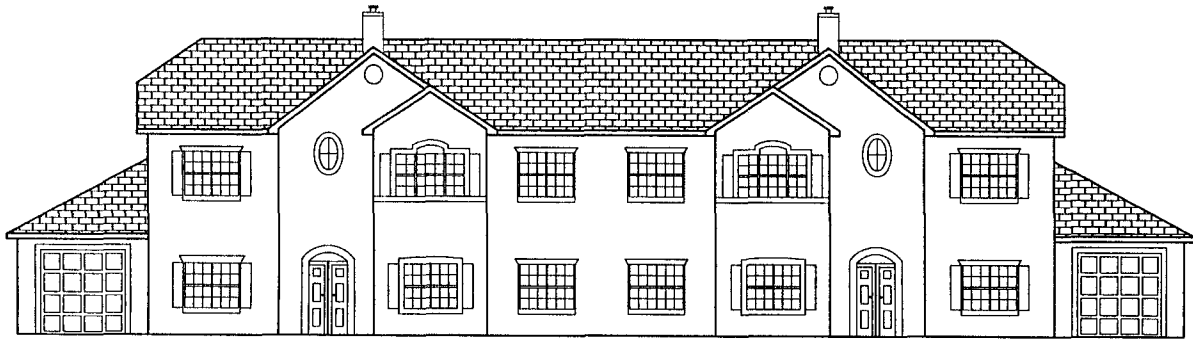


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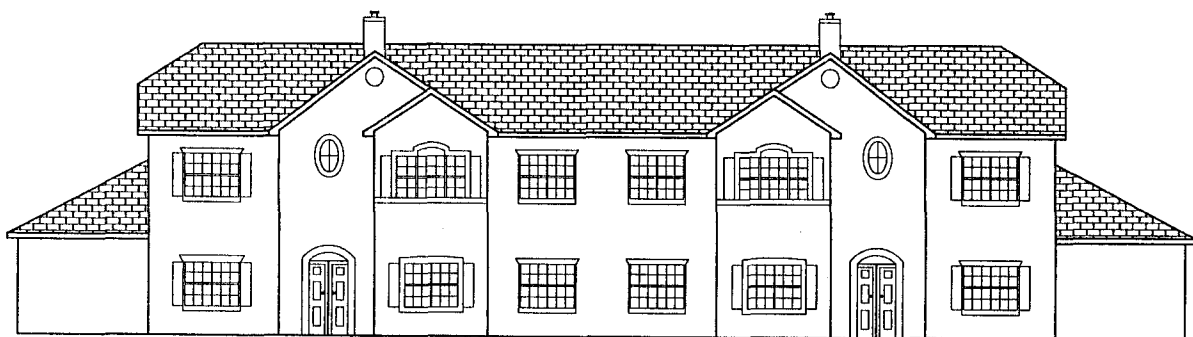
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(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

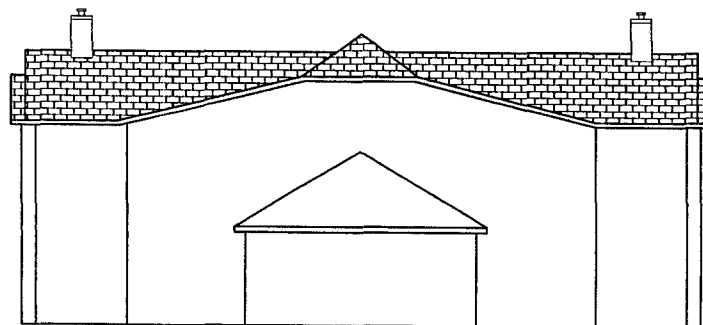
BUILDING 3600



FRONT ELEVATION



REAR ELEVATION

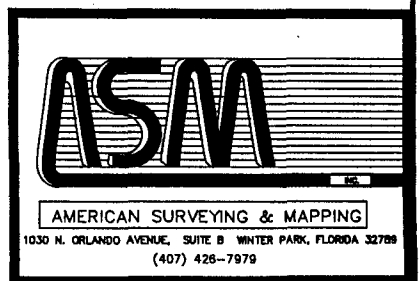


SIDE ELEVATION

NOT TO SCALE

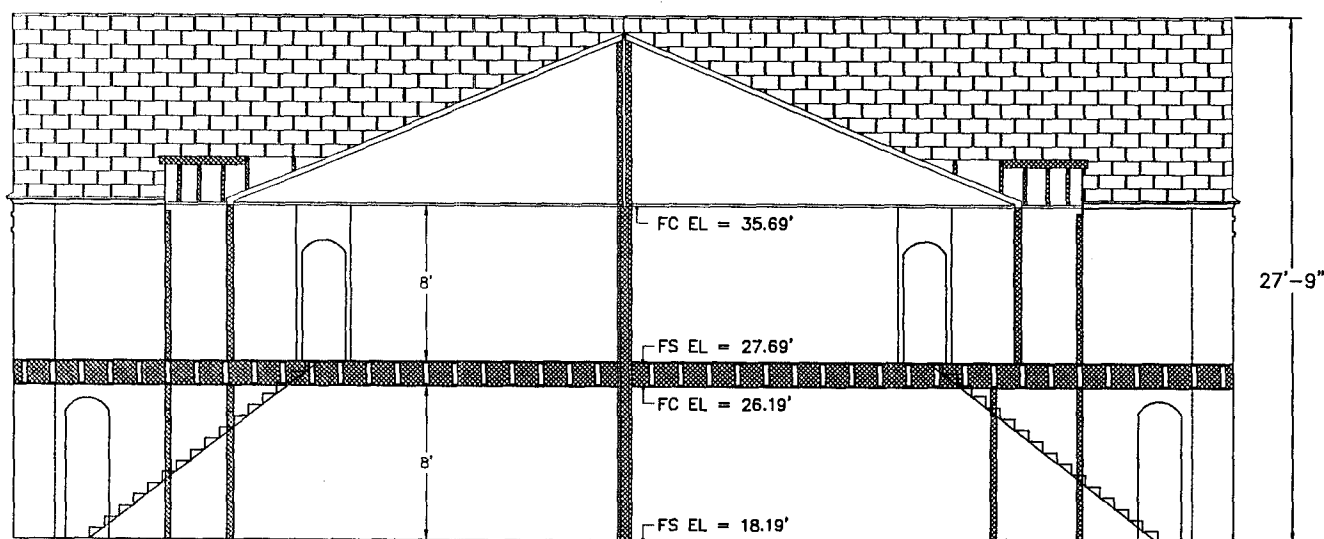
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3600, SECTION VIEW



SECTION VIEW

NOT TO SCALE

LEGEND AND ABBREVIATIONS

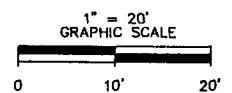
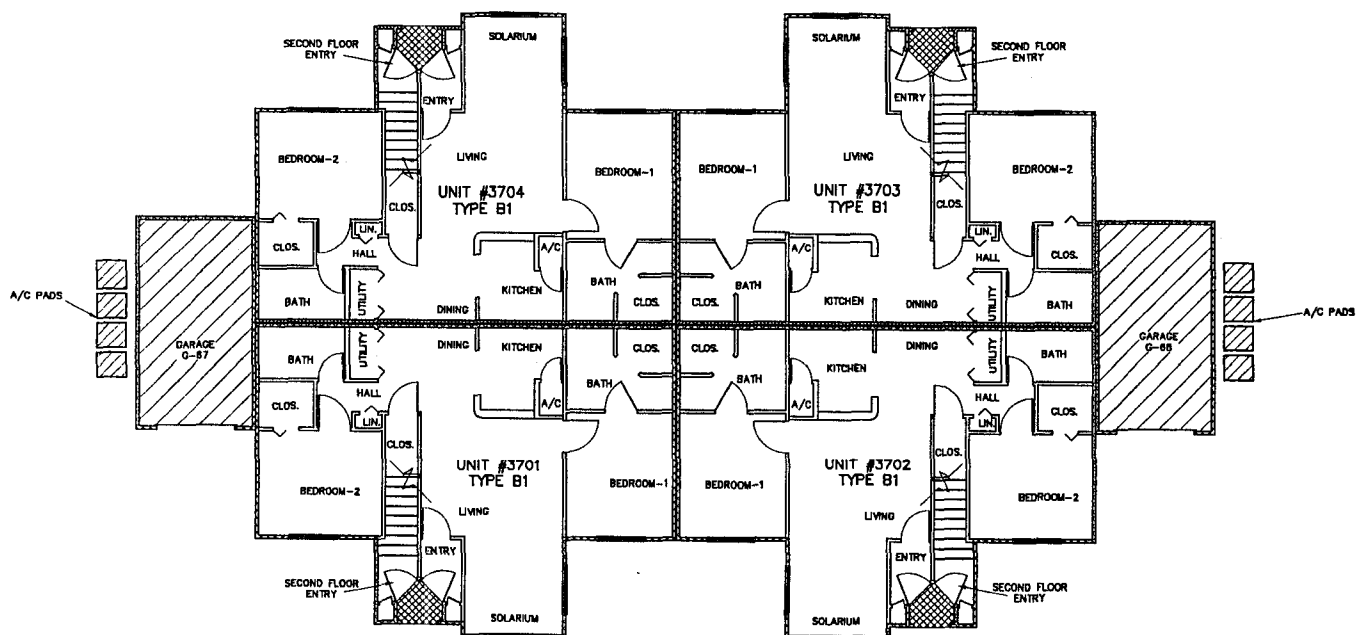
-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3700 FIRST FLOOR



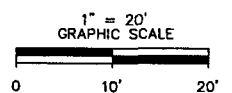
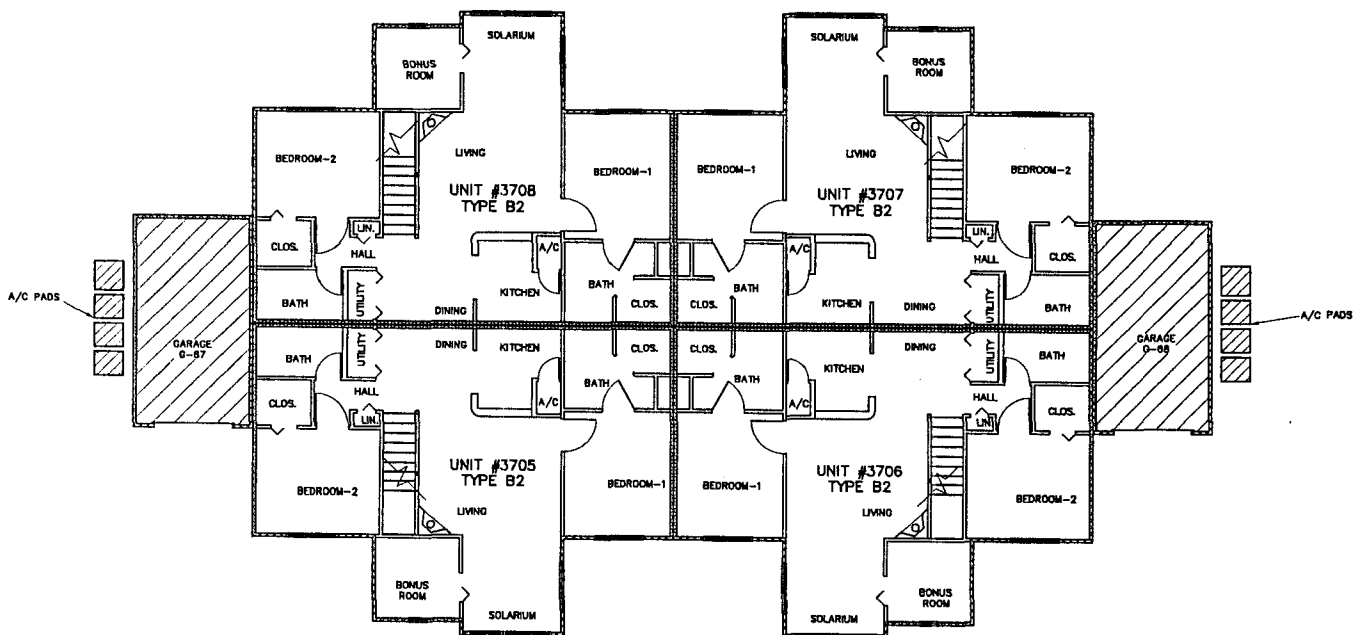
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3700 SECOND FLOOR

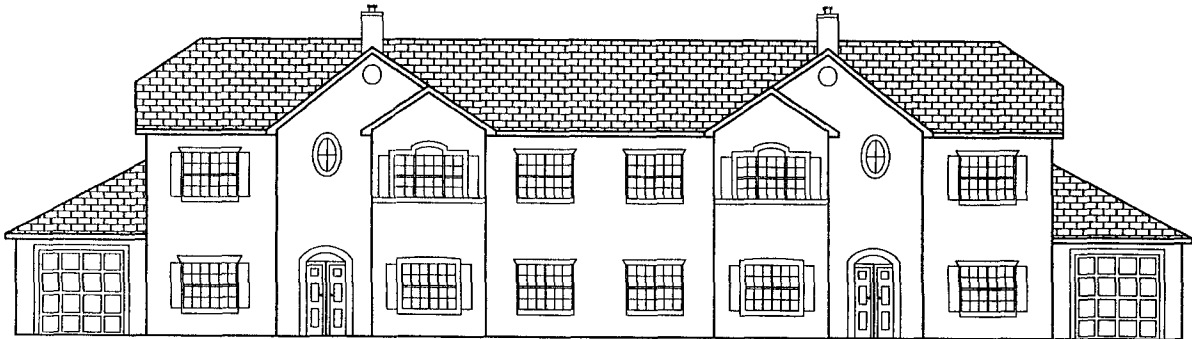


LEGEND AND ABBREVIATIONS

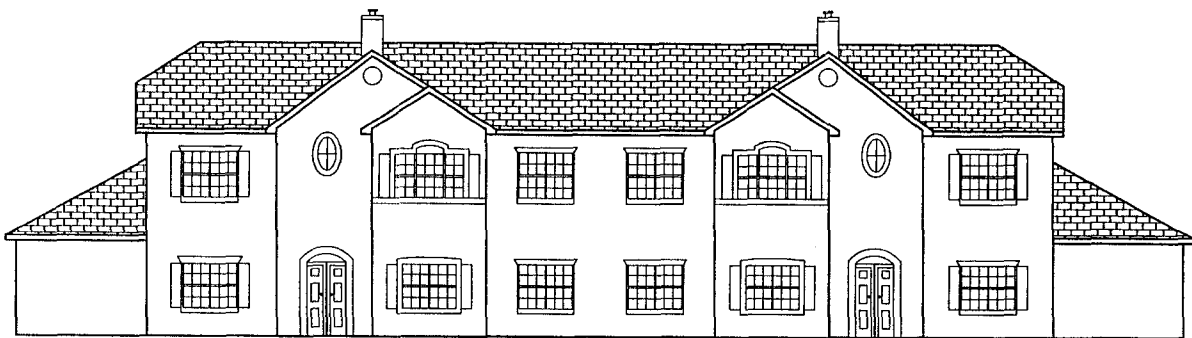
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

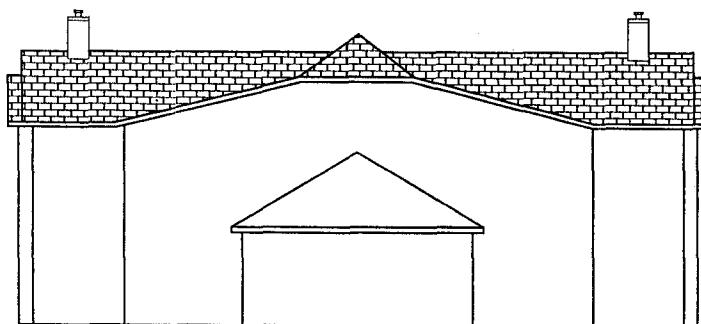
BUILDING 3700



FRONT ELEVATION



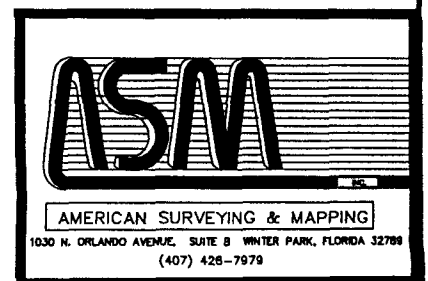
REAR ELEVATION



SIDE ELEVATION

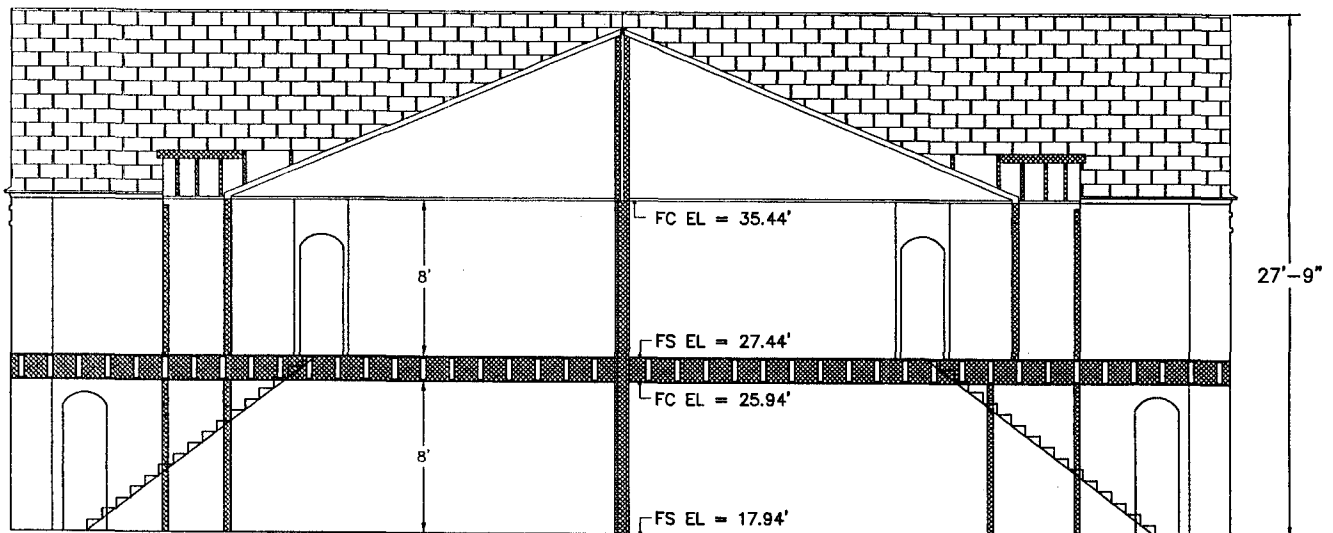
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3700, SECTION VIEW



SECTION VIEW

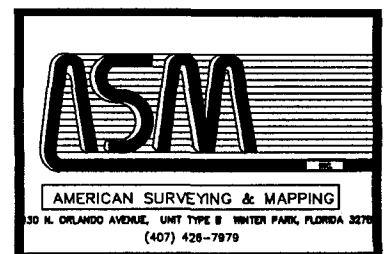
NOT TO SCALE

LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- FS EL = FINISHED FLOOR SLAB ELEVATION
- FC EL = FINISHED CEILING ELEVATION

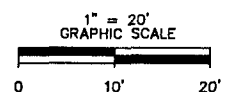
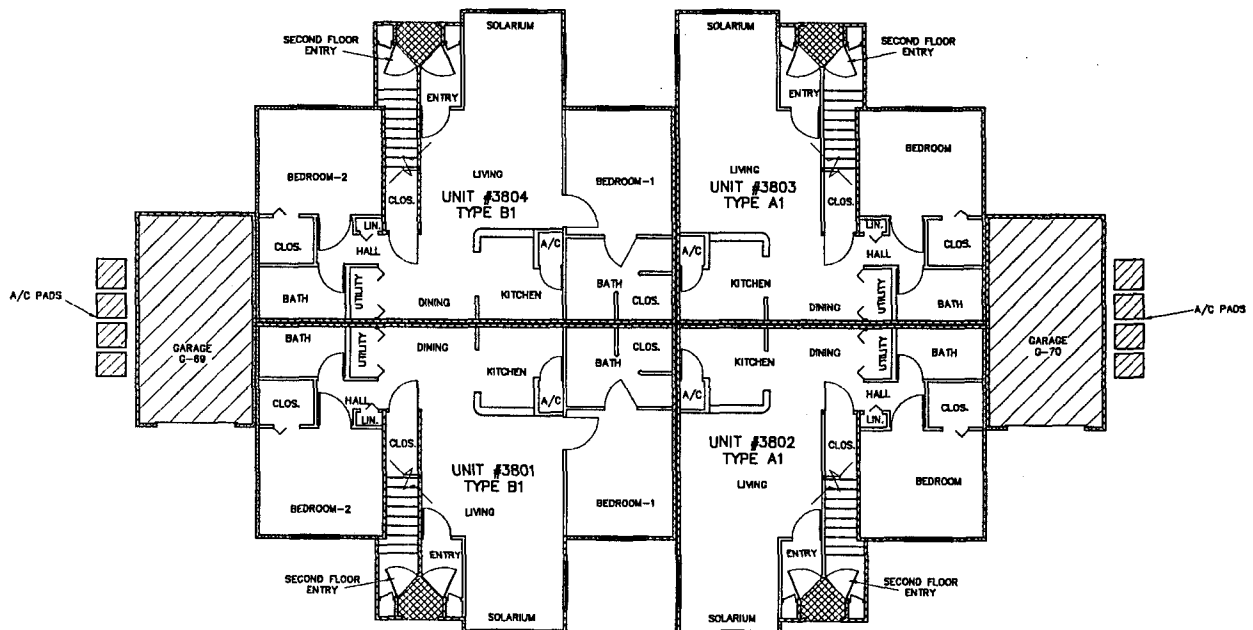
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3800 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

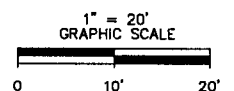
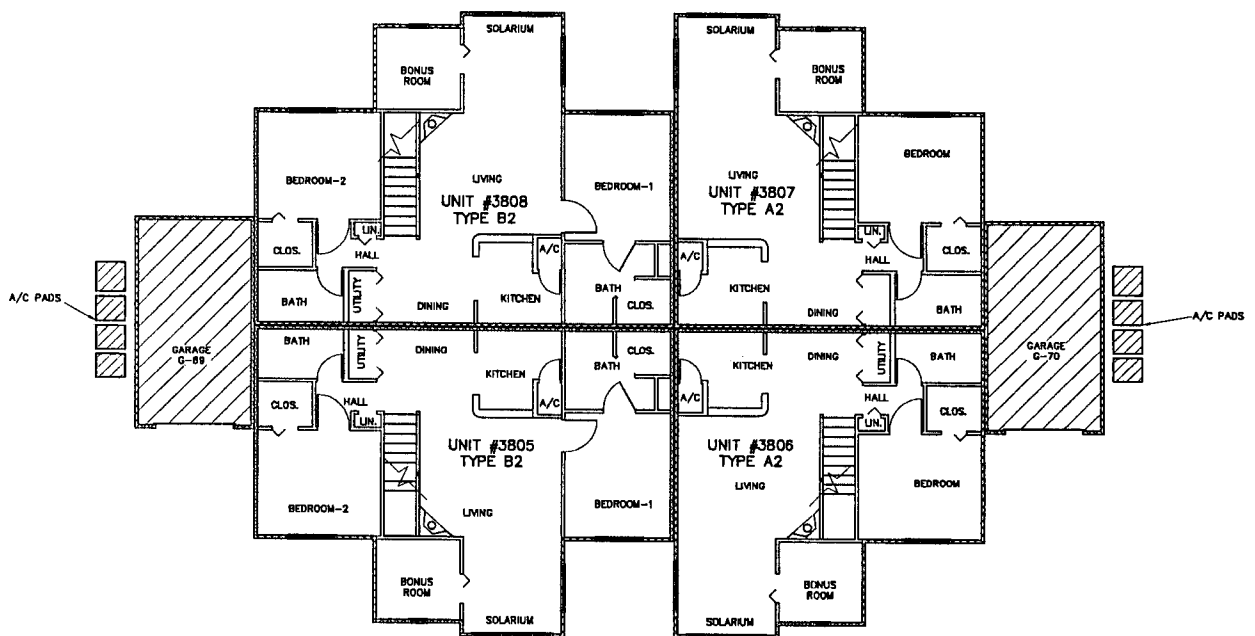


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3800 SECOND FLOOR



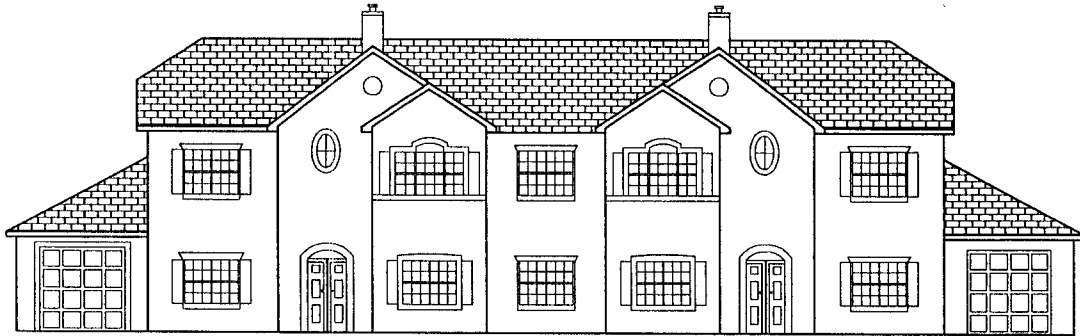
LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
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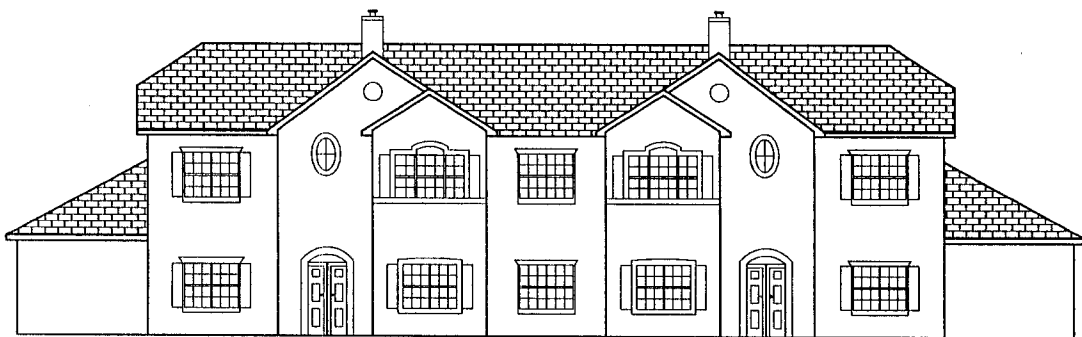


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

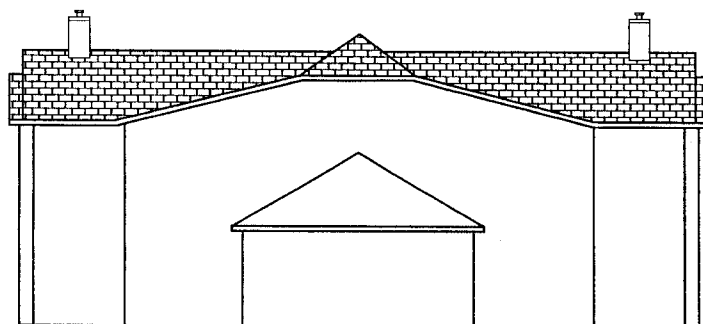
BUILDING 3800



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

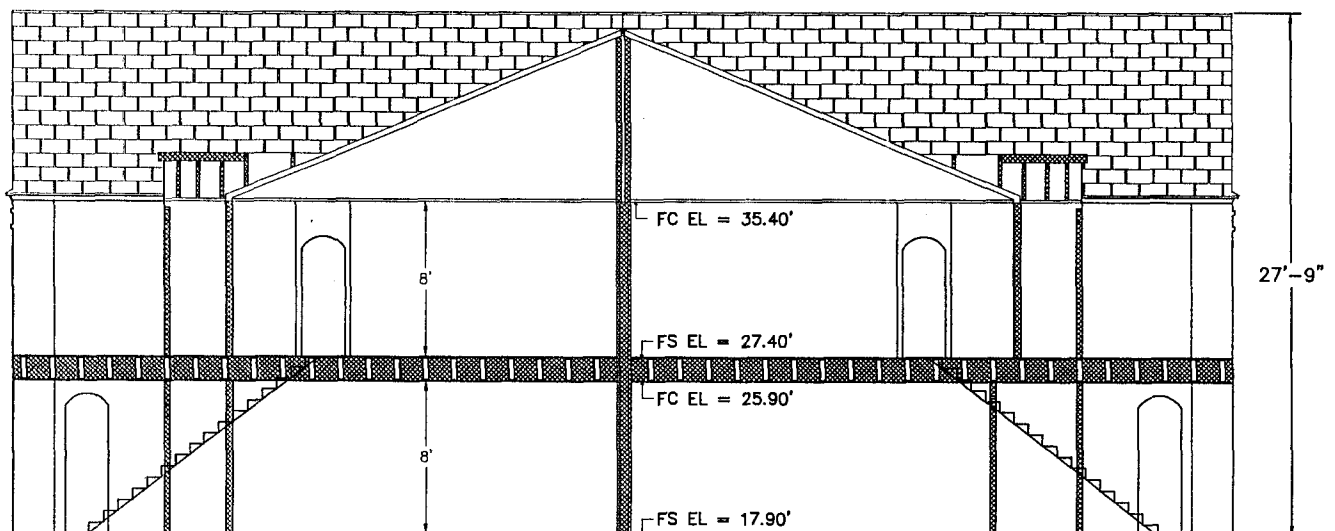
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3800, SECTION VIEW



SECTION VIEW

NOT TO SCALE

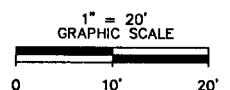
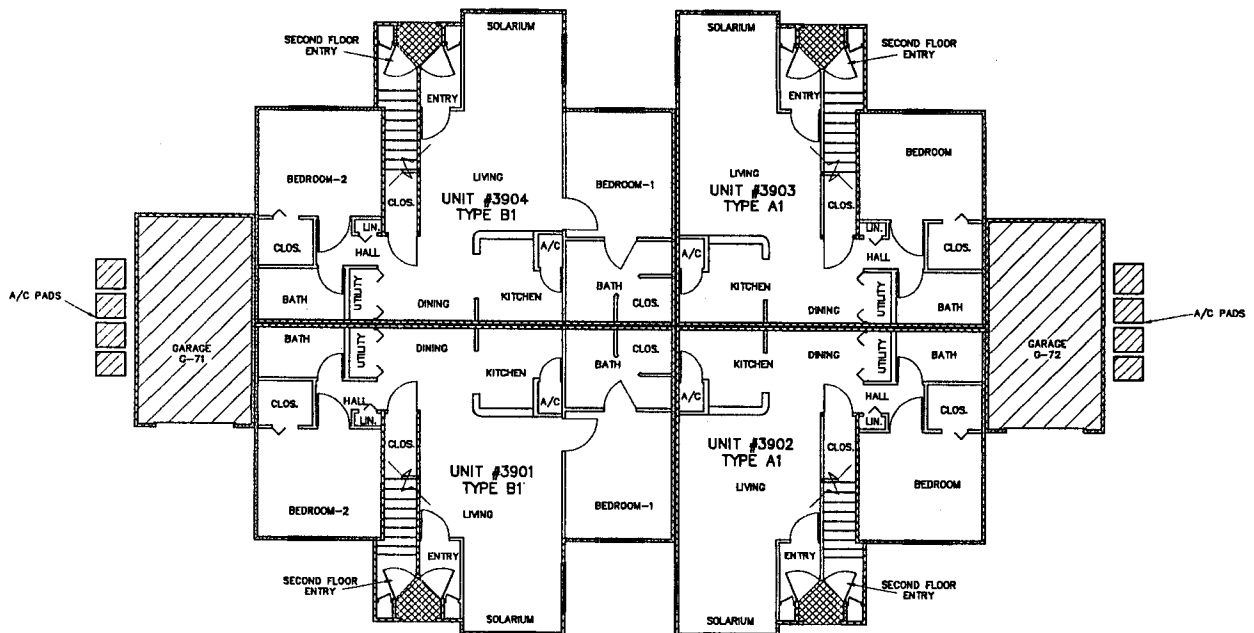
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3900 FIRST FLOOR

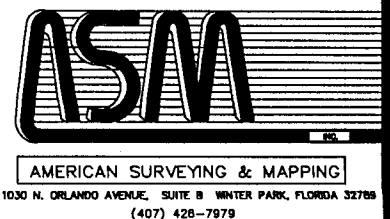


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

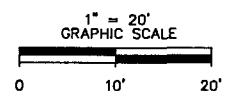
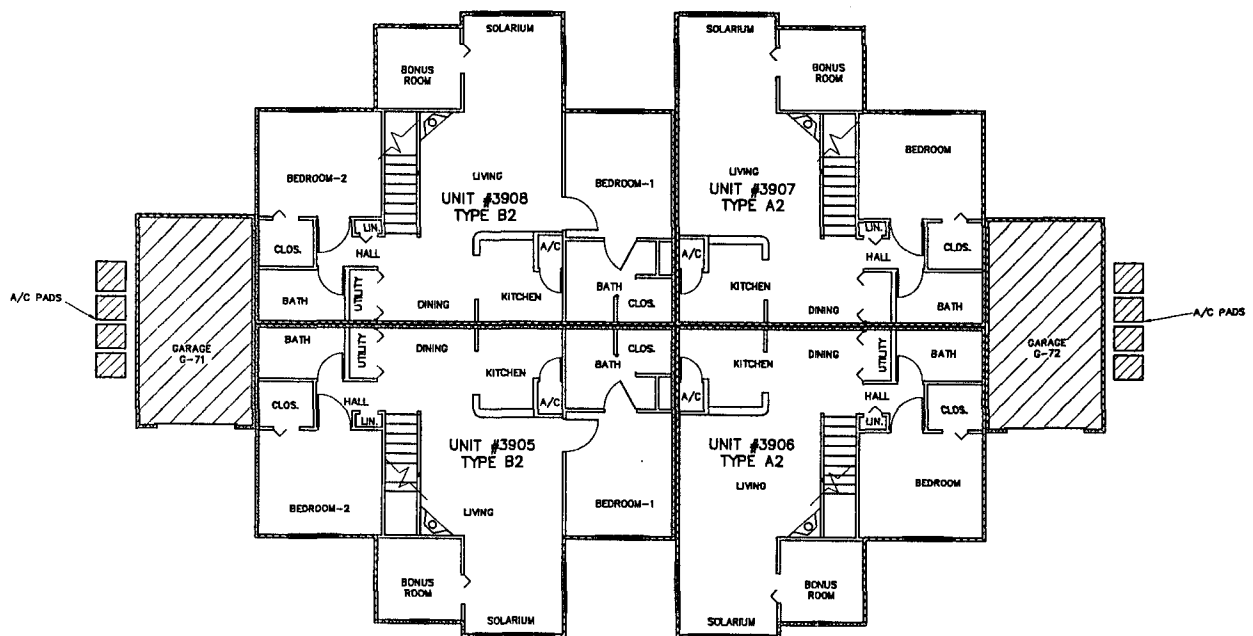
05/25/06

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 3900 SECOND FLOOR

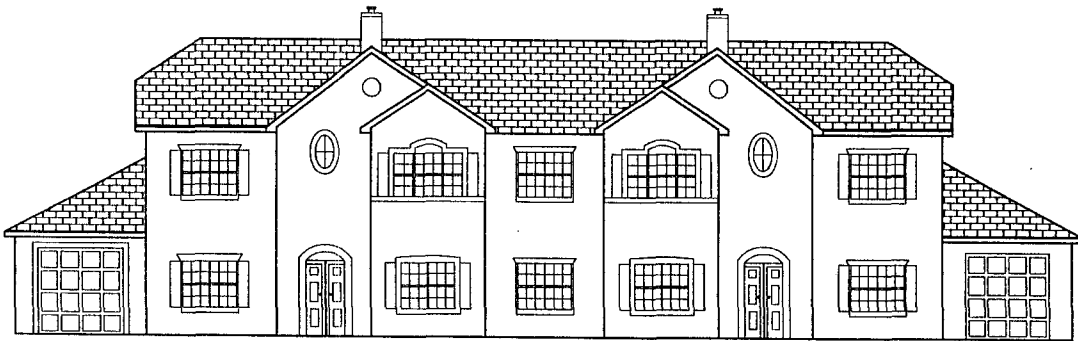


LEGEND AND ABBREVIATIONS

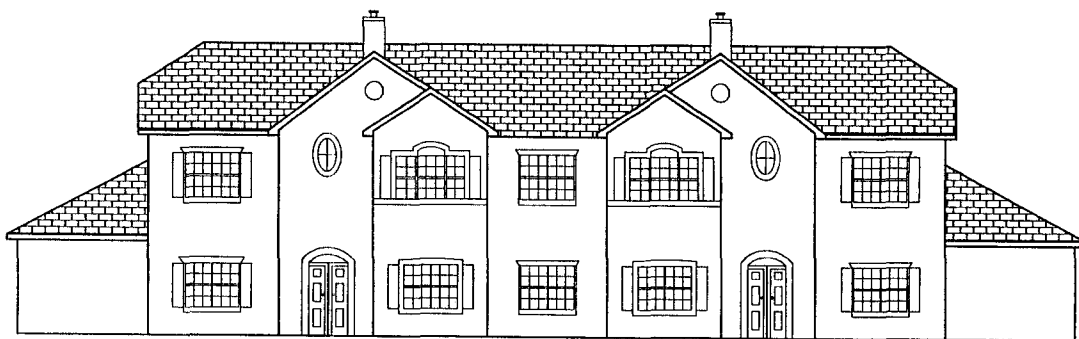
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 = LIMITED COMMON ELEMENT
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 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

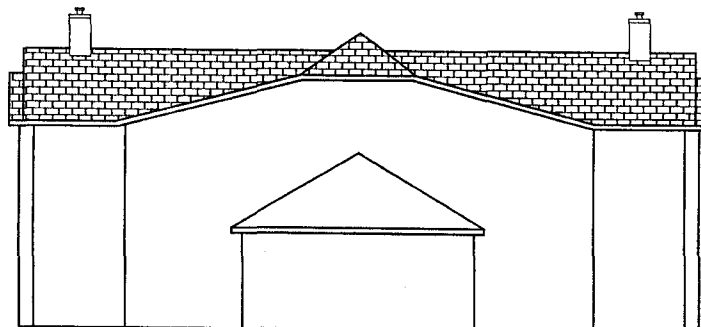
BUILDING 3900



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

05/25/06

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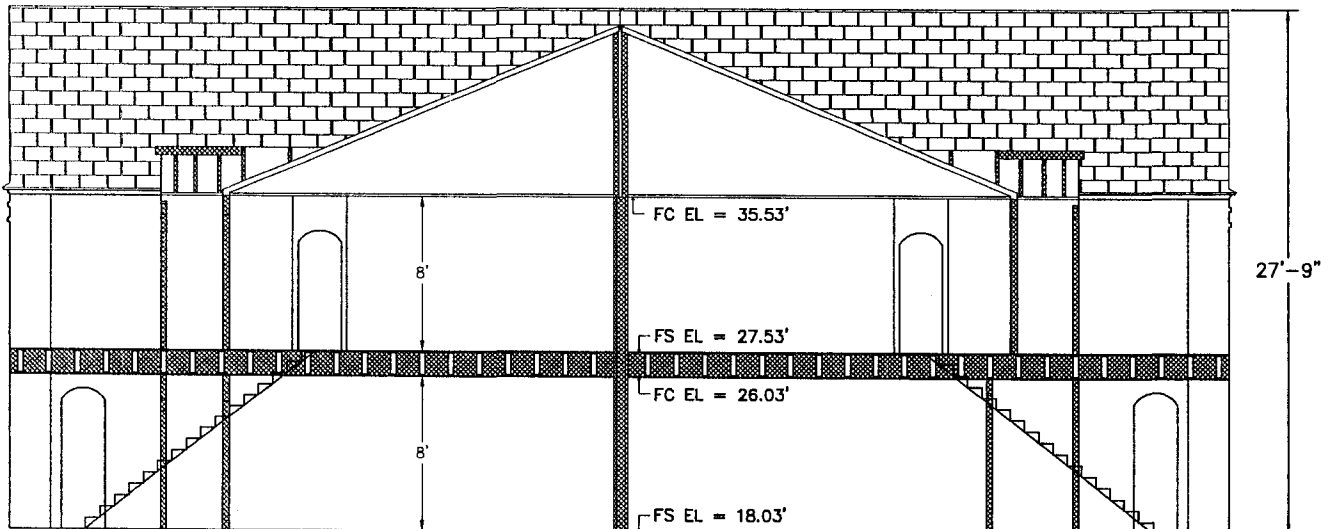
ASM

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 3900, SECTION VIEW

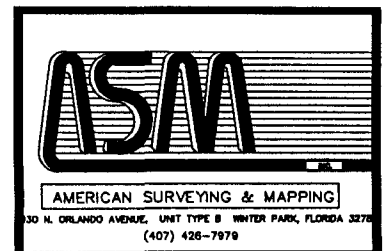


SECTION VIEW

NOT TO SCALE

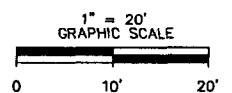
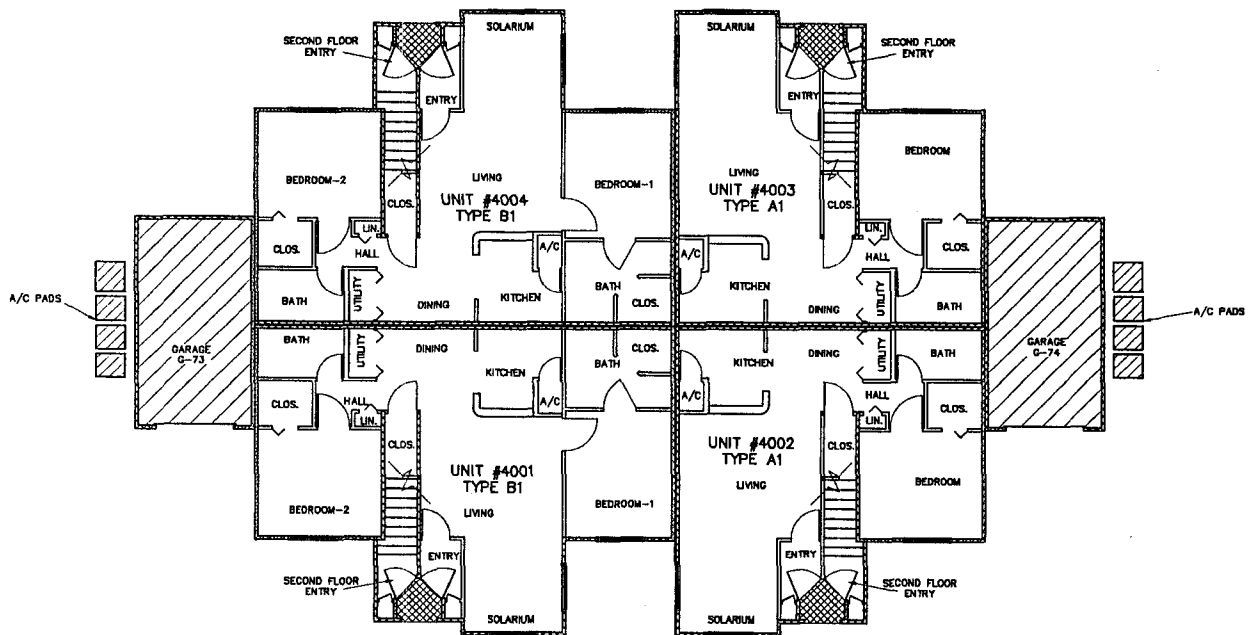
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
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- FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 4000 FIRST FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- A/C = AIR CONDITIONER
- CLOS. = CLOSET
- LIN. = LINEN CLOSET

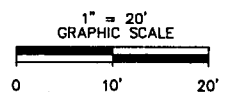
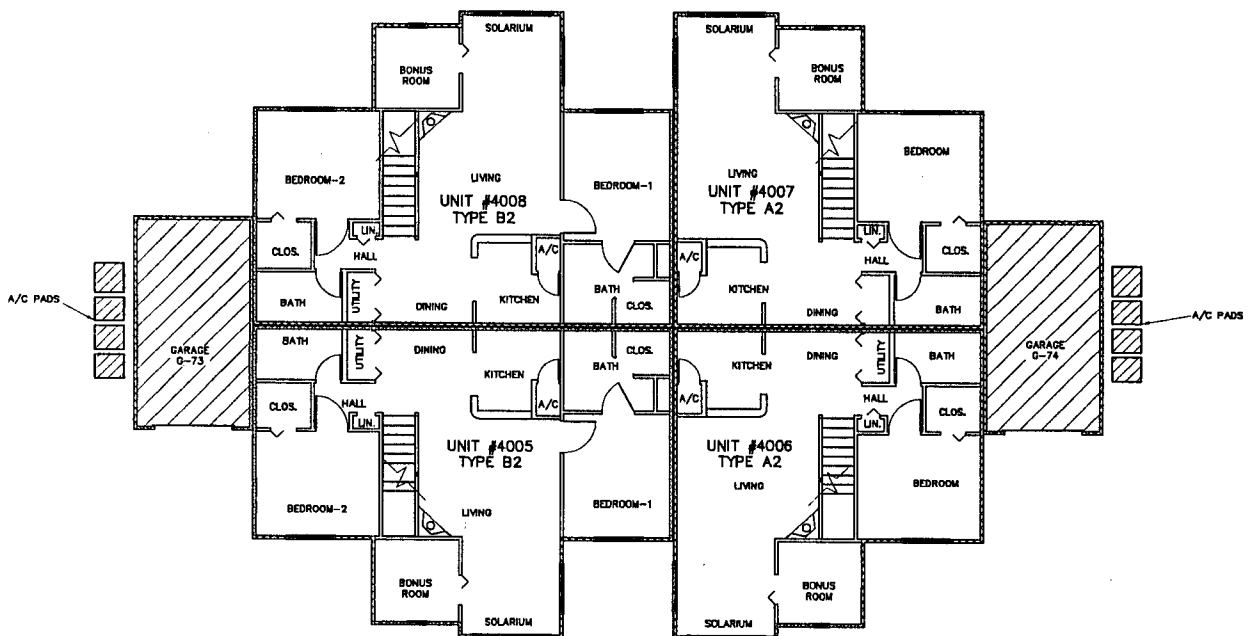


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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 4000 SECOND FLOOR

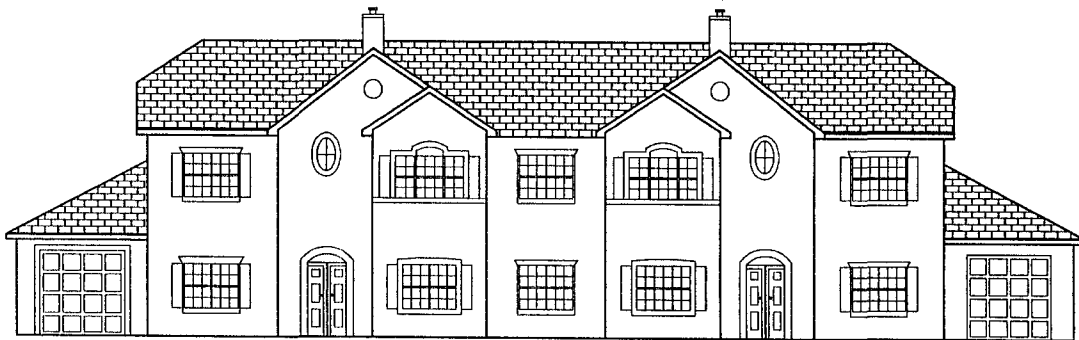


LEGEND AND ABBREVIATIONS

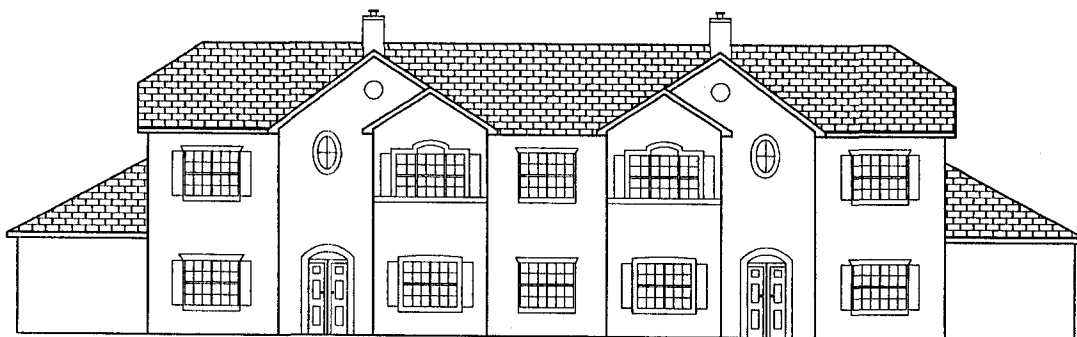
- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT
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- CLOS. = CLOSET
- LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

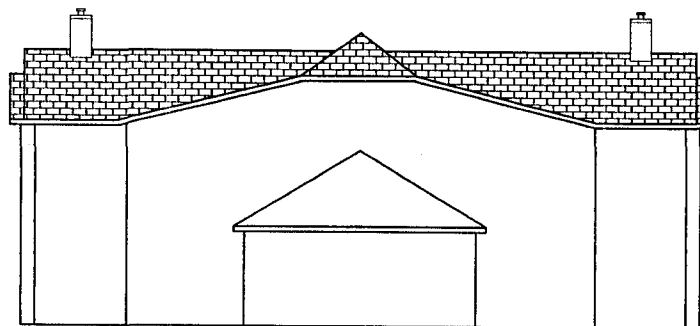
BUILDING 4000



FRONT ELEVATION



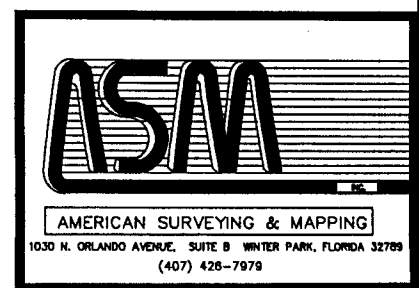
REAR ELEVATION



SIDE ELEVATION

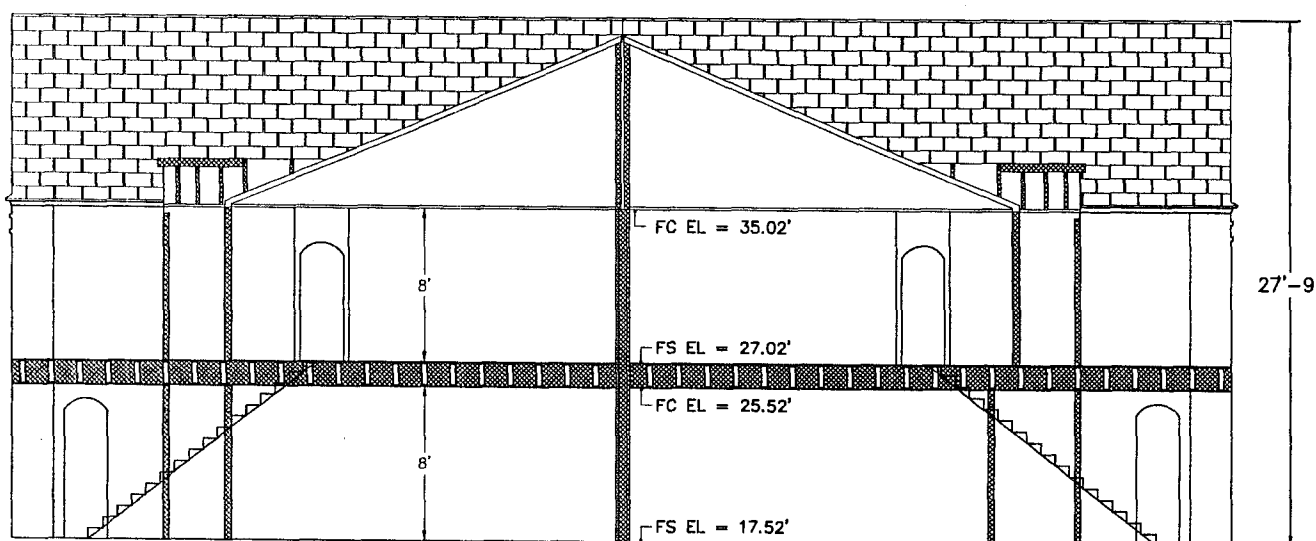
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 4000, SECTION VIEW



SECTION VIEW

NOT TO SCALE

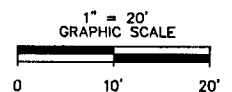
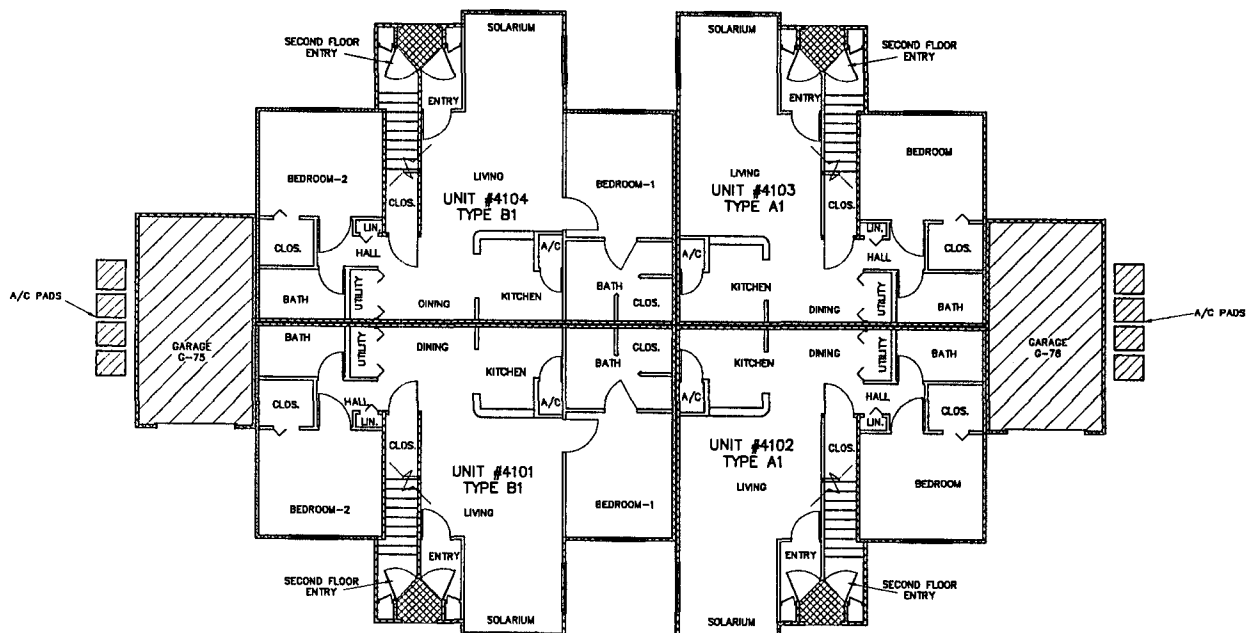
LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
 FS EL = FINISHED FLOOR SLAB ELEVATION
 FC EL = FINISHED CEILING ELEVATION



COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 4100 FIRST FLOOR

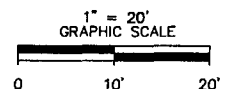
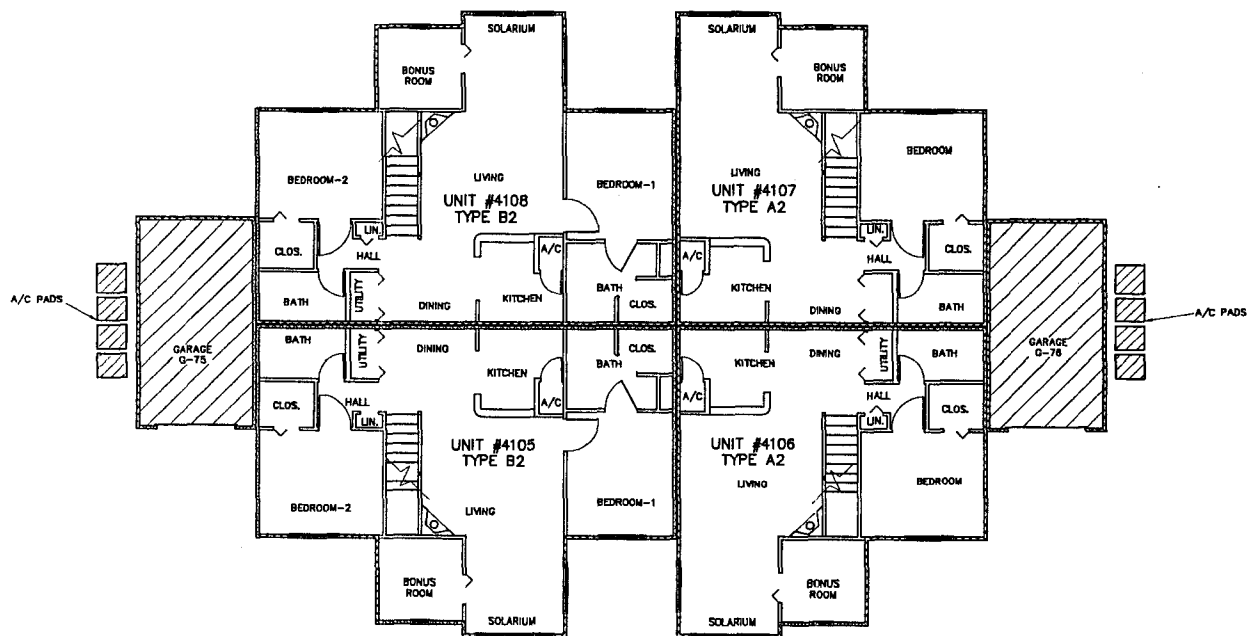


LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

BUILDING 4100 SECOND FLOOR



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
 = LIMITED COMMON ELEMENT
 A/C = AIR CONDITIONER
 CLOS. = CLOSET
 LIN. = LINEN CLOSET

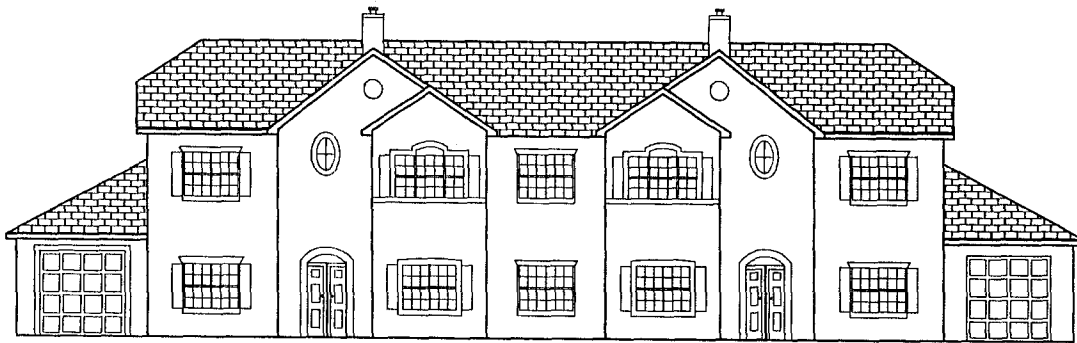


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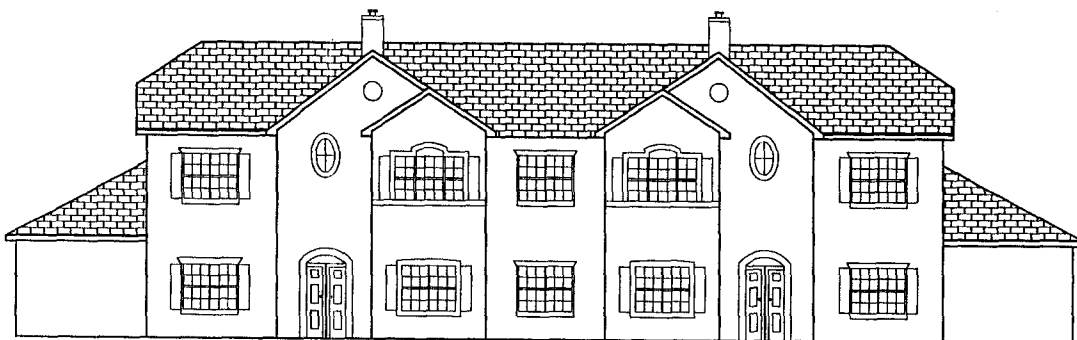
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

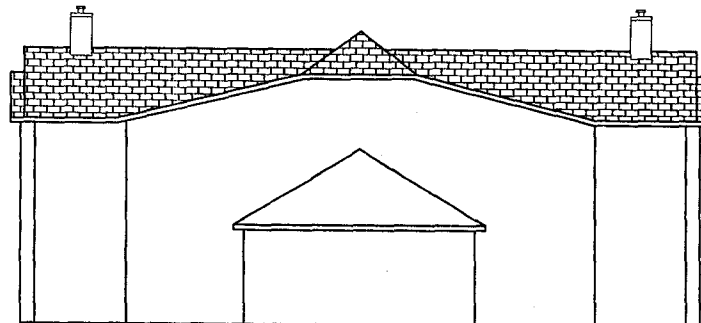
BUILDING 4100



FRONT ELEVATION



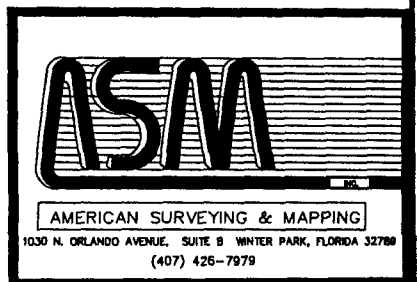
REAR ELEVATION



SIDE ELEVATION

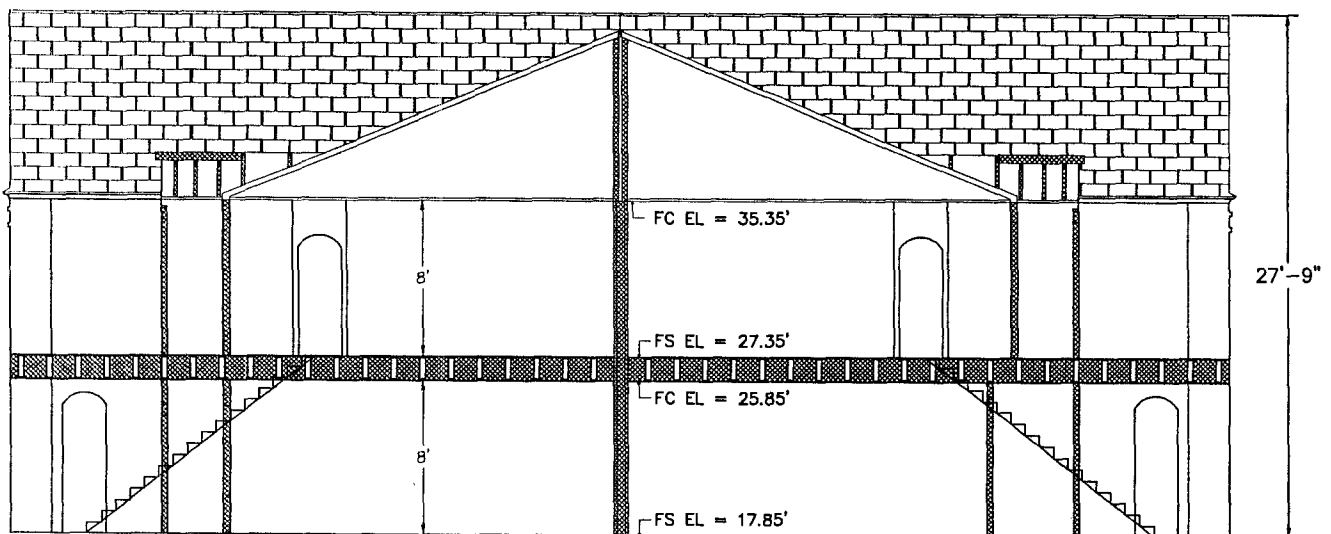
NOT TO SCALE

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM


BUILDING 4100, SECTION VIEW

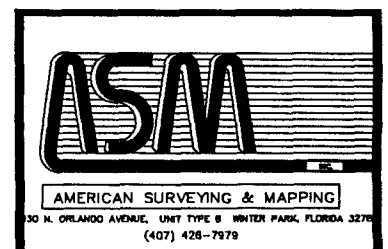


SECTION VIEW

NOT TO SCALE

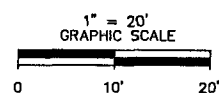
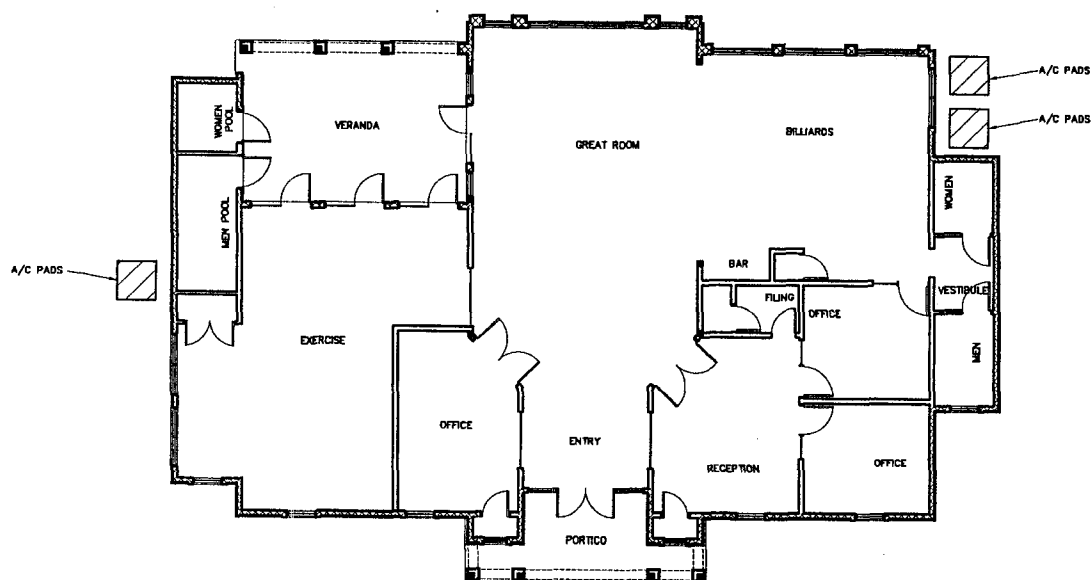
LEGEND AND ABBREVIATIONS

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 FC EL = FINISHED CEILING ELEVATION





COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

CLUBHOUSE



LEGEND AND ABBREVIATIONS

-  = COMMON ELEMENT
- A/C = AIR CONDITIONER
-  = LIMITED COMMON ELEMENT

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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

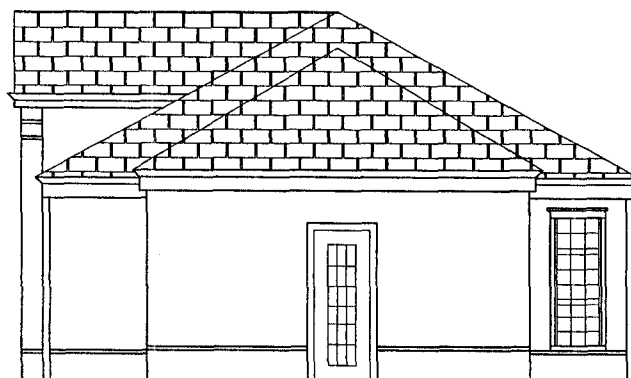
CLUBHOUSE ELEVATIONS



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOT TO SCALE

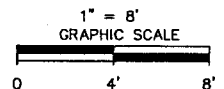
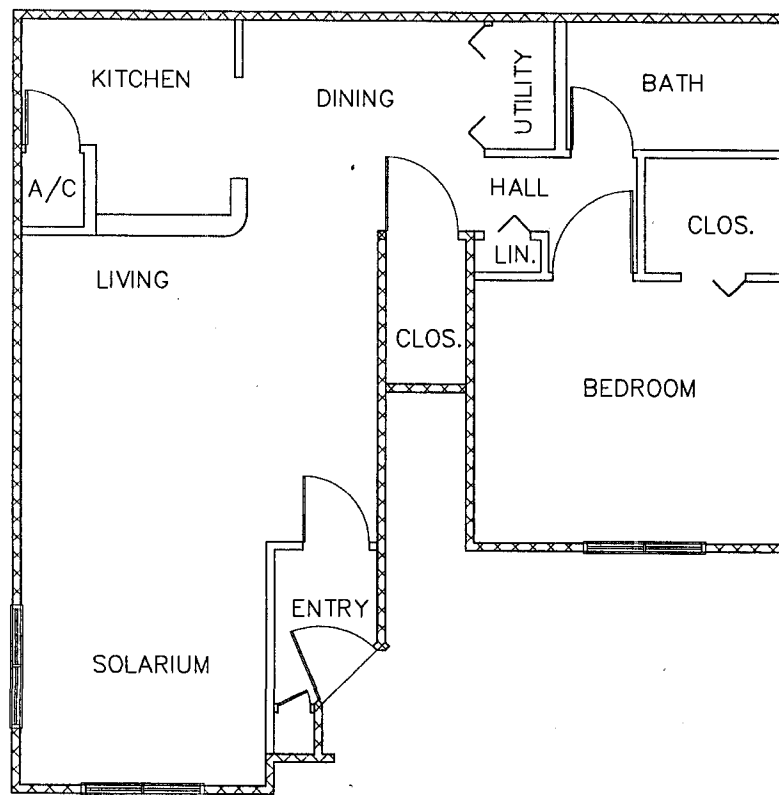


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE A1

REPRESENTS UNIT NUMBER:

202, 203, 402, 403, 502, 503, 602, 603, 702, 703, 802, 803, 1102, 1103, 1702,
1703, 1802, 1803, 2202, 2203, 2302, 2303, 3002, 3003, 3102, 3103, 3302, 3303,
3402, 3403, 3502, 3503, 3802, 3803, 3902, 3903, 4002, 4003, 4102, 4103



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
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 LIN. = LINEN CLOSET

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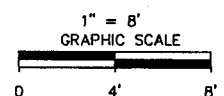
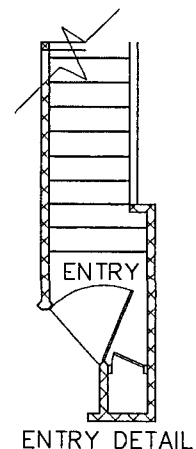
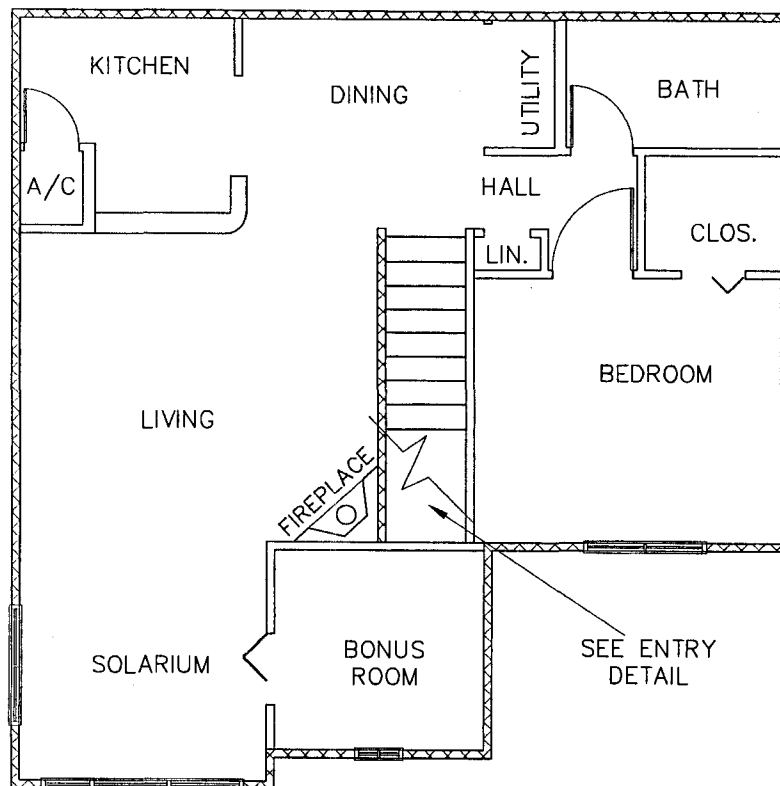


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE A2

REPRESENTS UNIT NUMBER:

**206, 207, 406, 407, 506, 507, 606, 607, 706, 707, 806, 807, 1106, 1107, 1706,
1707, 1806, 1807, 2206, 2207, 2306, 2307, 3006, 3007, 3106, 3107, 3306, 3307,
3406, 3407, 3506, 3507, 3806, 3807, 3906, 3907, 4006, 4007, 4106, 4107**



LEGEND AND ABBREVIATIONS

- = COMMON ELEMENT
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 LIN. = LINEN CLOSET

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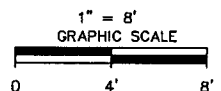
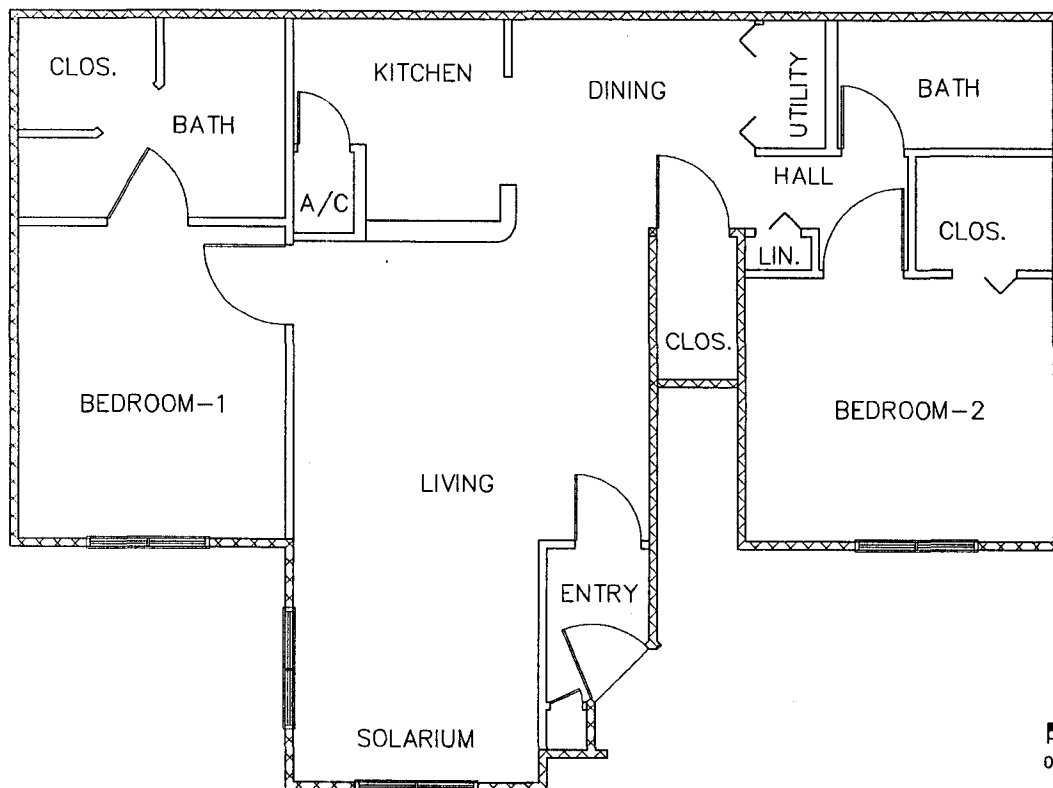


COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE B1

REPRESENTS UNIT NUMBER:

101, 102, 103, 104, 201, 204, 301, 302, 303, 304, 401, 404, 501, 504, 601, 604, 701, 704, 801, 804, 901, 902, 903, 904, 1101, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404, 1601, 1602, 1603, 1604, 1701, 1704, 1801, 1804, 1901, 1902, 1903, 1904, 2001, 2002, 2003, 2004, 2101, 2102, 2103, 2104, 2201, 2204, 2301, 2304, 2901, 2902, 2903, 2904, 3001, 3004, 3101, 3104, 3201, 3202, 3203, 3204, 3301, 3304, 3401, 3404, 3501, 3504, 3601, 3602, 3603, 3604, 3701, 3702, 3703, 3704, 3801, 3804, 3901, 3904, 4001, 4004, 4101, 4104



LEGEND AND ABBREVIATIONS

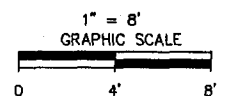
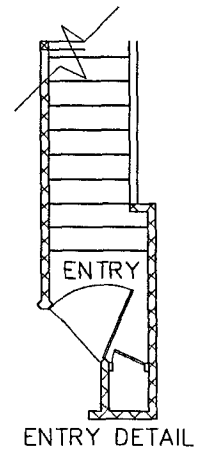
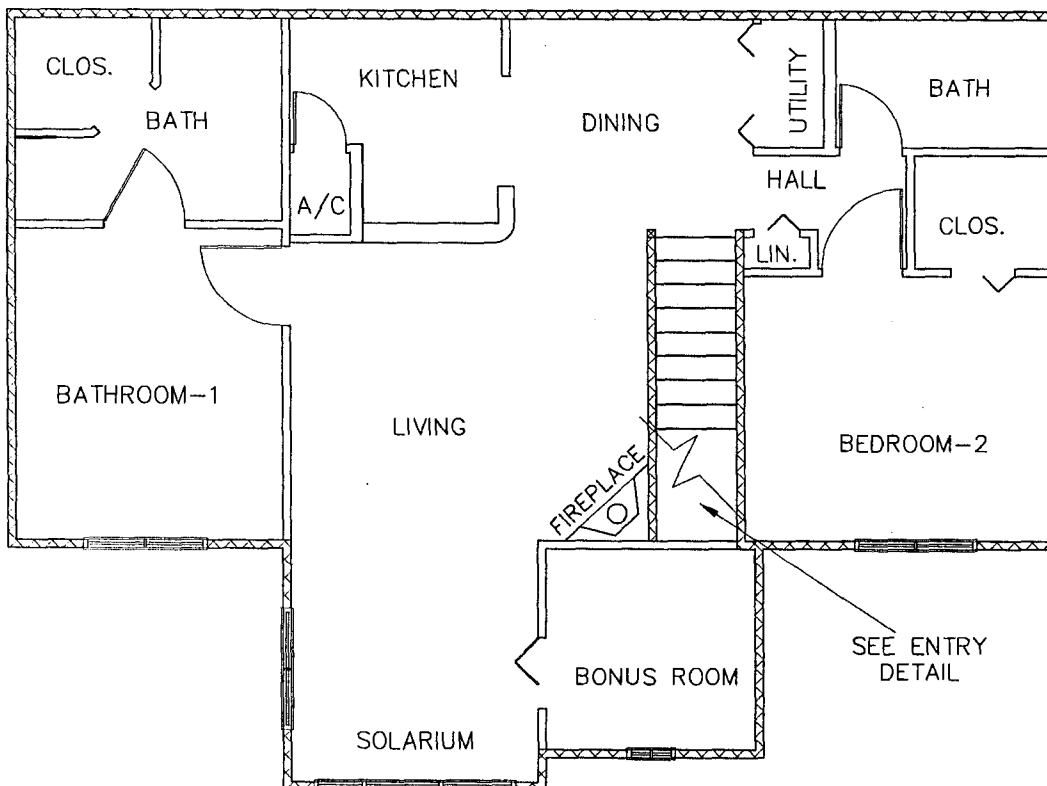
- = COMMON ELEMENT
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE B2

REPRESENTS UNIT NUMBER:

105, 106, 107, 108, 205, 208, 305, 306, 307, 308, 405, 408, 505, 508, 605, 608, 705, 708, 805, 808, 905, 906, 907, 908, 1105, 1108, 1205, 1206, 1207, 1208, 1305, 1306, 1307, 1308, 1405, 1406, 1407, 1408, 1605, 1606, 1607, 1608, 1705, 1708, 1805, 1808, 1905, 1906, 1907, 1908, 2005, 2006, 2007, 2008, 2105, 2106, 2107, 2108, 2205, 2208, 2305, 2308, 2905, 2906, 2907, 2908, 3005, 3008, 3105, 3108, 3205, 3206, 3207, 3208, 3305, 3308, 3405, 3408, 3505, 3508, 3605, 3606, 3607, 3608, 3705, 3706, 3707, 3708, 3805, 3808, 3905, 3908, 4005, 4008, 4105, 4108



LEGEND AND ABBREVIATIONS

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 CLOS. = CLOSET
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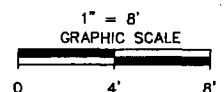
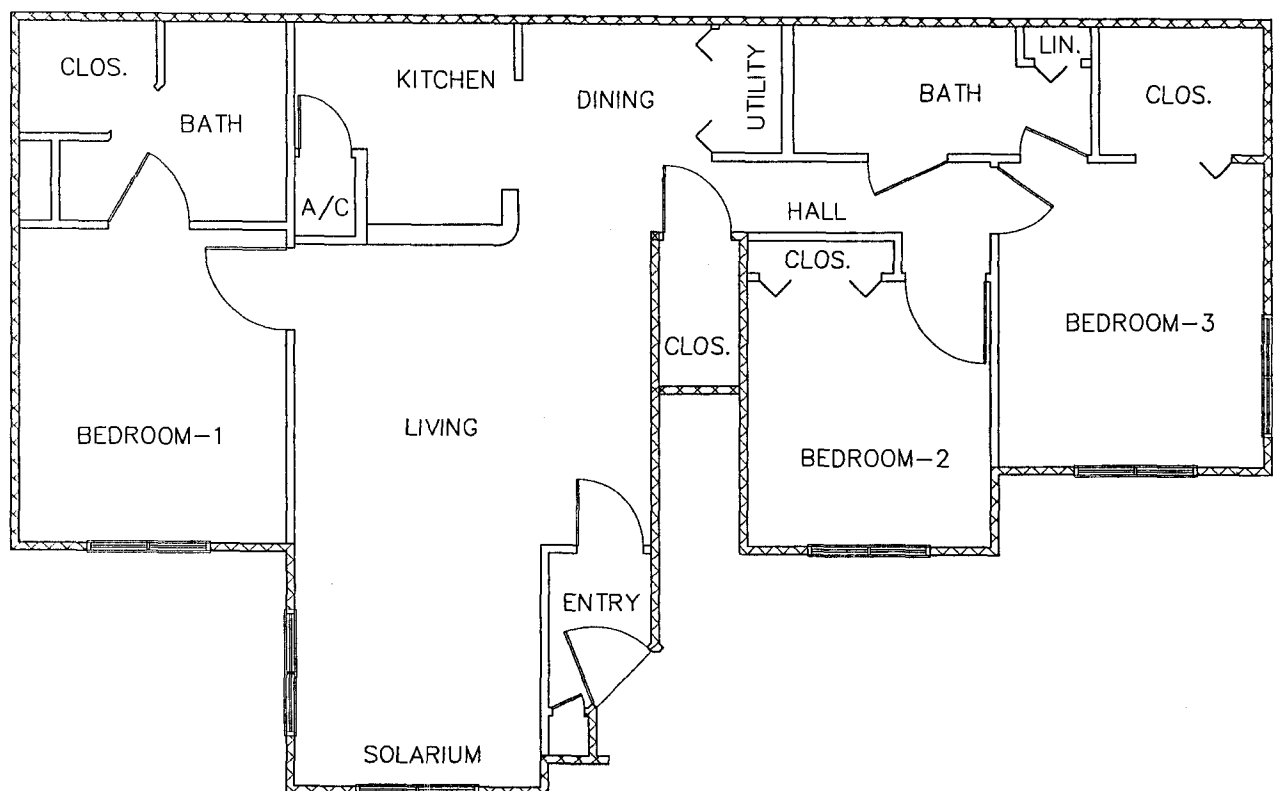
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COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE C1

REPRESENTS UNIT NUMBER:

1001, 1002, 1003, 1004, 1501, 1502, 1503, 1504, 2401, 2402, 2403,
2404, 2501, 2502, 2503, 2504, 2601, 2602, 2603, 2604, 2701, 2702,
2703, 2704, 2801, 2802, 2803, 2804



LEGEND AND ABBREVIATIONS

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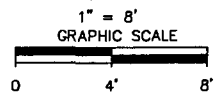
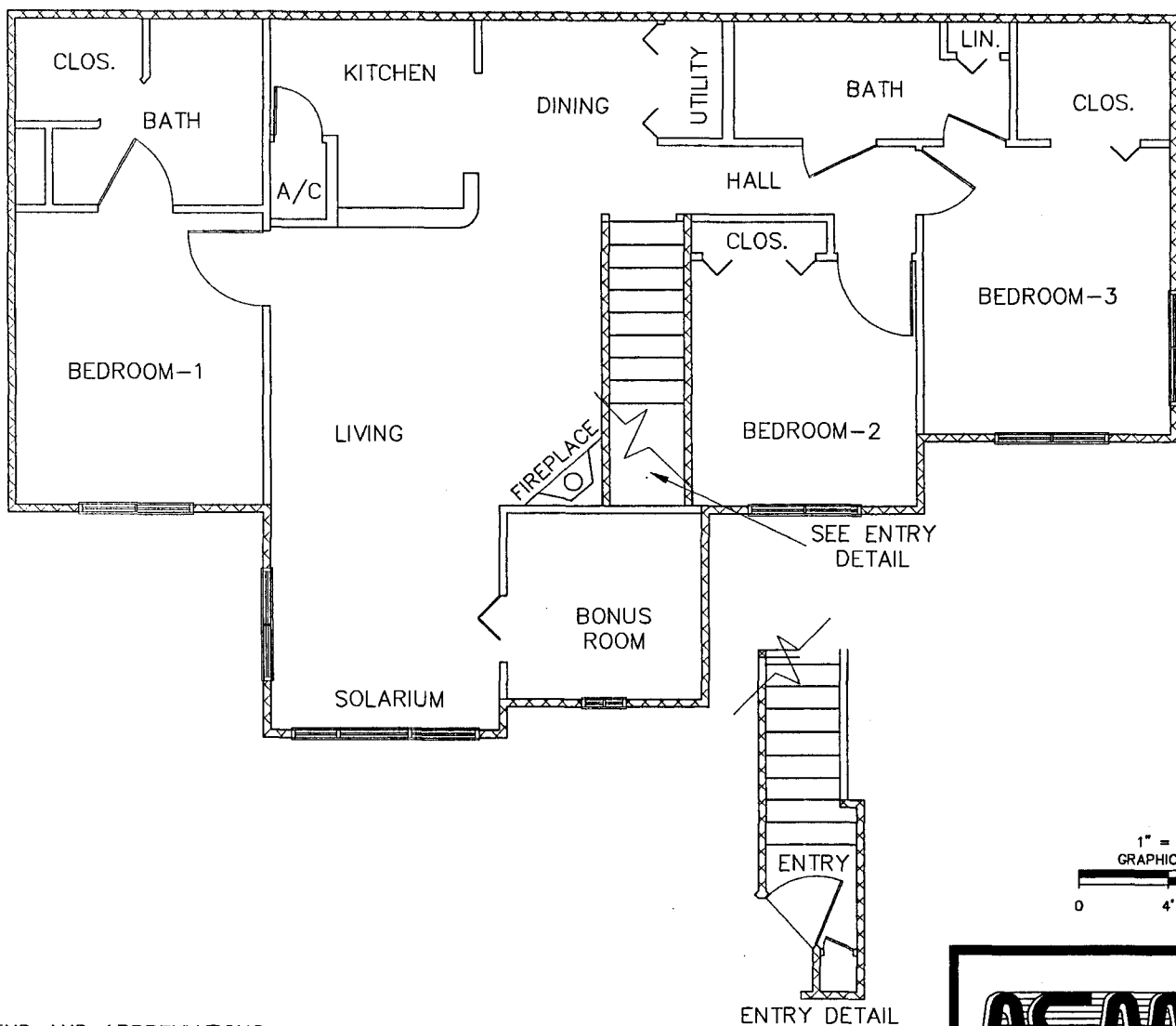
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(407) 426-7979

COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

UNIT TYPE C2

REPRESENTS UNIT NUMBER:

**1005, 1006, 1007, 1008, 1505, 1506, 1507, 1508, 2405, 2406, 2407,
2408, 2505, 2506, 2507, 2508, 2605, 2606, 2607, 2608, 2705, 2706,
2707, 2708, 2805, 2806, 2807, 2808**



LEGEND AND ABBREVIATIONS

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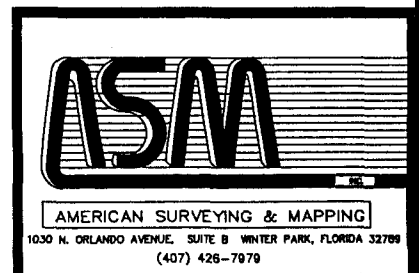
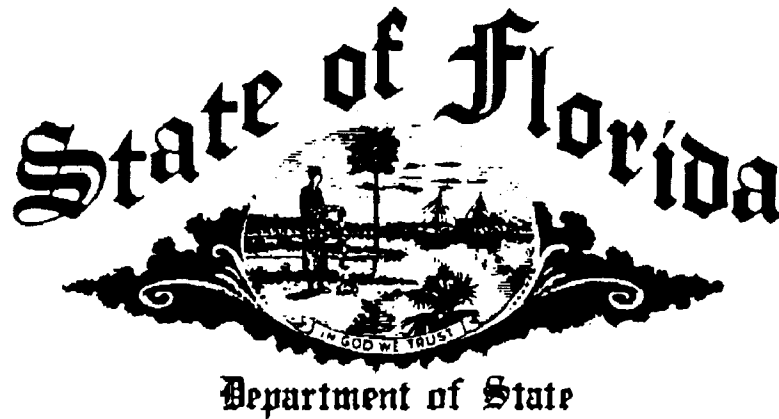


EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

Articles of Incorporation of
Cobblestone at Eagle Harbor Condominium Association, Inc.



I certify the attached is a true and correct copy of the Articles of Incorporation of COBBLESTONE AT EAGLE HARBOR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 7, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000174059. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000007245.

Authentication Code: 706A00044357-071006-N06000007245-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of July, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

H060001740593

**ARTICLES OF INCORPORATION
OF
COBBLESTONE AT EAGLE HARBOR CONDOMINIUM ASSOCIATION, INC.**
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Clay County, Florida, and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Association" means Cobblestone at Eagle Harbor Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.
- D. "Board" means the Board of Directors of the Association.
- E. "Bylaws" means the Bylaws of the Association.
- F. "Common Elements" means the portion of the Condominium Property not included in the Units.
- G. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Condominium Common Expenses.
- H. "Condominium" means "Cobblestone at Eagle Harbor, a Condominium" which is the name given to the existing residential development which has been developed by Developer by conversion, and which contains three hundred twenty-eight (328) Units contained within forty-one (41) two (2)-story buildings ("Buildings") and the land and facilities serving the Units, including seventy-six (76) Garages located within certain Buildings located on the Condominium Property and recreational facilities for the use of the Owners, which consist of two (2) non-heated swimming pools, two (2) heated spas, a one (1) story clubhouse building containing among its facilities and amenities, a great room, an exercise room, offices, a billiards room, reception area, a veranda, men's and women's restrooms, and a children's playground area.
- I. "Condominium Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration)

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which from time to time are assessed against an Owner by the Association.

J. "Condominium Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Condominium Common Expenses from time to time by the Board.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium.

L. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

M. "County" means Clay County, Florida.

N. "Declaration" means the Declaration of Condominium of Cobblestone at Eagle Harbor, a Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

O. "Developer" means Vineyard at Eagle Harbor, L.L.C., a Florida limited liability company, its grantees, corporate successors and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Master Association" means the Towncenter and East of 17 at Eagle Harbor Association, Inc., a Florida corporation not for profit, organized to administer the Towncenter and East of 17 at Eagle Harbor Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded in Official Records Book 1690, Page 0346, of the Public Records of the County,

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and all amendments and supplements thereto ("Master Declaration") and having among its members all owners within The Crossings at Fleming Island. Master Declarant sets forth a plan for development therein and provides that assessments to improve, maintain and repair the land areas designated therein as "Common Areas" for which the Master Association has maintenance authority or responsibility (as such term is defined in the Master Declaration) are applicable to all owners within The Crossings at Fleming Island, including the Owners of Units in the Condominium.

R. "Majority Election Meeting" means that meeting described in Paragraph IX.D herein.

S. "Member" means a member of the Association.

T. "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

U. "Public Records" means the Public Records of the County.

V. "Purchaser Members" means those Owners defined in Paragraph IX.C herein.

W. "The Crossings at Fleming Island" means the name given to that certain mixed use community in which the Condominium is located and which is more particularly described in the Declaration.

X. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

Y. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

Z. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be COBBLESTONE AT EAGLE HARBOR CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809.

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**ARTICLE II
PLAN OF DEVELOPMENT AND
PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium on property Developer owns in the County.

B. 1. The Association shall be the condominium association responsible for the operation of the Condominium subject to the terms and restrictions of the Condominium Documents. Each Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

**ARTICLE III
POWERS**

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Elements and the levying and collection of Condominium Assessments for the payment of Condominium Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Condominium Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance,

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operation and management of the Condominium and the Condominium Property and the payment of Condominium Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Condominium Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Condominium Common Expenses of the Condominium and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any;

7. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents;

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Condominium Assessments levied for the purpose of repaying any such loan; and

ARTICLE IV MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

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B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Unit in the Condominium.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. Matters that require a vote of the Owners shall be voted on by the Owners and shall be determined by a vote of the majority of such Owners in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

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**ARTICLE V
TERM**

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

**ARTICLE VI
INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: Sandra E. Krumbein, Esquire, Ruden, McClosky, Smith, Schuster & Russell, P.A., 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

**ARTICLE VII
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

**ARTICLE VIII
FIRST OFFICERS**

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

President	Anthony C. Martin
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Vice President	Sean Flanagan
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Secretary/Treasurer	Wayne Hay
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**ARTICLE IX
BOARD OF DIRECTORS**

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board.

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

<u>NAME</u>	<u>ADDRESS</u>
Tony Martin	7001 Lake Ellenor Drive, Suite 200 Orlando, Florida 32809
Sean Flanagan	200 East Las Olas Boulevard, Suite 1660 Fort Lauderdale, Florida 33301
Wayne Hay	7001 Lake Ellenor Drive, Suite 200 Orlando, Florida 32809

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to

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elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) - (e), F.S., as required by Rule 61B-17.0012, F.A.C.):

a. Three (3) years after fifty percent (50%) of the Units have been conveyed to purchasers;

b. Three (3) months after ninety percent (90%) of the Units have been conveyed to purchasers;

c. When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course or business; or

d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

e. Seven (7) years after recordation of the Declaration. Notwithstanding the foregoing, Developer is entitled to elect at least one (1) member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500) units, and two percent (2%), in condominiums with more than five hundred (500) units, of the units in a condominium operated by the Association. Following the time Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned units in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

2. Notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election

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Meeting”).

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer’s Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer’s Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer’s Resignation Event.

G. At the first Annual Members’ Meeting held after the Majority Election Meeting, a “staggered” term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
2. the remaining Directors’ terms of office shall be established at one (1) year.

At each Annual Members’ Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer’s right to appoint a member to the Board as specified in the Act at each subsequent Annual Members’ Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days’ notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the “Developer’s Resignation Event.” Upon the Developer’s Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer’s designated Directors. These successor Directors shall serve until the next Annual Members’ Meeting and until their successors are elected and qualified;

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provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7), provided, however, the number of Directors shall always be an odd number.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Condominium Assessments against Members to defray the costs of the Condominium Common Expenses.
- B. Using the proceeds of Condominium Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium Property.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium Property.
- E. Making and amending rules and regulations with respect to the Condominium.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Condominium Assessments,

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preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes, and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Condominium Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium Property and to allocate the premiums therefor in a fair and equitable manner.

I. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to Owners.

J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

K. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 of the Act are incorporated by reference herein.

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

M. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

N. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida

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Administrative Code as they relate to condominiums.

O. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

P. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents, the Master Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including Legal Fees (as defined in the Declaration) reasonably incurred by or imposed upon him or her or them, as applicable, in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles

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may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to the upon the recording of the declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting their written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior

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written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

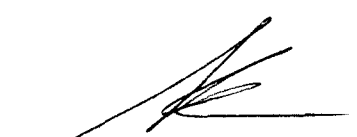
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**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

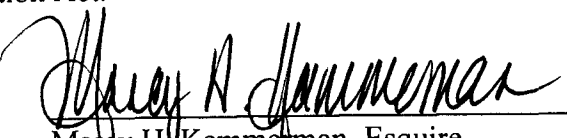
The street address of the initial registered office of the Association is 5900 North Andrews Avenue, Suite 500, Fort Lauderdale, Florida 33309, and the initial registered agent of the Association at that address shall be Marcy H. Kammerman, Esquire.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 6 day of July, 2006.



Sandra E. Krumbein, Esquire, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Cobblestone at Eagle Harbor Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.



Marcy H. Kammerman, Esquire
Registered Agent

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EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

Bylaws of Cobblestone at Eagle Harbor Condominium Association, Inc.

**BYLAWS
OF
COBBLESTONE AT EAGLE HARBOR CONDOMINIUM ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of COBBLESTONE AT EAGLE HARBOR CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Cobblestone at Eagle Harbor, a Condominium, as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 7001 Lake Ellenor Drive, Suite 200, Orlando, Florida 32809 and thereafter may be located at any place designated by the Board.

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

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

Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Clay County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Condominium Documents shall be deemed to include any amendment to any such document as set forth therein.

Section 3. Membership; Members' Meetings; Voting and Proxies

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

3.2. The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect

members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Owner for that purpose. Proof of such notice shall be given by affidavit of the person who mailed, hand delivered or electronically transmitted such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and shall include an agenda. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members may waive notice of special meetings and act by written agreement in lieu of a meeting in accordance with 718.112(2)(d)4 of the Act. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members provided a quorum of the Members submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents

(provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a thirty percent (30%) of the entire Membership. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for becoming a candidate for the Board and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of twenty percent (20%) of the Voting Interests of Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

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

3.11. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Unless otherwise provided in the Act, Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Rule 61B-23.0026, F.A.C.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112 (2)(b)5, F.S.

4.8. Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of a meeting where nonemergency Special Assessments or amendments to rules regarding Unit use will be considered shall be mailed, hand delivered or electronically transmitted to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However,

if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda. Proof of such notice shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Condominium Documents, including the rules and regulations, shall be as follows:

5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

5.2. Exemptions and Hearings

5.2.1 Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

5.2.2 Before levying a fine against an Owner for failure to abide by any provision of the Declaration, these Bylaws or the Rules and Regulations, the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied. In accordance with Florida Statutes, Section 718.303(3), no fine shall become a lien against a Unit.

5.3. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Condominium Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

5.5. Written Inquiries by Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other

officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude the contracting with a Director or an officer for the management of all or any portion of the Condominium Property.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Units or their authorized representatives at reasonable times. The Association may charge Owners, owners of first mortgages on Units or their authorized

representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within five (5) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a monthly statement of the account for each Unit or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act, provided, however, the requirement for audited financial statements may be waived pursuant to said Section. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

7.2. Budget

(a) The Board shall adopt a Budget for the Condominium Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions

- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium.

(c) Unless waived by the Members, the Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of the Members at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Reserve funds and any interest accruing thereon shall remain in the reserve account(s), and be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority of the applicable Voting Interests voting in person or by Limited Proxy at a duly called meeting of the Association.

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

(e) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Condominium Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet

all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Condominium Common Expenses or Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(g) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Condominium Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty-one (21) days after the Budget Meeting, of a written application requesting

a special meeting signed by ten percent (10%) of the Voting Interests of the Units, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days after the adoption of the Budget by the Board at the Budget Meeting. At said special meeting, the Members shall consider and enact a Budget of Condominium Common Expenses. The adoption of the revisions to the Budget of Condominium Common Expenses shall require approval of not less than a majority of Voting Interests. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Condominium Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Condominium Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose a Assessment pursuant to a Budget for Condominium Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

7.4. Allocation of Condominium Common Expenses

(a) The Condominium Common Expenses shall be apportioned to each Owner based upon his share of Condominium Common Expenses, as provided in the Declaration.

(b) Notwithstanding the allocation to each Unit of its share of Condominium Common Expenses, an Owner shall also be liable for any Special Assessments levied by the Board against his/her Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Condominium Common Expenses from an Owner in the manner set forth in the Condominium Documents.

7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be

mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended only by the affirmative vote of not less than a majority of the total votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Unit in the Condominium, the validity of such mortgage or any of the rights of Developer.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Arbitration

Pursuant to Section 718.1255 of the Act, mandatory nonbonding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

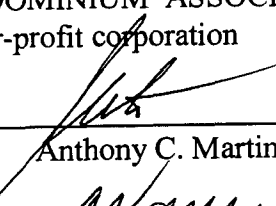
Section 14. Certificate of Compliance

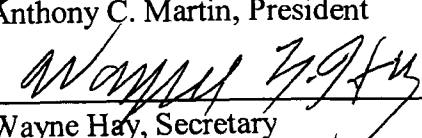
A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 15. Recall of Board Members

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

COBBLESTONE AT EAGLE HARBOR
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation

By: 
Anthony C. Martin, President

Attest: 
Wayne Hay, Secretary

(CORPORATE SEAL)

EXHIBIT E
TO
DECLARATION OF CONDOMINIUM
OF
COBBLESTONE AT EAGLE HARBOR, A CONDOMINIUM

Percentage of Ownership in Common Elements

Unit #	Unit Type	Square Ft	% of Ownership
202	A1	786	0.23214053658133%
203	A1	786	0.23214053658133%
402	A1	786	0.23214053658133%
403	A1	786	0.23214053658133%
502	A1	786	0.23214053658133%
503	A1	786	0.23214053658133%
602	A1	786	0.23214053658133%
603	A1	786	0.23214053658133%
702	A1	786	0.23214053658133%
703	A1	786	0.23214053658133%
802	A1	786	0.23214053658133%
803	A1	786	0.23214053658133%
1102	A1	786	0.23214053658133%
1103	A1	786	0.23214053658133%
1702	A1	786	0.23214053658133%
1703	A1	786	0.23214053658133%
1802	A1	786	0.23214053658133%
1803	A1	786	0.23214053658133%
2202	A1	786	0.23214053658133%
2203	A1	786	0.23214053658133%
2302	A1	786	0.23214053658133%
2303	A1	786	0.23214053658133%
3002	A1	786	0.23214053658133%
3003	A1	786	0.23214053658133%
3102	A1	786	0.23214053658133%
3103	A1	786	0.23214053658133%
3302	A1	786	0.23214053658133%
3303	A1	786	0.23214053658133%
3402	A1	786	0.23214053658133%
3403	A1	786	0.23214053658133%
3502	A1	786	0.23214053658133%
3503	A1	786	0.23214053658133%
3802	A1	786	0.23214053658133%
3803	A1	786	0.23214053658133%
3902	A1	786	0.23214053658133%
3903	A1	786	0.23214053658133%

4002	A1	786	0.23214053658133%
4003	A1	786	0.23214053658133%
4102	A1	786	0.23214053658133%
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406	A2	860	0.25399600694650%
407	A2	860	0.25399600694650%
506	A2	860	0.25399600694650%
507	A2	860	0.25399600694650%
606	A2	860	0.25399600694650%
607	A2	860	0.25399600694650%
706	A2	860	0.25399600694650%
707	A2	860	0.25399600694650%
806	A2	860	0.25399600694650%
807	A2	860	0.25399600694650%
1106	A2	860	0.25399600694650%
1107	A2	860	0.25399600694650%
1706	A2	860	0.25399600694650%
1707	A2	860	0.25399600694650%
1806	A2	860	0.25399600694650%
1807	A2	860	0.25399600694650%
2206	A2	860	0.25399600694650%
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2306	A2	860	0.25399600694650%
2307	A2	860	0.25399600694650%
3006	A2	860	0.25399600694650%
3007	A2	860	0.25399600694650%
3106	A2	860	0.25399600694650%
3107	A2	860	0.25399600694650%
3306	A2	860	0.25399600694650%
3307	A2	860	0.25399600694650%
3406	A2	860	0.25399600694650%
3407	A2	860	0.25399600694650%
3506	A2	860	0.25399600694650%
3507	A2	860	0.25399600694650%
3806	A2	860	0.25399600694650%
3807	A2	860	0.25399600694650%
3906	A2	860	0.25399600694650%
3907	A2	860	0.25399600694650%
4006	A2	860	0.25399600694650%
4007	A2	860	0.25399600694650%
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102	B1	1,031	0.30449986414167%

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201	B1	1,031	0.30449986414167%
204	B1	1,031	0.30449986414167%
301	B1	1,031	0.30449986414167%
302	B1	1,031	0.30449986414167%
303	B1	1,031	0.30449986414167%
304	B1	1,031	0.30449986414167%
401	B1	1,031	0.30449986414167%
404	B1	1,031	0.30449986414167%
501	B1	1,031	0.30449986414167%
504	B1	1,031	0.30449986414167%
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1204	B1	1,031	0.30449986414167%
1301	B1	1,031	0.30449986414167%
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3901	B1	1,031	0.30449986414167%
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2106	B2	1,104	0.32605999031271%
2107	B2	1,104	0.32605999031271%
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3108	B2	1,104	0.32605999031271%
3205	B2	1,104	0.32605999031271%
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3208	B2	1,104	0.32605999031271%
3305	B2	1,104	0.32605999031271%
3308	B2	1,104	0.32605999031271%
3405	B2	1,104	0.32605999031271%
3408	B2	1,104	0.32605999031271%
3505	B2	1,104	0.32605999031271%
3508	B2	1,104	0.32605999031271%
3605	B2	1,104	0.32605999031271%
3606	B2	1,104	0.32605999031271%
3607	B2	1,104	0.32605999031271%
3608	B2	1,104	0.32605999031271%
3705	B2	1,104	0.32605999031271%
3706	B2	1,104	0.32605999031271%
3707	B2	1,104	0.32605999031271%
3708	B2	1,104	0.32605999031271%
3805	B2	1,104	0.32605999031271%
3808	B2	1,104	0.32605999031271%

3905	B2	1,104	0.32605999031271%
3908	B2	1,104	0.32605999031271%
4005	B2	1,104	0.32605999031271%
4008	B2	1,104	0.32605999031271%
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4108	B2	1,104	0.32605999031271%
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1004	C1	1,174	0.34673408390138%
1501	C1	1,174	0.34673408390138%
1502	C1	1,174	0.34673408390138%
1503	C1	1,174	0.34673408390138%
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2401	C1	1,174	0.34673408390138%
2402	C1	1,174	0.34673408390138%
2403	C1	1,174	0.34673408390138%
2404	C1	1,174	0.34673408390138%
2501	C1	1,174	0.34673408390138%
2502	C1	1,174	0.34673408390138%
2503	C1	1,174	0.34673408390138%
2504	C1	1,174	0.34673408390138%
2601	C1	1,174	0.34673408390138%
2602	C1	1,174	0.34673408390138%
2603	C1	1,174	0.34673408390138%
2604	C1	1,174	0.34673408390138%
2701	C1	1,174	0.34673408390138%
2702	C1	1,174	0.34673408390138%
2703	C1	1,174	0.34673408390138%
2704	C1	1,174	0.34673408390138%
2801	C1	1,174	0.34673408390138%
2802	C1	1,174	0.34673408390138%
2803	C1	1,174	0.34673408390138%
2804	C1	1,174	0.34673408390138%
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1006	C2	1,247	0.36829421007242%
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1008	C2	1,247	0.36829421007242%
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1506	C2	1,247	0.36829421007242%
1507	C2	1,247	0.36829421007242%
1508	C2	1,247	0.36829421007242%
2405	C2	1,247	0.36829421007242%
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2407	C2	1,247	0.36829421007242%
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2507	C2	1,247	0.36829421007242%
2508	C2	1,247	0.36829421007242%
2605	C2	1,247	0.36829421007242%
2606	C2	1,247	0.36829421007242%
2607	C2	1,247	0.36829421007242%
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2705	C2	1,247	0.36829421007242%
2706	C2	1,247	0.36829421007242%
2707	C2	1,247	0.36829421007242%
2708	C2	1,247	0.36829421007242%
2805	C2	1,247	0.36829421007242%
2806	C2	1,247	0.36829421007242%
2807	C2	1,247	0.36829421007242%
2808	C2	1,247	0.36829421007242%

CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES

In compliance with Chapter 718.105(5), F.S., this is to certify that attached hereto as Exhibit "A" is a receipted bill indicating that all real estate taxes due and owing on the "Land" as described in the foregoing Declaration of Condominium of Cobblestone at Eagle Harbor, a Condominium ("Declaration") have been paid as of the date of recordation of the Declaration.

WITNESSES:

DEVELOPER:

VINEYARD AT EAGLE HARBOR, L.L.C., a Florida limited liability company

By: Tarragon Development Company, LLC, a Delaware limited liability company, its managing member

By: Tarragon Corporation, a Nevada corporation, its manager

[Signature]
Print Name: Donna J. Ruggiero

[Signature]
Print Name: Kathleen S. Markell

by: [Signature]
Name: Marcy H. Kammernan
Title: Executive Vice President

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Broward) SS:


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Marcy Kammernan as the Executive Vice President of TARRAGON CORPORATION, a Nevada corporation, the Manager of TARRAGON DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, the managing member of VINEYARD AT EAGLE HARBOR, L.L.C., a Florida limited liability company, on behalf of the company and as an act of such corporation. He/She is personally known to me or produced as identification.

[Signature]
Notary Public, State of Florida

[Signature]
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

FTL:1756008:5


 Kathleen S Markell
My Commission DD176076
Expires March 09, 2007

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Real Estate TAX/NOTICE RECEIPT FOR CLAY COUNTY

PROPERTY # R 04-05-26-014190-003-00

AD VALOREM TAXES			
TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT	
SCH-RLE	.00501900	\$111,898.61	
COUNTY	.00875360	\$195,161.51	
ST.JONS RIV WTR MNT	.00046200	\$10,300.29	
SCH-DISC	.00276000	\$61,534.20	
* TAX BILL AMT		\$564,877.59	
** TOTAL DUE		\$564,877.59	
(DISCOUNT GIVEN)		\$22,595.10	
(AMOUNT COLLECTED)		\$542,282.49	
TOTAL AD-VALOREM:		\$378,894.61	
NON-AD VALOREM ASSESSMENTS			
TAXING AUTHORITY		TAX AMOUNT	
Asmt - D TC		\$57,400.00	
Asmt - T TCD		\$71,182.98	
Asmt - D TC2		\$57,400.00	
TOTAL NON-AD VALOREM:		\$185,982.98	
COMBINED TAXES & ASMTS:		\$564,877.59	
DISCOUNT:		-\$22,595.10	
UNPAID BALANCE:		\$0.00	
Exemptions:			
NONE			
Property Address:			
1717 CR 220			
VINEYARDS APTS			
			ORANGE NATIONAL PARTNERS LTD
			C/O TARRAGON REALTY INVESTORS
			346 QUINNIPIAC ST 3RD FLOOR
			WALLINGFORD, CT 06492 328 UNITS
			37.99 ACRES
			PT OF NE1/4 OF NW1/4 S4T5R26
			AS REC O R 1716 PG 2082 & 2103
			& 1723 PG 1355 EX PT O R 1893
			FAIR MKT VALUE \$22,295,000.00 DIST
			ASSESS \$22,295,000.00 EXEMPT VAI
			TAXABLE VALUE \$22,295,000.00
			** PAID **
			Last Payment: 11/27/2006 Receipt number:
			Amount Collected: \$542,282.49 Discount Amount:


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CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM OF COBBLESTONE
AT EAGLE HARBOR

THIS CONSENT OF MORTGAGEE is given this 28th day of February, 2007, by CNLBANK ("Mortgagee"), having an address of 450 South Orange Avenue, 4th Floor, Orlando, Florida 32801-3336, being the owner and holder of the following security instruments executed by VINEYARD AT EAGLE HARBOR, L.L.C., a Florida limited liability company ("Mortgagor"): an Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement executed by Mortgagor in favor of Mortgagee of even date herewith, which amends and restates that certain Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Rents and Security Agreement executed by Mortgagor in favor of ARCS Commercial Mortgage Co., L.P., a California limited partnership ("ARCS") recorded in Official Records Book 1893, Page 921, which was subsequently assigned by ARCS to Mortgagee on even date herewith by virtue of an Assignment of Mortgage; and UCC-1 Financing Statement of even date herewith, all of the Public Records of Clay County, Florida (collectively, the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing DECLARATION OF CONDOMINIUM OF COBBLESTONE AT EAGLE HARBOR (the "Declaration") to be recorded in the Public Records of Clay County, Florida, and to subordinate the lien and operation of the Mortgage, Assignment and Financing Statement to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and operation of the Mortgage, Assignment and Financing Statement shall be subject to and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of COBBLESTONE AT EAGLE HARBOR, and Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of the "Declarant" contained in the Declaration or other documents issued in connection with the promotion of COBBLESTONE AT EAGLE HARBOR. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage, Assignment and Financing Statement.

Made as of the day and year first above written.

Witnesses:

Bobbie Buchanan
Signature
Printed Name Bobbie Buchanan

Jennifer S. Dalton
Signature
Printed Name Jennifer S. Dalton

CNLBANK

By: [Signature]
Printed Name: Michael Lundy
Title: VP

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Orange) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Lundy, the Vice President of CNLBANK, freely and voluntarily under authority duly vested in him/her by said association. He/She is personally known to me or who has produced as identification.

28th WITNESS my hand and official seal in the County and State last aforesaid this day of February, 2007.

Jennifer S. Dalton
Notary Public
Jennifer S. Dalton
Typed, printed or stamped name of Notary Public

My Commission Expires:

