

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

**AMENITIES DECLARATION
FOR
LOST KEY MARINA & YACHT CLUB**

Table of Contents

ARTICLE 1:	DEFINITIONS	1
ARTICLE 2:	PROPERTY SUBJECT TO THIS AMENITIES DECLARATION	4
ARTICLE 3:	AMENITIES FACILITIES.....	5
ARTICLE 4:	USE RIGHTS.....	6
ARTICLE 5:	PAYMENTS TO BE MADE TO THE AMENITIES OWNER BY THE USERS AND LIEN RIGHTS	8
ARTICLE 6:	MAINTENANCE AND REPAIR OBLIGATIONS	12
ARTICLE 7:	USE RESTRICTIONS	12
ARTICLE 8:	SUSPENSION OR TERMINATION OF USE PRIVILEGES.....	14
ARTICLE 9:	MISCELLANEOUS PROVISIONS	15

NOTICE: As provided in Section 9.16 of this Declaration, each Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

THIS AMENITIES DECLARATION FOR LOST KEY MARINA & YACHT CLUB (the "Amenities Declaration") is made by WCI COMMUNITIES, INC., a Delaware corporation, whose address is 24301 Walden Center Drive, Bonita Springs, Florida 34134.

WITNESSETH:

WHEREAS, WCI Communities, Inc. is Declarant (defined in Article 1 hereof) and is the developer of a master planned community in Escambia County, Florida, known as Lost Key Marina & Yacht Club ("Community"), within which Declarant has developed or plans to develop recreational amenities facilities referred to herein as the Amenities (as defined below) for use by (a) the owners of the Community who upon the acceptance of ownership of a residential parcel of property therein will automatically become a User of the Amenities, and (b) other permitted and specified individuals, whether or not their property becomes subject to this Amenities Declaration, as provided hereinafter; and

WHEREAS, it is the belief of Declarant that the residents of the Community will benefit from having such facilities available for their use; and

WHEREAS, the purpose of this Amenities Declaration is to create restrictive covenants which run with the land of the property on which the Amenities are located and of the property of the Community and to provide for the payment of fees and charges and the regulation of use by the Users; and

WHEREAS, Declarant shall be the owner of the Amenities unless and until the Amenities are transferred as provided more fully hereinafter; and

WHEREAS, there will not be a members' or other form of association associated with the Amenities, except as may be otherwise provided hereinafter;

NOW, THEREFORE, Declarant hereby declares that the Amenities Property and the Subject Property (defined below) and such additions as may, in the future, be made subject to the terms of this Amenities Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of this Amenities Declaration, and which will run with the Subject Property and shall be binding upon all persons having and/or acquiring any right, title or interest in the Amenities Property and the Subject Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Amenities Property and the Subject Property, or any portion thereof.

ARTICLE 1: DEFINITIONS

The terms used in this Amenities Declaration shall have the following meanings, unless the context otherwise requires:

1.1 "Amenities" means the Amenities Property together with the Amenities Facilities (and the services provided) owned initially by Declarant or a related entity. The Amenities shall be within the Community. The Amenities may be unilaterally named by the Amenities Owner at any time. The term "Amenities" shall be synonymous with the term "Amenities" as defined in the Master Declaration.

1.2 "Amenities Declaration" means this instrument, entitled Amenities Declaration for Lost Key Marina & Yacht Club, as may be amended or supplemented from time to time.

1.3 "Amenities Facilities" means the facilities, improvements and personal property which the Amenities Owner shall actually have constructed and/or made available to Users for purposes of this Amenities Declaration. The Amenities Facilities are contemplated to consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment and personalty as Amenities Owner determines in its sole discretion to include for use by the Users from time to time. The Amenities Facilities are subject to

change at any time and from time to time. Declarant shall have no obligation to construct or make available all or any of the Amenities Facilities.

1.4 "Amenities Fee" means the regular periodic charge levied against each User with regard to use of the Amenities Facilities to pay for all costs and expenses of owning, operating, managing, maintaining and insuring the Amenities and the Amenities Facilities. Amenities Expenses Fees are to be paid to the Amenities Owner as more particularly described in Section 5.2.2 hereof.

1.5 "Amenities Fees and Charges" means collectively the Amenities Fee and the Special Charges, which are levied against a User pursuant to this Amenities Declaration.

1.6 "Amenities Owner" means the owner of the Amenities Property from time to time whether Declarant or a related party or a successor, designee or grantee thereof. Accordingly, the Amenities Owner may change from time to time (e.g., an existing Amenities Owner may sell the Amenities or transfer ownership of the Amenities Property and Amenities Facilities to another Person, an entity of local government, a not-for-profit corporation, the Master Association, a community development district, some other special district or otherwise). Notwithstanding that the Amenities Owner and Declarant may be the same party, affiliates or related parties from time to time, each Owner acknowledges that the Amenities Owner and Declarant may be different and shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, the Amenities Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of the Amenities Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder or vice versa.

1.7 "Amenities Property" means the real property designated in Exhibit A attached hereto and made a part hereof, which may be increased or decreased in accordance with Section 2.4 hereof, upon which the Amenities Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of Amenities Property to mean only the unimproved land, the Amenities Property shall be deemed to include all Amenities Facilities constructed thereon which constitute the Amenities.

1.8 "Community" means the master planned community development project known as Lost Key Marina & Yacht Club, as defined in the Master Declaration.

1.9 "County" means Escambia County, Florida.

1.10 "Declarant" means and refers to WCI Communities, Inc., a Delaware corporation, its successors, the grantee of all lands it owns in the Community, or such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant is the developer of the Community.

1.11 "Dry Dock Property" means that portion of the Property legally described in Exhibit B-2 attached hereto and made a part hereof upon which certain dry dock condominium units have or shall be created from time to time, together with any other lands made subject to this Amenities Declaration by annexation for purposes of containing dry dock condominium units, and less any lands withdrawn, pursuant to Sections 2.2 and 2.3 hereof

1.12 "Home" means a separate and distinct parcel of land contained within a Subdivision (as defined in the Master Declaration) contained within the Community which (a) has been created for residential occupancy, (b) has had a certificate of occupancy issued therefore by the County, and (c) which has been conveyed to a Person other than Declarant.

1.13 "Lender" means (i) the "Institutional Holder" of a first mortgage encumbering a Home or other portion of the Residential Property, or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage. The term "Institutional Holder" shall mean any federally or state chartered bank, insurance company, a FHLMC,

FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, or any federally or state chartered savings and loan association or savings bank.

1.14 "Master Association" means the Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation, which is the entity created to administer certain common functions for Lost Key Marina & Yacht Club pursuant to the Master Declaration.

1.15 "Master Declaration" means and refers to the Master Declaration for Lost Key Marina & Yacht Club, as recorded in the public records of the County, and as may be amended from time to time.

1.16 "Owner" means and refers to the Person or Persons other than the Declarant holding fee simple interest of record to a Home within the Residential Property. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Home pursuant to an action for foreclosure or any procedure in lieu of foreclosure.

1.17 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

1.18 "Residential Property" means the lands described in Exhibit B-1 attached hereto and made a part hereof, and any other residential lands made subject to this Amenities Declaration by annexation, and less any lands withdrawn, pursuant to Sections 2.2 and 2.3 hereof.

1.19 "Rules and Regulations" means those rules and regulations for the use of the Amenities Facilities and the Amenities Property as promulgated from time to time by the Amenities Owner.

1.20 "Special Amenities Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.21 "Special Charges" means collectively the Special Amenities Charges and the Special Use Charges.

1.22 "Special Use Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.23 "Subject Property" means the real property subjected to this Amenities Declaration which is subject to Amenities Charges. At the inception of the Community, the Subject Property shall mean the Residential Property, the Dry Dock Property and the Upland Buffer Lands.

1.24 "Supplemental Declaration" means any instrument which may be recorded by Declarant for the purpose of supplementing this Amenities Declaration or for the purpose of withdrawing portions of the Residential Property or Amenities Property or annexing additional property, all in accordance with the terms and provisions hereof.

1.25 "Transfer of Control" means that date following conversion of Class "B" votes to Class "A" votes, upon which Declarant transfers majority control of the Board of Directors of the Master Association as provided in Article 14 of the Master Declaration.

1.26 "Upland Buffer Lands" means that portion of the Property legally described in Exhibit B-3 attached hereto and made a part hereof.

1.27 "User" means an individual who is entitled to use the Amenities pursuant to this Amenities Declaration. There shall be two types of Users:

1.27.1 "Deeded Users," which shall mean (a) the record Owner of a Home subjected to this Amenities Declaration for which Assessments shall be levied, (b) the spouse of the Owner, and (c) all

unmarried children 22 years of age or younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Home in addition to children of the Owner as an additional adult Deeded User. Children of such additional adult Deeded User shall also be deemed to be Deeded Users. No unmarried child or other person shall qualify as a Deeded User unless such person is living with the Owner within a Residential Unit (as defined in the Master Declaration); and

1.27.2 "Non-Deeded Users," which shall mean individuals who are entitled to use the Amenities on an annual basis (as a result of payment of an annual fee and other applicable charges to the Amenities Owner) or as otherwise permitted from time to time by the Amenities Owner, whether or not for a fee. A Non-Deeded User may be permitted to use the Amenities as determined by the Amenities Owner in its discretion from time to time.

1.28 "User Card" means the card to be issued to each User entitled to use the Amenities Facilities as evidence of such individual's right to do so.

ARTICLE 2: PROPERTY SUBJECT TO THIS AMENITIES DECLARATION

2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amenities Declaration is described in Exhibit B-1, Exhibit B-2 and Exhibit B-3 attached hereto and made a part hereof.

2.2 Withdrawal of Land from the Property. Declarant shall have the absolute right, but shall have no obligation, to withdraw at any time or from time to time from the scope of this Amenities Declaration any portion or all of the Property which is or are owned by Declarant. The withdrawal of lands as aforesaid shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Amenities Declaration without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of this Amenities Declaration and any restrictions, obligations or lien rights hereunder.

2.3 Annexation of Property to Become a Portion of the Property. Additional real property owned by Declarant may be subjected by Declarant to this Amenities Declaration. Such annexations subjecting the additional real property to the terms and conditions of this Amenities Declaration shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be annexed. Declarant reserves the right to so amend and supplement this Amenities Declaration without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be subjected to the provisions of this Amenities Declaration and all restrictions, obligations and lien rights hereunder.

2.4 Annexation and Withdrawal of Amenities Property. Declarant reserves the right from time to time in its sole discretion to subject additional lands to become Amenities Property. Declarant also reserves the right from time to time in its sole discretion to withdraw portions of the Amenities Property from the scope of this Amenities Declaration. Any addition to or withdraw of lands under this Section shall be accomplished by recording a Supplemental Declaration in the public records of the County executed by Declarant, describing the lands to be withdrawn. The land substituted by Declarant for land withdrawn from the scope of this Amenities Declaration shall contain recreational facilities but not necessarily the same type or extent of facilities that were located on the withdrawn land.

2.5 Private Property. The Amenities Property is, and shall remain, private property of the Amenities Owner, and nothing contained in this Amenities Declaration shall be deemed to grant any User a right to use the Amenities Property as a place of public assembly.

2.6 Conveyance of Amenities. No consent of the Master Association, any Owner or any User shall be required in connection with the conveyance or change in ownership or operation of the Amenities, with or without consideration; provided, however, any such conveyance or change in ownership or operation shall be subject to this Amenities Declaration and, specifically, the obligation of the Amenities Owner to transfer the Amenities to the Master Association on or before the date of Transfer of Control as provided in Section 9.20 below.

ARTICLE 3: AMENITIES FACILITIES

3.1 Amenities Facilities. The Amenities Owner intends, but is not obligated, to construct the Amenities Facilities on the Amenities Property which will be and shall remain the property of the Amenities Owner, subject only to the provisions hereof. The Amenities Facilities are contemplated to contain certain recreational amenities, including, but not limited to, a fitness room, associated locker rooms, a ship store, a resort pool, and certain other facilities and areas. The Amenities Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and amend the Amenities Facilities at any time. If the Amenities Owner does not provide any recreational or commonly used facilities available to the Users, there will be no Amenities Fees and Charges charged pursuant to this Amenities Declaration.

3.2 Construction of the Amenities Facilities. The Amenities Owner will construct the Amenities Facilities at its sole cost and expense. The Amenities Owner shall be the sole judge as to the plans, size, design, location, completion schedule, materials, equipment, size, and contents of the Amenities Facilities. The Amenities Owner shall have the unequivocal right to:

3.2.1 develop, construct and reconstruct, in whole or in part, the Amenities Facilities within and for the Community, and make any additions, alterations, improvements, or changes thereto;

3.2.2 maintain leasing and/or sales offices (for sales and resales of residential properties within and for the Community or other properties being developed by the Declarant or Amenities Owner), general offices, and construction operations on the Amenities Property, including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of residential properties;

3.2.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Amenities Property for sales, construction, storage, or other purposes including interim recreational facilities for tennis, swimming and fitness until permanent Amenities Facilities are completed;

3.2.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Amenities Property in connection with the development or construction of any of the Amenities Facilities or any improvements located within or for the Community;

3.2.5 post, display, inscribe or affix to the exterior of the Amenities Facilities and on the Amenities Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Community and other properties being developed by the Declarant;

3.2.6 conduct whatever commercial activities within the Amenities Facilities and on the Amenities Property deemed necessary and/or appropriate by the Amenities Owner;

3.2.7 develop, operate and maintain the Amenities Facilities when and to the extent deemed appropriate, in the sole and absolute discretion of the Amenities Owner;

3.2.8 excavate fill from any lakes or waterways within and/or contiguous to the Amenities Property by dredge or dragline, store fill upon the Amenities Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Amenities Property and use and/or sell excess plants and trees;

3.2.9 do all other activities which, in the sole opinion of the Amenities Owner, are necessary for the development and use of the Amenities Property and Amenities Facilities; and

3.2.10 not construct or otherwise develop any Amenities Facilities or otherwise constitute the Amenities on the Amenities Property or when constructed, developed and constituted, to not continuously operate the Amenities or make the Amenities Facilities available to Owners or others who would constitute Users of the Amenities.

3.3 Changes. The Amenities Owner reserves the absolute right, from time to time, to alter or change the amenities of the Amenities, including, but not limited to, construction of additional portions of the Amenities Facilities and/or the removal or modification thereof, at any time.

ARTICLE 4: USE RIGHTS

4.1 Users in General. The Amenities Facilities will be available to Users and their tenants and guests by the Amenities Owner from time to time, if and to the extent provided hereinafter and otherwise in this Declaration:

4.1.1 Provisions Applicable to Deeded Users.

4.1.1.1 Being a Deeded User is appurtenant to ownership of a Home in the Community. Upon the resale or transfer of a Unit, the new owner, will, upon submission of an information statement, be entitled to Deeded User privileges. The Deeded User privileges of the selling or transferring owner shall terminate upon the closing of the sale or transfer of the Home.

4.1.1.2 Deeded Users are permitted to have houseguests and other guests use the Amenities Facilities upon payment of the applicable guest fees and charges and in compliance with the procedure set forth in the Rules and Regulations. "Houseguests" shall mean visitors of an Owner occupying such Owner's Home for a temporary period not to exceed 30 consecutive days and in any event not more than 60 days within any 12 month period. All the Deeded Users in a Home may also temporarily transfer their use privileges to a lessee who occupies the entire Home as long as the Deeded Users no longer living in the Home relinquish any use privileges during period of the lessees' occupancy and provided that any lease of the Home is in accordance with Section 23.13 of the Master Declaration. The Amenities Owner shall provide for a procedure regarding lessee use privileges in the Rules and Regulations.

4.1.1.3 If a Home is owned by an entity, such as by way of example and not limitation, corporation, partnership or trust, privileges to use the Amenities Facilities shall be available to the individuals designated by the Owner (and such individuals shall be deemed to be Deeded Users). The individuals must complete an information statement (in the form and containing such information as provided and required by the Amenities Owner from time to time) and be in residence. No more than 4 individuals may be named by the corporation, partnership, trust or as the designated Deeded Users for the Home at any one time. An Owner under this subsection may change the designated Deeded Users once per year upon application to the Amenities Owner, which application shall include the submission of an information statement by the new designee as may be required by the Amenities Owner, payment of any redesignation fee imposed by the Amenities Owner from time to time, and any other information deemed necessary and reasonable by the Amenities Owner in such regard.

4.1.2 Provisions Applicable to Non-Deeded Users. The Amenities Owner shall have any and all rights, on terms and conditions established by Amenities Owner from time to time, to offer varying use memberships to non-residents of the Community, which individuals shall be deemed to be the Non-Deeded Users.

4.2 Use Privileges of a User. Each User shall have such nonexclusive rights and privileges as shall from time to time be granted by Amenities Owner, in its sole discretion, but these rights and privileges shall include, without limitation, the following:

4.2.1 access to and use of any room or facility constituting part of the Amenities Facilities in exchange for the payment of the Amenities Fees and any other established Special Use Charge as applicable, subject to available capacity, other provisions of this Section and this Amenities Declaration, and the Rules and Regulations (which shall include limitations on use by Non-Deeded Users that are provided access to all portions of the Amenities based upon the nature of their use membership); and

4.2.2 the right to participate in and attend social events for the Users (unless an event is limited to a specific limited group or organization authorized by the Amenities Owner) upon the payment of the Amenities Fees and any other established Special Use Charges as applicable, and subject to the available capacity of the event and the Rules and Regulations.

The Users shall have no right to access any portions of the Amenities Property leased or licensed to third parties or the Users, except as and when permitted by the Amenities Owner.

4.3 Promotional Access and Use of Amenities Facilities.

4.3.1 Declarant is entitled to designate Non-Deeded Users with privileges to use the Amenities Facilities on terms and conditions established by Amenities Owner from time to time. Neither Declarant nor the Non-Deeded Users shall be obligated to pay any fees or charges except as the Amenities Owner may require. The Amenities Owner may (without being obligated to) establish separate accounts for each person designated to use the Amenities Facilities pursuant to this Section, and shall bill such individual directly for the accounts owed. The designees of Declarant that use the Amenities Facilities shall pay their personal food, beverage and merchandise purchases.

4.3.2 Declarant and its affiliates and designees further have the right to schedule and hold marketing, promotional and other events (whether in season or out of season) at the Amenities Facilities, including, without limitation, tournaments or exhibitions, so long as such events do not preempt previously scheduled functions of the Amenities.

4.3.3 Declarant and its affiliates and designees further have the right to promote the Amenities in advertisements, promotional materials and other promotional media by making reference to the Amenities Facilities.

4.3.4 The Amenities Owner shall permit Declarant to designate individuals to use all Amenities Facilities for the purpose of entertaining prospective retail purchasers of Homes, including resales.

4.4 Subordination. This Amenities Declaration and the rights of Users to use the Amenities are and shall be subject and subordinate to (a) any ground lease, mortgage, deed of trust or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Amenities Property by the Amenities Owner; and (b) any easements, restrictions, limitations, condition of record and other conditions of governmental authorities. This provision shall be self-operative.

4.5 Ownership and Transfer of the Amenities. The Amenities Owner may sell, encumber or convey the Amenities and any or all of the Amenities Facilities and/or Amenities Property to any Person in its sole and absolute discretion at any time prior to Transfer of Control. Among others, such Person may be the Master Association (as more specifically provided in Section 9.20 hereof).

ARTICLE 5: PAYMENTS TO BE MADE TO THE AMENITIES OWNER BY THE USERS AND LIEN RIGHTS

5.1 Amenities Fees and Charges. In consideration of the rights for Users established in this Amenities Declaration for use of the Amenities Facilities, the Owner(s) of a Home is obligated to pay in advance all Amenities Fees and Charges which are set forth herein, and also is obligated to abide by any

applicable Rules and Regulations. If a Home is owned by more than one Owner, then the obligation to pay Amenities Fees and Charges shall be joint and several.

5.2 Amenities Fee.

5.2.1 Provisions Applicable to Deeded Users. Each Owner that is a Deeded User agrees to pay, in a timely fashion when due and without setoff or reduction, to the Amenities Owner, or its designees, the Amenities Fee in the amount established from time to time by the Amenities Owner for each Owner's pro rata portion of the costs and expenses necessary and required for the costs and expenses of owning, operating, managing, maintaining and insuring all of the Amenities and all of the Amenities Facilities. The Amenities Owner, in its sole discretion, may require the Owner of a Home to pay the Amenities Expenses Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns. As of the date this Amenities Declaration is recorded, the Amenities Owner intends to collect the Amenities Fee in advance on an annual basis, but reserves the right to change the payment period to a monthly or quarterly basis or some other time period. The initial installment of the Amenities Fee to be paid by each Owner will be prorated based on the date on which the Owner takes title to a Home.

5.2.2 Provisions Applicable to Non-Deeded Users. A Non-Deeded User may be required to pay, in a timely fashion when due, to the Amenities Owner, or its designees, an Amenities Fee in an amount established from time to time by the Amenities Owner for such Non-Deeded User's level and degree of use of the Amenities. The Amenities Owner may also create other classifications of use for which an Amenities Fee may be required to be paid. Any Amenity Fee charged by the Amenities Owner against a Non-Deeded User does not necessarily have to be in an amount (prorated or otherwise) that would be equal to an amount to be paid by a Deeded User for like use ability.

5.3 Special Charges.

5.3.1 Special Use Charges. The Amenities Owner shall have the right to establish from time to time, by the Rules and Regulations or otherwise, specific charges or special charges ("Special Use Charges"), which will be charged as applicable for costs of goods, special services or facilities provided to a User relating to the special use of the Amenities or tickets for shows, special events or performances held in the Amenities Facilities. Special Use Charges shall be payable at such time as determined by the Amenities Owner.

5.3.2 Special Amenities Charges. If an Owner, other Deeded Users having access and use rights through regular residency in the same Home, the houseguests or lessees of such Deeded Users, or any Non-Deeded User does anything which increases the cost of maintaining or operating the Amenities, or cause damage to any part of the Amenities Facilities or the Amenities Property, the Amenities Owner may levy an additional and special charge against such Owner or Non-Deeded User (as the case may be) in the amount necessary to pay such increased cost or repair such damage, and enforcement of collection of such amount shall be as provided hereinafter.

5.4 Statement of Account Status. Upon demand, and for a reasonable charge, the Amenities Owner, or its manager or agent, shall furnish to an Owner a certificate in writing setting forth whether their respective Amenities Fees and Charges have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

5.5 Taxes. The Amenities Fees shall include any and all sales, use and other governmental taxes due and owing in connection with the use rights provided to Owners hereunder. If a Special Amenities Charge or a Special Use Charge is levied upon an Owner or a Non-Deeded User, such Owner or Non-Deeded User shall be required to pay any and all sales, use and other governmental taxes due and owing in connection therewith, and shall be required to remit such tax payments to the Amenities Owner at the time of payment of the Special Amenities Charge or a Special Use Charge. When levying a Special

Amenities Charge or a Special Use Charge, the Amenities Owner shall be required to notify the Owner or the Non-Deeded User of the amount of taxes that are due and owing in such regard.

5.6 Continuing Obligations. Each Owner's obligations to pay the Amenities Fees and Charges shall be perpetual regardless of whether such Owner's Home is only seasonally occupied, destroyed, renovated, replaced, rebuilt or leased.

5.7 Payment Per Home. The Owner of a Home shall pay the Amenities Fees charged by Amenities Owner for such Home. If an Owner owns more than one Home, the Amenities Fees are payable for each and every Home owned by such Owner. If a Home is leased, the Owner shall remain responsible for the payment of the Amenities Fees, although the Owner may collect same from the lessee through the lease payments.

5.8 Excuse or Postponement. The Amenities Owner may excuse or postpone the Amenities Fees and Charges in its sole and absolute discretion.

5.9 Exemption for Amenities Owner and Declarant. Under no circumstances shall the Amenities Owner or Declarant be required to pay any Amenities Fees and Charges.

5.10 Commencement of Charges. The obligation to pay the Amenities Fees and Charges shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner from Declarant or another developer or builder within the Residential Property.

5.11 Collection of Amenities Fees and Charges. The Amenities Owner shall collect from the Owners in advance the Amenities Fees and Charges directly, by and through the manager of the Amenities Facilities, or by other means chosen in the sole discretion of Amenities Owner. With regard to Non-Deeded Users, the Amenities Owner shall collect applicable Amenities Fees and Charges in any manner determined by the Amenities Owner from time to time in its sole discretion.

5.11.1 Master Association as Collection Agent. Pursuant to a separate agreement or arrangement between Amenities Owner and the Master Association, the Amenities Owner shall have the power to contract with the Master Association for the Master Association to collect the Amenities Fees and other Amenities Fees and Charges due to the Amenities Owner from the Owners pursuant to this Amenities Declaration at the same time the Master Association collects assessments from the Owners pursuant to the Master Declaration. As more particularly provided in the arrangement with the Master Association, the Master Association shall hold the collected funds in trust for the Amenities Owner and shall forward all amounts due to the Amenities Owner, together with a record of which Owners did and did not pay.

5.11.2 Record Keeping. If the Amenities Owner arranges with the Master Association for the Master Association to collect Amenities Fees and Charges from the Owners and if directed in writing by the Amenities Owner, the Master Association shall use computer software or accounting practices acceptable to Amenities Owner in connection with the Master Association's record keeping responsibilities respecting the Amenities Fees and Charges due to the Amenities Owner pursuant to this Amenities Declaration.

5.11.3 Diligence. If the Amenities Owner arranges with the Master Association to collect Amenities Fees and Charges due to the Amenities Owner pursuant to this Amenities Declaration, the Master Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of the Amenities Owner.

5.11.4 Application of Funds. If the Master Association agrees to collect Amenities Fees and/or other Amenities Fees and Charges due to the Amenities Owner from the Owners pursuant to this Amenities Declaration, and the Master Association collects such monies and Master Association assessments from a particular Owner for any period (whether or not those funds are designated as payment

of Amenities Fees and Charges or Master Association assessments), those funds shall be first allocated to the payment of Amenities Fees and Charges and then to the payment of Master Association assessments.

5.11.5 Collection from and Enforcement Against Non-Deeded Users. The Amenities Owner shall be solely responsible for collecting any Amenities Fees and Charges due and owing from the Non-Deeded Users. If a Non-Deeded User fails to pay Amenities Fees and Charges in the time frame prescribed by the Amenities Owner, the Amenities Owner shall be immediately entitled to suspend or terminate the use and access rights of such Non-Deeded User, and the Amenities Owner shall also have an action at law to recover any outstanding amounts due and owing (although the Amenities Owner shall have no obligation to undertake any such legal action for recovery of the funds).

5.12 Creation of the Lien and Personal Obligation for Payment of Amenities Fees and Charges by Owners.

5.12.1 Claim of Lien. Each Owner, by acceptance of title to a Home, shall be deemed to have covenanted and agreed that the Amenities Fees and Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy for the nonpayment thereof in whole or in part, shall be secured by a lien in favor of the Amenities Owner encumbering each such portion of the Residential Property owned by the Owner. Such lien shall be active and payable upon recording a claim of lien in the public records of the County stating the description of the real property, the name of the Owner, and the amounts due as of that date; however, the priority of the lien shall relate back to the date this Amenities Declaration are recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Amenities Fees and Charges, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner at the time such Amenities Fees and Charges became due and owing, as well as the Owner's heirs, devisees, personal representatives, successors or assigns and grantees. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary or for reimbursement.

5.12.2 Subordination of the Lien to First Mortgagees. Notwithstanding the priority established in Section 5.13.1, the lien for Amenities Fees and Charges shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the public records of the County prior to the recording of the claim of lien. The claim of lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a claim of lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any sale or transfer pursuant to a foreclosure (or deed in lieu of foreclosure) by a Lender shall not relieve the Owner from liability for failure to pay Amenities Fees and Charges. The Amenities Owner shall have the right, but not the obligation, to cure any default under a mortgage held by such Lender within the time periods applicable to Owner. In the event the Amenities Owner makes such payment on behalf of an Owner, the Amenities Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be a Special Amenities Charge payable by such Owner with appropriate interest.

5.13 No Set-Offs. No Owner shall have the right to set-off or reduce any Amenities Fees and Charges by any claims that such Owner may have or may claim to have against the Amenities Owner or against Declarant.

5.14 Remedies of the Amenities Owner for Non-Payment. If any Amenities Fees and Charges are not paid by an Owner within 10 days after the due date, a late fee (to compensate the Amenities Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by the Amenities Owner pursuant to the Rules and Regulations, together with interest on all amounts payable to Amenities Owner in an amount equal to 15% per annum or such other rate as may be

from time to time determined by the Amenities Owner (provided, however, that such rate of interest shall not exceed the maximum rate not constituting usury under Florida law), beginning from the due date until paid in full, shall be levied (and in no manner shall the total amount of penalties and interest to be charged against an Owner exceed the usury rate as applicable in the State of Florida). The Amenities Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the delinquent Amenities Fees and Charges and/or foreclose the lien against the Home. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. The Amenities Owner shall not be required to bring such an action if it believes that the best interests of the Amenities would not be served by doing so. There shall be added to the claim of lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. The Amenities Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action (meaning that a suit to recover a money judgment for unpaid Amenities Fees and Charges may be maintained without foreclosing, waiving, or otherwise impairing the security of the Amenities Owner's lien or its priority).

5.15 Foreclosure. The lien for sums levied and charged pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by the Amenities Owner, including, but not limited to, reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration or bankruptcy proceeding, or any appeal therefrom). All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Amenities Owner any Amenities Fees and Charges against the Home that become due during the pendency of the foreclosure, which Amenities Fees and Charges also are secured by the lien foreclosed. The Amenities Owner has the right and power to bid at the foreclosure or other legal sale to acquire the Home foreclosed, or to acquire such Home by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Home or other property as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

5.16 Reimbursement of Fee for Worthless Check. In the event the Amenities Owner incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Amenities Owner for the payment of any Amenities Fees and Charges due to the Amenities Owner, the issuer of such worthless or otherwise uncollectible check shall reimburse the Amenities Owner for such bank service charge or fee incurred.

5.17 Acceleration. In the event of a default in the payment of any Amenities Fees and Charges, the Amenities Owner may accelerate the Amenities Fees and Charges (as may be applicable) for the next ensuing 12 month period, and for 12 months from each subsequent delinquency.

5.18 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, the Amenities or abandonment of a Home.

5.19 Suspension of Use Rights of an Owner. Should an Owner not pay sums required hereunder, or otherwise default, for a period of 30 days, the Amenities Owner may, without reducing or terminating an Owner's obligations hereunder, suspend the Owner's (or in the event the Home is leased, the lessee's) rights to use the Amenities (and the rights of all other Users and guests associated with such Owner) until all fees and charges are paid current and/or the default is cured. Suspension is provided for in Article 8 hereof.

5.20 Resale Capital Contribution. Subsequent to the initial sale of a Home, upon the conveyance of a Home from one person to another, the purchaser of the Home shall pay to the Amenities

Owner a "Resale Capital Contribution." This sum shall be used and applied as a working capital fund for the benefit of the Amenities Owner, and shall not be refundable or applied as a credit against the Owner's payment of Amenities Fees and Charges. The Amenities Owner shall set the amount of the Resale Capital Contribution from time to time. Different types of Homes may be required to pay differing amounts for the Resale Capital Contribution.

5.22 Restrictions on Use Rights. Notwithstanding any provision herein to the contrary, if an Owner is not paying Amenities Fees for any reason, such Owner shall not have any rights to use the Amenities until all required fees have been paid to the Amenities Owner.

ARTICLE 6: MAINTENANCE AND REPAIR OBLIGATIONS

The Amenities Owner shall maintain, or provide for the maintenance of, all of the Amenities Facilities and the Amenities Property so that such Amenities Facilities and Amenities Property shall be in reasonable good working order and condition.

ARTICLE 7: USE RESTRICTIONS

7.1 General Restrictions. The Amenities Owner has adopted the following general restrictions governing the use of the Amenities. Each User and any other person entitled to use the Amenities shall comply with following general restrictions:

7.1.1 Minors. Except as otherwise specifically provided herein or as otherwise permitted by the Amenities Owner, minors under the age of 16 are not permitted to use the Amenities Facilities without adult supervision. Minors 16 years of age and older may use the fitness room either with adult supervision or without adult supervision if such minor's parent or legal guardian releases the Amenities Owner from liability for such use pursuant to consent form(s) provided by the Amenities Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damage to the equipment in the fitness center caused by such minors. Minors under 16 years of age are not permitted to use the swimming pool without adult supervision. Parents are responsible for the actions and safety of such minors and any damage to the swimming pool caused by such minors. Notwithstanding the foregoing, if minors use the Amenities Facilities without the proper execution of a consent form or without adult supervision, the Amenities Owner is and shall not be liable for the actions of such minors. By virtue of using the Amenities Facilities, each parent of a minor using the Amenities Facilities does thereby unconditionally, fully and completely release Declarant and Amenities Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Released Parties") from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which the minor or the parent has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Amenities Facilities by the minor, including, but not limited to, the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Amenities Facilities and specifically including, but not being limited to, claims or liabilities arising from the death of or personal injury to the minor, all of which are waived. This release and waiver is intended to be as broad and inclusive as permitted from time to time by the laws of the State of Florida.

7.1.2 Responsibility for Personal Property and Persons. Each User assumes sole responsibility for the health, safety and welfare of such User, guests, and the personal property of all of the foregoing, and each User shall not allow any of the foregoing to damage the Amenities Facilities or the Amenities Property or interfere with the rights of other Users hereunder. Each Owner shall remain liable for all actions of an Owner's tenants, even if there is language to contrary contained in the lease agreement.

7.1.3 Personal Property, Cars and Private Electric Carts. The Amenities Owner is not responsible for any loss or damage to any private property used, placed or stored on the Amenities

Facilities or the Amenities Property. Without limiting the foregoing, any person parking a car or a Private Electric Cart (as defined in the Master Declaration) within any parking areas located on the Amenities Property assumes all risk of loss with respect to his or her car or Private Electric Cart in the parking areas. Further, any person entering the Amenities Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars or Private Electric Cart, and wallets, books, clothing or any other item of personal property left in the pool areas.

7.1.4 Activities. Any User, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Amenities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Amenities Owner, either on or off the Amenities Facilities, shall do so at their own risk. Every User shall be liable for any property damage and/or personal injury at the Amenities, or at any activity or function operated, organized, arranged or sponsored by the Amenities Owner, caused by any User or guest. No User may use the Amenities Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising or other purposes without the prior written consent of the Amenities Owner, which consent may be withheld for any reason.

7.1.5 Nuisances. No nuisance shall be permitted within the Amenities Facilities or upon the Amenities Property, and no use or practice which is an unreasonable source of annoyance to any User or other user of the Amenities or which shall interfere with the peaceful and proper use of the Amenities by any other person shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Users.

7.1.6 Property Belonging to the Amenities Owner. No Person other than the Amenities Owner shall be entitled to remove any property or furniture belonging to the Amenities from the room in which it is placed or from the Amenities Facilities.

7.2 Release of the Amenities Owner. In addition, each Owner by virtue of accepting title to a Home and each other User by virtue of its use of the Amenities Facilities, does unconditionally, fully and completely release the Released Parties from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which such Owner or User has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Amenities Facilities, including, but not limited to, the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Amenities Facilities, and specifically including, but not being limited to, claims or liabilities arising from death of or personal injury, all of which are waived. This release and waiver is intended to be as broad and inclusive as is permitted from time to time by the laws of the State of Florida.

7.3 Attorneys' Fees. Should any Deeded User or Owner bring suit against the Amenities Owner or any of the Indemnified Parties (as defined hereinafter) for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Deeded User or Owner shall be liable to such parties for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees incurred before trial, upon appeal or in any bankruptcy or administrative proceeding.

7.4 Rules and Regulations.

7.4.1 Initial Rules and Regulations. In addition to the terms of this Article, the Amenities Owner may establish Rules and Regulations for the governance of use privileges of the Users of the Amenities Facilities.

7.4.2 Additions or Changes to the Rules and Regulations. The Amenities Owner may promulgate additional Rules and Regulations or change the existing Rules and Regulations in its sole discretion. Such Rules and Regulations shall be specifically binding upon each User and their guests. Copies of such Rules and Regulations as amended from time to time shall be posted in the Amenities Facilities. Copies will also be furnished to any User or guest upon request. Amenities Owner shall not be required to record the Rules and Regulations or any additions or changes to the Rules and Regulations, however, Amenities Owner may do so in its sole discretion. The Rules and Regulations as well as the use restrictions from Article 7 hereof shall apply to all Users and to all guests and lessees of Users. Since the Amenities Owner may modify the Rules and Regulations at any time and does not need to record same in the records of the County, no User should assume that the Rules and Regulations previously provided to an Owner or any recorded additions or changes thereto are complete and up to date at a later time. Users should always check with the representatives of the Amenities Owner at the Amenities Facilities for the latest Rules and Regulations.

7.5 Waiver of Rules and Regulations. The Amenities Owner may waive the application of any Rules and Regulations to one or more Owners, Users, lessees and guests in the Amenities Owner's sole and absolute discretion. A waiver may be revoked at any time upon prior written notice.

ARTICLE 8: SUSPENSION OR TERMINATION OF USE PRIVILEGES

8.1 Basis For Suspension. The use privileges of a User may be suspended by Amenities Owner if, in the sole judgment of the Amenities Owner:

- 8.1.1 such person is not a User or a lessee or houseguest of same;
- 8.1.2 the User, or tenant or guest thereof, violates one or more of the provisions of this Amenities Declaration or the Rules and Regulations;
- 8.1.3 an Owner fails to pay Amenities Fees and Charges in a proper and timely manner;
- 8.1.4 a User and/or guest has injured, harmed or threatened to injure or harm any person within the Amenities Facilities or on the Amenities Property, or harmed, destroyed or stolen any personal property within the Amenities Facilities, whether belonging to a third party or to the Amenities Owner;
- 8.1.5 submits false information to the Amenities Owner;
- 8.1.6 permits his or her User Card to be used by anyone other than the designated holder; or
- 8.1.7 exhibits unsatisfactory behavior, conduct or appearance.

8.2 Types of Suspension. The Amenities Owner may restrict or suspend, for cause or causes described in the preceding Section, use privileges regarding any or all of the Amenities Facilities or the Amenities Property. By way of example, and not as a limitation, the Amenities Owner may suspend the use privileges of a lessee if such lessee's Owner fails to pay Amenities Fees and Charges due in connection with a leased Home. No User whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Amenities Fees and Charges or any other fees. During the restriction or suspension, Amenities Fees and Charges, as may be applicable, shall continue to accrue and be payable. Under no circumstance will a User be reinstated until all Amenities Fees and Charges and other amounts due to the Amenities Owner are paid in full.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Easement for Public Service Use and Public Utilities and Construction; Easement for Marina Use.

9.1.1 Declarant hereby reserves and covenants for itself and its successors and assigns easements of ingress and egress over and across the Amenities Property for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Amenities Property for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Community.

9.1.2 Declarant declares that the general public, via the paved roadways of the Community and designated parking contained within the Amenities Property (as and to the extent applicable) and the Community, shall have the ability to access the marina facilities contained on submerged lands lying adjacent to the Community through access to the marina leasing office contained within the Amenities so as to be able to participate in slip leasing opportunities. This right of access for the general public does not grant access or any right to use of the Amenities Facilities, and only shall permit access to the marina leasing office contained within the Amenities. Each Owner, by virtue of accepting title to a Home, each other User, by virtue of its use of the Amenities Facilities, and the Master Association acknowledges and agrees, and shall be deemed to have acknowledged and agreed, to these limited rights vested in the general public.

9.2 Non-Exclusive License. The provisions of this Amenities Declaration do not grant any ownership rights in the Amenities in favor of the Users, but rather grant a non-exclusive license to use the Amenities subject to full compliance with all obligations imposed by this Amenities Declaration and the Rules and Regulations. No third party is intended as a beneficiary of this Amenities Declaration.

9.3 Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to the Amenities Owner. If the Amenities Owner elects, in the Amenities Owner's sole and absolute discretion, to reconstruct the Amenities Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Amenities Facilities; provided, however, the Amenities Owner shall have the right to change the design or facilities comprising the Amenities in its sole and absolute discretion. There shall be no abatement in payments of Amenities Charges or Amenities Fees during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Amenities Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of the Amenities Owner. If the Amenities Owner elects not to reconstruct the Amenities Facilities, the Amenities Owner may unilaterally terminate this Amenities Declaration by instrument recorded in the public records of the County.

9.4 Risk of Loss. The Amenities Owner shall not be liable for, and the Users assume, all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Amenities on account of casualty, water or the bursting or leaking of any pipes or wastewater about the Amenities, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Amenities Declaration. No Owner shall be entitled to cancel this Amenities Declaration or any abatement in Amenities Fees and Charges on account of any such occurrence.

9.5 Eminent Domain. If, during the operation of this Amenities Declaration, an eminent domain proceeding is commenced affecting the Amenities Property and/or the Amenities Facilities, then in that event, the following conditions shall apply:

9.5.1 Complete Taking. If the whole or any material part of the Amenities Property and/or the Amenities Facilities is taken under the power of eminent domain, the Amenities Owner may

unilaterally terminate this Amenities Declaration by written instrument recorded in the public records of the County. All damages awarded in relation to the taking shall be the sole property of the Amenities Owner.

9.5.2 Partial Taking. Should a portion of the Amenities Property and/or the Amenities Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Amenities Property so that the Amenities Owner determines the taking is in effect a complete taking, then, in such event, the Amenities Owner shall have the option, to the extent legally possible, utilize, a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Amenities, or to terminate this Amenities Declaration as provided in Section 9.5.1 above. All damages awarded in relation to the taking shall be the sole property of the Amenities Owner, and the Amenities Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

9.6 Indemnification of the Amenities Owner and Declarant. Each Owner and User covenants and agrees to indemnify, defend and hold harmless Declarant and the Amenities Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Indemnified Parties") from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life, or damage to property, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Amenities Property or the Amenities Facilities by such Owner or User (or the use of the Amenities Facilities or Amenities Property by any minor, houseguest, licensee, lessee or other guest or invitee of such Owner or User or the use of the Amenities Facilities or Amenities Property by any User sharing a Home with such Owner) or otherwise resulting from or arising out of the activities or operations of such Owner or User. The terms and provisions of this Section 9.6 shall include an obligation to indemnify the Indemnified Parties from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Amenities Declaration.

9.7 No Waiver. The failure of the Amenities Owner in one or more instances to insist upon strict performance or observance of one or more of this Amenities Declaration or conditions hereof or to exercise any remedy, privilege or option conferred upon or reserved to the Amenities Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by the Amenities Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of the Amenities Owner with respect to a User shall be effective unless made by the Amenities Owner in writing. This indemnification is intended to be as broad and as inclusive as is permitted from time to time by the laws of the State of Florida.

9.8 Franchises and Concessions. The Amenities Owner shall have the power and may grant franchises or concessions, including without limitation concessions for vending machines, to commercial concerns on all or part of the Amenities Property or within the Amenities Facilities and shall be entitled to all income derived therefrom.

9.9 Resolution of Disputes. By acceptance of title to a Home, each Owner agrees that this Amenities Declaration comprise a very complex document. Accordingly, each Owner agrees that justice will best be served if all disputes respecting this Amenities Declaration are heard by a judge and not a jury. Any claim, demand, action, or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross claim, whether in contract and/or in tort (regardless if the tort action is or is not presently recognized under Florida law), based on, arising out of, in connection with or in any way related

to this Amenities Declaration, including any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party, shall be heard in a court proceeding by a judge and not a jury.

9.10 Venue. Each Owner acknowledges regardless of where such Owner (i) executed a purchase and sale agreement, (ii) resides, (iii) obtains financing or (iv) closes on a Home, this Amenities Declaration legally and factually was executed in the County or in Lee County, where Declarant's corporate headquarters is located. The Amenities Owner has an office in the County, and the Residential Property is located in the County. Accordingly, an irrefutable presumption exists that the only appropriate venue for the resolution of any dispute lies in the County. In addition to the foregoing, each Owner, builder and the Amenities Owner agree that the venue for resolution of any dispute lies in the County.

9.11 Release. Before accepting title to a Home or any portion of the Property subject to this Declaration, each Owner has an obligation to retain an attorney in order to confirm the validity of this Amenities Declaration. By acceptance of a deed to a Home or any portion of the Property subject to this Declaration, each Owner acknowledges that he or she has sought (or had the option to seek) and received (or declined to obtain) such an opinion or has made an affirmative decision not to seek such an opinion. The Amenities Owner is relying on each Owner confirming in advance of acquiring a Home or any portion of the Property subject to this Declaration that this Amenities Declaration are valid, fair and enforceable. Such reliance is detrimental to the Amenities Owner. Accordingly, an estoppel and waiver exists prohibiting each Owner from taking the position that any provision of this Amenities Declaration is invalid in any respect. As a further material inducement for the Amenities Owner to subject the Amenities Property to this Amenities Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge each of the Released Parties from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever in law or in equity which an Owner may have in the future, or which any personal representative, successor, heir or assign of Owner hereafter can, shall or may have against the Amenities Owner, its officers, directors, employees, and agents, and its affiliates and assigns, for, upon or by reason of any matter, cause or thing whatsoever respecting this Amenities Declaration, or the exhibits hereto. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

9.12 Amendment. The Amenities Owner shall have the right to amend this Amenities Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, however, that no amendment shall alter the provisions of this Amenities Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the public records of the County. The Amenities Owner's right to amend under this provision is to be construed as broadly as possible. Without limiting the generality of the foregoing, the Amenities Owner, without the joinder or consent of any person or entity whatsoever, may amend and restate this Amenities Declaration in its entirety in order to consolidate this Amenities Declaration and any supplements or amendments thereto into one document. Notwithstanding any provision to the contrary, upon transfer of the Amenities to the Master Association pursuant to the provisions of Section 9.20 hereof, this Amenities Declaration shall thereafter be amended only upon (a) the approval of a majority of the members of the Master Association's board of directors, and (b) an affirmative vote of at least 66% of the total voting interests in the Master Association.

9.13 Headings. The headings within this Amenities Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

9.14 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.15 Term. The covenants and restrictions of this Amenities Declaration shall run with and bind the Residential Property and the Amenities Property covered thereby, and shall inure to the benefit of and be enforceable by Declarant and the Amenities Owner and to the benefit and burden of the Owners and

Users and their respective legal representatives, successors, heirs and assigns, for a term of 30 years from the date this Amenities Declaration is recorded in the public records of the County, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, approved by Amenities Owner, has been recorded in the public records of the County agreeing to terminate such covenants in whole or in part, prior to the end of the initial 30 year period or any subsequent 10 year period.

9.16 Future Deeds of Conveyance. Each Owner, by virtue of taking title to a Home, hereby agrees that the deed of conveyance of the Home to a third party shall specifically state that the Home is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Homes.

9.17 Costs and Attorneys' Fees. In any proceeding arising out of this Amenities Declaration either directly or indirectly or with regard to any alleged violation of the Rules and Regulations, as the same may be respectively amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

9.18 Interpretation. The provisions of this Amenities Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. In the event that there is any ambiguity or question regarding the provisions of this Amenities Declaration, Declarant's reasonable determination and interpretation of such matter shall be conclusive and binding.

9.19 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be sent postage prepaid via the U.S. Mail and addressed to the intended recipient at the address given in writing by such person to Declarant or the Amenities Owner for the purpose of service of such notice, or to the Home address of such Person if no other address has been given to Declarant or the Amenities Owner. Such address may be changed from time to time by notice in writing to Declarant or the Amenities Owner. Such notice shall be deemed received as of the time personally received and signed for if by personal delivery, or 5 days after the time the notice was postmarked.

9.20 Transfer of the Amenities to the Master Association.

9.20.1 Obligation to Transfer Amenities. The Amenities Owner shall transfer the Amenities, by quit-claim deed, to the Master Association on or before the date of Transfer of Control pursuant to the terms and conditions of this Section 9.20.

9.20.2 Expenses of Transfer. The Master Association shall pay to the Amenities Owner, on the date of transfer, all of the costs and expenses necessary to effect transfer of the Amenities, including, but not limited to, the cost of the owner's policy of title insurance, all documentary stamp taxes and recording fees due and owing in connection with the transfer, the Amenities Owner's attorneys' fees, and the cost of preparing all closing and transfer documents. There shall be no purchase price required for the conveyance of the Amenities to the Master Association, as all such costs will have been paid by the Owners as part of the purchase price for their Home.

9.20.3 Nature of Transfer. The conveyance of the Amenities Property shall be subject to all easements, restrictions, reservations, conditions, limitations and declarations of record as of the date of transfer (including, without limitation, this Amenities Declaration), real estate taxes for the year of transfer, zoning and land use regulations, and matters that would be shown on an accurate survey of the Amenities

Property, and will be made without warranty and with all faults as are reasonable and expected for facilities of like age and construction. At the time of transfer, the Amenities will be in good working condition (reasonable wear and tear excepted), and cleaned in an ordinary and usual manner. The Master Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Amenities. The Master Association shall, and does hereby, indemnify and hold the Amenities Owner harmless on account thereof. The Master Association shall be obligated to accept such conveyance without setoff, condition or qualification of any nature. The Amenities Property and the Amenities Facilities shall be conveyed in an "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PROPERTY BEING CONVEYED.

9.20.4 Documentation of Transfer. At the time that the Amenities are transferred to the Master Association, the Amenities Owner shall be obligated to deliver the following (at the expense of the Master Association as provided in Section 9.20.2 hereof):

9.20.4.1 a quit-claim deed for the Amenities Property;

9.20.4.2 a quit claim bill of sale for all items of personal property contained within, about or pertaining to the Amenities;

9.20.4.3 an owner's policy of title insurance; and

9.20.4.4 all affidavits and other documents necessary to effect the transfer of the Amenities.

9.20.5 Payments by Owners. At the time of transfer of the Amenities to the Master Association, the Owners will no longer be obligated to pay any monies to the Amenities Owner under this Amenities Declaration, but shall be required to pay its pro rata portion of any charges levied by the Master Association pursuant to this Amenities Declaration or the Master Declaration.

9.20.6 Acknowledgement and Agreement of the Master Association. The Master Association, by virtue of execution of a joinder and consent instrument, acknowledges and agrees to the terms and provisions of this Amenities Declaration, most specifically those contained in Section 9.20 hereof.

9.21 Acknowledgements and Agreements by Owners. Each Owner, by virtue of taking title to a Home subject to this Amenities Declaration, agrees and shall be deemed to agree with the following:

9.21.1 the provisions and enforceability of this Amenities Declaration were a material consideration in the initial conveyance by Declarant of such Home to the Owner (or his predecessor in title), and that Declarant would not have made such conveyance had this Amenities Declaration not been included and enforceable as provided herein;

9.21.2 it is in the best interest of each Owner, for the Community as a whole and for property values therein to provide that the Amenities be contained within the Community;

9.21.3 there were significant other housing opportunities available to each Owner in the general location of the Community, and that the Home and the rights to use the Amenities pursuant to this Amenities Declaration were material in each Owner's decision to purchase a Home in the Community and were considered to be a "single product";

9.21.4 the Amenities are an integral part of the Community;

9.21.5 full disclosure of the nature of the Amenities and the obligations and rights associated therewith was made to each Owner prior to that Owner purchasing a Home;

9.21.6 each Owner had the opportunity to consult with an attorney concerning the provisions of this Amenities Declaration; and

9.21.7 the terms of this Amenities Declaration do not grant any ownership rights in the Amenities (save and except for indirect ownership rights resulting from the Master Association coming into ownership of the Amenities pursuant to Section 9.20 hereof), but rather grant a non-exclusive right to use the Amenities subject to compliance with the terms and provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Declaration to be executed by its authorized officer and affixed its corporate seal as of this 20th day of February, 2007.

WITNESSES:

WCI Communities, Inc., a Delaware corporation

Name: Mary B. Taffaro
Print Name: MARY B. TAFFARO

By: [Signature]
Wanda Z. Cross, Vice President

Name: Constance Mitchell
Print Name: Constance Mitchell

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of February, 2007, by Wanda Z. Cross, as Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)

Dana M. Harris
(Signature)

Name: Dana M. Harris
(Legibly Printed or Typed)

Notary Public, State of Florida

DD576468
(Commission Number, if any)



JOINER AND CONSENT

Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Amenities Declaration for Lost Key Marina & Yacht Club (most specifically the provisions of Section 9.20 thereof) to which this instrument is attached.

Dated this 20th day of February, 2007.

WITNESSES:

Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation

Name: Mary B. Taffaro
Print Name: MARY B. TAFFARO

By: [Signature]
Name: WANDA Z. CROSS
Title: PRESIDENT

Name: Constance Mitchell
Print Name: Constance Mitchell

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20 day of February 2007, by Wanda Z. Cross, as President of Lost Key Marina & Yacht Club Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Dana M. Harris
(Signature)

Name: Dana M. Harris
(Legibly Printed or Typed)
Notary Public, State of Florida

DD576468
(Commission Number, if any)

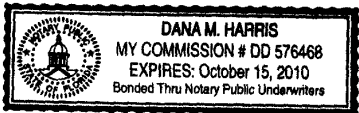


Exhibit A

Description of the Amenities Property

February 07, 2007

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a subdivision in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 2 at page 68 of the Public Records of said County; thence run North $78^{\circ}11'50''$ East along the South right-of-way line of Gulf Beach Highway for 423.05 feet to an one-inch iron pipe; thence (this call and the succeeding two calls are along the West line of Lost Key Marina and Yacht Club) South $11^{\circ}50'40''$ East for 250.09 feet; thence North $78^{\circ}12'50''$ East for 26.12 feet; thence South $11^{\circ}43'12''$ East for 497.56 feet; thence North $62^{\circ}40'15''$ East for 94.91 feet to the Point of Beginning; thence North $11^{\circ}49'03''$ West for 27.41 feet; thence North $23^{\circ}47'55''$ East for 36.70 feet to the Point of Curvature of a curve concave to the West having a radius of 5.00 feet and a delta angle of $44^{\circ}11'06''$; thence in a Northerly direction along arc of said curve for a distance of 3.86 feet (Chord bearing North $01^{\circ}42'22''$ East, Chord distance 3.76 feet) to the Point of Tangency; thence North $20^{\circ}23'11''$ West for 43.64 feet to the Point of Curvature of a curve concave to the Southwest having a radius of 5.00 feet and a delta angle of $96^{\circ}45'05''$; thence in a Northwesterly direction along the arc of said curve for a distance of 8.44 feet (Chord bearing North $68^{\circ}45'44''$ West, Chord distance 7.48 feet) to the Point of Tangency; thence South $62^{\circ}51'44''$ West for 31.03 feet to the Point of Curvature of a curve concave to the North having a radius of 5.00 feet and a delta angle of $45^{\circ}00'00''$; thence in a Westerly direction along the arc of said curve for a distance of 3.93 feet (Chord Bearing South $85^{\circ}21'44''$ West, Chord distance 3.83 feet) to the Point of Tangency; thence North $72^{\circ}08'16''$ West for 29.55 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 8.00 feet and a delta angle of $59^{\circ}51'37''$; thence in a Northwesterly direction along the arc of said curve for a distance of 8.36 feet (Chord Bearing North $42^{\circ}12'48''$ West, Chord distance 7.98 feet) to the Point of Tangency; thence North $12^{\circ}16'39''$ West for 24.07 feet to the Point of Curvature of a curve concave to the Southeast having a radius of 23.50 feet and a delta angle of $52^{\circ}32'21''$; thence in a Northeasterly direction along the arc of said curve for a distance of 21.55 feet (Chord Bearing North $13^{\circ}59'31''$ East, Chord Distance 20.80 feet) to a point on the South line of an existing 30 foot wide Access and Utility Easement (the following four calls follow said existing Access and Utility Easement line); thence North $62^{\circ}52'27''$ East for 164.43 feet to the Point of Curvature of a curve concave to the Northwest having a radius of 115.00 feet and a delta angle of $13^{\circ}04'28''$; thence in a Northeasterly direction along arc of said curve for a distance of 26.24 feet (Chord Bearing North $56^{\circ}20'13''$ East, Chord Distance 26.19 feet) to the Point of Tangency; thence North $49^{\circ}47'59''$ East for a distance of 27.70 feet to the Point of Curvature of a curve concave to the Southeast having a radius of 85.00 feet and a delta angle of $17^{\circ}52'05''$; thence in a Northeasterly direction along arc of said curve for a distance of 26.51 feet (Chord Bearing North $58^{\circ}44'01''$ East, Chord Distance 26.40 feet); thence along West Line of Lost Key Yacht and Marina Club South $15^{\circ}17'39''$ East for 203.98 feet to a point on the North line of an Upland Buffer Easement; thence following said Upland Buffer Easement South $72^{\circ}23'07''$ West for 90.12 feet; thence South $66^{\circ}23'16''$ West for 49.70 feet; thence South $62^{\circ}40'15''$ West for 63.44 feet to the Point of Beginning.

Containing 0.87 acres, more or less.



Exhibit B
Legal Description of the Property Subject to the Master Declaration



Exhibit B-1
Legal Description of the Residential Property

Legal Description for Sketch of Condominium Property
(Building Envelope for Galia Condominium)
HMM Project No. 210213
July 2, 2005 (Revised: May 4, 2006)

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a Subdivision lying in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 2 at page 68 of the Public Records of Escambia County, Florida; thence run North 78°11'50" East along the South right-of-way of Gulf Beach Highway (66' R/W) for a distance of 423.05 feet to an one-inch iron pipe; thence departing said South right-of-way run South 11°50'40" East for a distance of 250.09 feet; thence run North 78°12'50" East for a distance of 26.12 feet; thence run South 11°43'12" East for a distance of 158.63 feet; thence run North 78°16'48" East for a distance of 25.84 feet to the Point of Beginning; thence run North 66°10'26" East for a distance of 262.24 feet; thence run South 23°49'34" East for a distance of 97.02 feet to a point on a non-tangent circular curve being concave to the South, having a radius of 856.50 feet and a central angle of 1°38'51"; said point also being on the North line of a 30-foot Access and Utility Easement; thence run Southwesterly along the arc of said curve and said Easement for an arc distance of 24.63 feet (Chord Bearing= South 71°19'22" West, Chord Distance= 24.63 feet) to a point of compound curvature with a circular curve being concave to the South, having a radius of 115.00 feet and a central angle of 19°51'47"; said point also being on said North line of Easement; thence run Southwesterly along the arc of said curve and said Easement for an arc distance of 39.87 feet (Chord Bearing= South 60°34'02" West, Chord Distance= 39.67 feet); thence departing said curve and said Easement run South 66°10'26" West for a distance of 204.69 feet; thence run North 23°49'34" West for a distance of 68.78 feet; thence run North 11°39'02" West for a distance of 30.59 feet to the Point of Beginning.

Contains 0.6021 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel A
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a Subdivision lying in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 2 at page 68 of the Public Records of Escambia County, Florida; thence run North 78°11'50" East along the South right-of-way of Gulf Beach Highway (66' R/W) for a distance of 423.05 feet to an one-inch iron pipe; thence departing said South right-of-way run South 11°50'40" East for a distance of 250.09 feet; thence run North 78°12'50" East for a distance of 26.12 feet; thence run South 11°43'12" East for a distance of 79.80 feet; thence run North 78°16'48" East for a distance of

31.44 feet to the Point of Beginning of Parcel A; thence run North 78°20'58" East for a distance of 18.00 feet to a point here forth known as Point 'A'; thence run South 11°39'02" East for a distance of 45.00 feet to a point here forth known as Point 'B'; thence run South 78°20'58" West for a distance of 18.00 feet; thence run North 11°39'02" West for a distance of 45.00 feet to the Point of Beginning.

Contains 810.00 square feet or 0.0186 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel B
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'A' of Parcel A; thence run North 78°20'58" East for a distance of 29.97 feet; thence run South 23°49'34" East for a distance of 2.29 feet to the Point of Beginning of Parcel B; thence run North 66°10'26" East for a distance of 54.00 feet to a point here forth known as Point 'C'; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 54.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 972.00 square feet or 0.0223 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel C
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'C' of Parcel B; thence run North 66°10'26" East for a distance of 10.00 feet to the Point of Beginning of Parcel C; thence continue North 66°10'26" East for a distance of 108.00 feet; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 108.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 1,944.00 square feet or 0.0446 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel D
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'B' of Parcel A; thence run North 78°20'58" East for a distance of 4.91 feet; thence run South 23°49'34" East for a distance of 5.59 feet to the Point of Beginning of Parcel D; thence run North 66°10'26" East for a distance of 54.00 feet to a point here forth known as Point 'D'; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 54.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 972.00 square feet or 0.0223 acres, more or less.

TOGETHER WITH

Legal Description for Sketch of Parcel E
(Parking Easement for Galia Condominium)
HMM Project No. 210213
July 20, 2006

A Parking Easement over and across a parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the aforesaid Point 'D' of Parcel D; thence run North 66°10'26" East for a distance of 48.97 feet to the Point of Beginning of Parcel E; thence continue North 66°10'26" East for a distance of 108.00 feet; thence run South 23°49'34" East for a distance of 18.00 feet; thence run South 66°10'26" West for a distance of 108.00 feet; thence run North 23°49'34" West for a distance of 18.00 feet to the Point of Beginning.

Contains 1,944.00 square feet or 0.0446 acres, more or less.

Exhibit B-2
Legal Description of the Dry Dock Condominium Property

February 07, 2007

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a subdivision in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 2 at page 68 of the Public Records of said County; thence run North 78°11'50" East along the South right-of-way line of Gulf Beach Highway for 423.05 feet to an one-inch iron pipe; thence South 67°08'02" East for 37.49 feet to the Point of Beginning; thence North 69°04'17" East for 217.92 feet; thence South 20°54'54" East for 154.28 feet; thence South 69°04'17" West for 217.92 feet; thence North 20°54'54" West for 154.28 feet to the Point of Beginning.

Containing 0.77 acres, more or less.

Exhibit B-3
Legal Description of the Upland Buffer Lands

February 07, 2007

A parcel of land lying and being in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 2, Quinavista Subdivision, a subdivision in Lot 1, Section 24, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 2 at page 68 of the Public Records of said County; thence run North 78°11'50" East along the South right-of-way line of Gulf Beach Highway for 423.05 feet to an one-inch iron pipe; thence (this call and the succeeding two calls are along the West line of Lost Key Marina and Yacht Club) South 11°50'40" East for 250.09 feet; thence North 78°12'50" East for 26.12 feet; thence South 11°43'12" East for 497.56 feet to the Point of Beginning; thence South 11°43'12" East for 10.38 feet; thence North 62°40'15" East for 160.81 feet; thence North 66°23'16" East for 48.85 feet; thence North 72°23'07" East for 89.20 feet; thence North 15°17'39" West for 10.01 feet; thence South 72°23'07" West for 90.12 feet; thence South 66°23'16" West for 49.70 feet; thence South 62°40'15" West for 158.35 feet to the Point of Beginning.

Containing 0.07 acres, more or less.