

Electronic

Inst Nr 1011419 Date:04/30/2001  
GAIL WADSWORTH, FLAGLER County  
By: J. Blackman D.C. Time:15:14:06  
OFF REC 0741 PAGE 0104

Prepared by and return to:  
Robert A. Leapley, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
200 West Forsyth Street, Suite 1400  
Jacksonville, Florida 32202

**DECLARATION OF COVENANTS  
(HAMMOCK BEACH, PARCEL C-5)**

**THIS DECLARATION OF COVENANTS** (this "**Declaration**") is made and entered into this 26<sup>th</sup> day of April, 2001 by **NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P.**, a Georgia limited partnership ("**Northshore Investment**"), whose address is 12 Office Park Drive, Palm Coast, Florida 32137, to and in favor of the **OCEAN HAMMOCK PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("**Association**"), whose address is Post Office Box 354489, Palm Coast, Florida 32135-4489.

**RECITALS:**

A. Northshore Investment is the owner of that certain real property located in Flagler County, Florida, being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference ("**Northshore Investment Property**").

B. The Association operates and maintains certain Common Property and Areas of Common Responsibility defined in and pursuant to the terms and conditions of that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock dated April 16, 2001 to be recorded in the public records of Flagler County, Florida (the "**Ocean Hammock Declaration**"), and is to maintain that certain Connector Road and Entrance Gate (collectively, the "**Connector Road**"), as provided in that certain Connector Road Maintenance Agreement dated December 20, 1996 and recorded in Official Records Book 572, page 95, public records of Flagler County, Florida, as amended by that certain *Amendment to Connector Road Maintenance Agreement* dated October 19, 1998 and recorded in Official Records Book 631, page 435, public records of Flagler County, Florida, (collectively, the "**Connector Road Maintenance Agreement**").

C. Northshore Investment acknowledges that the Association's operation and maintenance of the Common Property and the Areas of Common Responsibility (as defined in the Ocean Hammock Declaration), and the Connector Road is of direct benefit to the Northshore Investment Property and has agreed to record this Declaration in order to evidence its agreement to obligate the owners of Units within the Northshore Investment Property to share in the Association's costs of operating and maintaining the Common Property, the Areas of Common Responsibility and the Connector Road on the terms and conditions provided herein.

D. The Association desires to enter into this Declaration to evidence its agreement to assess the Unit Owners within the Northshore Investment Property for a portion of the Association's costs of maintaining and operating the Common Property, the Areas of Common Responsibility and the Connector Road and the Association's agreement to grant the Unit Owners within the Northshore Investment Property certain easements and rights over the Common Property for the benefit of the Northshore Investment Property, all on the terms and conditions provided herein.

### **DECLARATIONS:**

**NOW, THEREFORE,** Northshore Investment for itself and its successors and assigns, declares that, the Northshore Investment Property is and shall be held, improved, used, occupied, leased, transferred, mortgaged, sold and conveyed subject to all of the reservations, covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

### **ARTICLE I.**

#### **DEFINITIONS**

**Section 1.** The following words when used herein shall have the following meanings:

(a) "Common Expense" shall mean and refer to the liabilities and expenses incurred by the Association in the performance of the duties of the Association, including, without limitation, the costs incurred for operation, maintenance and improvement of the Common Property, the Areas of Common Responsibility and the Connector Road, and any reserves established by the Board with respect to the same.

(b) "Non-residential Unit" shall mean and refer to each portion of the Properties containing commercial, industrial, institutional, resort, recreational or other non-residential or hotel use, whether improved or unimproved, held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common) which is used or is designated on the site plan thereof approved by applicable governmental authorities for use for non-residential or hotel purposes. All assessments for Non-residential condominium Units shall be billed by the Association to the condominium association with jurisdiction over such Non-residential condominium Units and such condominium association shall be responsible for collecting all assessments from the Non-residential condominium Unit Owners and contributing the same to the Association. "Non-residential Unit" shall include, without limitation, any interest in real property appurtenant to the ownership of the Non-residential Unit and all improvements on the Non-residential Unit. The term may include, by way of illustration and not limitation, hotels, retail centers, office buildings, conference centers, medical

centers, visitor attractions and other commercial, industrial and institutional buildings, establishments, facilities and complexes, if any. The term shall not include Common Property or property dedicated to the public unless otherwise specified in the deed conveying such property. Each Non-residential Unit shall be exempt from Assessments hereunder until such time as any building improvements comprising part of that Non-residential Unit have been substantially completed, as evidenced by the issuance by applicable governmental authorities of a certificate of occupancy or equivalent.

(c) "Ocean Hammock Declarant" shall mean and refer to Lowe Ocean Hammock, Ltd., a Florida limited partnership, its respective successors and assigns.

(d) "Overall Property" shall mean and refer to the Ocean Hammock Property (as defined in the Ocean Hammock Declaration) and the Northshore Investment Property, which collectively shall constitute the Overall Property.

(e) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to any Unit in the Northshore Investment Property, including, without limitation, the Northshore Investment Property Owner; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. For purposes of this Declaration, all owners of time share intervals shall constitute a single Owner. All owners of each Unit shall be treated for all purposes as a single Owner for that Unit, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

(f) "Ocean Hammock Recreational Amenities" shall mean and refer to those facilities, services or amenities, if any, such as but not limited to clubhouses, swimming pools, docks, parks, gazebos, leisure trails, bike paths and gardens, located within the Common Property.

(g) "Residential Unit" shall mean and refer to each separately described portion of the Northshore Investment Property, whether attached or detached and each non-condominium residential apartment unit, which is intended to be occupied as a single family residence or household, including, without limitation each Lot (together with the residence, if any, constructed thereon), non-condominium residential apartment unit, cooperative unit, condominium unit, zero lot line dwelling, patio home, townhouse, cluster home, and any other form of residential occupancy or ownership now existing or hereafter created. In the case of a structure which contains multiple dwelling units, each dwelling shall be deemed a separate Residential Unit. In the case of a building containing timeshare units, each separate dwelling therein shall be deemed a separate Residential Unit for purposes of assessments (although not liens for same, which shall attach to the underlying land and improvements as a whole). All assessments for timeshare units shall be based on one unit per dwelling (not one per interval), and the condominium association with jurisdiction over such unit shall be responsible for collecting all assessments and contributing same to the Association. "Residential Unit"

shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit. Each Residential Unit shall be exempt from assessments hereunder until such time as a plat creating a subdivision or a declaration of condominium describing a condominium regime for that Residential Unit is recorded in the public records of Flagler County, Florida. All assessments for Residential condominium Units shall be billed by the Association to the condominium association with jurisdiction over such Residential condominium Unit and such condominium association shall be responsible for collecting all assessments from the Residential condominium Unit Owners and contributing the same to the Association.

(h) "Unit" shall mean and refer to either a Residential Unit or a Non-residential Unit. A Unit shall be created upon the earlier to occur of (i) recordation of the subdivision plat or condominium declaration therefor; or (ii) approval of the site plan therefor by the governmental authority having jurisdiction thereof, and whether or not the improvements to be constructed thereon are complete.

**Section 2.** All terms not otherwise defined herein shall have the same meaning as set forth in the Ocean Hammock Declaration.

## **ARTICLE II.**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1. Property Subject to Declaration.** The Northshore Investment Property is, and shall be subject to, the encumbrance, operation and effect of this Declaration.

**Section 2. Interpretation.** Nothing contained in this Declaration shall be interpreted to require Northshore Investment or any other person or entity to annex any real property to the operation and effect of this Declaration.

## **ARTICLE III.**

### **NORTHSHORE INVESTMENT PROPERTY UNIT OWNERS NON-VOTING RIGHTS AND NON-MEMBERSHIP IN THE ASSOCIATION**

**Section 1.** No Association Membership or Voting Rights for the Northshore Investment Property Unit Owners. Northshore Investment and each Unit Owner within the Northshore Investment Property **shall not be** Members of the Association and **shall have no** voting rights in the Association as the result of the terms of this Declaration. Notwithstanding such limitation, the Owners shall have the right to attend any meeting of

the Association held with respect to the adoption, implementation or collection of annual, special or individual assessments as provided in Article V and to comment upon the same to the Association.

#### **ARTICLE IV.**

##### **NORTHSHORE INVESTMENT PROPERTY RIGHTS IN THE COMMON PROPERTY**

**Section 1. Owner's Easements of Enjoyment.** Subject to the provisions of this Declaration, the Ocean Hammock Declaration, Northshore Investment (until Northshore Investment transfers ownership of the last Unit in the Northshore Investment Property owned by Northshore Investment) and every Owner, subject to the terms of this Declaration, shall have the same non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property as a Member is afforded in accordance with Article IV, Section 2 of the Ocean Hammock Declaration, and such rights shall be appurtenant to and shall pass with the title to every Unit in the Northshore Investment Property. Said rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the terms and conditions of Article IV, Section 3 in the Ocean Hammock Declaration and shall automatically expire upon the expiration or termination of this Declaration pursuant to Article VII hereof.

**Section 2. Beneficiaries.** The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, Northshore Investment and the Owners, all as more specifically set forth elsewhere in this Declaration; and any Owner or Northshore Investment may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

#### **ARTICLE V.**

##### **COVENANT FOR ASSESSMENTS**

###### **Section 1. General.**

(a) **Creation of the Lien and Personal Obligation of Assessments.** Each Owner by acceptance of a deed to any Unit included in the Northshore Investment Property, whether or not it shall be so expressed in any such deed or other conveyance, and each purchaser at a judicial sale, shall be deemed to and does covenant and agree to pay to the Association: (1) annual assessments, (2) special assessments, and (3)

individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided and as provided in the Ocean Hammock Declaration. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be an equitable charge and a continuing lien upon the Unit against which each such assessment is made from the date on which each assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due, and his grantee shall take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor. In the event of co-ownership of any Unit subject to this Declaration, all of such co-Owners shall be jointly and severally liable for the entire amount due.

(b) Exempt Property. The following property now or hereafter subject to this Declaration shall be exempt from the assessments, charges and liens created herein: Any Units owned by Northshore Investment during the time Northshore Investment subsidizes its share of budget deficits in accordance with Section 9 below.

Except as set forth in this Article, no Units in the Northshore Investment Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for payment of assessments by virtue of non-use or abandonment of the Common Property.

**Section 2. Purpose of Assessments.** The assessments levied by the Association may be used for any and all purposes set forth in the Ocean Hammock Declaration.

**Section 3. Determination of Annual Assessments.**

(a) Annual Assessments. The Annual Assessments shall be determined in accordance with the Ocean Hammock Declaration. The Owners of Units within the Northshore Investment Property shall not have to contribute towards any Ocean Hammock Recreational Amenities that do not benefit them or their Unit.

(b) Allocation of Assessments. Each Unit shall be responsible for its allocable share of the Net Assessment plus, if the unit is a Residential Unit benefited by any Ocean Hammock Recreational Amenities, its allocable share of the Ocean Hammock Recreational Assessment, if any. Each Unit shall be responsible for that portion of the Net Assessment determined by multiplying the Net Assessment by a fraction, the numerator of which is the number of Equivalent Units assigned to that Unit and the denominator of which is the total number of Equivalent Units assigned to all Units subject to assessment within the Ocean Hammock Declaration and this Declaration; provided, however, that the Association's costs of maintaining the Connector Road shall be assessed as provided in the Connector Road Maintenance Agreement as described in

the Ocean Hammock Declaration. Each benefited Residential Unit within the Ocean Hammock Declaration shall also be responsible for that portion of the Ocean Hammock Recreational Assessment determined by multiplying the Ocean Hammock Recreational Assessment by a fraction, the numerator of which is the number of Equivalent Units within the Ocean Hammock Declaration assigned to that Residential Unit and the denominator of which is the total number of Equivalent Units assigned to all Residential Units subject to the Ocean Hammock Recreational Assessment within the Ocean Hammock Declaration. No Non-residential Unit shall be liable for Ocean Hammock Recreational Assessments.

**Section 4. Special Assessments.**

(a) Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property or any Area of Common Responsibility, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board; provided, however, that any special assessment shall have the approval of two-thirds (2/3) of the votes of the Association's members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessment The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association or to reimburse the Association for any damage to any Common Property or any Area of Common Responsibility caused by any Owner or its tenant or invitee, or for any other purpose permitted by this Declaration or any Supplemental Declaration or amendment thereto. Individual assessments shall be due and payable within thirty (30) days after written notice from the Association.

**Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates.** The assessments for each Lot shall commence on the date that the subdivision plat depicting such Lot is recorded in the public records of Flagler County, Florida, or with respect to a condominium or cooperative Unit, on the date that the applicable declaration for a condominium or cooperative regime is recorded in the Public Records of Flagler County, Florida, and with respect to each Non-residential Unit upon completion of the building improvements as evidenced by a certificate of occupancy or other equivalent, and assessments for each such Unit shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments

commence. The initial annual assessment for each Unit in the Northshore Investment Property is Six hundred Forty Eight and No/100 Dollars (\$648.00) per Equivalent Unit per year and will be subject to change beginning January 1, 2001.

Annual Assessments shall be due, in advance, on or before commencement of the fiscal year for which imposed; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

With respect to timeshare condominium Units, the Association, having jurisdiction over such units, shall collect all applicable assessments assessed against such Units, pursuant to this Declaration or any supplementary declaration and shall remit such assessments to the Association.

All assessments for Non-residential condominium Units shall be billed by the Association to the condominium association with jurisdiction over such Non-residential condominium Units and such condominium association shall be responsible for collecting all assessments from the Non-residential condominium Unit Owners and contributing the same to the Association.

All assessments for Residential condominium Units shall be billed by the Association to the condominium association with jurisdiction over such Residential condominium Unit and such condominium association shall be responsible for collecting all assessments from the Residential condominium Unit Owners and contributing the same to the Association.

All other Owners of Units in the Northshore Property will be billed for their assessments directly by the Association to the Owner at the address reflected on the county tax roll or otherwise designated in writing by the Owner to the Association.



**Section 6. Certificate of Payment.** Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

**Section 7. Effect of Non-payment of Assessment.** If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns and successors in title. In the case of a non-condominium residential apartment building or a timeshare unit, liens for unpaid assessments shall attach to the underlying land and improvements as a whole. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of a mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Unit, a lien fee in an amount set by the Board may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

**Section 8. Subordination.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit in the Northshore Investment Property and held by a commercial or savings bank, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real

estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Unit pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Unit from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment.

**Section 9. Subsidies/Northshore Investment Property.** So long as Northshore Investment pays the subsidy called for in this paragraph, Northshore Investment shall be exempt from the payment of any assessments with respect to the Northshore Investment Property subject to this Declaration which is owned by Northshore Investment, including, without limitation, all Units in the Northshore Investment Property. Northshore Investment covenants and agrees that, in addition to the subsidy obligations of Northshore Investment under the Ocean Hammock Declaration, until it no longer owns any lands within the Northshore Investment Property, Northshore Investment shall pay to the Association, as incurred, the portion of the operating deficits of the Association attributable to the Northshore Investment Property, as determined from time to time by the Board, which percentage allocation shall, except for the costs associated with the Connector Road Maintenance Agreement, which percentage shall be dictated by the terms and conditions of the Connector Road Maintenance Agreement, be based upon the number of Units to be developed on the Northshore Investment Property pursuant to governmental development approvals from time to time in effect which is currently designated as Five Hundred Four (504) Residential Units and Seventeen (17) Non-Residential Units for purposes of this Article V. Northshore Investment shall notify the Board if the number of approved Units designated herein changes and the Board shall adjust the subsidy calculation accordingly. The foregoing to the contrary notwithstanding, Northshore Investment shall not pay more than the assessments that Northshore Investment would have been required to pay if the exempted Units in the Northshore Investment Property were not exempt. At any time, Northshore Investment shall be entitled to terminate by written notice to the Association Northshore Investment's obligation to pay the portion of the operating deficits of the Association allocable to the Northshore Investment Property. Following termination or expiration of Northshore Investment's subsidy obligations under this subparagraph, Northshore Investment shall pay, in accordance with this Declaration and the Connector Road Maintenance Agreement, the applicable per-Unit assessment for each assessable Unit then owned by Northshore Investment in the Northshore Investment Property, prorated for the year in which such payment commences.

**ARTICLE VI.****AMENDMENT**

This Declaration may only be amended by an instrument in writing, executed by Northshore Investment and the Association, and filed in the public records of Flagler County, Florida. Any amendment made pursuant to this Section shall be certified by Northshore Investment as having been duly approved by Northshore Investment and by the Association and shall be effective upon being filed in the public records of Flagler County, Florida, or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Section and agrees to consent to such amendment of this Declaration if requested by Northshore Investment.

**ARTICLE VII.****DURATION AND TERMINATION**

The reservations, covenants, conditions, restrictions, easements, charges and liens of this Declaration, and of each amendment thereto shall run with and bind the title to the Northshore Investment Property, and shall inure to the benefit of, be enforceable by, and bind Northshore Investment and the Association and each Owner, their respective legal representatives, heirs, successors and assigns until the earlier of: (i) termination by the written consent of Northshore Investment and the Association; or (ii) termination or expiration of the Ocean Hammock Declaration.

**ARTICLE VIII.****ENFORCEMENT**

**Section 1. Remedies.** If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Northshore Investment, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations, or (c) bring an action at law

for collection of assessments against the Owner personally obligated to pay the same and/or to foreclose the lien against the Unit. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Northshore Investment, the Association or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should Northshore Investment or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the non-prevailing party. Inasmuch as the enforcement of the provisions of this Declaration and the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Northshore Investment, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Northshore Investment or the Association for or on account of any failure to bring any action on account of any violation or breach, of the provisions of this Declaration by any person, however long continued.

All tenants shall be subject to the terms and conditions of this Declaration as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with this Declaration and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee, occupant, or person living with the lessee violates a provision of this Declaration, the Board or Northshore Investment, with respect to their respective portion of the Overall Property, shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

#### ARTICLE IX.

#### MISCELLANEOUS

**Section 1. Number and Gender.** Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

**Section 2. Severability.** The invalidation of any provision or provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect.

**Section 3. Headings.** The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

**Section 4. Notices.** Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses, as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Association shall be delivered or sent in care of the Association at Post Office Box 354489, Palm Coast, Florida 32135-4489, or to such other address as the Association may from time to time notify the Owners. All notices to Northshore Investment shall be delivered or sent to Northshore Investment at 12 Office Park Drive, Palm Coast, Florida 32137, or to such address as Northshore Investment may from time to time notify the Association. Notices to any other person or persons entitled to same hereunder shall be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as shall be, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

[Signature Page Follows]

OFF  
REC 0741 PAGE 0117

IN WITNESS WHEREOF, Northshore Investment has caused these presents to be executed in its name as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**NORTHSHORE OCEAN HAMMOCK  
INVESTMENT, L.P.**, a Georgia limited  
partnership

By: **NORTHSHORE GP, LLC**, a  
Georgia limited liability company,  
its General Partner

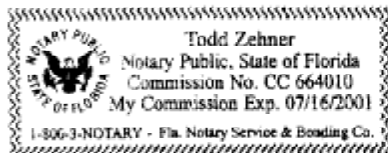
Eileen P. Coleman  
Print Name: Eileen P. Coleman  
Doreen Hughes  
Print Name: Doreen Hughes

By: Robert F. Masters, II  
Robert F. Masters, II  
Its Vice President

STATE OF FLORIDA )  
COUNTY OF Flagler )

The foregoing Declaration of Covenants for Hammock Beach, Parcel C-5 was acknowledged before me this 26<sup>th</sup> day of April, 2001, by Robert F. Masters, II, the Vice President of Northshore GP, LLC, a Georgia limited liability company, which limited liability company is the General Partner of Northshore Ocean Hammock Investment, L.P., a Georgia limited partnership, on behalf of the limited liability company and the limited partnership.

Todd A Zehner  
Print Name: Todd A Zehner  
Notary Public, State of Florida  
Commission # CC 664010  
Commission Expires: 07/16/2001



Personally known ✓  
Produced I.D.  
[check one of the above]

Type of Identification Produced

ASSOCIATION ACKNOWLEDGMENT

OFF REC 0741 PAGE 0118

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Ocean Hammock Property Owners Association, Inc., a Florida not-for-profit corporation (the "Association"), the Association on behalf, of itself and its existing and future Members, does hereby acknowledge the foregoing Declaration of Covenants and agrees to be bound thereby.

Signed, sealed and delivered  
in the presence of:

OCEAN HAMMOCK PROPERTY  
OWNERS ASSOCIATION, INC., a  
Florida not for profit corporation

Stuart Rockett  
Print Name: STUART ROCKETT  
Jose Levy  
Print Name: JOSE LEVY

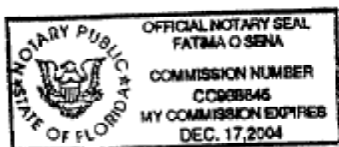
By:

Robert D. DeVore  
Robert D. DeVore  
Its President  
Vice

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2001, by Robert D. DeVore, the <sup>vice-</sup>President of Ocean Hammock Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.



fh  
Print Name: Fatima Q. Sena  
Notary Public, State of Florida  
Commission # CC988645  
Commission Expires: 12-17-04  
Personally known ✓  
Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_



OFF REC 0741 PAGE 0119

JOINDER AND CONSENT BY MORTGAGEE

## KNOW ALL MEN BY THESE PRESENTS:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

THAT \_\_\_\_\_ (the "Mortgagee"), having an office at  
 300 East Northwest Hwy., Palantine, IL 60067, the owner and holder of that certain mortgage  
 dated \_\_\_\_\_, recorded in Official Records Book 709 page 1377, of the public records of  
 Flagler County, Florida (the "Mortgage"), encumbering the \_\_\_\_\_ Property described in  
 the foregoing Declaration of Covenants (the "Declaration"), by the execution hereof, hereby  
 joins into and consents to the placing of the Declaration on the \_\_\_\_\_ Property  
 described in Exhibit "A" to the Declaration, and further covenants and agrees that the lien of the  
 Mortgage is and shall be subordinate to the Declaration as if the Declaration had been executed  
 and recorded prior to the execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent by  
 Mortgagee this 23rd day of April, 2001.

Signed sealed and delivered  
 in the presence of:

FIRST BANK AND TRUST COMPANY OF ILLINOIS  
 MORTGAGEE

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: C. Richard Schuler  
 Print Name: C. Richard Schuler  
 Its: President

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23rd day of April,  
 2001, by C. Richard Schuler as \_\_\_\_\_ President of  
First Bank & Trust Co., a Illinois Banking Corporation.

Dana L. Dack

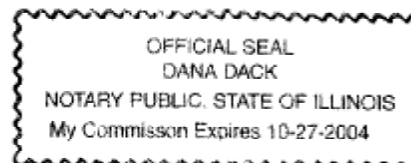




EXHIBIT "A"**[NORTHSHORE INVESTMENT PROPERTY]**

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT SECTIONS 28 AND 29, TOWNSHIP 10 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF NORTHSHORE PLAT ONE AS RECORDED IN MAP BOOK 31, PAGE 87 OF THE PUBLIC RECORDS IN AND FOR FLAGLER COUNTY, FLORIDA,

THENCE NORTH 18°49'08" WEST ALONG THE EAST LINE OF SAID NORTHSHORE PLAT ONE FOR A DISTANCE OF 35.42 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 86.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, CENTRAL ANGLE OF 65°59'49" AND A CHORD BEARING OF NORTH 44°13'32" EAST TO A POINT OF TANGENCY; THENCE NORTH 11°13'37" EAST 793.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 20.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 05°36'11" AND A CHORD BEARING OF NORTH 07°55'32" EAST TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 58°02'10" EAST 5.33 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY AND NORTHEASTERLY 609.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 203.50 FEET, A CENTRAL ANGLE OF 171°41'59" AND A CHORD BEARING OF NORTH 81°18'48" EAST TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 71°10'52" EAST 183.77 FEET; THENCE NORTH 18°49'08" WEST 0.35 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 294.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 84°19'43" AND A CHORD BEARING OF NORTH 23°20'44" EAST TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 171.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 28°08'33" AND A CHORD BEARING OF NORTH 51°26'19" EAST TO A POINT OF TANGENCY; THENCE NORTH 37°22'02" EAST 55.38 FEET; THENCE SOUTH 52°37'58" EAST 110.00 FEET; THENCE NORTH 37°22'02" EAST 136.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHWESTERLY 216.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 268.70 FEET, A CENTRAL ANGLE OF 46°10'00" AND A CHORD BEARING OF NORTH 14°17'02" EAST TO A POINT OF TANGENCY; THENCE NORTH 08°47'57" WEST 14.36 FEET; THENCE NORTH 81°54'25" EAST 75.36 FEET; THENCE SOUTH 17°16'33" EAST 564.82 FEET; THENCE SOUTH 34°42'17" EAST 277.51 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 74.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 24°21'25" AND A CHORD BEARING OF SOUTH 47°18'23" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 30°30'55" WEST 36.85 FEET; THENCE SOUTH 71°10'52" WEST 430.00 FEET; THENCE SOUTH 18°49'08" EAST 236.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 16TH ROAD; THENCE SOUTH 71°10'52" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1458.93 FEET TO THE POINT OF BEGINNING.