

**DECLARATION OF RESTRICTIVE COVENANTS**  
**RIVER OAKS IN THE HAMMOCK SUBDIVISION**

Declaration made this 11<sup>th</sup> day of Oct., 2001, by OCEAN OAKS DEVELOPMENT COMPANY, INC., a Florida corporation, authorized to do business in the State of Florida, hereinafter called the "Ocean Oaks Development Company, Inc." or "Developer."

WHEREAS, the Ocean Oaks Development Company, Inc. is the owner of certain lands, (hereinafter sometimes referred to as "land", "property", or "development") in Flagler County, Florida, more particularly described as follows: See **Exhibit "A"** attached hereto; and

WHEREAS, the property has been subdivided and platted into residential parcels; and

WHEREAS, it is Ocean Oaks Development Company, Inc.'s intention that the property and parcels within the development be made subject to certain uniform covenants and that any prior covenants and easements heretofore made by Ocean Oaks Development Company, Inc. are hereby canceled and set aside and replaced in their entirety by the covenants herein declared; and

WHEREAS, it is Ocean Oaks Development Company, Inc.'s intention that the common areas of the development be owned and controlled by a duly empowered Homeowners Association pursuant to Sections 617.301 - 617.312, Fla. Stat. (hereinafter called the "Association").

NOW, THEREFORE, Ocean Oaks Development Company, Inc. declares that the property and parcels therein are held and shall be sold by it subject to the following covenants which shall run with the property and parcels in perpetuity.

Att: Timothy J. Conner  
Sunrise Plaza  
1 Florida Park Drive  
Suite 110  
Palm Coast, FL 32139

A. USE OF PROPERTY

1. The property and parcels therein shall be used exclusively for residential housing and related recreational uses.

2. The property shall never be held, sold, conveyed, encumbered or organized so as to become, operate, or be regulated as a condominium under the laws of the State of Florida.

3. No activity of any kind that is of a noxious, offensive or dangerous nature shall be carried on in any part of the property or parcels, nor should anything be done thereon which may be or become an annoyance or nuisance to the neighborhood by reason of, but not limited to, emission of dust, odor, gas, smoke, fumes or noise.

4. Except for a reasonable period during the actual development and construction of the improvements and appurtenant facilities, no trailer, tent, shack, or other structure shall be erected on or used on the land, except with the express written permission of the Association, and in no event shall such structure be used for residential purposes.

5. In no event shall anyone with an ownership or possessory interest in the property be permitted to erect and/or engage in any type of business on the property, except as otherwise provided herein, and except that the Association shall be expressly allowed to operate its business operations and functions in an owner's residence.

B. HOMEOWNERS ASSOCIATION DUTIES AND POWERS

1. Ocean Oaks Development Company, Inc. expressly empowers the corporation known as River Oaks in the Hammock Homeowners Association, Inc. as the duly enacted Homeowners Association for the development, pursuant to §617.301 - 617.312, Florida Statutes (1995).

2. The Association is organized to provide an entity for the furtherance of the interest of the home owners of the development.

3. The Association shall own, manage, and control the common areas of the development.

4. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the duly enacted Articles of Incorporation, the By-laws of the Association, or Florida law regulating Homeowners Associations.

5. The Association shall further have all the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Articles and By-Laws of the Association, including, without limitation, the following:

(a) To fix and to collect assessments or other charges to be levied against the lots;

(b) To fix and collect assessments to be used for the maintenance and repair of the surface and subsurface storm water management system including but not limited to work within drainage swales, drainage structures and drainage easements.

(c) To fix and collect assessments to be used for the maintenance and repair of the entry wall fronting Ocean Shore Blvd. (A1A) including the gate, gate mechanism, landscaping, irrigation, signage, lighting, and all such other appurtenances thereto or located thereon.

(d) To fix and collect assessment to be used for the maintenance and repair of the perimeter wall or fencing erected on the rear lot line of Lots 1 - 9, and 13 - 22, respectively, and all such other appurtenances located thereon. Lot Owner shall allow the Association access to such wall or fencing for purposes of maintenance and repair.

(e) To fix and collect assessments to be used for the maintenance and repair of the private road, vehicle turn around, road connection easement, common walkways, and appurtenances located within the development.

(f) To manage, control, operate, maintain, repair and improve property subjected to this declaration or any other property to which the Association by rule, regulation, statute, or contract has the right or duty to provide such services;

(g) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any declaration, by-law or Florida law;

(h) To engage in activities which will actively foster, promote, and advance the common interest of unit owners of the development;

(i) To buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds in any right or interest therein for any purpose of the Association;

(j) To borrow money for any lawful purpose of the Association;  
(k) To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts, necessary, appropriate, or advisable in carrying out any purpose of the Association;

(l) To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; and

(m) To provide any and all supplemental municipal services as may be necessary or proper.

6. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

7. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law.

8. Notwithstanding anything herein or on the plat to the contrary, the wall section(s) behind and adjacent to any lot shall be maintained and repaired by the Association.

9. Owners shall maintain individual septic systems located on individual lots.

#### C. GENERAL DEVELOPMENT STANDARDS

1. Any and all improvements, buildings, and/or structures, or any part or projection thereof, at any time constructed or maintained and extended above the ground surface of any parcel shall first be approved by the Architectural Control Committee of the Association, herein "ACC"

2. The covenants and restrictions contained shall pertain and apply to all lots and to all Structures erected or placed thereon.

3. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair,

including, but not limited to (1) the repairing and painting (or other appropriate external care) of all Structures; (2) the sodding, watering and mowing of all lawns; and (3) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic and (4) any and all fencing located within their lot boundaries. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Guidelines and Maintenance.

4. No activity, which may create erosion or siltation problems, shall be undertaken on any lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or situation. The ACC shall, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling the run-off and drainage of water.

5. No construction or alteration of any Structure shall take place without the prior written approval of the ACC of plans and specifications for the landscaping to accompany such construction or alteration.

6. No temporary building, trailer, or building under construction shall be used, temporarily or permanently, as a residence on any lot.

7. a) No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any lot, or on any portion of a Structure visible from the exterior thereof, except:

1. Such signs as may be required by legal proceedings.
2. Not more than one "For Sale" such sign having a maximum face area of four (4) square feet; provided, however, that if, at the time of any desired use of such sign, the Association

is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used.

3. Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC, or as may be required by Government Agencies.

- b) In no event during approved construction of any Structure shall any job specification signs be approved by the ACC, except a sign for the General Contractor of any home construction may be approved by the ACC.

- c) Notwithstanding any other provision in this Declaration, Ocean Oaks Development Company, Inc. may erect and place such signs on any portions of the Property owned by the Ocean Oaks Development Company, Inc. or on any Common Property, which Ocean Oaks Development Company, Inc. in its sole discretion deems appropriate.

8. a) Each dwelling which is erected on a lot shall be situated on such lot in accordance with the buildings and setback lines and buffer lines, if any. For purposes of this requirement shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines, unless the ACC has established such a requirement as part of its approval of a structure or has otherwise established setback requirements for the protection of the oak tree canopy as set out below.

- b) No structure shall be erected on any lot with a first floor "footprint" of less than 1,500 square feet and no structure shall be erected on any lot with less than 2,000 square feet of living area.

- c) All structures erected on any lot shall have a tile roof and stucco finish on exterior walls. All structures erected on any lot shall be built to meet or exceed federal, state, and local building and health codes and regulations, including but not limited to coastal wind load and coastal flooding requirements.

9. Oak Tree maintenance shall be performed only upon written request to and approval by the ACC. Maintenance as herein defined shall include but not be limited to pruning, cutting, digging under the tree canopy or around tree roots, and like activities. Any lot owner may request maintenance of an oak tree regardless of which lot the tree is growing on or from. The ACC and the Association reserves the

right to perform or approve maintenance on any oak tree within the development and reserves unto itself the right of ingress and egress upon all the lots and common areas of the development to perform such maintenance.

10. No fence or wall of any kind shall be erected, maintained, or altered on any lot without the prior written approval of the ACC of plans and specifications for such fences and walls. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any lot without the prior written approval of the ACC. Any fences or walls located within or upon a designated drainage easement or subsequently designed and constructed drainage way shall be so designated constructed to not impede the intended flow and/or control of surface or sub-surface water flow.

11. No road or driveway shall be constructed or altered on any lot without the prior written approval of the ACC of plans and specifications for such roads and driveways.

12. Each home constructed within the subdivision shall provide for exterior control of irrigation systems and each homeowner shall mount or cause to be mounted controls for such irrigation on the exterior garage wall of each house constructed.

D. ANTENNAE

No exterior television or radio antennae of any sort, including satellite reception disc, shall be placed, allowed or maintained upon any portion of a Structure of lot without prior written approval of the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

E. CLOTHESLINE, GARBAGE CANS, ETC.

No clothesline shall be permitted. All equipment, garbage cans, and woodpiles shall be kept in garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

F. PARKING AND RELATED RESTRICTIONS

3. No vehicles of any type whatsoever shall be permitted to park on the streets of the Development for more than twelve (12) cumulative hours within any five (5) day period without the express written permission of the ACC.

Notwithstanding the above, all automobiles owned or used by Owners, other than temporary guest(s), shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. No owners or occupants of any portion of the property shall repair or restore any vehicle of any kind within any lot except (1) within enclosed garages or ACC approved workshops, or (2) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Garage doors shall remain closed except on vehicle entry and exit.

4. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, or like equipment, exceeding thirty (30) feet in length shall be permitted on any lot.

5. Vehicles and equipment, which are less than thirty (30) feet in length, including recreational vehicles, shall not be permitted to park on any lot in violation of the time period set out in subparagraph (a) above, unless stored within the garage with garage door closed.

6. Motor homes, campers, recreational vehicles, boats, boat trailers, recreational trailers under thirty (30) feet must be stored within the garage with the garage door closed.

7. No motor homes, campers, recreational vehicles, boats, boat trailers, recreational trailers over thirty (30) feet, shall be stored or parked within the subdivision except for loading and unloading.

8. Any trash, firewood, wood scraps, building materials, or other such materials contained in any vehicle or trailer shall be covered from view.

7. The purpose of this Section is to help maintain the neat and attractive appearance of the Development by requiring the streets of the Development to remain cleared, and for larger vehicles and equipment to either be hidden from view or eliminated altogether if intended to be stored on more than a temporary basis. In effectuating the purpose of this Section, the ACC may adopt guidelines, rules and regulations which shall give greater substance to its provisions, as for example, by



defining what shall be considered temporary or permanent in the case of each subsection above.

8. Notwithstanding anything herein to the contrary, construction vehicles and business invitees of lot owners shall be allowed within the subdivision during normal working hours.

The provisions of this Section shall not apply to Declarant or to any builder in the process of constructing any approved Structure on any lot.

G. RECREATIONAL EQUIPMENT

Recreational and playground equipment shall be placed or installed only upon the rear of a lot unless otherwise approved by the ACC. No above ground pools shall be allowed on any lot.

H. SALE AND CONSTRUCTION ACTIVITIES

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Ocean Oaks Development Company, Inc. or any Builder and their respective agents and successors and assigns to maintain and carry on within the Property such activities as may be reasonably required or convenient to the completion, improvement and sale of lots including, but not limited to, construction trailers or model residences.

I. ANIMALS

No animals, including birds, insects, and reptiles, may be kept on any lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. All cats, dogs and other domestic pets shall be on a lease and under the direct control of a responsible person whenever such pet is off the lot on which its owner resides. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any lot unless plans, specifications location for said Structure have been approved by the ACC.

J. SOLID WASTE

1. No person shall dump rubbish, garbage, or any other form of solid waste on any lot or on common property.
2. Except for building materials employed during the course of construction of any structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot unless screened or otherwise handled in a manner approved by the ACC.
3. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed.

K. EASEMENTS

Easements of record in and over the property or parcel are hereby reserved to Ocean Oaks Development Company, Inc. and/or the Association and its designees in perpetuity with the installation, construction, reconstruction, maintenance, repairs, operations and inspections of all utility and facilities, including, but not limited to sewer, water, water wells, drainage, retaining walls, bulkheads, driveways, cablevision, electric, gas or telephone. No building or structure shall be erected, nor any paving laid nor any filling or excavation done within the easement or common areas occupied by or reserved for such facilities without the prior written consent of the ACC. No action shall be taken that would restrict or obstruct the use of any easement or common area.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or storm water management system as required by the St. Johns River Water Management District permit. The President of the Association or his designee shall perform semi-annual inspections of the entire

drainage system. The Design Engineer, Jerry Finley, P.E., or other qualified professional, shall be retained to perform a bi-annual inspection of the entire drainage system and provide a written report of his findings to the HOA and to the SJRWMD. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

On lots subject to a storm water, utility, landscape or monument easement as set forth on any recorded plat or survey of the Development, such lots are subject to those easement rights. Landscaping must comply with guidelines set forth by the ACC.

L. NATURAL BUFFERS

The rear (15') fifteen feet of Lots 1 - 9, and 13 - 22 shall remain as a natural vegetative buffer to adjoining areas outside the River Oaks in the Hammock Subdivision. The Developer and its assigns shall have the right to construct a perimeter wall or fencing along the rear property lines of said lots but no other construction shall be allowed within the buffer area. The Developer and its assigns shall be permitted to keep the buffer area free of debris and dead vegetation but shall not remove or destroy live vegetation except for reasons of health or safety.

M. SURFACE WATER OR STORM WATER MANAGEMENT SYSTEMS

“Surface Water or Storm water Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40c-4, 40C-40, or 40C-42, F.A.C.

The person or entity with possessory interest in any lot must, at all times, keep the site, and residential structures and appurtenances in a safe, clean, wholesome

condition, and comply in all respects with all government, health and policy requirements.

Ocean Oaks Development Company, Inc. may construct a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such inspections, maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

N. RENTAL INCOME PROPERTY

No residence may be carded "For Rent." An owner may only lease his dwelling once in any twelve (12) month period. All leases must be for a duration in excess of

six (6) months and must be approved by the ACC prior to any tenant taking occupancy.

O. VIOLATIONS AND ENFORCEMENT

1. If a violation of the restrictive covenants of record is not cured within thirty (30) days of written notice of such violation, or if the violation cannot be cured within thirty (30) days and the violator is not diligently pursuing the curing of said violation, then the Association or its designee shall have the right to enter upon any parcel and remedy any violation of these restrictive covenants, easement, or common area, and such entry shall not be deemed a trespass. A lien shall arise in favor of the Association against the parcel owned by any such violator if the assessment for the cost to remedy any violation is not paid within thirty (30) days of such assessment. If such lien is allowed to remain unsatisfied for more than thirty (30) days thereafter, it shall bear annual interest at twelve percent (12%) per annum.

2. Enforcement shall be by proceeding at law or in equity brought by the Association, its successors, assigns.

3. The failure to enforce any covenants or easements or to remedy any violation thereof from time to time, shall not constitute a waiver of the provisions of these restrictive covenants and easements.

4. The Association shall be entitled to recover its reasonable attorney's fees and costs to impose or enforce any right granted herein.

5. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system.

E. COMPLIANCE

Any person or entity with a possessory interest in a parcel shall obey and comply with all laws, ordinances, rules, regulations, requirements, and orders of the Federal, State, County and Municipal governments, or any of them, and any and all of their departments and bureaus, and any person or entity with a possessory interest in a

parcel shall further obey and comply with all rules, regulations, requirements and orders duly enacted by the Association including, but not limited to, the assessment of Association dues, maintenance fees, and special assessments.

Q. AMENDMENT

1. The Association hereby reserves the right to amend, modify or rescind such parts of these restrictive covenants if the Association deems the same to be necessary or desirable so long as such amendment, amendments, or modifications do not substantially change the character, use, nature or general scheme of the development, interfere with the residential use of the owners within the development, or impose any unreasonable financial obligations on said owners in possession.

2. Any amendment or modification to these restrictive covenants by the Association shall not require the consent of any person or entity and said amendment or modification shall only be required to be executed by the duly enacted Board of Directors of the Association, and recorded in the Public Records of Flagler County, Florida, or as otherwise required by law.

3. The Association shall provide any person or entity with possessory interest in a parcel with notice of any amendment or modification thirty (30) days prior

to recordation of said amendment or modification.

4. Notwithstanding anything herein to the contrary, Ocean Oaks Development Company, Inc. shall and does hereby reserve unto itself the right and power to veto any proposed amendment to the Declaration of Restrictive Covenants and Easements so long as Ocean Oaks Development Company, Inc. shall own any property or lands within the development.

5. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

R. SEVERABILITY - CONFLICT

1. Invalidation of any of the covenants and/or restrictions contained herein by judgment, court order or otherwise, shall in no way affect any of the other covenants and restrictions which shall remain in full force and effect.

2. In the event these restrictive covenants should conflict with state statutes, county ordinances, or regulation so as to prevent development of the property, the state statute, county ordinance or regulation shall prevail.

IN WITNESS WHEREOF, the said Ocean Oaks Dev. Co., Inc., has hereunto set its hand and seal this 11th day of Oct., 2001.

Signed, sealed and delivered in the presence of:

OCEAN OAKS DEVELOPMENT CO., INC.

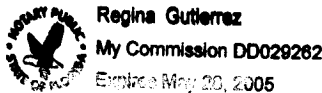
Betty Goodge
Witness BETTY GOODGE
Regina Gutierrez
Witness Regina Gutierrez

By: Derek V.H. Fowkes
Derek V.H. Fowkes, President

STATE OF FLORIDA
COUNTY OF Flagler

THE FOREGOING instrument was acknowledged before me this 11th day of Oct., 2001, by Derek V.H. Fowkes, President of Ocean Oaks Development Co., Inc., who is personally known to me or who has produced as identification and who did (did not) take and oath.

Regina Gutierrez
NOTARY PUBLIC
My Commission Expires:



**PARCEL 1:** A portion of Section 40, Township 10 South, Range 31 East, being more particularly described as follows: Commencing at the Township line between Townships 10 and 11 South, Range 31 East, at the Easterly right of way of the Florida Intracoastal Waterway, bear North 26 degrees 16' 17" West along the said right of way 1295.57 feet to the point of beginning of the description; thence continue along said right of way North 26 degrees 16' 17" West 136.00 feet; thence North 17 degrees 10' 11" West along said right of way 196.49 feet; thence North 49 degrees 08' 24" East along the Southerly line of Whispering Oaks Subdivision as recorded in Plat Book 5, Page 68, 989.36 feet to the Westerly right of way of Ocean Shore Boulevard, said right of way being concave to the left with a central angle of 20 degrees 09' 45" and a radius of 894.00 feet with a closing bearing of South 46 degrees 21' 54" East 312.99 feet; thence Southerly along said right of way 314.60 feet; thence leaving said right of way, South 49 degrees 08' 24" West 1132.59 feet to the point of beginning of the description. As described in Official Records Book 2, Pages 466 and 467, containing 7.5705 acres.

**PARCEL 2:** All that part of Section 40, Township 10 South, Range 31 East, lying West of the Easterly right of way of Ocean Shore Boulevard, West of the Westerly right of way boundary of State Highway No. A1A; South of a Northeasterly projection of the Northerly boundary and North of the Northeasterly projection of the Southerly boundary of the following described parcel. Commencing on the Township line between Townships 10 and 11 South, Range 31 East, at the Easterly right of way of the Florida Intracoastal Waterway, bear North 26 degrees 16' 17" West along the said right of way 1295.57 feet to the point of beginning of this description; thence continue along said right of way North 26 degrees 16' 17" West 136.00 feet; thence North 17 degree 10' 11" West along said right of way 196.49 feet; thence North 49 degrees 08' 24" East along the Southerly line of Whispering Oaks Subdivision as recorded in Plat Book 5, Page 68, 989.36 feet to the Westerly right of way of Ocean Shore Boulevard, said right of way being concave to the left with a central angle of 20 degrees 09' 45" and a radius of 894.00 feet with a closing bearing of South 46 degrees 21' 54" East 312.99 feet; thence Southerly along said right of way 314.60 feet; thence leaving said right of way, South 49 degrees 08' 24" West 1132.59 feet to the point of beginning of this description. As described in Official Records Book 2, Pages 466 and 467, containing 0.4122 acres.

The above described parcels being the same land conveyed by Warranty Deeds Johnson to Moore dated March 22, 1941, Deed Book 23, Page 458, Shelton to Moore dated May, 1 1945, Deed Book 26, Page 126, Moore to Jones dated March 17, 1949, Deed Book 32, Page 109, Jones to Moore dated July 23, 1949, Deed Book 33, page 11, Moore to Dennison dated July 26, 1949, Deed Book 33, Page 88, Dennison to Dennison dated November 3, 1949, Deed Book 33, Page 289, Dennison to Schilling Dated December 16, 1949, Deed Book 33, Page 357, Schilling to Rossidivito dated January 4, 1954, Deed Book 43, Page 211, Rossidivito to Walters dated June 30, 1961, Official Records Book 2, Page 466; and Wolfe to Townsend dated August 30, 1979, Official Records Book 131, Page 491; all in the Public Records of Flagler County, Florida.

**PARCEL 1** being all that same property bounded on the North by the Southerly line of Whispering Oaks Subdivision as recorded in Plat Book 5, Page 68, public records of Flagler County, Florida, on the East by the Westerly right of way line of Ocean Shore Boulevard, on the South by the Northerly line of that certain 10.78 feet unnamed County Road being a parcel of land described in Warranty Deed recorded at Official Records Book 9, Page 16, public records of Flagler County, Florida, and on the West by the Easterly right of way of the Florida Intracoastal Waterway.

**PARCEL 2** being all that same property lying and being Easterly of the Easterly right of way of Ocean Shore Blvd. Westerly of the Westerly right of way of State Highway No. A1A and South of the Northeaterly projection of the Northerly boundary and North of the Northeasterly projection of the Southerly boundary of parcel 1 described herein. All of the above described property is accordance with a survey made by Dan A. Wilcox, Registered land Surveyor No. 2238 dated January 9, 1979.

**SUBJECT** to any building, zoning or other restricions imposed by any governmental agency; and any easement, conditions, and restrictions of record, if any.

"EXHIBIT A"