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19451-3 thru 11

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SEP 26 2006

PDS  
ALTAMONTE SVG. CTR.

September 26, 2006

William E. Carlie, Jr.  
St. Johns River Water Management District  
975 Keller Road  
Altamonte Springs, FL 32714-1618

Re: Transfer of permit to maintenance entity, Legends Subdivision  
Permit Number 4-069-19451-1 through 11

Dear Mr. Carlie:

This response is regarding your letter dated July 14, 2006 requesting additional information concerning the above mentioned subdivision.

1. Review of the project file indicates that engineering as-built certifications have not been submitted or verified by District staff for most of these permits. The District has received certifications for permits 4-069-19451-7, 40-069-19451-8, and 40-069-19451-10. District rules require that the system be certified as constructed and functioning in accordance with permitted plans and specifications prior to transfer to the operation and maintenance entity. Please submit an engineering as-built certification. (Sec. 40C-1.612 (3) and 40C-42.028 (1) (c) F.A.C.).

***Response 1:***

*Attached is a letter dated September 21, 2006 from the Engineer of Record, Duane K. Booth, P.E. with Booth, Ern, Straughan & Hiott, Inc. containing seven (7) copies of previously submitted MSSW/Stormwater As-built Certifications. The letter also contains three (3) original MSSW/Stormwater As-built Certifications of the remaining Legends projects. Please note that some of the certifications include one or more phases of the Legends Subdivision. All the certifications are included herein.*

2. Review of the project file indicates that a set of recorded Operation and Maintenance documents have not been received. District rules require that the permittee demonstrate that the proposed operation and maintenance entity exists and is capable of operating and maintaining the system. Please provide copies of the recorded Articles of Incorporation, and Covenants, Codes and Restrictions and all subsequent Amendments for this subdivision. (Sec. 40C-1.612 (3) F.A.C.)





**Response 2:**

*The recorded Declaration of Restrictions and Covenants for the Legends Golf and Country Club Community and subsequent amendments documents are enclosed for your records. Article 10.8.1 Duty to Maintain outlines the operation and maintenance responsibilities of the Association.*

3. Review of the permit file indicates that a copy of the instrument effectuating transfer has not been received by the District. Typically, this requirement is met by providing a copy of the recorded deed or plat that transfers or assigns interest in the real property that contains the surface water management system to the Homeowners Association. Please submit the required document.

**Response 3:**

*The recorded Plat for each of the communities, including the Legends Golf Club, are enclosed for your files. Each of the recorded plats clearly outlines that the stormwater management system and associated drainage easements shall be maintained by the Legends Golf and Country Club Community Association.*

If you have any questions please do not hesitate to contact our office at 407-682-9291.

Sincerely,

Mario Chavez, P.E.  
Vice President - Project Manager  
Orland Land Division

Enclosures

Cc: Bing Hacker, Lennar w/o encl.  
Christine Sodermark, Lennar w/o encl.  
Dan Boody, Lennar w/encl.  
Duane Booth, BESH w/o encl.

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VIA FEDERAL EXPRESS  
September 21, 2006

Mario Chavez  
Lennar Homes, Inc.  
101 Southhall Land, Suite 200  
Maitland, FL 32751

**RE: SJRWMD TRANSFER OF PERMIT TO MAINTENANCE ENTITY, LEGENDS  
SUBDIVISION (BESH #961504)**

Dear Mario:

Per your request, attached you will find one (1) copy of the previously submitted "MSSW/Stormwater As-built Certification by a Registered Professional" forms for the below listed Legends projects:

1. Legends Phase II - Permit #40-069-19451-6, sent 8/24/01.
2. Carrington - Permit #40-069-19451-5, sent 4/24/01.
3. Beacon Ridge Phase IV & Bridgestone Phase III - Permit #40-069-19451-9, sent 2/3/04.
4. Bridgestone Phase IV & Legends Phase IV - Permit #40-069-19451-9, sent 4/5/05.
5. Clubhouse @ Legends - Permit #40-069-19451-4, sent 4/24/01.
6. Legends Phase V - Permit #40-069-19451-10, sent 1/11/05.
7. Legends Phase III - Permit #40-069-19451-8, sent 9/18/02.

Also, per your request, attached you will find three (3) "MSSW/Stormwater As-built Certification by a Registered Professional" forms which need to be submitted to SJRWMD for the below listed Legends projects. Lennar is going to be taking care of submitting these.

1. Legends Phase I - Permit #4-069-1945103 (F/K/A 4-069-0357M-ERP, copy of permit attached).
2. Legends - Permit #4-069-19451-1 (F/K/A 4-069-0357-ERP, copy of permit attached).
3. Legends - Permit #4-069-19451-7, copy of TSR attached.

Should you have any questions, please feel free to contact our office.

Sincerely,  
**Booth, Ern, Straughan & Hiott, Inc.**

Duane K. Booth, P.E.  
President  
[dbooth@besandh.com](mailto:dbooth@besandh.com)  
DKB:am

Enclosures

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**ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS**  
350 North Sinclair Avenue ♦ Tavares, Florida 32778  
Phone: 352.343.8481 ♦ Engineering Fax: 352.343.8495 ♦ Survey Fax: 352.343.5641  
E-Mail: [Info@besandh.com](mailto:Info@besandh.com) ♦ [www.besandh.com](http://www.besandh.com)

Permit No.	Permit Type	Applicant Name	Project Name	Project Description	County	Dates	Recom.	Status
4-069-19451-11	ERP Individual	Lennar Homes Inc	Brookstone at Legends	Construction of a surface water management system to serve a 278 unit, 105.67 ac single-family residential subdivision consisting of a storm sewer system and 5 normally dry ponds	Lake	Receive 05/14/2004; Decision: 03/08/2005; Expire: 03/08/2005	Approval	Issued
40-069-19451-10	ERP Standard General	Lennar Development	Legends Phase V	Surface water management system to serve 13.38 acre residential development. No work is proposed in, on, or over wetlands or other surface waters.	Lake	Receive 06/16/2003; Decision: 09/04/2003; Expire: 09/04/2008	Approval	Issued
40-069-19451-9	ERP Standard General	Lennar Homes, Inc	Legends Phase IV	Surface water management system to serve 57.68 acre residential property	Lake	Receive 10/02/2002; Decision: 10/29/2002; Expire: 10/29/2007	Approval	Issued
40-069-19451-8	ERP Standard General	Lennar Homes, Inc	Legends Phase III	The proposed project includes the construction of a 16.77-acre single-family residential subdivision to be known as Legends Phase III	Lake	Receive: 03/07/2002; Decision: 04/02/2002; Expire: 04/02/2007	Approval	Issued
4-069-19451-7	ERP Individual	Lennar Homes	Legends	This application is for a modification of the previously permitted master surface water management system for Legends to line Ponds 19, 20, 21, and 24 and to modify the Pond 23 contributing areas with the elimination of Basin 15 and its associated pond	Lake	Receive: 01/23/2001; Decision: 06/12/2001; Expire: 06/12/2006	Approval	Issued
40-069-19451-6	ERP Standard General	Lennar Homes	Legends Phase II	Surface Water Management System to serve 48.88 acre residential development	Lake	Receive 04/03/2000; Decision: 05/01/2000; Expire: 05/01/2005	Approval	Issued
40-069-19451-5	ERP Standard General	Lennar Homes, Inc	Carrington @ Legends	Surface Water Management System to serve 18.54 acre residential development	Lake	Receive 04/03/2000; Decision: 04/27/2000; Expire: 04/27/2005	Approval	Issued
40-069-19451-4	ERP Standard General	Mr Robert Ahrens	Clubhouse @ Legends	Golf Course Clubhouse and Cart Barn. Conveyance of 25 year/96 hour storm event to previously approved stormwater management system	Lake	Receive 03/17/2000; Decision: 04/14/2000; Expire: 04/14/2005	Approval	Issued
4-069-19451-3	ERP Individual	Lennar Homes	LEGENDS, PHASE I	133 LOTS, APPROXIMATELY 9940 LINEAR FT OF ROAD WITH ASSOCIATED STORMWATER COLLECTION AND CONVEYANCE SYSTEM	Lake	Receive 09/15/1998; Decision: 06/08/1999; Expire: 06/08/2004	Approval	Issued
4-069-19451-1	ERP Individual	Lennar Homes	LEGENDS	GOLF COURSE AND MASS GRADING AND CONSTRUCTION OF STORMWATER MANAGEMENT SYSTEM	Lake	Receive 08/17/1998; Decision: 12/08/1998; Expire: 12/08/2003	Approval	Issued

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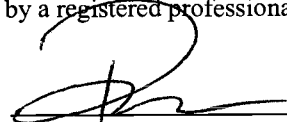
**MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\***

PERMIT NUMBER: 4-069-19451-1 (F/K/A 4-069-0357-ERP)

PROJECT NAME: Legends

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Booth, Ern, Straughan & Hiott, Inc.  
(Formerly Farmer, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

SEP 21 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)



Substantial deviations from the approved plans and specifications:  
No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.

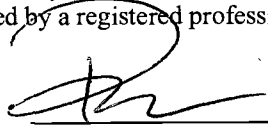
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Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Booth, Ern, Straughan & Hiott, Inc.  
(Formerly Farner, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

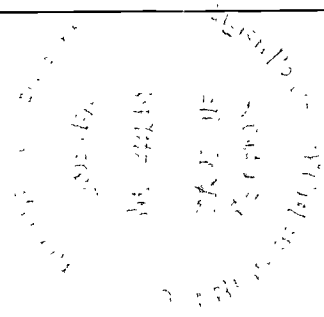
350 North Sinclair Avenue  
Company Address

SEP 21 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)



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No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

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POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429  
TELEPHONE 904-329-4500 SUNCOM 904-860-4500  
TDD 904-329-4450 TDD SUNCOM 860-4450  
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508  
(Planning and Acquisition) 329-4848

SERVICE CENTERS

618 E. South Street 7775 Baysmeadows Way PERMITTING: OPERATIONS:  
Orlando, Florida 32801 Suite 102 305 East Drive 2133 N. Wickham Road  
407-897-4300 Jacksonville, Florida 32256 Melbourne, Florida 32904 Melbourne, Florida 32935-8109  
TDD 407-897-5960 904-730-6270 407-984-4940 407-752-3100  
TDD 904-448-7900 TDD 407-722-5368 TDD 407-752-3102

December 8, 1998

LENNAR HOMES, INC.  
ATTN ROBERT AHRENS  
7600 NOB HILL RD.  
TAMARAC, FL 33321

SUBJECT: Permit Number 4-069-0357-ERP

Dear Sir:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on December 8, 1998.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

*Gloria Lewis*

Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit with EN form(s), if applicable

cc: District Permit File  
FARNER, BARLEY & ASSOCIATES, INC.

Dan Roach, CHAIRMAN FERNANDINA BEACH Kathy Chinoy, VICE CHAIRMAN PONTE VEDRA James T. Swann, TREASURER COCOA Odis Mason, SECRETARY ST AUGUSTINE  
William M. Segal WAITLING Griffin A. Greene VERO BEACH James H. Williams Ocala Patricia T. Harden SANFORD Reid Hughes DAYTONA BEACH



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 4-069-0357-ERP

DATE ISSUED December 8, 1998

PROJECT NAME: LEGENDS

A PERMIT AUTHORIZING:

CONSTRUCTION OF A SURFAC WATER MANAGEMENT SYSTEM CONSISTING OF A 403-ACRE AREA OF MASS GRADING AND CONSTRUCTION OF A MASTER SYSTEM WHICH CONSISTS OF 23 SURFACE WATER PONDS, ASSOCIATED STORM SEWER, AND GOLF COURSES.

LOCATION:

Section , Township South, Range East  
Lake County

ISSUED TO:  
(owner)

LENNAR HOMES, INC.  
7600 NOB HILL RD.  
TAMARAC, FL 33321

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

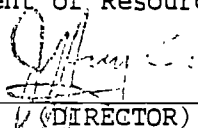
PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 8, 1998

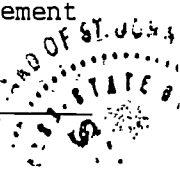
AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management

Governing Board

  
(DIRECTOR)  
JEFF ELLEDGE

  
(ASSISTANT SECRETARY)  
HENRY DEAN



"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-069-0357-ERP

LENNAR HOMES, INC.

DATED DECEMBER 8, 1998

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permitted shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicants Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with

this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be certified on the as-built drawings:

- A. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
- B. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
- C. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
- D. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
- E. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
- F. Existing water elevation(s) and the date determined; and
- G. Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition No. 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and

Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicants Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior to implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to the sale, conveyance or other transfer.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The permittee must adhere to the fertilizer recommendations set forth in the manual for commercial turf grass management by the University of Florida compiled by the Florida Turf-Grass Association. The nutrient loading attributable to the application of effluent shall be considered a source of fertilizer for the golf course and additional non-effluent fertilizer sources shall be utilized only as a supplement.
24. The operation and maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
25. The proposed surface water management system must be constructed as per the plans received by the District on August 17, 1998, and as modified by the plans received by the District on September 28, 1998, and as amended by the phase boundary map received on November 19, 1998.
26. Contained within the as-built report, the permittee must submit a soil analysis of the base of all the ponds verifying that the design permeability rates are provided.

If the design permeability rates cannot be verified, the permittee must obtain a modification of this permit demonstrating that the design criteria and objectives of Chapter 40C-4, F.A.C. are met.

27. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase permit becomes effective and every year thereafter on District form EN-46. The inspection form must be signed and sealed by an appropriate registered professional, and must include the results of permeability tests of the base of all ponds verifying that the design permeabilities are met. After three consecutive inspection reports confirm the design permeabilities, the entity will no longer be required to submit permeability test results, and the inspection report requirement shall be amended to every two years. If the design permeability rates cannot be verified, the permittee must obtain a modification to the permit demonstrating that the design criteria of Chapter 40C-4 F.A.C. are met.

28. The permittee may obtain a Standard General Environmental Resources Permit for any construction of Phases 1 through 10 not shown on the plans authorized by this permit, when each phase is consistent with this permit and when thresholds for an Individual Environmental Resource Permit are not tripped.. If consistency is not demonstrated or Individual Environmental Resource Permit thresholds are tripped, the permittee must obtain a modification to this permit.

19451-1

RECEIVED

SEP 26 2006

PDS

ALTAMONTE SVC. CENTER

**ENGINEERS \* SURVEYORS \* LAND PLANNERS**

350 North Sinclair Avenue \* Tavares, Florida 32778  
 Phone: 352.343.8481 \* Engineering Fax 352.343-8495 \* Survey Fax: 352.343.5641  
 E-Mail: info@besandh.com \* www.besandh.com



COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u> ADDRESS: <u>VIA U.S. MAIL BY LENNAR HOMES, INC.</u> <u>P. O. BOX 1429/HWY. 100 WEST</u> CITY/ST: <u>PALATKA, FL 32178-1429</u>	DATE: <u>9/21/06</u> JOB #- <u>961504.0001</u> ATTN: <u>DEPT. OF PERMIT DATA SRVCS.</u> RE: <u>LEGENDS PHASE I</u>
---	--

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA \_\_\_\_\_ THE FOLLOWING:

<input type="checkbox"/> PLANS	<input type="checkbox"/> LETTER	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> PRINTS
<input type="checkbox"/> SPECIFICATIONS	<input type="checkbox"/> DRAWINGS	<input type="checkbox"/> REPORT	<input type="checkbox"/> CHANGE ORDER
<input type="checkbox"/> MAPS\PHOTOS	<input type="checkbox"/> BIDS	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> PERMIT APPLICATION
<input checked="" type="checkbox"/> OTHER _____			

NO.	COPIES	DATE	DESCRIPTION
1	2		MWWS/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL 4-069-19451-3 (F/K/A 4-069-0357M-ERP)
			<div style="border: 1px solid black; padding: 5px; display: inline-block;">                             19451-3                              RECEIVED                              SEP 26 2006                              SEP 26 2006                              PDS                              ALTAMONTE SVC. CENTER                         </div>

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

<input checked="" type="checkbox"/> AS REQUESTED	<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> FOR REVIEW AND COMMENT
<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> PER DISCUSSION	<input type="checkbox"/> RETURNED AFTER LOAN
<input type="checkbox"/> OTHER _____		

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

---

c: FILE \_\_\_\_\_ SIGNED: \_\_\_\_\_  
DUANE K. BOOTH, P.E.



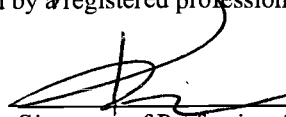
MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 4-069-19451-3 (F/K/A 4-069-0357M-ERP)

PROJECT NAME: Legends Phase I

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Booth, Ern, Straughan & Hiott, Inc.  
(Formerly Farner, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

SEP 21 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)



Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.

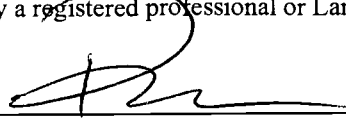
**MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\***

PERMIT NUMBER: 4-069-19451-3 (F/K/A 4-069-0357M-ERP)

PROJECT NAME: Legends Phase I

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**Duane K. Booth, P.E.**  
Name (please print)

  
Signature of Professional

**Booth, Ern, Straughan & Hiott, Inc.**  
(Formerly Farmer, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

**350 North Sinclair Avenue**  
Company Address

SEP 21 2006  
Date

**Tavares, Florida 32778**  
City, State, Zip Code

**(352) 343-8481**  
Telephone Number

(Affix Seal)



Substantial deviations from the approved plans and specifications:  
**No substantial deviations**

(Note: attach two copies of as-built plans when there are substantial deviations.)

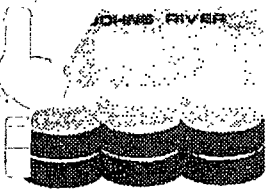
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ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

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Legends Phil  
4-069-19451-3

Henry Dean, Executive Director  
John R. Wehle, Assistant Executive Director



**WATER  
MANAGEMENT  
DISTRICT**

**POST OFFICE BOX 1429**

**PALATKA, FLORIDA 32178-1429**

TELEPHONE 804-329-4500  
TDD 904-329-4450

SUNCOM 904-860-4500  
TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4508

**SERVICE CENTERS**

618 E. South Street  
Orlando, Florida 32801  
407-897-4300  
TDD 407-897-5960

7776 Baymeadows Way  
Suite 102  
Jacksonville, Florida 32256  
904-730-6270  
TDD 904-448-7900

PERMITTING:  
305 East Drive  
Melbourne, Florida 32904  
407-884-4940  
TDD 407-722-5368

OPERATIONS:  
2133 N. Wickham Road  
Melbourne, Florida 32935-8109  
407-752-3100  
TDD 407-752-3102

June 8, 1999

LENNAR HOMES, INC.  
ATTN ROBERT AHRENS  
7600 NOB HILL RD.  
TAMARAC, FL 33321

SUBJECT: Permit Number 4-069-0357M-ERP

Dear Sir:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on June 8, 1999.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

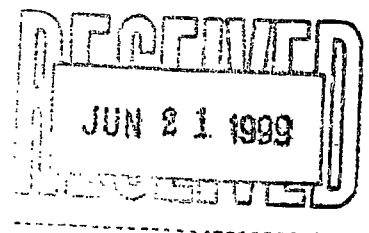
Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit with EN form(s), if applicable

cc: District Permit File  
FARNER, BARLEY & ASSOCIATES, INC.



Jeff K Jennings  
MAITLAND  
Dan Roach, CHAIRMAN  
FER JANDINA BEACH

William M. Segai  
MAITLAND  
Duane Ottenstrofer, TREASURER  
SW TIFLEMAN

Ometrias D. Long  
APOPKA  
Ols Mason, SECRETARY  
ST AUGUSTINE

Clay Albright  
EAST LAKE WEIR  
William Kerr  
MELBOURNE BEACH

Reid Hughes  
DAYTONA BEACH

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 4-069-0357M-ERP

DATE ISSUED June 8, 1999

PROJECT NAME: LEGENDS, PHASE I

A PERMIT AUTHORIZING:

MODIFICATION TO A MASTER SYSTEM PERMIT THAT CONSISTS OF A MAIN ENTRANCE FROM US HIGHWAY 27, ASSOCIATED INTERNAL ROADS WITH CURB AND GUTTER, A STORMWATER SEWER SYSTEM WITH CONNECTION TO THE MASTER SURFACE WATER MANAGEMENT SYSTEM, A GOLF COURSE MAINTENANCE FACILITY, AND 133 SINGLE FAMILY RESIDENTIAL LOTS FOR A TOTAL OF 164.83 ACRES OF DEVELOPMENT KNOWN AS THE LEGENDS PHASE I.

LOCATION:

Section 4, 5, 8, 9, Township 23 South, Range 26 East  
Lake County

ISSUED TO:  
(owner)

LENNAR HOMES, INC.  
7600 NOB HILL RD.  
TAMARAC, FL 33321

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 8, 1999

AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management

Governing Board

By: \_\_\_\_\_

(DIRECTOR)  
JEFF ELLEDGE

By: \_\_\_\_\_

(ASSISTANT SECRETARY)  
HENRY DEAN

"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-069-0357M-ERP

LENNAR HOMES, INC.

DATED JUNE 8, 1999

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permitted shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicants Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with

this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be certified on the as-built drawings:

- A. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
- B. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
- C. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
- D. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
- E. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
- F. Existing water elevation(s) and the date determined; and
- G. Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition No. 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and

Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicants Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior to implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to the sale, conveyance or other transfer.

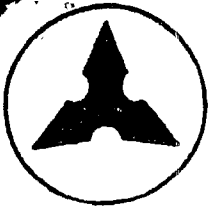


17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The operation and maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
24. The proposed surface water management system must be constructed as per the plans received by the District on February 11, 1999.
25. Prior to any lot sale or placement of impervious surface, whichever occurs first, the permittee must submit recorded copies of the Articles of Incorporation and Declaration of Restrictions and Covenants for Legends Golf and Country Club Community to the District.

19451-3  
RECEIVED

SEP 26 2006

PDS  
ALTAMONTE SVC. CENTER



# FARNER BARLEY

ENGINEERS & SURVEYORS & PLANNERS

AND ASSOCIATES, INC

COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u>	DATE: <u>4/24/2001</u> JOB # - <u>961504.037</u>
ADDRESS: <u>DEPT. OF PERMIT DATA SERVICES</u>	ATTN: _____
<u>P. O. BOX 1429 / HIGHWAY 100 WEST</u>	RE: <u>CLUBHOUSE @ LEGENDS</u>
CITY/ST: <u>PALATKA, FL 32178-1429</u>	_____

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA FEDEX THE FOLLOWING:

PLANS                       LETTER                       SHOP DRAWINGS                       PRINTS  
 SPECIFICATIONS                       DRAWINGS                       REPORT                       CHANGE ORDER  
 MAPS/PHOTOS                       BIDS                       INFORMATION                       PERMIT APPLICATION  
 OTHER \_\_\_\_\_


NO.	COPIES	DATE	DESCRIPTION
1	1		MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL
			<i>19431-4</i>
			<b>RECEIVED</b>
			<b>SEP 26 2006</b>
			PDS ALTAMONTE SVC CENTER

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

AS REQUESTED                       FOR YOUR USE                       FOR REVIEW AND COMMENT  
 FOR APPROVAL                       PER DISCUSSION                       RETURNED AFTER LOAN  
 OTHER \_\_\_\_\_

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

---

CC: FILE                      SIGNED:  DUANE K. BOOTH, P.E.

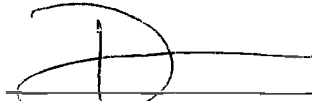
MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 40-069-19451-4

PROJECT NAME: CLUBHOUSE @ LEGENDS

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee undermy direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Farner, Barley & Associates, Inc.  
Company Name

#44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

APR 24 2001  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:  
No substantial deviations

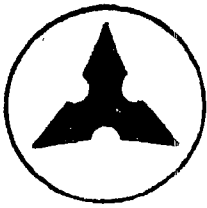
(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

19451-4  
RECEIVED  
SEP 26 2006  
PDS  
ALTAMONTE SVC. CENTER

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.



# FARNER BARLEY

ENGINEERS & SURVEYORS & PLANNERS

AND ASSOCIATES, INC

COMPANY: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
 ADDRESS: DEPT. OF PERMIT DATA SERVICES  
P. O. BOX 1429 / HIGHWAY 100 WEST  
 CITY/ST: PALATKA, FL 32178-1429

DATE: 4/24/2001 JOB #- 961504.038  
 ATTN: \_\_\_\_\_  
 RE: CARRINGTON @ LEGENDS

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA FEDEX THE FOLLOWING:

- PLANS                       LETTER                       SHOP DRAWINGS                       PRINTS  
 SPECIFICATIONS                       DRAWINGS                       REPORT                       CHANGE ORDER  
 MAPS/PHOTOS                       BIDS                       INFORMATION                       PERMIT APPLICATION  
 OTHER \_\_\_\_\_

NO.	COPIES	DATE	DESCRIPTION
1	1		MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL
			<b>19451-5</b>
			<b>RECEIVED</b>
			<b>SEP 26 2006</b>
			<b>PDS</b>
			<b>ALTAMONTE SVC. CENTER</b>

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

- AS REQUESTED                       FOR YOUR USE                       FOR REVIEW AND COMMENT  
 FOR APPROVAL                       PER DISCUSSION                       RETURNED AFTER LOAN  
 OTHER \_\_\_\_\_

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

CC: FILE

SIGNED: \_\_\_\_\_

DUANE K. BOOTH, P.E.

MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 40-069-19451-5

PROJECT NAME: CARRINGTON @ LEGENDS

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.
Name (please print)

[Signature]
Signature of Professional

Farner, Barley & Associates, Inc.
Company Name

#44631
Florida Registration Number

350 North Sinclair Avenue
Company Address

APR 24 2001
Date

Tavares, Florida 32778
City, State, Zip Code

(352) 343-8481
Telephone Number

(Affix-Seal)-----

Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

19451-5

Within 30 days of completion of the system, submit two copies of this form to:

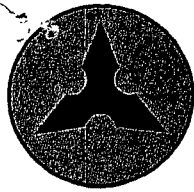
RECEIVED

Department of Permit Data Services
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

SEP 26 2006

PDS
ALTAMONTE SVC. CENTER

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.



961504.036

**FARNER** ENGINEERS ▲ SURVEYORS ▲ PLANNERS  
**BARLEY**  
AND ASSOCIATES, INC.

VIA REGISTERED MAIL

August 24, 2001

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

RE: **LEGENDS PHASE II @ KINGS RIDGE**

To Whom It May Concern:

Please find enclosed one (1) original and one (1) copy of the MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL for your use with regards to the subject project certification.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

FARNER, BARLEY & ASSOCIATES, INC.

Duane K. Booth, P.E.  
Project Engineer

DKB/sm

Enclosures

cc: Tom Vincent, Halvorsen Development  
Bob Borginis, Construction Manager

C:\My Documents\WPDOCS\LEGENDS\Phase.2\SJRWMD\CERT SUB.wpd

19451-6  
RECEIVED

SEP 26 2006

PDS  
ALTAMONTE SVC. CENTER

MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 40-069-19451-6

PROJECT NAME: LEGENDS PHASE II @ KINGS RIDGE

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

DUANE K. BOOTH, P.E.,

Name (please print)



Signature of Professional

FARNER, BARLEY & ASSOCIATES, INC.

Company Name

#44631

Florida Registration Number

350 NORTH SINCLAIR AVENUE

Company Address

08/24/01

Date

TAVARES, FLORIDA 32778

City, State, Zip Code

(352) 343-8481

Telephone-Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:

NO SUBSTANTIAL DEVIATIONS

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

19451-6  
RECEIVED

SEP 26 2006  
PDS  
ALTAMONTE SVC. CENTER

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.





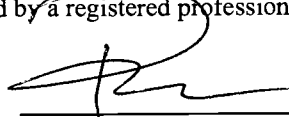
MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 4-069-19451-7

PROJECT NAME: Legends

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Booth, Ern, Straughan & Hiott, Inc.  
(Formerly Farner, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

SEP 21 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal) 

Substantial deviations from the approved plans and specifications:  
No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

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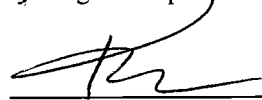
MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 4-069-19451-7

PROJECT NAME: Legends

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Booth, Ern, Straughan & Hiott, Inc.  
(Formerly Farmer, Barley and Associates, Inc.-Tavares Office)  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

SEP 21 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)



Substantial deviations from the approved plans and specifications:  
No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.



25-year 96-hour storm event, based on an assumed built out condition. Ponds 19, 20, 21, and 24 will be lined to the proposed normal water level. Recovery will be through percolation through the side banks.

The project site is a former citrus grove, currently characterized by an upland herbaceous landcover. There are no wetlands and/or other surface waters on or adjacent to the site.

The project will not cause unacceptable adverse secondary or cumulative impacts to upland habitats required by "listed" wetland-dependent species.

The proposed project meets all applicable conditions for permit issuance pursuant to sections 40C-4.301, 40C-4.302, and 40C-41, F.A.C.

**Interested Parties:** No

**Objectors:** No

**Recommendation:** Approval

**Conditions for Application Number 4-069-19451-7:**

**ERP General Conditions by Rule (October 03, 1995):**

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

**ERP/MSSW/Stormwater Special Conditions (November 09, 1995):**

1, 1, 10, 10, 13, 13, 23, 23, 28, 28

**Other Conditions:**

1. The modification to the surface water management system must be constructed and operated in accordance with the plans received by the District on April 10, 2001.

**Reviewers:** Barbara Prynosi  
Marjorie Cook

19451-7  
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# FARNER BARLEY

ENGINEERS & SURVEYORS & PLANNERS

AND ASSOCIATES, INC

COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u>	DATE: <u>9/18/02</u> JOB # - <u>961504.062</u>
ADDRESS: <u>DEPT. OF PERMIT DATA SERVICES</u>	ATTN: <u>GLORIA LEWIS, DIRECTOR</u>
<u>P. O. BOX 1429 / HIGHWAY 100 WEST</u>	RE: <u>LEGENDS PHASE III</u>
CITY/ST: <u>PALATKA, FL 32178-1429</u>	

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA U.S. MAIL THE FOLLOWING:

PLANS                       LETTER                       SHOP DRAWINGS                       PRINTS  
 SPECIFICATIONS                       DRAWINGS                       REPORT                       CHANGE ORDER  
 MAPS/PHOTOS                       BIDS                       INFORMATION                       PERMIT APPLICATION  
 OTHER \_\_\_\_\_

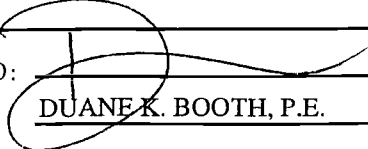
NO.	COPIES	DATE	DESCRIPTION
1	1		MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL FORM (SIGNED, SEALED, AND DATE STAMPED 9/18/02)
			19451-8 <b>RECEIVED</b>
			<b>SEP 26 2006</b>
			PDS ALTAMONTE SVC. CENTER

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

AS REQUESTED                       FOR YOUR USE                       FOR REVIEW AND COMMENT  
 FOR APPROVAL                       PER DISCUSSION                       RETURNED AFTER LOAN  
 OTHER \_\_\_\_\_

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

---

CC: FILE                      SIGNED: 

ROB AHRENS, LENNAR-TAMPA (W/ ENCL.)                      DUANE K. BOOTH, P.E.

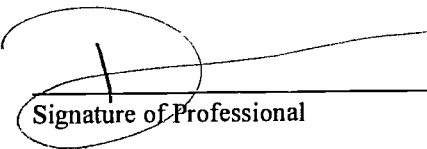
MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 40-069-19451-8

PROJECT NAME: Legends Phase III

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Farner, Barley & Associates, Inc.  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

SEP 18 2006  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

19451-8

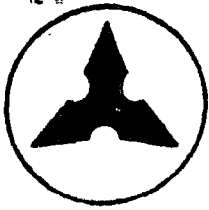
Within 30 days of completion of the system, submit two copies of this form to:

RECEIVED

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

SEP 26 2006  
PDS  
ALTAMONTE SVC. CENTER

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# FARNER BARLEY

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

AND ASSOCIATES, INC

COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u>	DATE: <u>2/3/04</u> JOB #: <u>961504.067</u>
ADDRESS: <u>VIA U.S. MAIL</u>	ATTN: <u>DEPT. OF PERMIT DATA SERVICES</u>
<u>P. O. BOX 1429/HWY. 100 WEST</u>	RE: <u>BEACON RIDGE PHASE IV &amp;</u>
CITY/ST: <u>PALATKA, FL 32178-1429</u>	<u>BRIDGESTONE PHASE III</u>

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA \_\_\_\_\_ THE FOLLOWING:

<input type="checkbox"/> PLANS	<input type="checkbox"/> LETTER	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> PRINTS
<input type="checkbox"/> SPECIFICATIONS	<input type="checkbox"/> DRAWINGS	<input type="checkbox"/> REPORT	<input type="checkbox"/> CHANGE ORDER
<input type="checkbox"/> MAPS\PHOTOS	<input type="checkbox"/> BIDS	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> PERMIT APPLICATION
<input checked="" type="checkbox"/> OTHER _____			

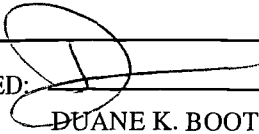
NO.	COPIES	DATE	DESCRIPTION
1	2		ORIGINAL EXECUTED MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL
			19457-9 <b>RECEIVED</b>
			<b>SEP 26 2006</b>
			PDS ALTAMONTE SVC. CENTER

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

<input type="checkbox"/> AS REQUESTED	<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> FOR REVIEW AND COMMENT
<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> PER DISCUSSION	<input type="checkbox"/> RETURNED AFTER LOAN
<input type="checkbox"/> OTHER _____		

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

---

CC: FILE SIGNED: 

BRUCE LAWSON, LENNAR HOMES (w/ encl.) DUANE K. BOOTH, P.E.

MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

PERMIT NUMBER: 40-069-19451-9

PROJECT NAME: Beacon Ridge Phase IV and Bridgestone Phase III @ Legends Phase IV

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.
Name (please print)

Signature of Professional

Farner, Barley & Associates, Inc.
Company Name

44631
Florida Registration Number

350 North Sinclair Avenue
Company Address

02/03/04
Date

Tavares, Florida 32778
City, State, Zip Code

(352) 343-8481
Telephone Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

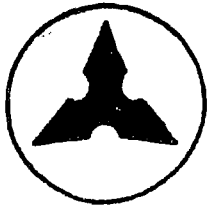
Department of Permit Data Services
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

19451-9
RECEIVED

SEP 26 2006
PDS
ALTAMONTE SVC. CENTER

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.





# FARNER BARLEY

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

AND ASSOCIATES, INC

COMPANY: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ADDRESS: VIA U.S. MAIL

P. O. BOX 1429/HWY. 100 WEST

CITY/ST: PALATKA, FL 32178-1429

DATE: 4/5/05 JOB #: 961504.067

ATTN: DEPT. OF PERMIT DATA SERVICES

RE: BRIDGESTONE PHASE IV @

LEGENDS PHASE IV

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA \_\_\_\_\_ THE FOLLOWING:

- |   |                                   |  |   |
|---|-----------------------------------|--|---|
| <input type="checkbox"/> PLANS                  | <input type="checkbox"/> LETTER   | <input type="checkbox"/> SHOP DRAWINGS | <input type="checkbox"/> PRINTS             |
| <input type="checkbox"/> SPECIFICATIONS         | <input type="checkbox"/> DRAWINGS | <input type="checkbox"/> REPORT        | <input type="checkbox"/> CHANGE ORDER       |
| <input type="checkbox"/> MAPS\PHOTOS            | <input type="checkbox"/> BIDS     | <input type="checkbox"/> INFORMATION   | <input type="checkbox"/> PERMIT APPLICATION |
| <input checked="" type="checkbox"/> OTHER _____ |                                   |  |   |

NO.	COPIES	DATE	DESCRIPTION
1	2		MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL SIGNED, SEALED, AND DATE STAMPED
			<b>19451-9</b> <b>RECEIVED</b>
			<b>SEP 26 2006</b>
			PDS ALTAMONTE SVC. CENTER

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> AS REQUESTED | <input checked="" type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> FOR REVIEW AND COMMENT |
| <input type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> PER DISCUSSION          | <input type="checkbox"/> RETURNED AFTER LOAN    |
| <input type="checkbox"/> OTHER _____  |  |   |

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

CC: FILE

BRUCE LAWSON, LENNAR (W/ ENCL.)

SIGNED: \_\_\_\_\_

DUANE K. BOOTH, P.E.

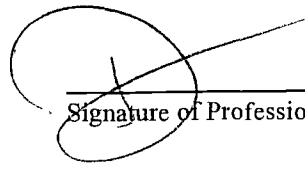
**MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\***

PERMIT NUMBER: 40-069-19451-9

PROJECT NAME: Bridgestone Phase IV @ Legends Phase IV

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.  
Name (please print)

  
Signature of Professional

Farner, Barley & Associates, Inc.  
Company Name

44631  
Florida Registration Number

350 North Sinclair Avenue  
Company Address

04/05/04  
Date

Tavares, Florida 32778  
City, State, Zip Code

(352) 343-8481  
Telephone Number

(Affix Seal)

Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

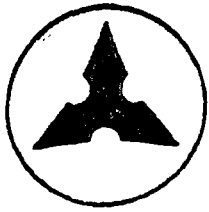
Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

19451-9  
RECEIVED

SEP 26 2006  
PDS  
ALTAMONTE SVC. CENTER

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# FARNER BARLEY

ENGINEERS & SURVEYORS & PLANNERS

AND ASSOCIATES, INC

COMPANY: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	DATE: 1/11/05	JOB #- 961504.070
ADDRESS: DEPT. OF PERMIT DATA SERVICES	ATTN: GLORIA LEWIS, DIRECTOR	
P. O. BOX 1429 / HIGHWAY 100 WEST	RE: LEGENDS PHASE V	
CITY/ST: PALATKA, FL 32178-1429		

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA U.S. MAIL THE FOLLOWING:

- PLANS
- SPECIFICATIONS
- MAPS/PHOTOS
- OTHER \_\_\_\_\_
- LETTER
- DRAWINGS
- BIDS
- SHOP DRAWINGS
- REPORT
- INFORMATION
- PRINTS
- CHANGE ORDER
- PERMIT APPLICATION

NO.	COPIES	DATE	DESCRIPTION
1	1		MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL
			<i>19451-10</i>
			<b>RECEIVED</b>
			<b>SEP 26 2006</b>
			PDS ALTAMONTE SVC. CENTER

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

- AS REQUESTED
- FOR APPROVAL
- OTHER \_\_\_\_\_
- FOR YOUR USE
- PER DISCUSSION
- FOR REVIEW AND COMMENT
- RETURNED AFTER LOAN

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

---

CC: BRUCE LAWSON, P.E., LENNAR DEVELOPMENT (W/ ENCLOSURE)

CC: FILE SIGNED: *[Signature]*  
DUANE K. BOOTH, P.E.

MSSW/STORMWATER AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL\*

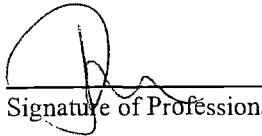
PERMIT NUMBER: 40-069-19451-10

PROJECT NAME: Legends Phase V

I hereby certify that all components of this stormwater management system have been built substantially in accordance with the approved plans and specifications and is ready for inspection. Any substantial deviations (noted below) from the approved plans and specifications will not prevent the system from functioning in compliance with the requirements of chapter 40C-4, 40C-41, or 40C-42, F.A.C. (as applicable), when properly maintained and operated. These determinations have been based upon on-site observation of the system conducted by me or by my designee under my direct supervision and/or my review of as-built plans certified by a registered professional or Land Surveyor licensed in the State of Florida.

Duane K. Booth, P.E.

Name (please print)

  
Signature of Professional

Farner, Barley & Associates, Inc.

Company Name

44631

Florida Registration Number

350 North Sinclair Avenue

Company Address

01/11/05

Date

Tavares, Florida 32778

City, State, Zip Code

(352) 343-8481

Telephone Number

----- (Affix Seal) -----

Substantial deviations from the approved plans and specifications:

No substantial deviations

(Note: attach two copies of as-built plans when there are substantial deviations.)

Within 30 days of completion of the system, submit two copies of this form to:

Department of Permit Data Services  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

19451-10  
**RECEIVED**  
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ALTAMONTE SVC. CENTER

\*A registered professional is defined in subsection 40C-42.021(1) as "a professional registered in Florida with the necessary expertise in the fields of hydrology, drainage, flood control, erosion and sediment control, and stormwater pollution control to design and certify stormwater management systems." Examples of registered professionals may include professional engineers licensed under chapter 471, F.S., professional landscape architects licensed under chapter 481, F.S., and professional geologists licensed under chapter 492, F.S., who have the referenced skills.



# St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

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JUL 22 2004

July 19, 2004

Lennar Development  
151 Wymore Road Ste 4000  
Altamonte Springs, FL 32714

Dear Sir or Madam:

It has come to our attention that your project Legends Phase V, 40-069-19451-11 issued on September 4, 2003, was issued to you under the wrong permit number.

The correct permit number is 40-069-19451-10. Enclosed is a copy of the corrected permit and conditions. To eliminate future confusion please replace the previous permit with this corrected copy.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Quenteria Johnson  
Data Management Specialist II

cc: District permit files

Farner Barley & Associates Inc  
350 N Sinclair Ave  
Tavares, FL 32778

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Ann T. Moore  
BUNNELL

Susan N. Hughes  
JACKSONVILLE

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.  
ZACK KOSNITZKY, P.A.  
100 S.E. Second Street  
Suite 2800  
Miami, Florida 33131

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DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
LEGENDS GOLF AND COUNTRY CLUB COMMUNITY

SEP 26 2006

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ALTAMONTE SVC. CENTER

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DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
LEGENDS GOLF AND COUNTRY CLUB COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR LEGENDS GOLF AND COUNTRY CLUB COMMUNITY (this "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Legends Country Club Community Association, Inc., a Florida not-for-profit corporation.

R E C I T A L S

- A. Lennar is the owner of the real property in Lake County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Legends Community").
- B. Lennar desires to subject Legends Community to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Legends Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;
- D. Legends Community is included in an effective development-of-regional-impact development order granted under Resolution No. 982, (City of Clermont) the Development of Regional Impact Development Order 697-03.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Lennar hereby declares that the real property described in Exhibit 1 attached hereto and made a part hereof shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee established pursuant to Section 18 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16.1 hereof.

"Association" shall mean the Legends Country Club Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

"Basic Service" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992.

"Board" shall mean the Board of Directors of Association.

Legends Declaration  
February 17, 2000

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Club" shall mean the Legends Country Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Covenants including, without limitation, the Club Fee.

"Club Covenants" shall mean Legends Country Club Covenants together with all amendments and modifications thereof. A copy of the Club Covenants is attached hereto as Exhibit 4 and made a part hereof. This Declaration is subordinate in all respects to the Club Covenants.

"Club Fee" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Covenants.

"Club Manager" shall mean the entity operating and managing the Club at any given time. As provided in the Club Covenants, Association may, at the direction of Club Owner, be required to act as Club Manager from time to time.

"Club Operating Costs" shall have the meaning set forth in the Club Covenants.

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Lennar.

"Common Areas" shall mean all real property interests and personalty within Legends Community designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Legends Community. The Common Areas may include, without limitation, open space areas, internal buffers, landscape areas, perimeter buffers, improvements, easement areas owned by others, additions, lakes, Surface Water Management System, fountains, irrigation lines, parks, pool, meeting room, fitness center, sidewalks, private roads or streets (excluding streets owned or to be owned by a Neighborhood Association), street lights, service roads, walls, commonly used utility facilities, recreation center, project signage, parking areas, other lighting, entrance features, electronic gates, lights, Neighborhood entrance features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home or the Club, except that the Common Areas will include the portions of the Surface Water Management System, within the Club, if any. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Legends Community, as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof:

"Contractors" shall have the meaning set forth in Section 18.12.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration, together with all amendments and modifications thereof.

"Developer" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Expanded Basic Service" shall mean video programming services offered in addition to Basic Service, excluding Premium Channels.

"Golf Course" shall mean the golf course within Legends Community. The Golf Course may also contain a pro shop, maintenance building, cart barn and restaurant. The Golf Course is not part of Common Areas and use of the Golf Course is not governed by this Declaration. As this time, it is anticipated but not guaranteed that the Golf Course will be open to the general public, unless otherwise decided by the Golf Course Owner. By way of example, and not as a limitation, there may be annual memberships available to Owners and the general public, or the Golf Course may be used by paying green fees. It is currently anticipated that the use of the Golf Course will be governed by rules and regulations and a rate book, prepared by Golf Course Owner.

"Golf Course Owner" shall mean the owner of the Golf Course. Currently, Lennar is the Golf Course Owner. Lennar may sell the Golf Course at any time to any entity.

"Home" shall mean a residential home and appurtenances thereto constructed on a Parcel within Legends Community. A Home shall include each single family home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 16.2.5 hereof.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.8.

"Legends Community" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Legends Community.

"Lender" shall mean the holder of a first mortgage encumbering a Parcel or Home.

"Lennar" shall mean Lennar Homes, Inc., a Florida corporation.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Legends Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Legends Community or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Legends Community. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE LEGENDS COMMUNITY. DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Monthly Assessments" shall have the meaning set forth in Section 16.2.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"Neighborhood" shall mean any subdivision of Legends Community which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

"Neighborhood Association" shall mean any homeowners association which governs a portion of Legends Community.

"Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between Association and a utility company; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; costs relating to lake slope maintenance, insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder and/or under the Club Covenants, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration and/or the Club Covenants.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each such Home.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Permit" shall mean Permit No. 4-069-0357M-ERP issued by SJRWMD, a copy of which is attached hereto as Exhibit 5.

"Plat" shall mean any plat of any portion of Legends Community filed in the Public Records, as the same may be amended by Developer, from time to time.

"Premium Channels" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.

"Public Records" shall mean the Public Records of Lake County, Florida.

"Reserves" shall have the meaning set forth in Section 16.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Legends Community as adopted by the Board from time to time.

"SJRWMD" shall mean the St. Johns River Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland preservation areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Legends Community Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to (i) provide Owners with one or more Telecommunications Services or (ii) to own, maintain and repair Telecommunications Systems allowing Telecommunications Services to be provided to Legends Community. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"Telecommunications Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service and Premium Channels.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Legends Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk



distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Title Documents" shall have the meaning set forth in Section 25.7 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Use Fees" shall have the meaning set forth in Section 16.2.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 18.12 hereof.

3. Plan of Development. The planning process for Legends Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Legends Community and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Legends Community as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 10.8.2 which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Legends Community; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and

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2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) of the Association at a duly called meeting of the members in which a quorum is present.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Turnover Date, additional lands may be made part of Legends Community by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Parcel or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Legends Community. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Turnover Date, only Developer may add additional lands to Legends Community.

5.2. Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) of the Association at a duly called meeting of the members in which a quorum is present.

5.3. Withdrawal. Prior to the Turnover Date, any portions of Legends Community (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Legends Community shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Legends Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any Parcel or Home). Association shall have no right to withdraw land from Legends Community.

6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Legends Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Covenants. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Charges to the extent that Assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Fee shall survive the dissolution of the Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Legends Community which had been Common Areas and/or comprised part Club and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership

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7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or Parcel, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Declaration.

7.7. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Legends Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Legends Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Legends Community. In addition, the Common Areas of Legends Community may include decorative improvements, berms, waterfalls, and waterbodies. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. **SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS.**

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9. Operation of Common Areas

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by and/or dedicated to Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Legends Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

9.4. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. 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 conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Legends Community including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association; and (c) the consent of the Club Owner being first had and obtained.

9.6. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8. Use.

9.8.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

9.8.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3. Waterbodies. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Legends Community. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. Petroleum powered motorized watercraft are expressly prohibited from operation on lakes within Legends Community pursuant to the Title Documents. Prior to the Community Completion Date, no dock may be erected within a waterbody forming part of the Common Areas without the prior consent of Developer and the ACC. From and after the Community Completion Date, no dock may be erected within a waterbody forming part of the Common Areas without the prior

consent of the ACC, and the approval of all governmental agencies and divisions having jurisdiction over the construction of a dock.

9.8.4. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.5. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use of such Common Areas including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Legends Community, (e) design of any portion of Legends Community and (f) errant golf balls. Each such person also expressly indemnifies and agrees to hold harmless Developer, Association, Neighborhood Associations, Club Owner, Club Manager, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, DEER, SWINE, TURKEYS, SNAKES, DUCKS, AND FOXES. DEVELOPER, BUILDERS, ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS, CLUB OWNER, AND CLUB MANGER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Association, Club Owner, and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Legends Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, Club Owner, or Club Manager or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such 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 attorney's fees and paraprofessional fees at trial and upon appeal.

## 9.9. Rules and Regulations.

9.9.1. Generally. Prior to Turnover Date, the Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

9.9.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas and the Club and related improvements within Legends Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Legends Community), general office and construction operations within Legends Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Legends Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump

or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Legends Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Legends Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Legends Community including, without limitation, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Legends Community by dredge or dragline, store fill within Legends Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Legends Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Legends Community.

9.10. Public Facilities. Legends Community may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, school, school park, or other facility within the boundaries of Legends Community.

9.11. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12. Water Mains. In the event the Lake County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at Association's expense.

9.13. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and 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 costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.14. Site Plans and Plats. Legends Community may be subject to one or more plats (individually, a "Plat"). The Plat may identify some of the Common Areas within Legends Community. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

#### 10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2. Adjoining Areas. Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home,

provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home. Maintenance of driveways within the boundaries of a Parcel shall be the responsibility of the Owners in some Neighborhoods; however, Association shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System.

10.3. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under Owner or Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.4. Right of Entry. Developer, Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Legends Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Legends Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.5. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer upon areas which are within or outside of Legends Community. Such areas may abut, or be proximate to, Legends Community, and may be owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

10.6. Public Rights of Way. Without limiting the foregoing, Association shall maintain the landscape area within the public rights of way which Association is obligated to maintain or has adopted the maintenance responsibility of.

10.7. Lake Slopes. Association shall be responsible for the maintenance of lake slopes and banks.

10.8. Surface Water Management System.

10.8.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas and within the Club, if any, is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by the Permit, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Assessments shall also be used for the maintenance and repair of the Surface Water Management System including, but not limited to work within retention areas, drainage structures, and drainage easements. The Association will take any action against Owners as necessary to enforce the conditions of the Permit, including, without limitation, any monitoring required by the Permit. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water Management System shall



be as permitted or, if modified, as approved by the SJRWMD. The drainage system of the Golf Course, which includes retention areas, is part of the overall Surface Water Management System and is to be maintained by the Golf Course Owner. In the event the Golf Course Owner does not maintain the drainage system within the Golf Course, Association shall have the right to perform any necessary maintenance and charge the Golf Course Owner for the costs thereof.

10.8.2. Amendments to Association Documents. Any amendment to the Declaration which alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the SJRWMD. Association shall submit to SJRWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SJRWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SJRWMD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

10.8.3. Enforcement. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

11. Use Restrictions.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Legends Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases shall be provided to Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be approved for a term of less than ninety (90) days.

11.4. General Use Restriction. Each Home, the Common Areas and any portion of Legends Community shall not be used in any manner contrary to the Association Documents.

11.5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Legends Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Legends Community shall be the same as the responsibility for maintenance and repair of the property concerned.

11.6. Maintenance by Owners and/or Neighborhood Associations.

11.6.1. Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and

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attractive condition consistent with the general appearance of Legends Community by the Owner of each Home. No rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist thereon or thereabout.

11.6.2. Common Area Enclosed by a Private Fence. In the event an Owner has installed a fence or wall, with proper approval, around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.6.3. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6.4. Driveway Easement. Each Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

11.7. Lawn Maintenance. All lawn maintenance of Homes shall be the responsibility of the Neighborhood Associations or the individual Owners as, and to the extent provided, in the declaration of restrictions respecting each Neighborhood. The Owner of each Home shall be responsible for the maintenance of the sprinkler system and any or all landscaping and other improvements within any portion of the Parcel containing the Homes. In the event grass is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 shall be charged to such Owner as an Individual Assessment.

11.8. Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Neighborhood Association:

11.8.1. Replacement of Annuals. Annuals are to be replaced semi-annually.

11.8.2. Trees. Trees are to be pruned as needed.

11.8.3. Shrubs. All shrubs are to be trimmed as needed.

11.8.4. Grass.

(a) Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.8.5. Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

11.8.6. Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

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11.8.7. Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed three (3) times a year during the following months: February, June and October.

11.8.8. Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.8.9. Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.8.10. Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.8.11. Right of Association to Enforce. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

11.8.12. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.9. Irrigation. Lennar is providing the service of irrigation to Homes through a loop irrigation system which is independent and not part of the Common Areas. Lennar, as the owner of such system, reserves the right to transfer the irrigation system, including the pump station, to the Club as part of the Club Facilities. Ownership of the irrigation system shall at all times be vested in Lennar until such time, if ever, Lennar conveys such irrigation system to a third party. Notwithstanding the foregoing, Association, and not Lennar, shall be responsible for maintenance, replacement and repair of the irrigation system. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club, as applicable. No intentional runoff or discharge of any sort, except normal discharge of lawn irrigation water, shall be permitted to flow into any body of water within Legends Community. **BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.** Developer, Association, and Club Owner, shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times. Reclaimed water may be provided to Owners. Association shall have the right to determine days on which Owners may water their Homes.

11.10. Wells and Septic Tanks. Except as may be installed by Developer, no individual wells will be permitted on any Parcel and no individual septic tanks will be permitted on any Parcel.

11.11. Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the water. Except as specifically provided to the contrary, all Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

11.12. Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Legends Community, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.13. Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.14. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Legends Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Owners of Homes must obtain "For Sale" and "For Rent" signs from the Association. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Legends Community, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without ACC approval.

11.15. Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without prior approval of the ACC as to material, color and pattern. Such applications shall not extend beyond front lot line or include sidewalk.

11.16. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.17. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

11.18. Wall Units. No wall or window air conditioning unit may be installed in any window in a Home.

11.19. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC.

11.20. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Parcels, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club without ACC approval. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

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11.21. Swimming and Boating. Swimming and boating in the lakes and waterbodies within Legends Community is prohibited. No recreational water craft, motorized or non-motorized, shall be permitted in any pond or lake within Legends Community.

11.22. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or, on any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Parcel.

11.23. Fuel Storage. No fuel storage shall be permitted within Legends Community, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces or similar devices.

11.24. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Parcel shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.25. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Parcel where such obstruction would create a traffic problem.

11.26. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. Holiday lights may be erected between Thanksgiving Day and January 15th. The ACC may establish additional standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.27. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Legends Community, change the level of the land within Legends Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Legends Community. Owners may place additional plants, shrubs, or trees within any portion of Legends Community with the prior approval of the ACC.

11.28. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.29. Animals. No animals of any kind shall be raised, bred or kept within Legends Community for commercial purposes. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained in a Home. Otherwise, Owners may keep no more than a total of two (2) domestic pets (such as cats and dogs) in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the

Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Legends Community designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.30. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Legends Community is permitted. No firearms shall be discharged within Legends Community. Nothing shall be done or kept within the Common Areas, or any other portion of Legends Community, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

11.31. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Legends Community. Developer and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

11.32. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Legends Community, which is unsightly or which interferes with the comfort and convenience of others.

11.33. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration. Water softeners, trash containers, sprinkler controls, propane tanks, and other similar devices shall be properly screened from street or Golf Course view in a manner approved by the ACC.

11.34. Garbage. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up.

11.35. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel.

11.36. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.37. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.38. Parking. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Legends Community for more than twelve hours, except

in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Legends Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Legends Community except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within the fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Club facilities, Common Areas, or any other Legends Community facility. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked on the Legends Community. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked on the Legends Community. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles of any nature shall be parked on any portion of the Legends Community or a Parcel except on the surfaced parking area thereof. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Legends Community. No vehicle repairs or maintenance shall be allowed on the Legends Community. No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked on the Legends Community, except as may be temporarily required. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

11.39. Garages. Each Home will have its own garage. No garage shall be converted into general living area unless specifically approved by the ACC. No screened garage doors are permitted. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

11.40. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Legends Community.

11.41. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Legends Community or within any Home or Parcel, except those which are required for normal household use.

11.42. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.43. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer and operation of the Club, no commercial or business activity shall be conducted in any Home within Legends Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Legends Community. No solicitors of a commercial nature shall be allowed within Legends Community, without the prior written consent of Board. Garage sales are permitted only at a frequency of no more than once within a twelve (12) month period with prior approval by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

11.44. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Legends Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING NEGATIVE SIGNS IS STRICTLY PROHIBITED.

11.45. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

11.46. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Legends Community without the prior written approval of the ACC.

11.47. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Legends Community without prior written consent of the Association. No basketball backboards, skateboard ramps, or play structures will be permitted without express approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home.

11.48. Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. All screening and screened enclosures shall be approved by the ACC and shall be constructed utilizing anodized or electrostatically painted aluminum in white. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC. All decks shall be approved by the ACC.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow such protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Policies for commercial general liability insurance coverage providing coverage and limits deemed appropriate must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.



13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

13.5.2. Requirement to Reconstruct. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

13.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.5 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Legends Community.

13.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

13.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home.

13.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.6.1. The bonds shall name Association as an obligee.

13.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

13.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

13.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Covenants.

13.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

13.10. Additional Insured. Developer, Club Owner and their respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

13.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

#### 14. Property Rights.

14.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Legends Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

14.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

14.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 617.305 of the Florida Statutes, as amended from time to time.

14.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior written consent of the Club Owner.

14.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

14.1.5. The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association

and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

14.1.6. The rights of Developer and/or Association and/or Club Owner regarding Legends Community as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.7. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

14.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Legends Community as may be required in connection with the development of Legends Community, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Legends Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Legends Community from Developer's sales facilities located within Legends Community. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 20.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Legends Community.

14.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant tithe encroachment shall exist for so long as the encroachment shall naturally exist.

14.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Legends Community (including Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Legends Community (including Parcels, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, Club, utilities, cables, wires and other similar facilities.

14.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Club Owner, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Legends Community over, across and upon Legends Community for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Legends Community (including Parcels and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Legends Community and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Legends Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration. An easement shall also exist over, across and upon the Golf Course in favor of Association, Developer, Club Owner and Owners for drainage purposes.

14.10. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System (including any areas which lie within the Club) for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel or the Club which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SJRWMD Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

14.11. Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Legends Community necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

14.12. Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the Golf Course over Homes, Common Areas, Neighborhood common areas and other properties adjacent to the Golf Course, to permit every reasonable act necessary and appropriate to playing golf. These easements include, without limitation, the flight of golf balls over Homes and the Common Areas, the landing of golf balls, the use of necessary golf carts and maintenance equipment and the usual common noises created by playing golf and maintaining the Golf Course. Developer, Builders, Association and each Neighborhood Association shall not be liable or responsible for disputes between an Owner and any person using the Golf Course. All Owners, by acceptance of delivery of a deed to a Home or Parcel will assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action against the Developer, Golf Course Owner, Association, Builders, or Neighborhood Associations arising or resulting from any errant golf balls or damages caused thereby.

14.13. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15. Club Covenants. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference. Although the Club Covenants are an exhibit to this Declaration, the Association Documents are subordinate and inferior to the Club Covenants. In the event of any conflict between the Club Covenants and the Association Documents, the Club Covenants shall control.

16. Assessments.

16.1. Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for such services.

16.2. Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Legends Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

16.2.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

16.2.2. Any special assessments for capital improvements, major repairs, emergencies the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

16.2.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

16.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

16.2.5. Assessments for which one or more Owners (but less than all Owners) within Legends Community is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a

particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat (e.g., a gatehouse attendant and private gatehouse). Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) or a lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Basic Service and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3. Club Charges. Notwithstanding anything in this Declaration to the contrary (and unless otherwise directed by Club Owner), Association shall collect from the Owners Club Charges in addition to Assessments. In the event that Association shall receive a partial payment in any month of Assessments and Club Charges from a particular Owner, the payment from such Owner shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, and then to the payment of Assessments. Association shall provide the Club Owner each month with a list of all Owners that did not remit Club Charges to Association for the prior month. Such list shall include the Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Charges not remitted by such Owner to date.

16.4. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

16.5. Allocation of Operating Costs.

16.5.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.5.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Legends Community conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.5.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

16.5.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

16.6. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.7. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

16.8. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. Assessments shall commence as to each Builder on the day of conveyance of title of a Parcel to a Builder.

16.9. Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of income receivable by Association or (ii) to pay Monthly Assessments on Homes or Parcels owned by Developer. Developer shall never be required to (i) fund shortfalls in Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Parcels owned by Developer or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.10. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

16.11. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.11.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

16.11.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.11.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

16.12. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to four months' Assessments. There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount equal to four months' Assessments (or such greater amount determined by Developer from time to time) for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to an Owner, such Owner shall pay such Builder an amount equal to the amount by such Builder for such Home in order to compensate Builder for the amount advanced. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will

have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund. There shall also be collected from each Owner that purchases a Home from Developer at the time of conveyance of the Home an amount equal to two months' Club Charges.

16.13. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments and Club Charges due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments 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 Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

16.14. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

16.15. Collection of Neighborhood Association Assessments. Association shall collect the assessments required by Neighborhood Declarations on behalf of the Neighborhood Associations, unless otherwise indicated by Developer.

16.16. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees 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 of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.17. Subordination of the Lien to Mortgages and Club Charges. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien, and to Club Charges. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, or a lien for Club Charges, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made

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thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

16.18. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.19. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment 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. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

16.20. Exemption. Notwithstanding anything to the contrary herein, neither Developer nor Club Owner nor any Home or property owned by Developer or Club Owner shall (unless specified to the contrary by Developer or Club Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it. In addition, the Board shall have the right to exempt any portion of Legends Community subject to this Declaration from the Assessments, provided that such part of Legends Community exempted is used (and as long as it is used) for any of the following purposes:

- 16.20.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 16.20.2. Any real property interest held by a Telecommunications Provider;
- 16.20.3. Common Areas or property (other than a Home) owned by a Neighborhood Association;
- 16.20.4. Any of Legends Community exempted from ad valorem taxation by the laws of the State of Florida;
- 16.20.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Legends Community is a part.

16.21. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.22. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any

Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.23. Club Charges. As provided in the club Covenants, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Charges.

16.24. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

17. Information to Lenders and Owners.

17.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.3.2. Any delinquency in the payment of Assessments or Club Charges owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3. ~~Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;~~

17.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control.

18.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Legends Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

18.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

18.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Legends Community. Accordingly, the ACC shall have the right to approve or disapprove all

architectural, landscaping, and improvements within Legends Community by Owners other than Developer or Club Owner. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LEGENDS COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LEGENDS COMMUNITY WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7. Power and Duties of the ACC. No improvements shall be constructed on a Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

18.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.6. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Legends Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Legends Community shall be

kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Legends Community and no construction materials shall be stored in Legends Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Legends Community or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

18.12.2. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Legends Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Legends Community.

18.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Legends Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Legends Community and each Owner shall include the same therein.

18.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Legends Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in

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addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

18.17. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

18.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

18.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

#### 19. Owners Liability.

19.1. Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home or damage to any other Home(s) connected to the loop irrigation system resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such noncomplying Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, a Owner may be permitted to install, without limitation, a private fence, patio, and/or screened enclosure ("Improvement") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If a fence or wall is approved to be installed, then a five (5) foot gate must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of the Legends Community drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and

charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

19.2. Right to Cure. Should any Owner do any of the following:

19.2.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

19.2.2. Cause any damage to any improvement or Common Areas or Club; or

19.2.3. Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Covenants; or

19.2.4. Undertake unauthorized improvements or modifications to a Home, the Common Areas or the Club; or

19.2.5. Impede Developer or Club Owner from proceeding with or completing the development of Legends Community or Club, as the case may be.

Then Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.3. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.3.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.3.2. Commence an action to recover damages; and/or

19.3.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

19.4. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.5. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.6. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

19.7. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

20. Additional Rights of Developer.

20.1. Sales and Administrative Offices. For so long as Developer owns any property in Legends Community, is affected by this Declaration, or maintains a sales or administrative office within Legends Community, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Legends Community and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Legends Community. This right shall include, but not be limited to, the right to maintain models, sales offices, sales trailer and parking associated therewith, have signs on any portion of Legends Community, including Common Areas and the Club, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas and the Club to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

20.2. Modification. The development and marketing of Legends Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Legends Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

20.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Legends Community and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Legends Community and Homes in advertisements and other media by making reference to Legends Community, including, but not limited to, pictures or drawings of Legends Community, the Club, Common Areas, Parcels and Homes constructed in Legends Community. All logos, trademarks, and designs used in connection with Legends Community are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date



except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

20.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Legends Community.

20.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, upon and across Legends Community so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.7. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Charges.

20.8. Additional Development. If Developer withdraws portions of Legends Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

20.9. Representations. Developer makes no representations concerning development both within the boundaries of Legends Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Legends Community or in Legends Community or adjacent or near Legends Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.10. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Legends Community; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

20.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LEGENDS COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.11.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LEGENDS COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LEGENDS COMMUNITY AND THE VALUE THEREOF; AND

20.11.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR LAKE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

20.11.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LEGENDS COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.12. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, 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 PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A

COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.13. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN LAKE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN LAKE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN LAKE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA.

20.14. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LEGENDS COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS 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 DEVELOPER, 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 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.

21. Telecommunications Services.

21.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Legends Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Legends Community as agreed, from time to time, between the Telecommunications Provider and Developer, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Developer and/or Association.

21.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement

and right-of-way across, over, under and upon Legends Community for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Legends Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Legends Community, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

21.3. **Restoration.** Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

## 22. Monitoring System.

22.1. **Right to Install.** Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Legends Community. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Legends Community may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, BUILDERS, NEIGHBORHOOD ASSOCIATION, CLUB OWNER, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.2. **Components.** The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

22.3. **Part of Operating Costs.** If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion

of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Legends Community.

22.4. Club Owner. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Monitoring System. In the event that the system requires that each Owner accessing Legends Community use a card to enter the Legends Community, each employee, the Manager, and each Member of the Club (as such terms are defined in the Club Covenants) shall also be entitled to such a card upon payment to Association of the actual cost of such card plus a reasonable administrative expense.

22.5. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, or Club Owner, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Legends Community or any residential subdivision contained therein. Developer, Builders, Association and the Neighborhood Associations do not guarantee or warrant, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the Neighborhood Associations, the personal property located within Homes. Developer, Builders, the Neighborhood Association, and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

23. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

24. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

25. General Provisions.

25.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

25.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

25.3. Execution of Documents. Developer's plan of development for the Legends Community (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any

consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Parcel, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Legends Community or any portion(s) thereof.

25.4. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy. This Section shall not be amended, except by Developer.

25.5. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

25.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

25.7. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which may include, among other items, the following documents and all amendments thereto (collectively, the "Title Documents"):

25.7.1. Notice of preliminary development agreement for a development of regional impact, recorded in Official Records Book 1503 at Page 2206.

25.7.2. Resolution number 1994-226, recorded in Official Records Book 1357 at Page 1006.

25.7.3. Rights or claims of parties in possession not shown by the Public Records.

25.7.4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

25.7.5. Easements or claims of easements not shown by the Public Records.

25.7.6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands, and lands accreted to such lands.

25.7.7. Easements, rights-of-way, and other matters shown on the plat of Monte Vista Park Farms, according to the plat thereof recorded in Plat Book 2 at Page 27.

25.7.8. Possible homestead claims arising out of the interest of Rex V. McPherson, II, by virtue of the special warrant deed recorded in Official Records Book 1785 at Page 624. (The deed did not state the marital status of grantor and did not contain a recital that the property described in the deed did not constitute the homestead of the grantor under the laws or the constitution of the State of Florida).

25.7.9.. Restriction set forth in trustee's deed recorded in Official Records Book 1785 at Page 628 and special warranty deed recorded in Official Records Book 1785 at Page 639. (Restriction which provides that no mobile home or recreational vehicle park may be located on the subject property).

25.7.10. Restriction set forth in trustee's deed recorded in Official Records Book 1785 at Page 639 and special warranty deed recorded in Official Records Book 1785 at Page 624. (Restriction which provides that no mobile home or recreational vehicle park may be located on the subject property).

25.7.11. Easements in favor of Sumter Electric Cooperative, Inc., recorded in Official Records Book 226 at Page 115, Official Records Book 226 at Page 117, Official Records Book 286 at Page 58, and Official Records Book 286 at Page 61, as partially released by quit claim deeds recorded in Official Records Book 1487 at Page 1026, 1028 and 1030.

All of the foregoing are recorded in the Public Records of Lake County, Florida.

Developer's plan of development for Legends Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

25.8. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LEGENDS COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LEGENDS COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LEGENDS COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A

TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LEGENDS COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LEGENDS COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 7th day of March, 2000.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Print name:

Print name:

By:

Name:

Title:

{SEAL}

STATE OF FLORIDA

COUNTY OF Hillsborough

) SS.:

The foregoing instrument was acknowledged before me this 7th day of March, 2000 by Rob Ahrens as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida  
at Large

Print name:

DEBORA LYNN HUDRLIK



DEBORA LYNN HUDRLIK  
COMMISSION # CC 681982  
EXPIRES NOV 9, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.



DEBORA LYNN HUDRLIK  
COMMISSION # CC 681982  
EXPIRES NOV 9, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.



JOINDER

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7<sup>th</sup> day of March, 2000.

WITNESSES:

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit Corporation

Erin L. Cissel  
Print Name: ERIN L. CISSEL

Mary Elaine Forester  
Print Name: MARY ELAINE Forester

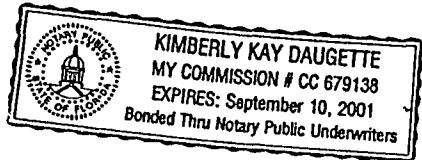
By: Deborah L Hudrik  
Name: Deborah L HUDRIK  
Title: Vice President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 7 day of March, 2000 by Deborah Hudrik as Vice President of LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or ho produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:



Kimberly K Daugeette  
NOTARY PUBLIC, State of Florida  
At Large

Print Name: Kimberly K DAUGETTE

EXHIBIT 1

LEGAL DESCRIPTION

The quality of this image is equivalent to the quality of the original document

EXHIBIT 1

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SHERBROOK AT LEGENDS

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. Book 1813 Page 1899

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40"; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET; THENCE N70°25'55"W 60.00 FEET; THENCE S19°50'50"W 15.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN SOUTHERLY 150.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 41°56'32"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S39°46'41"W 211.97 FEET; THENCE N88°54'59"W 136.64 FEET; THENCE N55°09'58"W 66.80 FEET; THENCE N73°00'22"W 80.34 FEET; THENCE N76°24'29"W 90.09 FEET; THENCE N67°01'07"W 94.27 FEET; THENCE N58°44'42"W 92.72 FEET; THENCE N56°19'12"W 159.35 FEET; THENCE N56°23'17"W 79.43 FEET; THENCE N74°01'45"W 74.61 FEET; THENCE N80°56'05"W 121.55 FEET; THENCE N60°26'17"W 71.78 FEET; THENCE N37°08'07"W 118.14 FEET; THENCE N15°58'34"E 171.51 FEET; THENCE N67°16'54"E 109.67 FEET; THENCE N85°04'49"E 83.94 FEET; THENCE S60°34'04"E 129.74 FEET; THENCE S61°40'32"E 202.05 FEET; THENCE N33°40'48"E 43.04 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A RADIAL LINE RUN N33°40'48"E 70.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS S33°40'48"W; THENCE RUN EASTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A

EXHIBIT 1

Page 2 of 5

Book 1813 Page 1900

NON-TANGENT LINE RUN S56°19'12"E 217.52 FEET TO THE BEGINNING OF A CURVE  
 CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE RUN  
 SOUTHEASTERLY 227.13 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE  
 OF 29°34'35" TO THE END OF SAID CURVE; THENCE S85°53'47"E 97.75 FEET TO THE  
 BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 560.00  
 FEET; THENCE RUN SOUTHEASTERLY 105.63 FEET ALONG THE ARC THEREOF THROUGH  
 A CENTRAL ANGLE OF 21°21'50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE  
 NORTHERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE RUN SOUTHEASTERLY  
 257.14 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°29'03" TO THE  
 BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF  
 460.00 FEET; THENCE RUN EASTERLY 266.66 FEET ALONG THE ARC THEREOF THROUGH  
 A CENTRAL ANGLE OF 33°12'52" TO THE END OF SAID CURVE; THENCE S64°48'08"E 67.66  
 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A  
 RADIUS OF 440.00 FEET; THENCE RUN SOUTHEASTERLY 86.75 FEET ALONG THE ARC  
 THEREOF THROUGH A CENTRAL ANGLE OF 11°17'47"; THENCE ALONG A NON-TANGENT  
 LINE RUN S74°18'50"E 25.00 FEET; THENCE N80°54'51"E 65.99 FEET; THENCE S75°42'30"E 25.00  
 FEET; THENCE S74°18'50"E 139.00 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 NORTHERLY AND HAVING A RADIUS OF 229.00 FEET; THENCE RUN EASTERLY 179.31 FEET  
 ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF  
 SAID CURVE; THENCE N60°49'21"E 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET; THENCE RUN NORTHEASTERLY  
 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°56'16" TO THE  
 END OF SAID CURVE; THENCE S79°14'23"E 129.16 FEET TO THE BEGINNING OF A CURVE  
 CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE RUN EASTERLY  
 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°16'42" TO THE  
 END OF SAID CURVE; THENCE N71°28'54"E 21.63 FEET TO THE SOUTHWESTERLY RIGHT-OF-  
 WAY LINE OF U. S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN  
 S18°22'36"E 150.14 FEET TO THE POINT OF BEGINNING.

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## BEACON RIDGE AT LEGENDS

EXHIBIT 1 Page 385

A PARCEL OF LAND LYING WITHIN SECTIONS 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **Book 1813 Page 1901**

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 2147.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°28'54"W 21.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE RUN WESTERLY 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°16'42" TO THE END OF SAID CURVE; THENCE N79°14'23"W 129.16 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET; THENCE RUN WESTERLY 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°56'16" TO THE END OF SAID CURVE; THENCE S60°49'21"W 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 229.00 FEET; THENCE RUN WESTERLY 179.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF SAID CURVE; THENCE N74°18'50"W 139.00 FEET; THENCE N75°42'30"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S80°54'51"W 65.99 FEET; THENCE N15°41'10"E 20.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE RUN NORTHERLY 79.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'03"; THENCE ALONG A NON-TANGENT LINE RUN S84°55'07"W 115.00 FEET; THENCE N17°13'29"W 57.91 FEET; THENCE N21°25'42"W 585.00 FEET; THENCE N22°58'38"W 66.97 FEET; THENCE N17°44'52"W 72.92 FEET; THENCE N12°48'49"W 72.92 FEET; THENCE N7°52'45"W 72.92 FEET; THENCE N2°56'42"W 72.92 FEET; THENCE N1°59'21"E 72.92 FEET; THENCE N8°21'18"E 72.86 FEET; THENCE N10°34'00"E 131.85 FEET; THENCE N4°53'18"E 56.46 FEET; THENCE N24°40'05"W 50.74 FEET; THENCE N55°38'43"W 50.74 FEET; THENCE N86°37'22"W 50.74 FEET; THENCE S66°08'59"W 58.56 FEET; THENCE S63°02'49"W 65.00 FEET; THENCE N26°57'11"W 115.00 FEET; THENCE N26°20'59"W 60.00 FEET; THENCE N26°59'34"W 115.00 FEET; THENCE N63°02'49"E 189.42 FEET; THENCE N89°01'37"E 129.22 FEET; THENCE S64°55'26"E 85.42 FEET; THENCE S52°19'00"E 85.42 FEET; THENCE S39°42'34"E 85.42 FEET; THENCE S27°06'09"E 85.42 FEET; THENCE S14°29'43"E 85.42 FEET; THENCE S1°24'29"E 91.90 FEET; THENCE S12°20'04"W 77.95 FEET; THENCE S10°34'00"W 65.00 FEET; THENCE S9°41'52"W 63.58 FEET; THENCE S3°58'36"W 62.20 FEET; THENCE S2°26'52"E 62.20 FEET; THENCE S8°52'20"E 62.20 FEET; THENCE S15°17'48"E 62.20 FEET; THENCE S20°46'54"E 63.83 FEET; THENCE S21°25'42"E 585.00 FEET; THENCE S22°05'36"E 72.04 FEET; THENCE S12°15'57"E 84.84 FEET; THENCE S85°11'39"W 119.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 280.00 FEET TO WHICH A RADIAL LINE BEARS N85°11'39"E; THENCE RUN SOUTHERLY 93.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'51" TO THE POINT OF BEGINNING.

EXHIBIT "A"

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Page 4 of 5

DEARCROFT AT LEGENDS

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **Book 1813 Page 1902**

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40" TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S19°50'50"W 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE RUN SOUTHEASTERLY 190.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE S55°15'22"E 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN SOUTHEASTERLY 149.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE S46°54'47"E 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTERLY 347.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE RUN

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EASTERLY 60.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 6°26'08"; THENCE ALONG A NON-TANGENT LINE RUN N0°47'56"E 116.13 FEET; THENCE S86°42'35"E 93.76 FEET; THENCE S76°55'18"E 322.44 FEET; THENCE S53°35'43"E 123.35 FEET; THENCE S21°34'07"E 149.73 FEET; THENCE S13°04'42"W 251.79 FEET; THENCE S13°01'59"W 87.37 FEET; THENCE S11°21'38"W 78.93 FEET; THENCE S8°54'57"W 78.93 FEET; THENCE S6°28'16"W 78.93 FEET; THENCE S4°46'36"W 79.77 FEET; THENCE S45°34'40"E 69.58 FEET; THENCE S35°09'04"E 116.23 FEET; THENCE S32°01'47"W 232.45 FEET; THENCE N80°47'22"W 187.61 FEET; THENCE N88°01'28"W 112.48 FEET; THENCE N90°00'00"W 80.00 FEET; THENCE N86°24'26"W 78.16 FEET; THENCE S76°21'51"W 62.77 FEET; THENCE S76°21'51"W 53.57 FEET; THENCE N38°58'32"W 232.45 FEET; THENCE N28°12'19"E 169.08 FEET; THENCE N18°58'56"E 81.87 FEET; THENCE N8°36'49"E 170.00 FEET; THENCE N8°59'32"E 86.50 FEET; THENCE N10°52'13"E 87.78 FEET; THENCE N12°43'43"E 86.42 FEET; THENCE N13°04'42"E 261.73 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET TO WHICH A RADIAL LINE BEARS N04°49'21"W; THENCE RUN WESTERLY 15.46 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 1°51'56" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE RUN NORTHWESTERLY 399.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE END OF SAID CURVE; THENCE N46°54'47"W 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE RUN NORTHWESTERLY 140.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE N55°15'22"W 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN NORTHWESTERLY AND NORTHEASTERLY 268.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE N19°50'50"E 15.63 FEET; THENCE S70°25'55"E 60.00 FEET TO THE POINT OF BEGINNING.

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## LEGENDS CLUBHOUSE SITE

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book 1813 Page 1904

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EXHIBIT 2

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 16, 2000, as shown by the records of this office.

The document number of this corporation is N00000001021.

Book 1813 Page 1905

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixteenth day of February, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

60 of 124

ARTICLES OF INCORPORATION  
OF  
LEGENDS-COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

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- 7.6. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.
- 7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred
- 7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and subject only to requirements in the Declaration, if any.
- 7.9. To purchase the Club by majority Board action as provided in the Club Covenants without the joinder or consent of the Owners or any other party.
- 7.10. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
- 7.11. The Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the St. Johns River Water Management District Permit no. 4-069-0357M-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.
- 7.12. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.
- 7.13. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.
- 7.14. To employ personnel and retain independent contractors to contract for management of Association and the Common Areas and the Club (if Association shall ever be appointed Club Manager or purchase the Club pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.
- 7.15. To contract for services to be provided to, or for the benefit of, Association, Club Owner, Owners, the Common Areas and Legends Community and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.
- 7.16. To establish committees and delegate certain of its functions to those committees.
- 7.17. To hold all funds and property owned or acquired by the Association in the name of the Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.
8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.
9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME:

E. Bing Hacker

Debora L. Hudrlik

Laura McPherson

ADDRESS:

1900 Kings Ridge Blvd.  
Clermont, Florida 33414

4902 Eisenhower Blvd., Ste. 100  
Tampa, Florida 33634

1900 Kings Ridge Blvd.  
Clermont, Florida 33414

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. Notwithstanding the foregoing, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agent having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) of the Association at a duly called meeting of the Members in which a quorum is present.

13. Limitations.

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

13.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

PATRICIA KIMBALL FLETCHER  
ZACK KOSNITZKY, P.A.  
100 Southeast 2nd Street, Suite 2800  
Miami, Florida 33131-2144

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	E. BING HACKER
Vice President:	DEBORA HUDRLIK
Secretary:	LAURA MCPHERSON
Treasurer:	LAURA MCPHERSON

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 11<sup>th</sup> day of February, 2000.

WITNESSES:

Jill S. Reiter  
Print name: Jill S Reiter

Maribel G. Gila  
Print name: Maribel G Gila

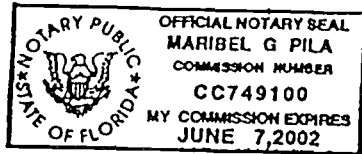
Patricia Kimball Fletcher  
PATRICIA KIMBALL FLETCHER, Incorporator

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2000 by PATRICIA KIMBALL FLETCHER who is personally known to me or produced N/A as identification.

My commission expires:

Maribel G. Pila  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: Maribel G. Pila



ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 15 day of February, 2000.

KTG&S REGISTERED AGENT CORPORATION

By: Michael Kosnitzky  
Michael Kosnitzky  
President

FILED  
00 FEB 16 AM 9:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Legends Country Club Articles  
February 10, 2000

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BY-LAWS

**BY-LAWS  
OF  
LEGENDS COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.**

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BY-LAWS  
OF  
LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 1900 Kings Ridge Boulevard, Clermont, Florida 34711, or at such other location designated by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Restrictions and Covenants for Legends Golf and Country Club Community (the "Declaration") relating to the residential community known as Legends Community recorded, or to be recorded, in the Public Records of Lake County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Prior to the Turnover Date, Developer shall have Voting Interests equal to one (1) plus the total number of votes held by all other Members. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be

treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be posted in a prominent place on the Common Areas within fourteen (14) days before the meeting (provided, however, in the case of any emergency, two (2) days notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club or Association.

3.5. Quorum of Members. Until the Turnover Date, a quorum shall be established by Developer's presence at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast thirty percent (30%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology

permits Members to participate in Members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members Meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) nor more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members other than Developer, the remaining Directors may fill such vacancy. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that Developer plans to build within the Legends Community.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone-conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. Generally. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration, the Community Standards and the Club Covenants, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services, and collect and remit the Club Charges if so directed by Club Owner.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing Legends Community by the Members, Tenants and their guests and invites, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.



6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
- Book 1813 Page 1969**
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
  19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
  20. This permit for construction will expire five years from the date of issuance.
  21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
  22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
  23. The operation and maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
  24. The proposed surface water management system must be constructed as per the plans received by the District on February 11, 1999.
  25. Prior to any lot sale or placement of impervious surface, whichever occurs first, the permittee must submit recorded copies of the Articles of Incorporation and Declaration of Restrictions and Covenants for Legends Golf and Country Club Community to the District.

Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicants Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

Book 1813 Page 1968

- 12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior to implementation so that a determination can be made whether a permit modification is required.
- 13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
- 14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
- 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
- 16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to the sale, conveyance or other transfer.

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this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be certified on the as-built drawings:

A. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;

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B. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;

C. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;

D. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;

E. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;

F. Existing water elevation(s) and the date determined; and

G. Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition No. 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and

6. At least 48 hours prior to commencement of activity authorized by this permit, the permitted shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.

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8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicants Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicants Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with

"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-069-0357M-ERP

LENNAR HOMES, INC.

DATED JUNE 8, 1999

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

**Book 1813 Page 1965**
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

Book 1813 Page 1964

PERMIT NO. 4-069-0357M-ERP

DATE ISSUED June 8, 1999

PROJECT NAME: LEGENDS, PHASE I

A PERMIT AUTHORIZING:

MODIFICATION TO A MASTER SYSTEM PERMIT THAT CONSISTS OF A MAIN ENTRANCE FROM US HIGHWAY 27, ASSOCIATED INTERNAL ROADS WITH CURB AND GUTTER, A STORMWATER SEWER SYSTEM WITH CONNECTION TO THE MASTER SURFACE WATER MANAGEMENT SYSTEM, A GOLF COURSE MAINTENANCE FACILITY, AND 133 SINGLE FAMILY RESIDENTIAL LOTS FOR A TOTAL OF 164.83 ACRES OF DEVELOPMENT KNOWN AS THE LEGENDS PHASE I.

LOCATION:

Section 4, 5, 8, 9, Township 23 South, Range 26 East  
Lake County

ISSUED TO:  
(owner)

LENNAR HOMES, INC.  
7600 NOB HILL RD.  
TAMARAC, FL 33321

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 8, 1999

AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management

Governing Board

By:

(DIRECTOR)

JEFF ELLEDGE

By:

(ASSISTANT SECRETARY)

HENRY DEAN

EXHIBIT 5

PERMIT

Book 1813 Page 1963



## LEGENDS CLUBHOUSE SITE

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book 1813 Page 1962

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 97.79 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°12'44" TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 353.28 FEET ALONG THE ARC OF AFORESAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'45" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40" TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET; THENCE S19°50'50"W 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE RUN SOUTHEASTERLY 190.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE S55°15'22"E 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN SOUTHEASTERLY 149.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE S46°54'47"E 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTERLY 347.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE RUN EASTERLY 60.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 06°26'08"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N00°47'56"E 181.95 FEET; THENCE N43°51'27"E 193.96 FEET; THENCE N03°40'23"E 68.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF CLUB PROPERTY

Book 1813 Page 1961

Legends Country Club Covenants  
February 11, 2000

## LEGENDS CLUBHOUSE SITE

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book 1813 Page 1960

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 97.79 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°12'44" TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 353.28 FEET ALONG THE ARC OF AFORESAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'45" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40" TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET; THENCE S19°50'50"W 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE RUN SOUTHEASTERLY 190.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE S55°15'22"E 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN SOUTHEASTERLY 149.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE S46°54'47"E 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTERLY 347.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE RUN EASTERLY 60.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 06°26'08"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N00°47'56"E 181.95 FEET; THENCE N43°51'27"E 193.96 FEET; THENCE N03°40'23"E 68.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

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EASTERLY 60.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF  $6^{\circ}26'08''$ ; THENCE ALONG A NON-TANGENT LINE RUN  $N0^{\circ}47'56''E$  116.13 FEET; THENCE  $S86^{\circ}42'35''E$  93.76 FEET; THENCE  $S76^{\circ}55'18''E$  322.44 FEET; THENCE  $S53^{\circ}35'43''E$  123.35 FEET; THENCE  $S21^{\circ}34'07''E$  149.73 FEET; THENCE  $S13^{\circ}04'42''W$  251.79 FEET; THENCE  $S13^{\circ}01'59''W$  87.37 FEET; THENCE  $S11^{\circ}21'38''W$  78.93 FEET; THENCE  $S8^{\circ}54'57''W$  78.93 FEET; THENCE  $S6^{\circ}28'16''W$  78.93 FEET; THENCE  $S4^{\circ}46'36''W$  79.77 FEET; THENCE  $S45^{\circ}34'40''E$  69.58 FEET; THENCE  $S35^{\circ}09'04''E$  116.23 FEET; THENCE  $S32^{\circ}01'47''W$  232.45 FEET; THENCE  $N80^{\circ}47'22''W$  187.61 FEET; THENCE  $N88^{\circ}01'28''W$  112.48 FEET; THENCE  $N90^{\circ}00'00''W$  80.00 FEET; THENCE  $N86^{\circ}24'26''W$  78.16 FEET; THENCE  $S76^{\circ}21'51''W$  62.77 FEET; THENCE  $S76^{\circ}21'51''W$  53.57 FEET; THENCE  $N38^{\circ}58'32''W$  232.45 FEET; THENCE  $N28^{\circ}12'19''E$  169.08 FEET; THENCE  $N18^{\circ}58'56''E$  81.87 FEET; THENCE  $N8^{\circ}36'49''E$  170.00 FEET; THENCE  $N8^{\circ}59'32''E$  86.50 FEET; THENCE  $N10^{\circ}52'13''E$  87.78 FEET; THENCE  $N12^{\circ}43'43''E$  86.42 FEET; THENCE  $N13^{\circ}04'42''E$  261.73 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET TO WHICH A RADIAL LINE BEARS  $N04^{\circ}49'21''W$ ; THENCE RUN WESTERLY 15.46 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF  $1^{\circ}51'56''$  TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE RUN NORTHWESTERLY 399.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF  $49^{\circ}46'29''$  TO THE END OF SAID CURVE; THENCE  $N46^{\circ}54'47''W$  32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE RUN NORTHWESTERLY 140.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF  $8^{\circ}20'35''$  TO THE END OF SAID CURVE; THENCE  $N55^{\circ}15'22''W$  375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN NORTHWESTERLY AND NORTHEASTERLY 268.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF  $75^{\circ}06'12''$  TO THE END OF SAID CURVE; THENCE  $N19^{\circ}50'50''E$  15.63 FEET; THENCE  $S70^{\circ}25'55''E$  60.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A"

Page 4 of 5

DEARCROFT AT LEGENDS

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book 1813 Page 1958

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40" TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S19°50'50"W 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE RUN SOUTHEASTERLY 190.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE S55°15'22"E 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN SOUTHEASTERLY 149.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE S46°54'47"E 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTERLY 347.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE RUN

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## BEACON RIDGE AT LEGENDS

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A PARCEL OF LAND LYING WITHIN SECTIONS 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS **Book 1813 Page 1957**

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S85°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 2147.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°28'54"W 21.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE RUN WESTERLY 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°16'42" TO THE END OF SAID CURVE; THENCE N79°14'23"W 129.16 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET; THENCE RUN WESTERLY 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°56'16" TO THE END OF SAID CURVE; THENCE S60°49'21"W 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 229.00 FEET; THENCE RUN WESTERLY 179.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF SAID CURVE; THENCE N74°18'50"W 139.00 FEET; THENCE N75°42'30"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S80°54'51"W 65.99 FEET; THENCE N15°41'10"E 20.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE RUN NORTHERLY 79.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'03"; THENCE ALONG A NON-TANGENT LINE RUN S84°55'07"W 115.00 FEET; THENCE N17°13'29"W 57.91 FEET; THENCE N21°25'42"W 585.00 FEET; THENCE N22°58'38"W 66.97 FEET; THENCE N17°44'52"W 72.92 FEET; THENCE N12°48'49"W 72.92 FEET; THENCE N7°52'45"W 72.92 FEET; THENCE N2°56'42"W 72.92 FEET; THENCE N1°59'21"E 72.92 FEET; THENCE N8°21'18"E 72.86 FEET; THENCE N10°34'00"E 131.85 FEET; THENCE N4°53'18"E 56.46 FEET; THENCE N24°40'05"W 50.74 FEET; THENCE N55°38'43"W 50.74 FEET; THENCE N86°37'22"W 50.74 FEET; THENCE S66°08'59"W 58.56 FEET; THENCE S63°02'49"W 65.00 FEET; THENCE N26°57'11"W 115.00 FEET; THENCE N26°20'59"W 60.00 FEET; THENCE N26°59'34"W 115.00 FEET; THENCE N63°02'49"E 189.42 FEET; THENCE N89°01'37"E 129.22 FEET; THENCE S64°55'26"E 85.42 FEET; THENCE S52°19'00"E 85.42 FEET; THENCE S39°42'34"E 85.42 FEET; THENCE S27°06'09"E 85.42 FEET; THENCE S14°29'43"E 85.42 FEET; THENCE S1°24'29"E 91.90 FEET; THENCE S12°20'04"W 77.95 FEET; THENCE S10°34'00"W 65.00 FEET; THENCE S9°41'52"W 63.58 FEET; THENCE S3°58'36"W 62.20 FEET; THENCE S2°26'52"E 62.20 FEET; THENCE S8°52'20"E 62.20 FEET; THENCE S15°17'48"E 62.20 FEET; THENCE S20°46'54"E 63.83 FEET; THENCE S21°25'42"E 585.00 FEET; THENCE S22°05'36"E 72.04 FEET; THENCE S12°15'57"E 84.84 FEET; THENCE S85°11'39"W 119.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 280.00 FEET TO WHICH A RADIAL LINE BEARS N85°11'39"E; THENCE RUN SOUTHERLY 93.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'51" TO THE POINT OF BEGINNING.

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EXHIBIT A

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NON-TANGENT LINE RUN S56°19'12"E 217.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE RUN SOUTHEASTERLY 227.13 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°34'35" TO THE END OF SAID CURVE; THENCE S85°53'47"E 97.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN SOUTHEASTERLY 105.63 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 21°21'50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE RUN SOUTHEASTERLY 257.14 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°29'03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE RUN EASTERLY 266.66 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE END OF SAID CURVE; THENCE S64°48'08"E 67.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE RUN SOUTHEASTERLY 86.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°17'47"; THENCE ALONG A NON-TANGENT LINE RUN S74°18'50"E 25.00 FEET; THENCE N80°54'51"E 65.99 FEET; THENCE S75°42'30"E 25.00 FEET; THENCE S74°18'50"E 139.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 229.00 FEET; THENCE RUN EASTERLY 179.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF SAID CURVE; THENCE N60°49'21"E 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET; THENCE RUN NORTHEASTERLY 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°56'16" TO THE END OF SAID CURVE; THENCE S79°14'23"E 129.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE RUN EASTERLY 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°16'42" TO THE END OF SAID CURVE; THENCE N71°28'54"E 21.63 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S18°22'36"E 150.14 FEET TO THE POINT OF BEGINNING.

The quality of this image is equivalent to the quality of the original document.

## STIERBROOK AT LEGENDS

EXHIBIT A

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A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40"; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET; THENCE N70°25'55"W 60.00 FEET; THENCE S19°50'50"W 15.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN SOUTHERLY 150.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 41°56'32"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S39°46'41"W 211.97 FEET; THENCE N88°54'59"W 136.64 FEET; THENCE N55°09'58"W 66.80 FEET; THENCE N73°00'22"W 80.34 FEET; THENCE N76°24'29"W 90.09 FEET; THENCE N67°01'07"W 94.27 FEET; THENCE N58°44'42"W 92.72 FEET; THENCE N56°19'12"W 159.35 FEET; THENCE N56°23'17"W 79.43 FEET; THENCE N74°01'45"W 74.61 FEET; THENCE N80°56'05"W 121.55 FEET; THENCE N60°26'17"W 71.78 FEET; THENCE N37°08'07"W 118.14 FEET; THENCE N15°58'34"E 171.51 FEET; THENCE N67°16'54"E 109.67 FEET; THENCE N85°04'49"E 83.94 FEET; THENCE S60°34'04"E 129.74 FEET; THENCE S61°40'32"E 202.05 FEET; THENCE N33°40'48"E 43.04 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A RADIAL LINE RUN N33°40'48"E 70.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS S33°40'48"W; THENCE RUN EASTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A



EXHIBIT A

LEGAL DESCRIPTION OF LEGENDS COMMUNITY

Book 1813 Page 1954

Legends Country Club Covenants  
February 11, 2000

::ODMA\PCDOCS\ZK62233\12 1998\07\01, 11:04 am

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JOINDER

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7<sup>th</sup> day of March 2000.

WITNESSES:

Erin L. Cissel  
Print Name: ERIN L. CISSEL

Mary Elaine Forester  
Print Name: MARY ELAINE FORESTER

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit Corporation

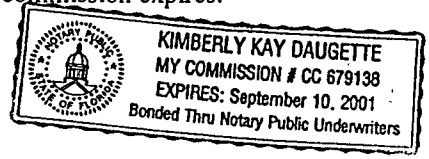
By: Deborah L Hudrik  
Name: Deborah L Hudrik  
Title: Vice President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 7 day of March, 2000 by Deborah Hudrik as Vice President of LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or ho produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:



Kimberly K Daugette  
NOTARY PUBLIC, State of Florida  
At Large

Print Name: Kimberly K Daugette

34. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of these Club Covenants, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of these Club Covenants, the Purchase Option, the Mortgage, the Note, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

NOW THEREFORE, Lennar Homes, Inc., as Club Owner, has set its signature and seal below this 7th day of March, 2000.

WITNESSES:

LENNAR HOMES, INC. a  
Florida corporation

Christine Solemark  
Print name: Christine Solemark  
Anne Duffly  
Print name: Anne Duffly

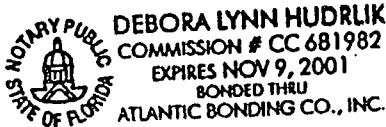
By: Robert Ahrens  
Name: Robert Ahrens  
Title: V.P.  
{SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 7th day of March, 2000 by Rob Ahrens as Vice Pres of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Deborah Lynn Hudrlik  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: DEBORA LYNN HUDRLIK



ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD TITLE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THESE CLUB COVENANTS ARE VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THESE CLUB COVENANTS ARE INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THESE CLUB COVENANTS, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS 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 CLUB 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 THESE CLUB COVENANTS, 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.

29. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to these Club Covenants shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of these Club Covenants benefitting 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. Prior to the date that any third party owns the Club, Club Owner shall have the right to amend these Club Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible.—By way of example, Club Owner may terminate these Club Covenants (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Legends Community to these Club Covenants by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner sole and absolute discretion, to remove portions of Legends Community from the benefit and encumbrance of these Club Covenants by amendment recorded in the Public Records.

30. Severability. Invalidation of any of the provisions of these Club Covenants by judgment or court order shall in no way affect any other provision, and the remainder of these Club Covenants shall remain in full force and effect.

31. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of these Club Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

32. Florida Statutes. Whenever these Club Covenants refer to the Florida Statutes, they shall be deemed to refer to the Florida Statutes as they exist on the date the Club Covenants are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

33. Headings. The headings within these Club Covenants are for convenience only and shall not be used to limit or interpret the terms hereof.

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23. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that these Club Covenants are unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that these Club Covenants, as so modified, are in full force and effect) and the date to which the Club Charges are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to these Club Covenants. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that these Club Covenants are in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Charges have been paid as stated by Club Owner.

24. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more of the Club Covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club 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 Club 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 Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

25. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

26. Resolution of Disputes. ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THESE CLUB COVENANTS COMPRISE A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THESE CLUB COVENANTS 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 PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THESE CLUB COVENANTS, 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. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

27. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THESE CLUB COVENANTS LEGALLY AND FACTUALLY WERE EXECUTED IN LAKE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN LAKE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN LAKE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA.

28. Release. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THESE CLUB COVENANTS. BY

20.3. Compliance with Declaration and these Club Covenants. The failure of Association to observe or perform any other covenant, condition or provision of the Declaration relating to the Club or these Club Covenants to be observed or performed by Association, unless the same is cured by Association within twenty (20) days after notice, provided, however, that notice shall not be required if the failure of Association shall be of such a nature as to expose Club Owner or the Club to irreparable injury or material and adverse risk.

20.4. Insolvency. The making by Association of any general assignment for the benefit of creditors, the filing by or against Association of a petition to have Association adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against Association, the same is dismissed within thirty (30) days), the appointment of a trustee or receiver to take possession of substantially all of Association's assets, or the attachment, execution or other judicial seizure of substantially all or any material part of Association's assets.

21. Remedies. In the event of any such default or breach by Association, Club Owner may at any time thereafter, with or without notice or demand, and without limiting Club Owner in the exercise of any other right or remedy which Club Owner may have, at law or equity, exercise any one or more of the following additional remedies:

21.1. Terminate Association's Responsibilities. Club Owner may immediately terminate Association's ability to operate and manage the Club as Club Manager and may re-assume the sole right to operate and manage the Club. Upon receipt of such notice the license granted to Association to occupy the Club as Club Manager shall forthwith terminate, provided, however Association shall remain liable to Club Owner as hereinafter provided. Thereafter, all payments of Club Charges shall be made directly by the Owners, to Club Owner, or its designee.

21.2. Charge the Association Interest. In the case of any such default by Association all sums then due hereunder shall bear interest thereon at the Default Rate until paid.

21.3. Right to Add Costs to Club Operating Costs. All damages, costs, expenses, losses, liabilities and other amounts suffered by Club Owner due to a default by Association shall be, at the direction of Club Owner, be considered part of the Club Operating Costs. Club Owner may, but is not obligated to, cure any breach hereof by Association, the expense of which, together with interest at the Default Rate, shall be paid by Owners as part of the Club Charges, upon demand.

21.4. Right to Notify Owners. Club Owner may notify Owners that Club Charges are to be paid directly to Club Owner.

21.5. Remedies Cumulative. The specific remedies of Club Owner under the terms of these Club Covenants are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Association of any provisions of these Club Covenants. In addition to the other remedies provided in these Club Covenants, Club Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of these Club Covenants or obtain specific performance of any such provisions. Association hereby stipulates that such violation or attempts or threatened violation constitutes irreparable injury to Club Owner.

22. Security for Association's Agreements. To further secure payment and performance of all of Association's obligations hereunder, Association gives, grants, pledges with and assigns to Club Owner a first lien and charge upon all furniture and fixtures, goods and chattels of Association, which may be brought or put on the Club. Association agrees that such lien for the payment of the charges may be enforced by distress, foreclosure or otherwise, at the option of Club Owner.

Club Covenants. Neither Association nor any Owner shall be entitled to cancel these Club Covenants or any abatement in Club Charges on account of any such occurrence.

18. Eminent Domain. If, during the operation of these Club Covenants, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1. Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate these Club Covenants and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, these Club Covenants and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2. Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club 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 Club, or to terminate these Club Covenants as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and 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. In addition Association shall, and does hereby, indemnify and save harmless Club Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Club, by reason or as a result of Association's operation, management, or occupancy of the Club as Club Manager, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fee, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. Association shall immediately give Club Owner notice in writing that the same are about to be incurred and Club Owner shall have the option to make the necessary investigation and employ, at the expense of Association, counsel of Club Owner's own selection for the defense of any such claims and expenses, etc. The indemnifications provided in this Section shall survive termination of these Club Covenants. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

20. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of these Club Covenants by Association:

20.1. Abandonment. The vacation or abandonment of the Club by Association or Owners.

20.2. Failure to Pay. The failure by Association to make any payment required to be made hereunder to Club Owner within ten (10) days after the same is due.

14.9. Waiver of Rules and Regulations. Club Owner may waive the application of any Rules and Regulations to one or more Owners, Tenants, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Tenants and Owners.

15. Violation of the Rules and Regulations.

15.1. Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

15.1.1. such person is not an Owner or a Tenant;

15.1.2. the Member violates one or more of these Rules and Regulations;

15.1.3. an Immediate Family Member, guest or other person for whom a Member is responsible violates one or more of these Rules and Regulations;

15.1.4. an Owner fails to pay Club Charges in a proper and timely manner; or

15.1.5. a Member, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

15.2. Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Tenant if such Tenant's Owner fails to pay Club Charges due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Immediate Family Member, or Club Manager may prohibit a Member and his Immediate Family Members from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Charges or any other fees. During the restriction or suspension, Club Charges shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Charges and other amounts due to the Club are paid in full.

16. 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 Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Charges, including the Club Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club 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 Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate these Club Covenants and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, 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 these



if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

14.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members, and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3. Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club 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 and wallets, books and clothing left in the pool areas.

14.4. Activities. Any Member, Immediate Family Member, 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 Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member, or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5. Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6. Indemnification of Club Owner. In addition, each Member, Immediate Family Member, and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members, and their guests, or the interpretation of these Club Covenants, and/or the Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7. Attorneys' Fees. Should any Member and/or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

14.8. Unrecorded Rules. Club Owner may adopt rules and regulations ("Rules and Regulations") from time to time. Such Rules and Regulations may not be recorded; therefore, each Owner and Tenant should request a copy of unrecorded Rules and Regulations from the Club and become familiar with the same. Such Rules and Regulations are in addition to the general restrictions set forth in this Section.

firm or entity as it shall direct. All sums due to Club Owner under the terms of these Club Covenants, if collected by Association, shall immediately be delivered, to Club Owner.

10.5.14. Special Use Fees. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall make and collect Special Use Fees against Owners subject to the provisions of these Club Covenants.

10.5.15. Rules and Regulations. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall promulgate, adopt and amend rules and regulations as it deems advisable, subject to the prior approval of Club Owner. Association shall also enforce such rules and regulations.

10.5.16. Insurance. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall obtain all insurance required in connection with the Club in the form required by Club Owner, all of which shall name Club Owner as "Additional Insured." Club Owner shall have the right to approve every aspect of such insurance policies including, without limitation the underwriters.

10.5.17. Professionals. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall retain and employ such professionals and other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder and to employ same on such basis as it deems most beneficial.

11. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.

12. Attorney's Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorney's and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Charges, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the Applicable Rate, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member, and other person entitled to use the Club shall comply with following general restrictions:

14.1. Minors. Minors fourteen (14) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under fourteen (14) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing,

10.5.5. Club Covenants Compliance. At the written direction of Club Owner, Association shall cause to be placed and kept in force and perform all obligations relating to all insurance required by the terms of these Club Covenants.

10.5.6. Compliance with Laws. At any time Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall operate, maintain, and repair the Club so as to comply with, and suffer no default under, all applicable laws, statutes, ordinances, rules and regulations of all applicable governmental and quasi-governmental authorities, the Title Documents, insurance policies and/or guidelines, mortgages and/or encumbrances, relating to the Club or the use thereof now or hereafter in effect.

10.5.7. Hazardous Materials. Association: (a) shall not permit any activity to be conducted in, on or about the Club which would have the effect of polluting or in any way cause the Club to be detrimentally affected by pollutants (including elevated radon levels), toxic materials, petroleum oil and/or waste oil, or any "hazardous substance or waste." The Club shall not be used for the handling, storage, treatment, generation, transportation or disposal of pollutants, toxic materials, petroleum oil and/or waste oil, any hazardous substance or any hazardous waste, including, but not limited to, solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals (except for chemicals used for the pool and cleaning) or waste (including materials to be recycled, reconditioned or reclaimed); (b) shall not install, use or dispose of, on or incorporate into, the Club any asbestos or asbestos containing material; (c) except for tanks installed by Club Owner, shall not locate, replace or remove or fill any underground storage tanks on the Club; (d) shall at all times be in compliance with all applicable federal, state, county and local statutes, laws and regulations concerning or related to environmental protection and regulation.

10.5.8. Liens. Association shall not subject the Club to, or permit the Club to be subject to, any lien, charge, cost or expense including, but not limited to, a construction lien as contemplated by the law of the State of Florida. Should any lien or claim of lien be filed, or should any suit or other judicial or quasi-judicial proceeding be instituted for which Club Owner or the Club may be encumbered, liable or accountable, then in that event Association shall be in default of these Club Covenants, unless within ten (10) days thereafter, Association shall furnish a bond, transferring the lien to bond, in compliance with law.

10.5.9. Alterations. In the event that Association is acting as Club Manager pursuant to Club Owner's written direction, Association will not make any alterations or changes in the Club without the prior written consent of Club Owner, which may be withheld or denied in Club Owner's sole discretion for any reason whatsoever.

10.5.10. Financial Responsibilities. At any time Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall maintain financial record books, accounts and other records as concerns the Club, issue certificates of account to Owners, their mortgagees and lienors, as required.

10.5.11. Maintenance of Records. Association shall maintain books and records sufficient to describe its services hereunder in accordance with prevailing accounting standards to identify the source of all funds collected by it, and the disbursement thereof.

10.5.12. Budget. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall adopt a budget which provides for funds needed for all expenses and reserves, including the Club Fees, within the fiscal year of the Club.

10.5.13. Collection. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall collect all Club Charges and enforce, with all due diligence, the provisions of these Club Covenants relating thereto. The Club Charges due from each Owner may, at Association's discretion, be payable to such

10.2. Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Charges against Homes, may enforce the Rules and Regulations of the Club, and prepare the Budget for the Club.

10.3. Designation of Manager. Club Owner shall have the right, but not the obligation, in its sole discretion, to: (i) appoint Association as the Club Manager; and (ii) relinquish and/or assign to Association some or all off the rights reserved to Club Owner herein. Association shall be obligated to accept such designation and/or assignment and fulfill the obligations relating thereto without any compensation whatsoever.

10.4. Management by Association. At any time, and from time to time, Club Owner may notify Association in writing that Association shall act as the Club Manager or assume some of the responsibilities of Club Owner (e.g., landscape maintenance). In such event, Club Owner shall provide Association with a specific written list of all of Association's obligations as Club Manager. Thereafter, Association shall have the right and obligation to operate, manage, insure and maintain the Club strictly in accordance with the provisions of these Club Covenants and the specific written directions of Club Owner. Association shall be obligated to accept such appointment without conditions or claim. During the time that Association acts as the Club Manager pursuant to Club Owner's written direction, Association shall have all powers and duties of Club Owner assigned by Club Owner in such written direction. No surrender of operation and management of the Club by Association shall be valid unless accepted by Club Owner in writing.

10.5. Association's Duties Upon Request by Club Owner. Association covenants throughout the term of these Club Covenants, and any renewals or extensions hereof, at the sole cost and expense of the Owners, to operate, manage, insure, maintain and take good care of the real property comprising the Club and landscaping and buildings and improvements now or at any time erected thereon and all apparatus, fixtures and building service equipment used or procured for use in connection with the operation of the Club, and to repair and maintain them in a first class condition, reasonable wear and tear excepted, to the extent that it is requested to do so in writing by Club Owner. At the written request of Club Owner, Association also covenants to keep the same in good order and condition, excepting reasonable wear and tear, and promptly make all necessary repairs, both to the interior and exterior thereto, including replacements or renewals when necessary, and all such repairs, replacements and renewals shall be at least equal in quality and class to the original work. In connection therewith, as and when requested by Club Owner, Association shall have, by way of illustration and not limitation, the following powers, obligations, and duties:

10.5.1. Reports. At the written direction of Club Owner, Association shall prepare monthly and annual reports detailing costs and expenses of the Club in the accounting format reasonably requested by Club Owner. Such reports shall be accompanied by any back-up invoices and documentation required by Club Owner, and shall include year to date totals if and to the extent required by Club Owner.

10.5.2. Hiring and Supervision. At the written direction of Club Owner, Association shall cause to be hired, paid and supervised, and/or discharged, all necessary persons, firms or corporations. Association shall maintain all required worker's compensation insurance.

10.5.3. Contracts. At the written direction of Club Owner, Association shall enter into contracts for all services necessary for the operation, maintenance, insurance, upkeep, repair, refurbishment, replacement and preservation of the Club. Each such contract shall not be binding on Club Owner and shall contain a provision that such contract can be terminated by Club Owner on thirty (30) days notice without cause.

10.5.4. Purchases. At the written direction of Club Owner, Association shall purchase equipment, tools, vehicles, appliances, goods, supplies and materials as may be necessary and/or appropriate.

recorded in the Public Records prior to the Claim of Lien. The Club 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 such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club 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 added to Club Charges payable by such Owner with appropriate interest.

9.4. Acceleration. In the event of a default in the payment of any Club Charges and related fees and expenses, Club Owner may accelerate the Club Charges for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

9.5. Non-payment. If any Club Charges are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club 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. Club 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. Liens for Club Charges under these Club Covenants shall be prior to the liens of Association.

9.6. 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, Club or abandonment of a Home.

9.7. Suspension. Should a Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Tenant's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

## 10. Control.

10.1. Control Prior to Transfer. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party or Association as Club Manager, if ever, as hereinafter provided.

8.7.3. Diligence. If Club Owner directs Association to collect Club Charges, Association shall diligently and at Association's expense (to the extent not otherwise payable by a delinquent Owner) enforce collection of all delinquencies including enforcement of all liens in the name of Club Owner.

8.7.4. Application of Funds. Notwithstanding anything to the contrary contained in the Declaration, by its joinder in these Club Covenants, Association agrees that in the event that Club Owner directs Association to collect Club Charges, and Association collects Club Charges and Assessments from a particular Owner for any month (whether or not those funds are designated as payment of Club Charges or Assessments), those funds shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, then to the payment of Special Use Fees and other amounts due to Club Owner, and then to the payment of Assessments for Association purposes. Notwithstanding the foregoing, if such Owner thereafter makes additional payment to Association, such additional payments shall be applied to bring all Club Charges and Assessments for the first month of delinquency current before funds are applied to the next month's Club Charges.

8.7.5. Association Also Acting As Club Manager. During any period that Association is operating the Club as Club Manager at the direction of Club Owner pursuant to these Club Covenants, then Association is granted the conditional license to retain those portions of the Club Charges other than the Club Fee for the strict purpose of paying the Club Operating Costs.

9. Creation of the Lien and Personal Obligation.

9.1. Claim of Lien. Each Owner, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Club Charges, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date these Club Covenants are recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Charges, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, 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 as of the Home at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Such lien may be enforced by Association at Association's expense or at Club Owner's written discretion enforced by Club Owner, however, the claim of Club Owner for Club Charges is paramount to all claims of Association. Further, the lien created by this Section is superior to the lien of Association for Assessments.

9.2. Right to Designate Collection Agent. If Club Owner has requested at any time that Association act as Club Owner's collection agent, Club Owner may thereafter notify Association at any time in writing that it no longer wishes to have Association collect the Club Operating Costs, Special Use Fees, and/or the Club Fees. In such event, Club Owner shall collect the Club Operating Costs, Special Use Fees, and/or Club Fees. At any time thereafter, Club Owner may direct Association in writing to again collect such Club Operating Costs, Special Use Fees, and/or Club Fees. Club Owner's right to designate who shall collect Club Operating Costs, Special Use Fees, and/or Club Fees shall be perpetual.

9.3. Subordination of the Lien to Mortgages. The lien for Club Charges, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is

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7. Working Capital Fund. There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working capital contribution ("Club Working Capital Fund") in the amount equal to two (2) months of Club Charges (as projected by Club Owner if unknown) or otherwise by Club Owner. Each Owner's contribution to the Club Working Capital Fund shall be transferred to Club Owner at that time. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Operating Costs. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Working Capital Fund in its sole and absolute discretion.

8. Determination of Club Operating Costs.

8.1. Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2. Adoption of Budget. Club Charges shall be established by the adoption of a projected operating budget (the "Budget"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3. Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Operating Costs for the year is, after the actual Club Operating Costs for that period is known, more or less than the actual Club Operating Costs, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Charges shall be adjusted to reflect such deficit or surplus.

8.4. No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Charges, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5. Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6. Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club 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.

8.7. Collection.

8.7.1. Association's Collection Responsibilities. If directed in writing by Club Owner, Association or a Neighborhood Association, shall collect the Club Charges, Special Use Fees, and any other amounts due to Club Owner at the same time it collects Assessments from the Owners. Upon the due date, Association or a Neighborhood Association shall be deemed to hold the same in trust for Club Owner and for the payments required hereby, and shall immediately forward all amounts due for Homes closed to Club Owner, together with a record of which Owners did, and did not pay.

8.7.2. Record Keeping. If directed in writing by Club Owner, Association shall use special computer software or accounting practices in connection with Association's record keeping responsibilities respecting Club Charges, Special Use Fees, and other amounts due to Club Owner. By way of example, Club Owner may require information on computer disk prepared using a specific type of software.

6.7. Excuse or Postponement. Club Owner may excuse or postpone Club Charges in its sole and absolute discretion.

6.8. Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Charges. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within Legends Community, Club Owner agrees to pay the difference, if any, between actual Club Operating Costs and Club Charges paid by Owners, if any.

6.9. Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to a Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities, which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner.

6.10. Additional Club Charges. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Charges against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.11. Commencement of First Charges. The obligation to pay Club Charges, including, without limitation, the Club Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to a Owner from Developer or a Builder. Notwithstanding the foregoing, no Owner shall be obligated to pay Club Charges until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities or completion of a swimming pool).

6.12. Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.13. Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Charges created by these Club Covenants. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, obligations and Assessments under/by required this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Charges payable by such Owner.

6.14. Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Charges. It is not intended that any third party rely on any budget in electing to purchase a Home. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Operating Costs. Budgets may not take inflation into account.

6.15. Change In Terms of Offer. Club Owner may provide that some Owners pay Club Fees on a different basis than other Owners by recording a supplement or amendment to these Club Covenants with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Fees so long as the Club Fee applicable to any particular Home is in accordance with the Club Covenants.



reserves the right to change the payment period from time to time (e.g., to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Charges on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1. Club Operating Costs. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Operating Costs. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Operating Costs shall be allocated so that each Owner shall pay his or her pro rata portion of Club Operating Costs based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in Legends Community conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

6.2. Club Fee. Each Owner of any Home within Legends Community shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the Club Fee (the "Club Fee") of:

\$20 Dollars per month from January 1, 2000 until December 31, 2000;  
 \$24 Dollars per month from January 1, 2001 until December 31, 2001;  
 \$25 Dollars per month from January 1, 2002 until December 31, 2002;  
 \$28 Dollars per month from January 1, 2003 until December 31, 2003;  
 \$29 Dollars per month from January 1, 2004 until December 31, 2004;  
 \$30 Dollars per month from January 1, 2005 until December 31, 2005;  
 \$33 Dollars per month from January 1, 2006 until December 31, 2006;  
 \$34 Dollars per month from January 1, 2007 until December 31, 2007;  
 \$40 Dollars per month from January 1, 2008 until December 31, 2008;  
 \$41 Dollars per month from January 1, 2009 until December 31, 2009;  
 \$42 Dollars per month from January 1, 2010 until December 31, 2010;  
 \$43 Dollars per month from January 1, 2011 until December 31, 2011;  
 \$44 Dollars per month from January 1, 2012 until December 31, 2012.  
 \$50 Dollars per month from January 1, 2013 until December 31, 2013.

Each year thereafter the monthly Club Fee shall increase by Two Dollars (\$2.00). No Club Fee shall be payable at such time, if ever, as Association becomes Club Owner.

6.3. Taxes. In addition to the Club Fee, the Owner's prorata share of Club Operating Costs and Club Charges, each Owner shall pay all applicable sales, use or similar taxes now or thereafter imposed on the Club Fee, Club Operating Costs and Club Charges.

6.4. Builders. Builders shall have no membership rights relative to the Club. Upon conveyance of a Home from a Builder to an Owner, the Owner shall pay Club Charges on the Home owned by such Owner.

6.5. Perpetual. Each Owner's obligation to pay Club Charges shall be perpetual regardless of whether such Home is occupied, destroyed renovated, replaced, rebuilt or leased.

6.6. Individual Homes (Single Family Residences). Owners of individual Homes (whether attached or detached Homes) shall pay Club Charges for one membership per month per Home. If an Owner owns more than one Home, Club Charges are payable for each and every Home owned by such Owner.

5.3.2.1.3. Terms. From and after the date of the Note, Association shall pay to Club Owner monthly in arrears on the first day of each and every calendar month interest on the principal sum outstanding under the Note at the Applicable Rate, unless the Default Rate shall be applicable. In addition, Association shall pay a portion of the principal sum secured by the Note that will amortize the entire principal sum over the term of the loan, with the final payment of principal, and all accrued and unpaid interest, due on the Maturity Date. Association shall pay Club Owner a late charge of five percent (5%) of any periodic interest payment not received by Club Owner within ten (10) days after the installment is due. This late charge is to cover Club Owner's administrative costs in processing each late payment. During the period of any default under the terms of the Note, the Mortgage, or any other document securing the Note, the Default Rate shall be applicable to the entire indebtedness then outstanding under the Note. The Note may be prepaid in full or in part at any time without notice, premium, or penalty. All payments received by Club Owner, including any partial payments permitted hereunder, shall be applied as follows: first, to the payment of fees and other charges then due or payable hereunder or under the Mortgage or other documents securing the Note; second, to any late payment charges which remain unpaid; third, to the payment of interest; fourth, to accrued and unpaid interest; and fifth, to the reduction of the outstanding principal balance.

5.3.2.2. Mortgage. Association shall execute the Mortgage. The Mortgage shall be in the form used for commercial transactions of comparable size as determined by Club Owner in its sole and absolute discretion. It shall require that Association (i) escrow tax and insurance payments on a monthly basis with Club Owner in a non-interest bearing account; (ii) provide Club Owner with monthly and annual operating statements, annual financial statements, and other financial information (e.g., the Budget); (iii) maintain the Club in a first class condition; and (iv) insure the Club for full replacement value; and (v) provide rental insurance and liability insurance in such amounts necessary to fully protect the mortgagee under the Mortgage.

5.3.3. Nature of Transfer. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. 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 Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Club, personal property and equipment thereon and appurtenances thereto shall be conveyed in "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 BEING CONVEYED.**

5.3.4. Early Offer to Purchase by Association. If Association wishes to exercise the Purchase Option prior to the Option Date, based upon a decision of the majority of the Board of the Association, the Board shall give notice to Club Owner in the manner specified in Section 5.3 above without the joinder or approval of any Owner or any other person, and within thirty (30) days of receipt thereof, Club Owner will inform the Board of the price which is acceptable to Club Owner as of the date of such notice, which price shall be set in Club Owner's sole discretion and may be different from the Club Purchase Price. If such price is acceptable to the Board, or if Club Owner and the Board negotiate a mutually acceptable price which a majority of the Board of the Association agrees to, the transfer of the Club and payment therefor shall proceed as otherwise provided in this Section 5 without the joinder or approval of any Owner or any other person. The agreed upon price shall be deemed the Club Purchase Price with respect this Section 5. Club Owner shall have the right to refuse the early offer in its sole discretion.

5.4. Once Association becomes Club Owner pursuant to Sections 5.2 or 5.3 hereof, then such section shall be of no further force and effect.

6. Club Charges. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Charges which are set forth herein. Club Owner presently intends to collect Club Charges on a monthly basis but

by written notice (the "Option Notice") to Club Owner signed by a majority of the Board, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to these Club Covenants):

Lennar Land Partners  
c/o Lennar Homes, Inc.  
1110 Douglas Ave., #2040  
Altamonte Springs, Florida 32714  
Attention: Regional President--  
Central Florida Region

with copy to:

Lennar Land Partners  
c/o Lennar Homes, Inc.  
1900 Kings Ridge Blvd.,  
Clermont, Florida 34711  
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to Association within sixty (60) days of Club Owner's receipt of the Option Notice.

5.3.1. Documentation of Transfer. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an owner's title insurance policy respecting the Club, and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. At the time of the transfer of the Club to Association as a result of the exercise of the Purchase Option, the Owners will no longer be obligated to pay the Club Fees, however, Association shall either (i) be pay the Club Purchase Price in cash or by Federal wire out of its own funds, or (ii) obtain financing with a third party lender, the costs thereof shall be Operating Costs of the Association, or (iii) if Association is unable to obtain third party financing, execute and deliver to Club Owner a purchase money note in the amount of the Club Purchase Price (the "Note"), a purchase money mortgage (the "Mortgage"), and a Security Agreement and UCC Financing Statements (state and local) and each Owner shall be obligated to pay his or her pro rata share of the Club Purchase Price and, if applicable, principal, interest and other amounts due in connection with such Note and Mortgage. The Club Purchase Price and, if applicable, the payments due pursuant to the Note and Mortgage, or payment due to a third party lender, shall be deemed part of the Operating Costs of Association, and part of the Assessments payable by the Owners.

5.3.2. Payment. If Association is unable to pay the Club Purchase Price in cash or by wire transfer out of its own funds or with a third party loan, Association shall notify Club Owner. If Club Owner determines that Association does not have adequate funds to pay the Purchase Price and no third party financing is available, then Association shall comply with the following prior to or upon transfer of the Club to Association:

5.3.2.1. Note.

5.3.2.1.1. Form. Association shall execute the Note. The Note shall be in the form used for commercial transactions of comparable size as determined by Club Owner in its sole and absolute discretion.

5.3.2.1.2. Amount. The amount of the Note shall be the Club Purchase Price.

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4. Persons Entitled to Use the Club.

4.1. Rights of Members. Each Member and his/her Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner but these rights and privileges shall always include the following:

- a. Use of any room or facility within the Club (which is not being used as an office or sales area) upon the payment of the established fees and costs thereof, subject to available capacity;
- b. Use of the fitness center and swimming pool(s);
- c. The right to participate in and attend all social events for Members (unless an event is limited to a specific interest group or organization authorized by Club Owner) upon the payment of the established fees and costs thereof, if any, and subject to the available capacity of the event.

If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate the person who will be the Member of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2. Use by Persons Other than Owners and Tenants. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons; firms or corporations other than Members, as it deems appropriate. Club Owner shall establish the fees to be paid by any person using the Club who is not a Member. The granting of such rights shall not invalidate these Club Covenants, reduce or abate any Owner's obligations to pay Club Charges pursuant to these Club Covenants, or give any Owner the right to avoid any of these Club Covenants. Each Owner acknowledges that Club Owner may offer membership in the Club to persons owning and/or leasing the property which is encumbered by the Title Documents but not subject to the Declaration. By way of example, Club Owner may allow Association and/or other Legends Community homeowners and/or condominium associations to use office space comprising part of the Club facilities. Such use is at the sole discretion of Club Owner and may be terminated at any time.

4.3. Subordination. These Club Covenants and the rights of Members to use the Club 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 Club by Club Owner; and (b) easements, restrictions, limitations, conditions of record, the Title Documents and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership of the Club.

5.1. Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.2. Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option at any time to transfer the Club to Association so that it will be under the complete ownership of the Owners.

5.3. Association's Option to Purchase the Club. Five (5) years from the Community Completion Date (the "Option Date"), Association shall have the option to purchase the Club from Club Owner (the "Purchase Option") for the Club Purchase Price. This Purchase Option may be exercised by a decision of the majority of the Board of Association, without the joinder or approval of any Owner or any other person. Such Purchase Option shall be exercised

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3.3.1. develop, construct and reconstruct, in whole or in part, the Club and related improvements within Legends Community, and make any additions, alterations, improvements, or changes thereto;

3.3.2. without the payment of rent and without payment of utilities or any other part of the Club Operating Costs, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

3.3.3. place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4. temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Legends Community;

3.3.5. post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Legends Community, including, without limitation, the sale of Parcels and Homes subject only to the Title Documents;

3.3.6. conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7. develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

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

3.3.9. all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.4. Changes. Club Owner reserves the absolute right to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.

3.5. Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access to any commercial facilities at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Operating Costs as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Charges payable by Owners.

3.6. Association's Easement. An easement is hereby created in favor of the Association over, under, above, through, and upon the portions of the Club Property which contain a portion of the Surface Water Management System (as defined in the Declaration) for the purpose of operating, maintaining, and repairing the Surface Water Management System in accordance with the Permit (as defined in the Declaration).

2.3. Obligation to Reference in Deeds. The grantor of any portion of Legends Community hereby agrees to include in any Deed a statement that such Deed is subject to the terms of these Club Covenants.

2.4. Value. By acceptance of a Deed, each, grantee of any portion of Legends Community upon which a Home may be (or has been) constructed, hereby joins in the execution of these Club Covenants for the purpose of binding himself/herself, his/her successors in title and assigns to the provisions hereof and expressly acknowledges that the automatic membership in the Club granted to Owners and Tenants renders ownership of Legends Community and any part thereof more valuable than it would be otherwise.

2.5. Material Consideration. All persons who shall become Owners of any portion of Legends Community acknowledge that the provisions and enforceability of these Club Covenants were a material consideration in the initial conveyance by Developer of such real property to the Owner (or his/her predecessor in title) and that Developer would not have made such conveyance had these Club Covenants not been included and enforceable as provided for herein. Each Owner acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities. No Owner shall object to Club Owner receiving a pecuniary benefit from the Club so long as each Owner does not pay Club Fees in excess of the amounts provided herein.

2.6. Best Interests. It is in the best interest of each Owner, for Legends Community as a whole, and for property values therein, to provide for the Club to be located within Legends Community.

2.7. Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Legends Community. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Legends Community and were, for the purposes of these Club Covenants, a "single product." Each Owner understands that the Club is an integral part of the Legends Community.

2.8. Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.9. Non-Exclusive License. The provisions of these Club Covenants do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by these Club Covenants.

3. Club Facilities.

3.1. Club Property. Club Owner presently owns all of the real property comprising Legends Community, including the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to these Club Covenants. Such additions and deletions, while not causing an increase or decrease in the Club Fees payable with respect to each Home, may cause an increase or decrease in Club Operating Costs.

3.2. Club Facilities. Club Owner intends to construct the Club Facilities on the Club Property which will be and shall remain the property of Club Owner, subject only to the provisions hereof. Club Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and amend the Club Facilities at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Operating Costs.

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

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Parking Areas" shall mean all areas designated for parking within the Club Facilities.

"Prime Rate" shall mean the prime rate (or base rate) reported in the "Money Rates" column or section of The Wall Street Journal published on the second Business Day of the month preceding the month in which a payment of interest and/or principal is due under the Note, as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) as of the first calendar day of such month for which such rate is published. In the event The Wall Street Journal ceases publication of the prime rate, then "Prime Rate" shall mean the prime rate (or base rate) announced by Citibank, N.A., New York, New York (whether or not such rate has actually been charged by such bank) in effect on the first calendar day of such month. In the event such bank discontinues the practice of announcing the "prime rate", the term "Prime Rate" shall mean the highest rate charged by such bank as on the first calendar day of such month on short-term, unsecured loans to its most creditworthy large corporate borrowers. In the event The Wall Street Journal (1) publishes more than one "Prime Rate", the higher or highest of such rates shall apply, or (2) publishes a retraction or correction of such rate, the rate reported in such retraction or correction shall apply.

"Public Records" shall mean the Public Records of Lake County, Florida.

"Purchase Option" shall have the meaning set forth in Section 5.2.2 hereof.

"Rules and Regulations" shall have the meaning set forth in Section 14.8 hereof.

"Special Use Fees" shall have the meaning set forth in Section 6.9 hereof.

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Legends Community. If a lease names more than one person as Tenant, such Tenants shall designate to Club Owner in writing one of themselves as a Tenant for membership purposes. An Owner and Tenant shall be jointly and severally liable for all Club Charges.

"Title Documents" shall have the meaning set forth in the Declaration.

All other initially capitalized terms not defined herein, shall have the meanings set forth in the Declaration.

2. Benefits of Club. Association and each Owner, by acceptance of title to a Home, ratify and confirm these Club Covenants and agree as follows:

2.1. Term. These Club Covenants shall be covenants running with Legends Community in perpetuity.

2.2. Covenant Running with the Land. Every portion of Legends Community which can be improved with a Home shall be burdened with the payment of Club Charges. These Club Covenants, including, without limitation, the obligation to pay Club Charges, shall run with the land. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Charges which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the membership in the Club pertaining to the property belonging to such Owner.

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"Deed" shall mean any deed conveying any portion of Legends Community or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"Default Rate" shall mean the lesser of eighteen percent (18%) or the highest rate permitted by law.

"Developer" shall have the meaning set forth in the Declaration. At this time Developer and Club Owner are the same entity. At a future time, Developer and Club Owner may be different entities (e.g., Lennar may sell the Club).

"Home" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Charges with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Immediate Family Members" shall mean the spouse of the Member and all unmarried children twenty-two (22) years and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home.

"Legends Community" shall have the meaning set forth in the Declaration. Legends Community presently includes the real property described on Exhibit A.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"Lennar" shall mean Lennar Land Partners and its successors or assigns. Although not obligated to do so, Lennar may identify its successors or assigns by an amendment to these Club Covenants.

"Maturity Date" shall mean 26 years from the date the Note is executed.

"Member" shall mean every Owner (other than an Owner who has leased his Home to Tenant) and Tenant; provided, however, for the purposes of Membership, there shall be only one Tenant per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Tenant legally entitled to possession of a rental Home. Each Member shall be obligated to provide Club Owner with proof of residency upon Club Owner's request for the same.

"Mortgage" shall have the meaning set forth in Section 5.3.1 hereof.

"Note" shall have the meaning set forth in Section 5.3.2.1 hereof.

"Option Notice" shall have the meaning set forth in Section 5.3 hereof.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, a Builder or a Lender. Once an Owner leases the Home, only the Tenant shall be entitled to exercise the privileges of a Member with respect to such Home; however, Club Owner and Tenant shall be jointly and severally liable for all Club Charges.

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"Club Operating Costs" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, insuring the Club, whether direct or indirect including but not limited to, trash collection, utility charges, maintenance, legal fees of Club Owner relative to Club business, operations, and/or governing documents, cost of supervision, management fees, reserves, repairs, refurbishments, replacement, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club and costs associated with any drainage and/or irrigation systems that form part of the Club Facilities (e.g., pumphouse), if any. By way of example, and not as a limitation, the following expenses shall be included within Club Operating Costs: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate; real property taxes, personal property taxes and taxing and community development district assessments, if any; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club Operating Costs shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities.

"Club Owner" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Lennar is Club Owner. Club Owner may change from time to time (e.g., Lennar may sell the Club or transfer ownership to another affiliate). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner acknowledges that Club Owner and Developer 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, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club 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.

"Club Property" shall mean the real property described on Exhibit B attached hereto and made a part hereof or such other real property identified as Club Property by Club Owner from time to time by written amendment to these Club Covenants.

"Club Purchase Price" shall mean the sum of the following: (i) the amount resulting from the application of the capitalization rate of ten percent (10%) applied to the total Club Fees payable by all Owners to Club Owner on the latter of the Option Date or the date upon which Association obtains title to the Club Property pursuant to the exercise of the Purchase Option; *plus* (ii) all of the costs to effect the transfer, including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all of the closing documents.

"Club Working Capital Fund" shall have the meaning set forth in Section 7 hereof.

"Common Areas" shall have the meaning set forth in the Declaration.

"Community Completion Date" shall have the meaning set forth in the Declaration.

"Declaration" shall mean that certain Declaration of Restrictions and Covenants for Legends Golf and Country Club Community, recorded or to be recorded in the Public Records, as such Declaration may be amended, modified or restated from time to time.

LEGENDS COUNTRY CLUB COVENANTS

Lennar Homes, Inc., a Florida corporation ("Lennar") is presently the owner of the real property described on Exhibit A attached hereto and made a part hereof ("Legends Community"). It is the belief of Lennar that the residents of Legends Community will benefit from having a club facility available for their use within Legends Community.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Lennar hereby declares that the real property described in Exhibit A attached hereto and made a part hereof shall be subject to the following covenants, restrictions, terms and conditions:

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Applicable Rate" shall mean two percent (2.0%) above the Prime Rate.

"Assessments" shall have the meaning set forth in the Declaration.

"Association" shall mean the Legends Country Club Community Association, Inc., its successors and assigns

"Board" shall mean the Board of Directors of Association.

"Budget" shall have the meaning set forth in Section 8 hereof.

"Builder" shall mean any person or entity that purchases as Parcel from Developer for the purpose of constructing one or more Homes.

"Club" shall mean the Legends Country Club and the facilities constructed thereon subject to additions and deletions made by Club Owner from time to time.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of these Club Covenants and the Declaration, including, without limitation, the Club Fee and each Owner's pro rata share of the Club Operating Costs.

"Club Covenants" shall mean these Legends Country Club Covenants, together with all amendments and modifications hereto.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to these Club Covenants. The Club Facilities are contemplated to consist of a health/fitness facility, a swimming pool and related amenities together with such equipment and personalty as Club Owner determines in its sole discretion. The Club Facilities may also include drainage and/or irrigation systems, in the event Lennar designates all or part of such systems part of the Club Facilities pursuant to an amendment to these Club Covenants. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

"Club Fee" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof.

"Club Manager" shall mean the entity operating and managing the Club, at any time. Club Owner and/or Association may be Club Manager as provided in these Club Covenants.

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THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.  
ZACK KOSNITZKY, P.A.  
Suite 2800, NationsBank Tower  
100 S.E. 2nd Street  
Miami, Florida 33131

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Legends Country Club Covenants  
February 11, 2000

EXHIBIT 4

CLUB COVENANTS

79 MP 124

ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) of the Association at a duly called meeting of the Members in which a quorum is present. Notwithstanding the foregoing, after the Turnover Date these By-Laws may be amended to change the number of directors on the Board by two-thirds-percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.



8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks; and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the

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# BEACON RIDGE AT LEGENDS

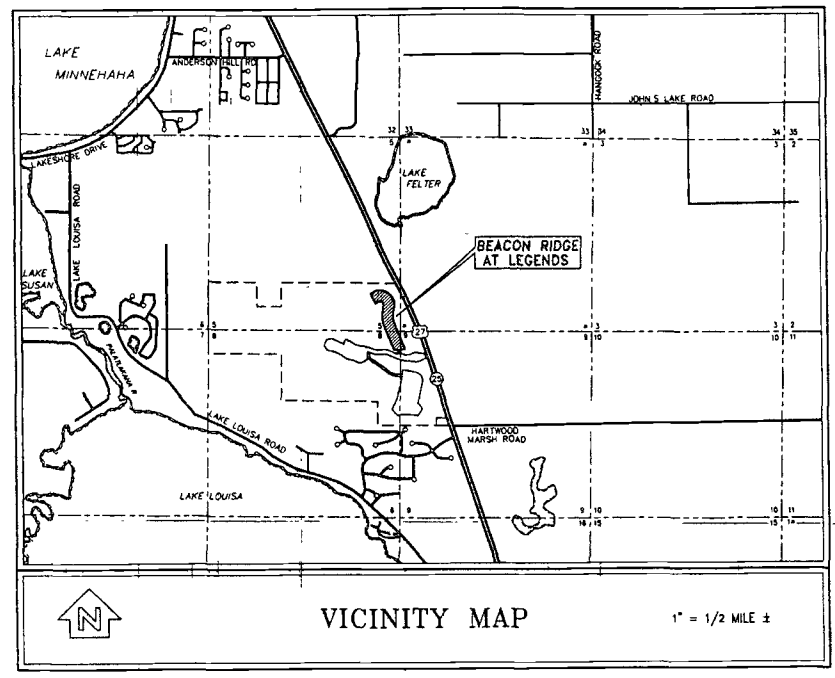
A SUBDIVISION IN SECTIONS 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'38"W 2147.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°28'54"W 21.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE RUN WESTERLY 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°18'42" TO THE END OF SAID CURVE; THENCE N70°14'23"W 129.16 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET; THENCE RUN WESTERLY 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°36'16" TO THE END OF SAID CURVE; THENCE S80°49'21"W 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 229.00 FEET; THENCE RUN WESTERLY 179.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF SAID CURVE; THENCE N74°18'50"W 139.00 FEET; THENCE N75°42'30"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S80°54'51"W 65.99 FEET; THENCE N15°41'10"E 20.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE RUN NORTHERLY 79.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°48'03"; THENCE ALONG A NON-TANGENT LINE RUN S84°55'07"W 115.00 FEET; THENCE N17°32'29"W 57.91 FEET; THENCE N21°25'42"W 585.00 FEET; THENCE N22°58'38"W 66.97 FEET; THENCE N17°44'52"W 72.92 FEET; THENCE N12°48'49"W 72.92 FEET; THENCE N7°52'45"W 72.92 FEET; THENCE N2°56'42"W 72.92 FEET; THENCE N1°59'21"E 72.92 FEET; THENCE N8°21'18"E 72.86 FEET; THENCE N10°34'00"E 131.85 FEET; THENCE N4°53'18"E 56.46 FEET; THENCE N24°40'05"W 50.74 FEET; THENCE N50°38'43"W 50.74 FEET; THENCE N85°37'22"W 50.74 FEET; THENCE S88°08'50"W 58.56 FEET; THENCE S63°03'44"W 65.00 FEET; THENCE N26°57'11"W 115.00 FEET; THENCE N26°20'59"W 60.00 FEET; THENCE N26°58'34"W 115.00 FEET; THENCE N63°02'49"E 189.42 FEET; THENCE N89°01'37"E 129.22 FEET; THENCE S76°53'04"E 91.36 FEET; THENCE S64°55'26"E 85.42 FEET; THENCE S21°18'00"E 85.42 FEET; THENCE S38°42'34"E 85.42 FEET; THENCE S27°06'09"E 85.42 FEET; THENCE S14°28'43"E 85.42 FEET; THENCE S124°29'E 91.90 FEET; THENCE S122°04'4"W 77.95 FEET; THENCE S103°49'0"W 85.00 FEET; THENCE S9°41'52"W 63.58 FEET; THENCE S3°58'36"W 62.20 FEET; THENCE S2°28'52"E 62.20 FEET; THENCE S8°52'20"E 62.20 FEET; THENCE S15°17'48"E 62.20 FEET; THENCE S20°46'54"E 63.83 FEET; THENCE S21°28'42"E 585.00 FEET; THENCE S22°03'36"E 72.04 FEET; THENCE S12°15'57"E 84.84 FEET; THENCE S65°11'39"W 119.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 280.00 FEET TO WHICH A RADIAL LINE BEARS N85°11'39"E; THENCE RUN SOUTHERLY 83.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'51" TO THE POINT OF BEGINNING.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



VICINITY MAP 1" = 1/2 MILE ±

### GENERAL NOTES

- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST-WEST MID-SECTION LINE OF SECTION 9-23-26 BEING S89°42'05"E
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BEACON RIDGE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R) ALL OTHER LINES ARE (NON-RADIAL (N-R))
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.10(2) FLORIDA STATUTES
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS.

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter, provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.  
*John W. Springs* Date: 3/21/00  
Professional Surveyor and Mapper

### DEDICATION - "BEACON RIDGE AT LEGENDS"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner, in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

- TO THE BEACON RIDGE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION  
All roads\*\* shown hereon (except Legendary Boulevard)  
\*\*Said roads are subject to the following perpetual right of ingress and egress by the residents of Kings Ridge their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel; said roads are also subject to utility easements as further stated below
- TO THE CITY OF CLERMONT:  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES:  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL:  
A perpetual right of ingress and egress over and across roadways shown.

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner, has executed this Dedication in the manner provided by law on 3/1 2000  
Signed, sealed and delivered in our presence as witnesses

WITNESSES: 1. *Scott M. Glavin* print name  
2. *Thelma Cance* print name  
OWNER(S): Lennar Homes, Inc., a Florida Corporation  
*Rob Ahrens* print name  
Rob Ahrens, Vice President

STATE OF Florida COUNTY OF Lake  
The foregoing Dedication was acknowledged before me this 1st day of March 2000 by Rob Ahrens as Vice President of Lennar Homes, Inc.  
He (is personally known to me) or (has produced identification) and (did) (did not) take an oath  
Signature of Acknowledger: *Karen R. Morrison*  
Printed name of Acknowledger: Karen R. Morrison  
Title or Rank: Notary Public  
My commission Expires: 2/8/2000 (SEAL OR STAMP)

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under her supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes  
FARNER, BARLEY & ASSOCIATES, INC - LICENSED BUSINESS NO 4709  
350 NORTH SINCLAIR AVE - TAVARES, FL 32778  
*Kaye M. Jameson* MARCH 3, 2000  
Kaye M. Jameson Dated  
Florida Registration No. 5912

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 11th day of April, 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 90 days from the date of approval by said City of Clermont, Florida  
Attest: City of Clermont  
*John W. Springs* City Clerk  
*Rob Ahrens* Mayor

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on APRIL 20, 2000 at 10:13 AM File No 2000032636  
*Barbara Knicker*  
Clerk of the Circuit Court  
in and for Lake County, Florida

PREPARED BY:  
**FARNER BARLEY AND ASSOCIATES, INC**  
ENGINEERS SURVEYORS PLANNERS  
LB 4709  
350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (352) 343-8481

200 20 2000 10:13 AM

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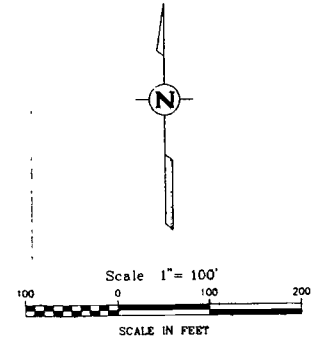
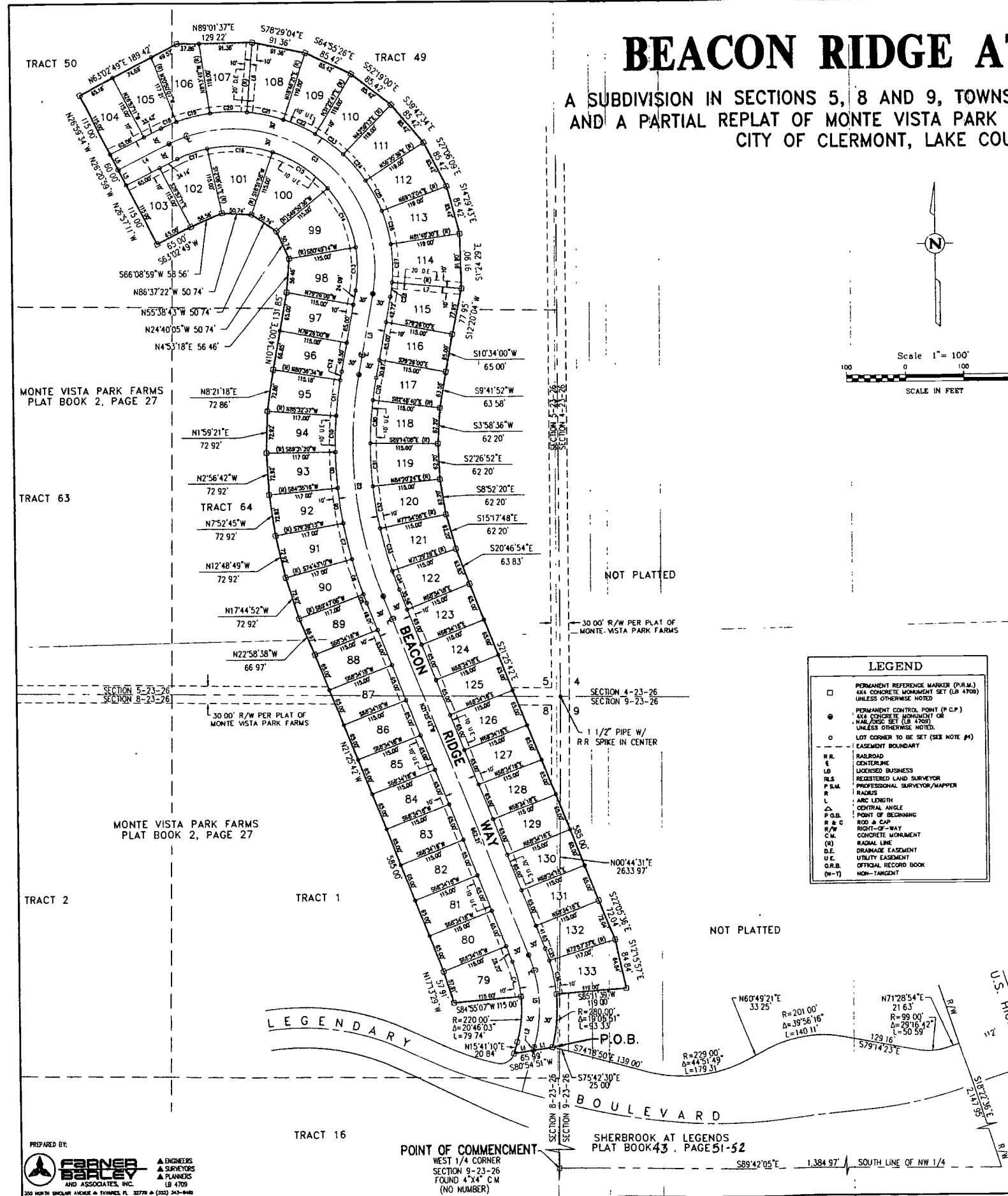
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SEP 26 2006

PDS  
ALTAMONTE SVC. CENTER

# BEACON RIDGE AT LEGENDS

A SUBDIVISION IN SECTIONS 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



**LEGEND**

- PERMANENT REFERENCE MARKER (P.R.M.) VIA CONCRETE MONUMENT SET (L.S. 4700) UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (P.C.P.) VIA CONCRETE MONUMENT OR METAL DISC SET (L.S. 4700) UNLESS OTHERWISE NOTED
- LOT CORNER TO BE SET (SEE NOTE #)
- EASEMENT BOUNDARY
- R.R. RAILROAD
- E CENTERLINE
- LB LICENSED BUSINESS
- RLS REGISTERED LAND SURVEYOR
- P.S.M. PROFESSIONAL SURVEYOR/MAPPER
- R RADIUS
- L ARC LENGTH
- Δ CENTRAL ANGLE
- P.O.B. POINT OF BEGINNING
- R & C ROD & CHIP
- R/W RIGHT-OF-WAY
- C.M. CONCRETE MONUMENT
- (R) RADIAL LINE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- O.R.B. OFFICIAL RECORD BOOK
- (N-T) NON-TANGENT

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	37°06'52"	250.00'	161.94'	83.93'	159.13'	N2°52'16"W
C2	31°59'42"	700.00'	390.89'	200.69'	385.83'	S9°25'51"E
C3	127°31'11"	240.00'	534.15'	488.88'	436.54'	N53°31'35"W
C4	16°20'49"	220.00'	82.77'	31.60'	62.96'	N13°15'18"E
C5	11°2'48"	730.00'	15.46'	7.73'	15.46'	S17°44'52"E
C6	4°56'03"	730.00'	62.87'	31.45'	62.85'	S17°48'49"E
C7	4°56'03"	730.00'	62.87'	31.45'	62.85'	S17°42'45"E
C8	4°56'03"	730.00'	62.87'	31.45'	62.85'	S17°32'42"E
C9	4°56'03"	730.00'	62.87'	31.45'	62.85'	S19°21'21"W
C10	4°56'03"	730.00'	62.87'	31.45'	62.85'	S6°55'25"W
C11	4°56'03"	730.00'	62.87'	31.45'	62.85'	S9°58'43"W
C12	1°10'34"	730.00'	14.98'	7.49'	14.98'	N0°41'37"E
C13	19°44'46"	210.00'	72.37'	36.55'	72.02'	N0°41'37"E
C14	30°58'38"	210.00'	113.54'	58.19'	112.18'	N2°40'05"W
C15	30°58'38"	210.00'	113.54'	58.19'	112.18'	N55°38'43"W
C16	30°58'38"	210.00'	113.54'	58.19'	112.16'	N86°37'22"W
C17	14°50'30"	210.00'	54.40'	27.35'	54.25'	S70°28'04"W
C18	6°07'04"	270.00'	28.83'	14.43'	28.82'	S66°08'21"W
C19	12°36'18"	270.00'	59.41'	29.83'	59.28'	S75°28'02"W
C20	13°30'09"	270.00'	63.62'	31.96'	63.48'	S88°31'14"W
C21	13°30'09"	270.00'	63.62'	31.96'	63.48'	N77°58'41"W
C22	12°36'26"	270.00'	59.41'	29.83'	59.29'	N64°55'26"W
C23	12°36'26"	270.00'	59.41'	29.83'	59.29'	N52°19'00"W
C24	12°36'26"	270.00'	59.41'	29.83'	59.29'	N39°42'34"W
C25	12°36'26"	270.00'	59.41'	29.83'	59.29'	N27°06'09"W
C26	12°36'26"	270.00'	59.41'	29.83'	59.29'	N14°29'43"W
C27	13°34'03"	270.00'	63.93'	32.12'	63.79'	N1°24'29"W
C28	51°1'27"	270.00'	24.46'	12.24'	24.45'	N7°58'16"E
C29	3°22'40"	670.00'	39.50'	19.76'	39.49'	S8°52'40"W
C30	6°25'28"	670.00'	75.13'	37.60'	75.09'	S3°58'36"W
C31	6°25'28"	670.00'	75.13'	37.60'	75.09'	S2°26'52"E
C32	6°25'28"	670.00'	75.13'	37.60'	75.09'	S8°52'20"E
C33	6°25'28"	670.00'	75.13'	37.60'	75.09'	S15°17'48"E
C34	2°55'10"	670.00'	34.14'	17.07'	34.13'	S19°58'07"E
C35	4°23'19"	280.00'	21.45'	10.73'	21.44'	N19°14'02"W
C36	12°14'02"	280.00'	59.79'	30.01'	59.67'	N10°55'22"W

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N80°54'51"E	33.04'
L2	N15°41'10"E	6.99'
L3	N10°34'00"E	138.59'
L4	S63°02'49"W	98.82'
L5	S26°20'58"E	30.00'
L6	N5°16'16"E	118.19'
L7	S84°37'27"E	119.00'

PREPARED BY:  
  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 L.S. 4709  
 300 NORTH SPICER AVENUE • TAMPA, FL 33778 • (813) 343-8448

**POINT OF COMMENCEMENT**  
 WEST 1/4 CORNER  
 SECTION 9-23-26  
 FOUND 4"x4" C.M.  
 (NO NUMBER)

# BEACON RIDGE AT LEGENDS PHASE II

A SUBDIVISION IN SECTIONS 5 AND 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

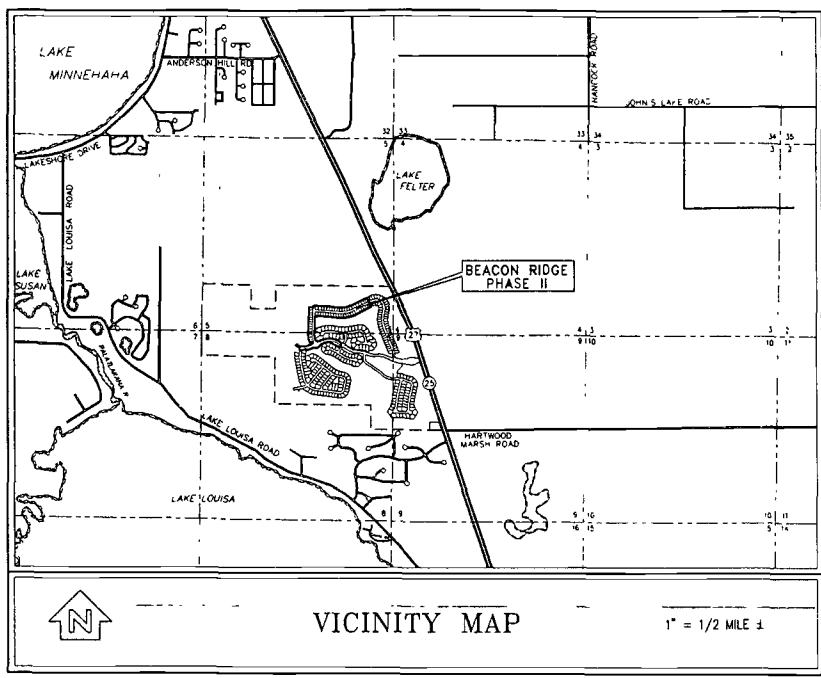
2000103529

### DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 5 AND 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF LOT 26, SHERBROOK AT LEGENDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43, PAGES 51 AND 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE ALONG THE BOUNDARY OF SHERBROOK AT LEGENDS RUN N61°40'32"W 202.05 FEET. THENCE N60°34'04"W 129.74 FEET. THENCE S85°04'49"W 83.94 FEET. THENCE S87°16'54"W 108.67 FEET. THENCE DEPARTING SAID BOUNDARY RUN N24°49'01"W 9.98 FEET. THENCE S83°44'22"W 50.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET. THENCE RUN SOUTHWESTERLY 39.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°47'27" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 105.00 FEET. THENCE RUN SOUTHWESTERLY 170.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 92°47'27" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET. THENCE RUN WESTERLY 39.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 45°15'43" TO THE END OF SAID CURVE. THENCE S66°28'37"W 107.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 480.00 FEET. THENCE RUN SOUTHWESTERLY 110.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 134°09'09". THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N10°02'59"E 26.76 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 455.00 FEET TO WHICH A RADIAL LINE BEARS S11°27'31"E. THENCE RUN WESTERLY 97.67 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 27°17'57" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET. THENCE RUN SOUTHWESTERLY 35.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 80°47'27" TO THE END OF SAID CURVE. THENCE RUN WESTERLY 39.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 45°15'43" TO THE END OF SAID CURVE. THENCE S66°28'37"W 107.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 480.00 FEET. THENCE RUN SOUTHWESTERLY 110.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 134°09'09". THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN N10°02'59"E 26.76 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 455.00 FEET TO WHICH A RADIAL LINE BEARS S11°27'31"E. THENCE RUN WESTERLY 97.67 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 27°17'57" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS S79°57'01"E. THENCE RUN NORTHWESTERLY 37.54 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 86°02'10". THENCE ALONG A NON-TANGENT LINE RUN N14°00'49"E 60.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 395.00 FEET TO WHICH A RADIAL LINE BEARS S14°00'49"W. THENCE RUN WESTERLY 32.40 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 4°41'57" TO THE END OF SAID CURVE. THENCE N71°17'14"E 82.97 FEET. THENCE N17°28'31"E 25.01 FEET. THENCE S71°17'14"E 10.00 FEET. THENCE N18°42'46"E 30.00 FEET. THENCE S71°17'14"E 40.00 FEET. THENCE S18°42'46"W 30.00 FEET. THENCE N71°17'14"E 33.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 370.00 FEET. THENCE RUN EASTERLY 272.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°14'08" TO THE END OF SAID CURVE. THENCE N65°28'37"E 108.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET. THENCE RUN NORTHEASTERLY 78.28 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 89°41'50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 555.00 FEET. THENCE RUN NORTHWESTERLY 3.74 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 0°23'09". THENCE ALONG A NON-TANGENT LINE RUN S67°09'58"W 92.00 FEET. THENCE N19°28'39"W 75.77 FEET. THENCE N12°45'48"W 75.77 FEET. THENCE N53°15'59"W 87.43 FEET. THENCE N24°52'26"E 82.22 FEET. THENCE N23°37'07"E 595.49 FEET. THENCE N23°36'56"E 78.83 FEET. THENCE S87°47'22"E 115.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 295.00 FEET TO WHICH A RADIAL LINE BEARS S87°47'22"E. THENCE RUN NORTHERLY 41.54 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 80°47'27" TO THE END OF SAID CURVE. THENCE ALONG A NON-TANGENT LINE RUN N84°08'31"E 60.00 FEET. THENCE S87°22'53"E 287.39 FEET. THENCE S84°12'49"E 325.32 FEET. THENCE S85°21'34"E 64.60 FEET. THENCE N89°42'01"E 64.38 FEET. THENCE N84°27'57"E 64.38 FEET. THENCE N79°13'54"E 64.38 FEET. THENCE N73°59'51"E 64.38 FEET. THENCE N88°45'47"E 64.38 FEET. THENCE N63°57'41"E 64.60 FEET. THENCE N63°02'49"E 405.00 FEET TO THE WESTERLY BOUNDARY OF BEACON RIDGE AT LEGENDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43, PAGES 56 AND 57, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE ALONG AFORESAID BOUNDARY RUN S26°59'34"E 115.00 FEET. THENCE S26°20'58"E 60.00 FEET. THENCE S26°57'11"E 115.00 FEET. THENCE DEPARTING SAID PLATTED BOUNDARY RUN S83°02'49"W 390.00 FEET. THENCE S61°59'15"W 84.20 FEET. THENCE S67°05'47"W 55.12 FEET. THENCE S70°45'13"W 71.68 FEET. THENCE S74°52'11"W 71.68 FEET. THENCE S78°59'09"W 71.68 FEET. THENCE S83°06'06"W 71.68 FEET. THENCE S87°13'04"W 71.68 FEET. THENCE N88°39'58"W 79.58 FEET. THENCE N82°03'37"W 71.34 FEET. THENCE N84°12'49"W 212.61 FEET. THENCE N84°26'48"W 70.43 FEET. THENCE N88°18'01"W 69.92 FEET. THENCE N87°22'53"W 70.87 FEET. THENCE N87°22'53"W 153.37 FEET. THENCE S23°37'07"W 469.34 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 470.00 FEET. SAID POINT BEING ON THE BOUNDARY OF CARRINGTON AT LEGENDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGES 47 AND 48, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN SOUTHERLY 193.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°38'11" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET. THENCE RUN SOUTHEASTERLY 124.67 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 95°14'33" TO THE END OF SAID CURVE. THENCE N63°44'22"E 42.36 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET. THENCE RUN EASTERLY 559.70 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 59°58'28" TO THE END OF SAID CURVE. THENCE S86°19'12"E 65.10 FEET TO THE WESTERLY BOUNDARY OF THE SAID SHERBROOK AT LEGENDS. THENCE ALONG SAID BOUNDARY RUN S33°40'48"W 70.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS N33°40'48"E. THENCE RUN SOUTHERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 0°00'00" TO THE END OF SAID CURVE. THENCE S33°40'48"W 43.04 FEET TO THE POINT OF BEGINNING

NOTICE  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



### GENERAL NOTES

- 1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE NORTHEASTERLY LINE OF LOT 26, SHERBROOK AT LEGENDS BEING N61°40'32"W
- 2. THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- 3. TRACTS "A" AND "B" ARE DESIGNATED FOR DRAINAGE, UTILITIES, SIGNAGE AND LANDSCAPE AND FURTHER USES MAY BE DESIGNATED BY THE OWNERS OF TRACTS "A" AND "B", THEIR SUCCESSORS AND ASSIGNS
- 4. TRACT "C" IS DESIGNATED FOR LANDSCAPE AND UTILITIES AND FURTHER USES MAY BE DESIGNATED BY THE OWNERS OF TRACT "C", THEIR SUCCESSORS AND ASSIGNS
- 5. MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- 6. WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R) ALL OTHER LINES ARE NON-RADIAL (N-R)
- 7. THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES
- 8. THERE IS A 75-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter, provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

*[Signature]* Dated: 10/26/00  
Professional Surveyor and Mapper

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 14th day of November, 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 365 days from the date of approval by said City of Clermont, Florida

Attest: *[Signature]* City of Clermont  
City Clerk: *[Signature]* Mayor: *[Signature]*

### DEDICATION - "BEACON RIDGE AT LEGENDS PHASE II"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner, in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein:

1. TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION Tracts "A", "B", and Legendary Boulevard\*\*
2. TO THE BEACON RIDGE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION Tract "C" and All roads\*\* shown hereon (except Legendary Boulevard) \*\*Said roads are subject to the following perpetual right of ingress and egress by the residents of Legends their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel, said roads are also subject to utility easements as further stated below
3. TO THE CITY OF CLERMONT: A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon
4. TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES. A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
5. TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL. A perpetual right of ingress and egress over and across roadways shown

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE

IN WITNESS WHEREOF, The undersigned owner, has executed this Dedication in the manner provided by law on October 26th 2000  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES: 1) *[Signature]* print name  
2) *[Signature]* print name  
OWNER(S): Lennor Homes, Inc., a Florida Corporation  
*[Signature]* Rob Ahrens, Vice President  
STATE OF Florida COUNTY OF Lake  
The foregoing Dedication was acknowledged before me this 25th day of October 2000, by Rob Ahrens as Vice President of Lennor Homes, Inc.  
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath  
Signature of Acknowledger: *[Signature]*  
Printed name of Acknowledger: Rob Ahrens  
My commission Expires: April 21, 2007

IN WITNESS WHEREOF, The undersigned owner, has executed this Dedication in the manner provided by law on \_\_\_\_\_ 20\_\_\_\_  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES: 1) *[Signature]* print name  
2) *[Signature]* print name  
OWNER(S): Rex V McPherson, II  
STATE OF Florida COUNTY OF Orange  
The foregoing Dedication was acknowledged before me this 26th day of October 2000, by Rex V McPherson, II  
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath  
Signature of Acknowledger: *[Signature]*  
Printed name of Acknowledger: Rex V McPherson, II  
My commission Expires: May 24, 2004

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes

FARNER, BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO. 4799  
350 NORTH SINCLAIR AVE. - TAVARES, FL 32778

*[Signature]* Dated: Oct. 26, 2000  
William S. Barley  
Florida Registration No. 3815

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on DECEMBER 13, 2000 at 9:40 AM File No. 2000103529

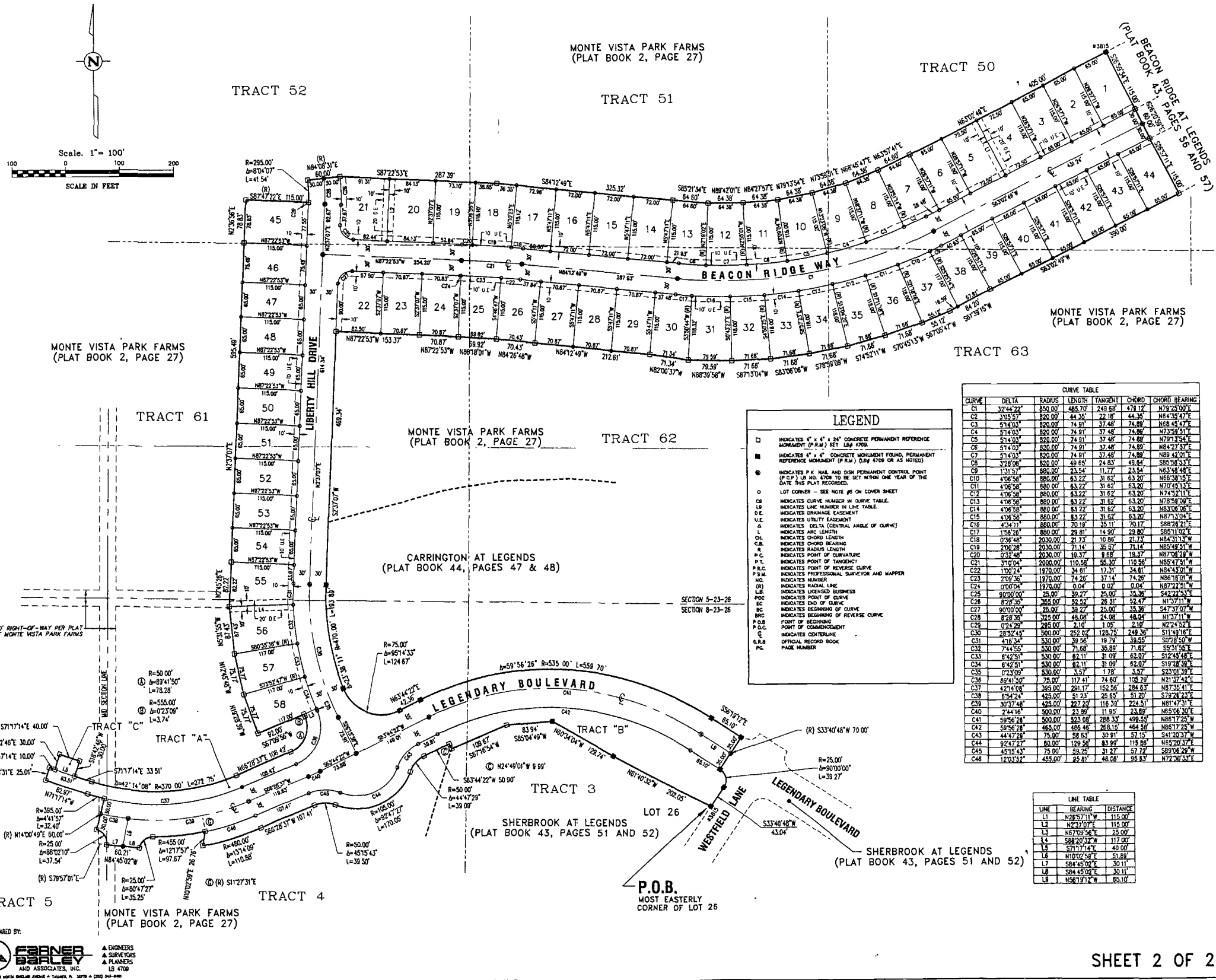
*[Signature]*  
Clerk of the Circuit Court  
in and for Lake County, Florida

PREPARED BY  
**FARNER BARLEY AND ASSOCIATES, INC.**  
350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (321) 343-8481

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

# BEACON RIDGE AT LEGENDS PHASE II

A SUBDIVISION IN SECTIONS 5 AND 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



### LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.P.M.) SET L&P 1708.
- INDICATES 4" x 4" CONCRETE MONUMENT FOUND PERMANENT REFERENCE MONUMENT (P.P.M.) (LOW 4708 OR AS NOTED).
- INDICATES P.P.M. HAS AND IS TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- LOT CORNER - SEE NOTE #6 ON COVER SHEET.
- CB INDICATES CURVE NUMBER IN CURVE TABLE.
- LB INDICATES LINE NUMBER IN LINE TABLE.
- D.E. INDICATES DRAINAGE EASEMENT.
- U.E. INDICATES UTILITY EASEMENT.
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE).
- L INDICATES ARC LENGTH.
- C.B. INDICATES CHORD BEARING.
- R INDICATES RADIAL LENGTH.
- P.C. INDICATES POINT OF CURVATURE.
- P.T. INDICATES POINT OF TANGENCY.
- P.R.C. INDICATES POINT OF REVERSE CURVE.
- P.S.M. INDICATES PROFESSIONAL SURVEYOR AND MAPPER.
- INDICATES NUMBER.
- (R) INDICATES RADIAL LINE.
- L.B. INDICATES LICENSED BUSINESS.
- P.O.B. INDICATES POINT OF BEGINNING.
- B.C. INDICATES BEGINNING OF CURVE.
- R.C. INDICATES BEGINNING OF REVERSE CURVE.
- P.O.B. INDICATES POINT OF BEGINNING.
- C. INDICATES CENTERLINE.
- R.B. INDICATES RECORD BOOK.
- P.L. INDICATES PAGE NUMBER.

### CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	3244.22'	850.00'	485.70'	249.68'	479.12'	N79°22'00"
C2	3355.57'	820.00'	44.35'	22.18'	44.35'	N64°35'47"E
C3	514.03'	820.00'	74.91'	37.46'	74.89'	N58°45'47"E
C4	514.03'	820.00'	74.91'	37.46'	74.89'	N79°35'51"E
C5	514.03'	820.00'	74.91'	37.46'	74.89'	N79°35'51"E
C6	514.03'	820.00'	74.91'	37.46'	74.89'	N84°23'37"E
C7	514.03'	820.00'	74.91'	37.46'	74.89'	N89°42'01"E
C8	514.03'	820.00'	74.91'	37.46'	74.89'	S85°56'33"E
C9	514.03'	820.00'	74.91'	37.46'	74.89'	N63°48'48"E
C10	476.56'	880.00'	63.22'	31.62'	63.20'	N65°38'52"E
C11	476.56'	880.00'	63.22'	31.62'	63.20'	N70°45'13"E
C12	476.56'	880.00'	63.22'	31.62'	63.20'	N74°24'11"E
C13	476.56'	880.00'	63.22'	31.62'	63.20'	N78°58'02"E
C14	476.56'	880.00'	63.22'	31.62'	63.20'	N83°06'06"E
C15	476.56'	880.00'	63.22'	31.62'	63.20'	N87°13'04"E
C16	434.11'	880.00'	70.19'	35.11'	70.17'	S88°28'21"E
C17	158.26'	880.00'	29.91'	14.95'	29.89'	S85°11'02"E
C18	236.48'	880.00'	21.33'	10.66'	21.32'	N84°31'34"W
C19	236.48'	880.00'	21.33'	10.66'	21.32'	N85°48'31"W
C20	236.48'	880.00'	21.33'	10.66'	21.32'	N87°08'28"W
C21	510.04'	2000.00'	110.98'	55.30'	110.96'	N85°47'31"W
C22	132.24'	1720.00'	17.31'	8.61'	17.30'	N84°43'00"W
C23	279.36'	1970.00'	74.26'	37.14'	74.26'	N86°18'01"W
C24	070.04'	1970.00'	0.04'	0.02'	0.04'	N87°23'31"W
C25	9070.00'	25.00'	39.27'	25.00'	39.36'	S42°24'53"E
C26	878.95'	265.00'	82.52'	28.31'	82.47'	N73°17'11"W
C27	9070.00'	25.00'	39.27'	25.00'	39.36'	S47°37'07"W
C28	878.95'	265.00'	82.52'	28.31'	82.47'	N13°17'11"W
C29	074.29'	285.00'	2.10'	1.06'	2.10'	N2°24'52"E
C30	2837.45'	500.00'	262.02'	128.75'	249.36'	S11°49'16"W
C31	418.24'	530.00'	39.56'	19.78'	39.55'	S27°45'00"W
C32	744.55'	630.00'	71.68'	36.89'	71.62'	S5°31'58"E
C33	642.91'	530.00'	62.11'	31.09'	62.07'	S12°45'48"E
C34	642.91'	530.00'	62.11'	31.09'	62.07'	S19°28'39"E
C35	074.29'	285.00'	2.10'	1.06'	2.10'	S23°01'39"E
C36	694.50'	75.00'	117.41'	74.60'	108.79'	N21°37'42"E
C37	4274.08'	369.00'	281.17'	152.56'	284.83'	N87°35'41"E
C38	654.24'	425.00'	51.23'	25.63'	51.20'	S79°28'24"E
C39	3037.48'	425.00'	227.20'	116.79'	224.51'	N81°47'31"E
C40	244.16'	500.00'	23.89'	11.95'	23.89'	N85°56'30"E
C41	694.50'	500.00'	623.02'	328.33'	698.25'	N88°17'24"W
C42	592.48'	465.00'	486.46'	268.15'	464.98'	N86°17'25"W
C43	444.72'	75.00'	58.53'	30.91'	57.15'	S41°20'37"W
C44	824.72'	80.00'	129.56'	83.99'	115.86'	N84°20'37"E
C45	4915.45'	75.00'	59.25'	31.87'	61.72'	S89°06'20"W
C46	1233.52'	455.00'	82.91'	48.09'	82.83'	N74°26'33"E

### LINE TABLE

LINE	BEARING	DISTANCE
L1	N28°57'11"W	115.00'
L2	N2°37'07"E	115.00'
L3	N87°09'56"E	25.00'
L4	S88°20'57"W	117.00'
L5	S71°17'44"E	40.00'
L6	N10°02'58"E	51.89'
L7	S84°45'02"E	30.11'
L8	S84°45'02"E	30.11'
L9	N86°19'12"W	65.10'

PREPARED BY:  
**GARNER SURVEY AND ASSOCIATES, INC.**  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 L.S. #708

# BEACON RIDGE AT LEGENDS PHASE III

A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

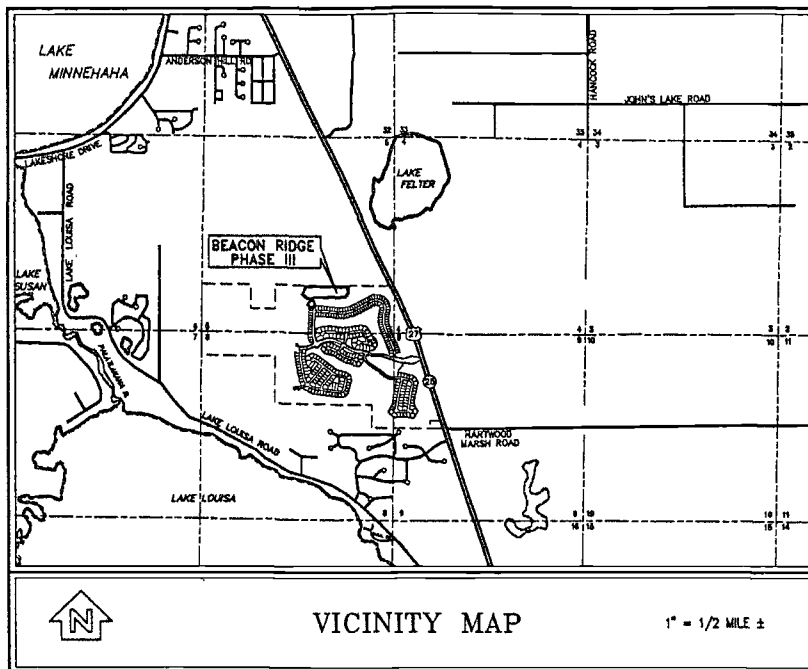
### LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING A PORTION OF MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, RUN S89°19'34"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 158.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°19'34"E ALONG SAID NORTH LINE 1156.27 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 4, LEGENDS GOLF COURSE, AS RECORDED IN PLAT BOOK 45, PAGES 38 THROUGH 45, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF LEGENDS GOLF COURSE THE FOLLOWING COURSES: S00°00'00"W 179.44 FEET; THENCE S35°46'30"W 89.51 FEET; THENCE S57°01'23"W 85.74 FEET; THENCE N89°19'34"W 815.10 FEET; THENCE S87°41'50"W 61.98 FEET; THENCE S44°56'42"E 1.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 355.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°05'13" FOR 242.18 FEET TO THE NORTHWEST CORNER OF LOT 21, BEACON RIDGE PHASE II, AS RECORDED IN PLAT BOOK 44, PAGES 75-76, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF BEACON RIDGE AT LEGENDS PHASE II THE FOLLOWING COURSES: S84°08'31"W ALONG A RADIAL LINE 80.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 298.00 FEET; THENCE SOUTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 08°40'07" FOR 41.54 FEET; THENCE RUN N87°47'22"W 115.00 FEET; THENCE DEPARTING SAID BOUNDARY, RUN N06°47'41"W 59.61 FEET; THENCE N55°49'24"W 42.15 FEET; THENCE N54°10'36"E 145.91 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 225.00 FEET TO WHICH A RADIAL LINE BEARS N48°11'45"E; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 03°08'27" FOR 18.17 FEET; THENCE N44°56'42"W 22.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 570.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°05'11" FOR 50.60 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN WESTERLY AND SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 85°47'31" FOR 41.80 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 570.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 06°49'51" FOR 67.96 FEET; THENCE RUN N21°33'13"E A DISTANCE OF 243.42 FEET TO THE POINT OF BEGINNING, CONTAINING 9.02 ACRES, MORE OR LESS.

### GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MID-SECTION LINE OF SECTION 5 AS BEING N00°22'04"E PER FLORIDA STATE PLANE COORDINATES SYSTEM EAST ZONE NAD 1983/1990 ADJUSTMENT.
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION.
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R).
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.10(2) FLORIDA STATUTES.
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS.
- ALL PLATTED AND/OR NOTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES, EXCEPT THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IF ANY.



### NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### DEDICATION - "BEACON RIDGE AT LEGENDS PHASE III"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained hereon.

- TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION;
- TO THE BEACON RIDGE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION: All roads shown hereon are subject to the following: perpetual right of ingress and egress by the residents of Legends their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel; said roads are also subject to utility easements as further stated below.
- TO THE CITY OF CLERMONT: A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES: A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL: A perpetual right of ingress and egress over and across roadways shown.

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on June 25, 2002. Signed, sealed and delivered in our presence as witnesses:

WITNESSES: Alanna Berghley OWNER(S): Lennar Homes, Inc., a Florida Corporation

1) Diana S. Belgrave print name

2) Rob Ahrens Rob Ahrens, President

2) Jeffrey Sellers print name

STATE OF FLORIDA COUNTY OF LAKE

The foregoing Dedication was acknowledged before me this 25th day of June, 2002, by Rob Ahrens

as President of Lennar Homes, Inc.

He (is personally known to me) or (has produced as identification) and (did/did not) take an oath.

Signature of Acknowledger: Alanna Berghley

Printed name of Acknowledger: Diana S. Belgrave

My commission expires: 7-22-02

### CERTIFICATE OF APPROVAL

COUNTY ENGINEER Signature \_\_\_\_\_ Date \_\_\_\_\_

COUNTY ATTORNEY Signature \_\_\_\_\_ Date \_\_\_\_\_

DIRECTOR OF PLANNING AND DEVELOPMENT Signature \_\_\_\_\_ Date \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 28 day of AUGUST, 2002, provided that this plat is recorded in the office of the Clerk of the Court of Lake County, Florida within 30 days from the date of approval by said City of Clermont, Florida.

Attest: \_\_\_\_\_ City of Clermont

John F... City Clerk ... Mayor

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, duly licensed to practice in the State of Florida, does hereby certify that this plat was prepared by the said direction and supervision, and that this plat complies with the provisions of Chapter 177, Florida Statutes.

FARNER, BARLEY & ASSOCIATES, INC. - LICENSE NO. 3889

350 NORTH SINCLAIR AVE. - TAVARES, FL 32780

Michael R. Burnette MICHAEL R. BURNETTE Florida Registration No. 3889

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for compliance with the provisions of that chapter, provided however, that the surveyor has provided field verification of any of the coordinates, and I have determined that this plat complies with the provisions of that chapter.

... 08/06/02 Dated:

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on 08/12/02 at 2:46 pm File No. 2002

Renee McKinley Clerk of the Circuit Court in and for Lake County, Florida

PREPARED BY:



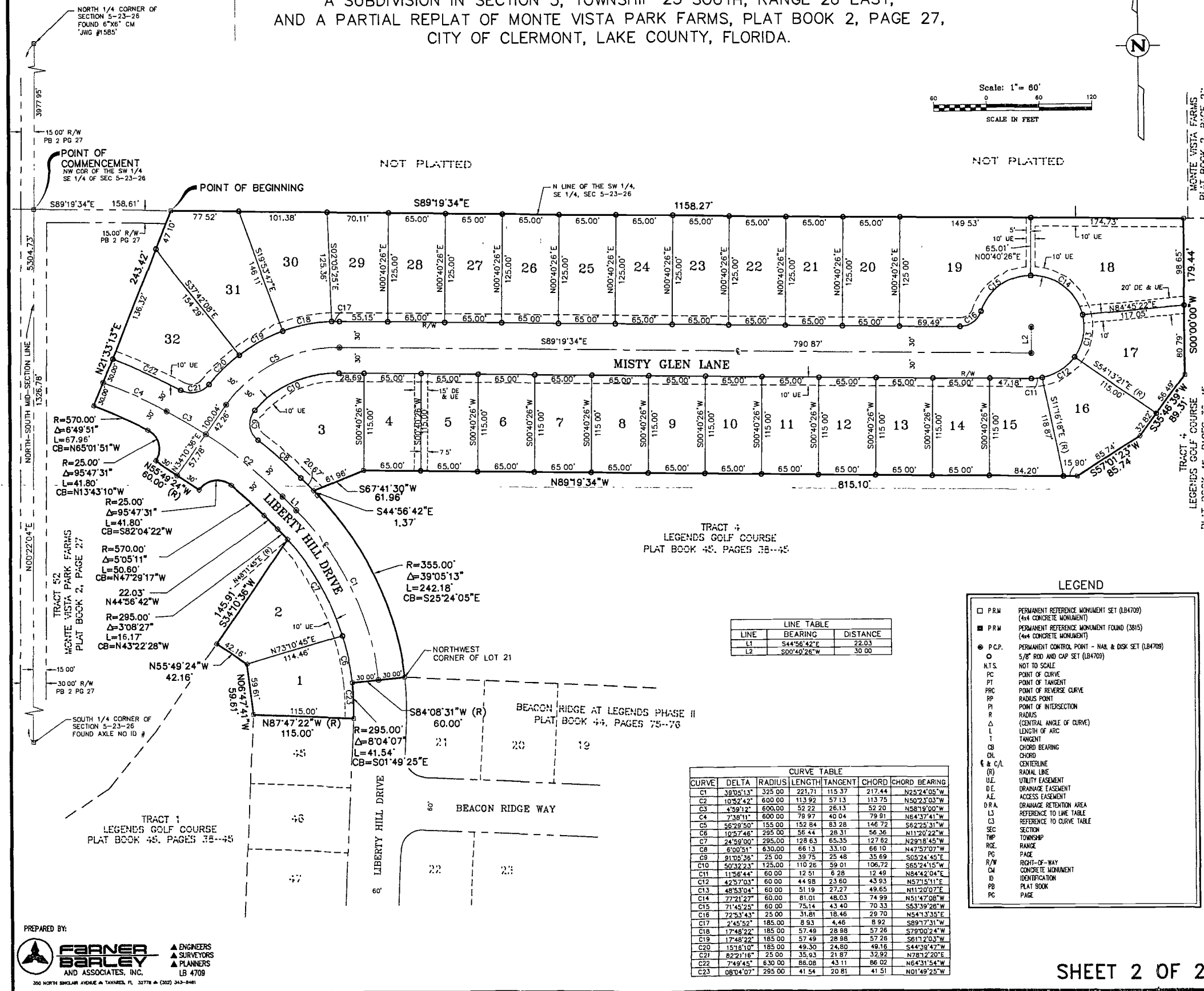
- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

Beacon Ridge at Legends III



# BEACON RIDGE AT LEGENDS PHASE III

A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



TRACT 4  
LEGENDS GOLF COURSE  
PLAT BOOK 45, PAGES 35-45

TRACT 1  
LEGENDS GOLF COURSE  
PLAT BOOK 45, PAGES 35-45

LINE	BEARING	DISTANCE
L1	S44°56'42"E	22.03
L2	S00°40'26"W	30.00

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	38°05'13"	325.00	221.71	115.37	217.44	N25°24'05"W
C2	10°52'42"	600.00	113.92	57.13	113.75	N50°23'03"W
C3	4°59'12"	600.00	52.22	26.13	52.20	N88°19'00"W
C4	7°38'11"	600.00	78.97	40.04	78.91	N64°37'41"W
C5	56°29'50"	155.00	152.84	83.28	146.72	S62°25'31"W
C6	10°57'46"	295.00	56.44	28.31	56.36	N11°20'22"W
C7	24°59'00"	295.00	128.63	65.35	127.62	N29°18'45"W
C8	6°00'51"	630.00	66.13	33.10	66.10	N47°57'07"W
C9	81°05'36"	25.00	39.75	25.48	35.69	S05°24'45"E
C10	50°32'23"	125.00	110.26	59.01	106.72	S65°24'15"W
C11	11°56'44"	60.00	12.51	6.28	12.49	N84°42'04"E
C12	42°57'03"	60.00	44.88	23.60	43.93	N57°15'11"E
C13	48°53'04"	60.00	51.19	27.27	49.65	N11°20'07"E
C14	77°21'27"	60.00	81.01	48.03	74.99	N51°47'08"W
C15	71°45'25"	60.00	75.14	43.40	70.33	S53°39'28"W
C16	72°53'43"	25.00	31.81	18.46	29.70	N44°13'35"E
C17	7°45'52"	185.00	8.83	4.46	8.92	S89°12'31"W
C18	17°48'22"	185.00	57.49	28.98	57.26	S78°00'24"W
C19	17°48'22"	185.00	57.49	28.98	57.26	S61°20'33"W
C20	15°16'10"	185.00	49.30	24.80	49.16	S44°39'47"W
C21	82°21'16"	25.00	35.93	21.87	32.92	N78°12'20"E
C22	7°49'45"	630.00	86.08	43.11	86.02	N64°31'54"W
C23	08°04'07"	295.00	41.54	20.81	41.51	N01°49'25"W

□ P.R.M.	PERMANENT REFERENCE MONUMENT SET (LB4709)
■ P.R.M.	PERMANENT REFERENCE MONUMENT FOUND (3815)
● P.C.P.	PERMANENT CONTROL POINT - NAIL & DISK SET (LB4709)
○	5/8" ROD AND CAP SET (LB4709)
N.T.S.	NOT TO SCALE
P.C.	POINT OF CURVE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
R.P.	RADIUS POINT
P.I.	POINT OF INTERSECTION
R	RADIUS
Δ	(CENTRAL ANGLE OF CURVE)
L	LENGTH OF ARC
T	TANGENT
CB	CHORD BEARING
CH	CHORD
C & C/L	CENTERLINE
(R)	RADIAL LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
D.R.A.	DRAINAGE RETENTION AREA
L3	REFERENCE TO LINE TABLE
C3	REFERENCE TO CURVE TABLE
SEC	SECTION
TWP	TOWNSHIP
RANGE	RANGE
P.C.	PAGE
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT
ID	IDENTIFICATION
PB	PLAT BOOK
PC	PAGE

PREPARED BY:  
**FARBER BARLEY AND ASSOCIATES, INC.**  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 LB 4709  
 300 NORTH ENCLAR AVENUE • TAVARES, FL 32778 • (352) 343-8481

# BEACON RIDGE AT LEGENDS PHASE IV

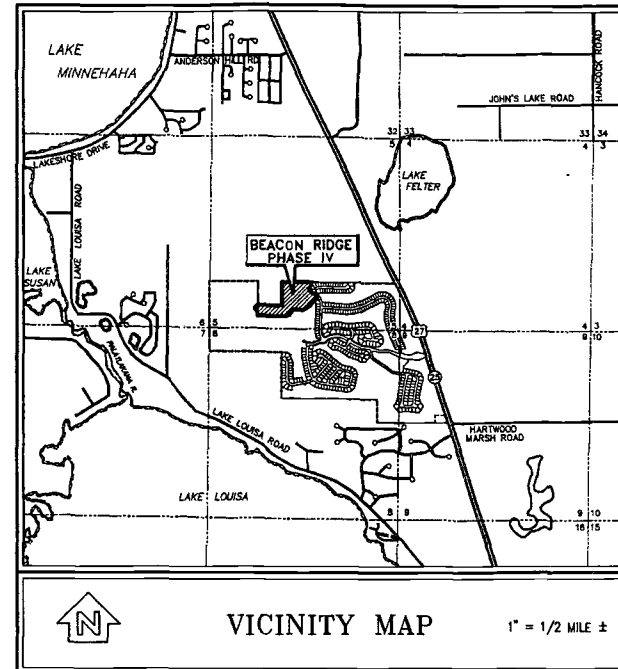
A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### LEGAL DESCRIPTION

THAT PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND BEING A PORTION OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 31, "BEACON RIDGE AT LEGENDS PHASE III", AS RECORDED IN PLAT BOOK 47, PAGES 87 AND 88 OF THE PUBLIC RECORDS OF LAKE COUNTY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID "BEACON RIDGE AT LEGENDS PHASE III" THE FOLLOWING COURSES: RUN SOUTH 21°33'13" WEST FOR 243.42 FEET TO AN INTERSECTION WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING A CHORD BEARING OF SOUTH 65°01'51" EAST AND A RADIUS OF 570.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°49'51" A DISTANCE OF 67.96 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 95°47'31"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 41.80 FEET; THENCE SOUTH 55°49'24" EAST FOR 60.00 FEET TO AN INTERSECTION WITH A CIRCULAR CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING OF NORTH 82°04'22" EAST, A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°47'31", A DISTANCE OF 41.80 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 05°05'11"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 50.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°56'42" EAST FOR 22.03 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET AND A CENTRAL ANGLE OF 03°08'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 18.17 FEET; THENCE SOUTH 34°10'36" WEST FOR 148.91 FEET TO THE NORTHERLY MOST CORNER OF TRACT 1, "LEGENDS GOLF COURSE" AS RECORDED IN PLAT BOOK 45, PAGES 38 THROUGH 46 OF THE PUBLIC RECORDS OF LAKE COUNTY; THENCE DEPARTING AFORESAID WESTERLY BOUNDARY OF "BEACON RIDGE AT LEGENDS PHASE III" RUN ALONG THE NORTHERLY BOUNDARY OF SAID TRACT 1 THE FOLLOWING COURSES: CONTINUE SOUTH 34°10'36" WEST FOR 124.03 FEET; THENCE SOUTH 39°24'42" WEST FOR 83.95 FEET; THENCE SOUTH 57°41'31" WEST FOR 150.93 FEET; THENCE SOUTH 69°55'33" WEST FOR 67.48 FEET; THENCE NORTH 89°35'42" WEST FOR 271.90 FEET; THENCE SOUTH 20°09'55" WEST FOR 41.91 FEET; THENCE SOUTH 38°30'19" WEST FOR 121.47 FEET; THENCE SOUTH 65°29'00" WEST FOR 118.15 FEET; THENCE NORTH 89°19'10" WEST FOR 786.91 FEET; THENCE DEPARTING AFORESAID NORTHERLY BOUNDARY OF TRACT 1 RUN NORTH 00°40'50" EAST FOR 58.06 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 39°35'17"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 89.82 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°54'27" WEST FOR 94.17 FEET; THENCE NORTH 51°05'33" EAST FOR 135.78 FEET TO THE SOUTHWEST CORNER OF TRACT 54 OF AFORESAID PLAT OF "MONTE VISTA PARK FARMS" (TRACT 54 ALSO DESCRIBED AS THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 5); THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID TRACT 54 THE FOLLOWING TWO COURSES: RUN SOUTH 89°19'10" EAST FOR 669.89 FEET; THENCE NORTH 00°24'18" EAST FOR 663.25 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE SOUTH 89°19'50" EAST ALONG SAID NORTH LINE FOR 669.46 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE SOUTH 89°19'34" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 FOR 158.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.401 ACRES, MORE OR LESS.



### GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MID-SECTION LINE OF SECTION 5 AS BEING N00°22'04"E, AN ASSUMED MERIDIAN.
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BEACON RIDGE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION.
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R).
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES.
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS EXCEPT AS NOTED.
- ALL PLATTED AND/OR NOTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES, EXCEPT THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IF ANY.
- TRACT "A" IS DESIGNATED FOR DRAINAGE, UTILITIES AND LANDSCAPE AND FURTHER USES MAY BE DESIGNATED BY THE OWNER OF TRACT "A", THEIR SUCCESSORS AND ASSIGNS.
- STATE PLANE COORDINATES ARE BASED ON LAKE COUNTY GPS CONTROL POINTS LK72 AND LK172 (SCALE FACTOR 1 0000052)

PREPARED BY:



### NOTICE

THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVISION AND SHALL BE CONSIDERED THE TRUE AND CORRECT COPY OF THE PLAT. ANY COPIES OF THIS PLAT MADE BY ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR ARE VOID AND INVALID.

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter provided however that my review does not include field verification of any of the coordinates or measurements shown on this plat.

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on February 17, 2003.

WITNESSES:  
 1) Duane K. Booth  
 print name  
 2) Bonnie K. Lynch  
 print name

OWNER(S)  
 Lennar Homes, Inc. a Florida Corporation  
 E. Bruce Lawson, Vice-President

STATE OF Florida COUNTY OF Lake  
 The foregoing Dedication was acknowledged before me this 17th day of February, 2003, by E. Bruce Lawson as Vice President of Lennar Homes, Inc.  
 He (is personally known to me) or (has produced as identification) and (did not) take an oath.  
 Signature of Acknowledger Amy S. Malone  
 Printed name of Acknowledger Amy S. Malone  
 My commission Expires: June 25, 2005 (SEAL OR STAMP)

### CERTIFICATE OF APPROVAL

COUNTY ENGINEER Signature Date  
 COUNTY ATTORNEY Signature Date  
 DIRECTOR OF PLANNING AND DEVELOPMENT Signature Date

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the day of 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within days from the date of approval by said City of Clermont, Florida.

Attest: City of Clermont  
 City Clerk Mayor

### CERTIFICATE OF SURVEYOR

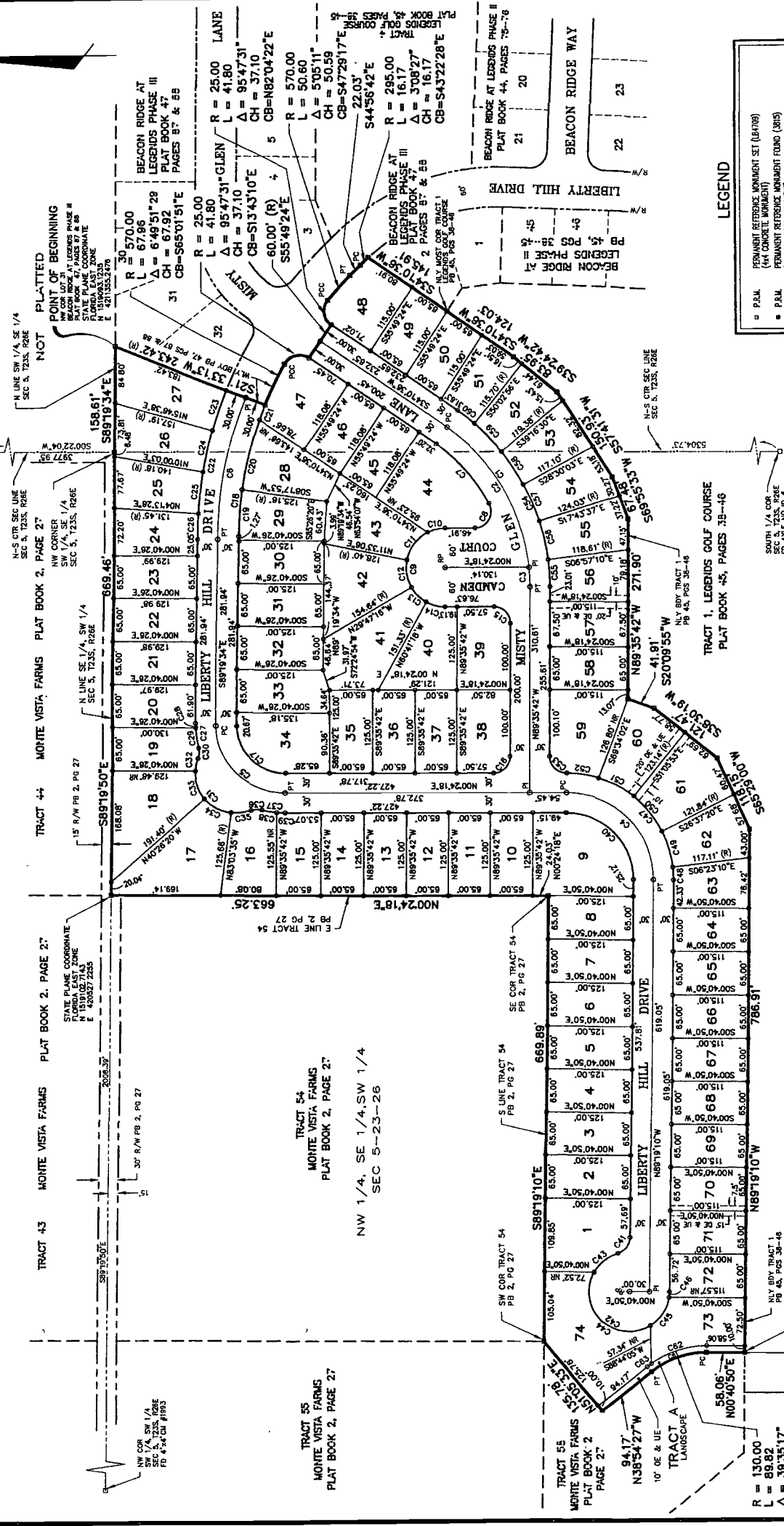
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all the current provisions of Chapter 177, Florida Statutes.

FARNER, BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO. 4708  
 350 NORTH SINCLAIR AVE. - TAVARES, FL 32778  
 Michael R. Burnette FEB 17, 2003  
 MICHAEL R. BURNETTE Dated  
 Florida Registration No 3669



# BEACON RIDGE AT LEGENDS PHASE IV

A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



**LEGEND**

- PERMANENT REFERENCE MONUMENT SET (L&P108)
- PERMANENT REFERENCE MONUMENT FOUND (3015)
- PERMANENT REFERENCE MONUMENT (44 CONCRETE MONUMENT)
- PERMANENT CONTROL POINT - MAIL & DEK SET (L&P109)
- 5/8" IRON AND CAP SET (L&P109)
- CENTER
- POINT OF CURVE
- POINT OF TANGENCY
- POINT OF INTERSECTION
- RADIUS
- CENTRAL ANGLE OF CURVE
- LENGTH OF ARC
- CHORD
- CHORD BEARING
- CURVE
- PAVING LINE
- UTILITY EASEMENT
- GRANITE EASEMENT
- SECTION
- TOWNSHIP 23 SOUTH
- RANGE 26 EAST
- PAGE
- PLAT BOOK 49
- PLAT PAGE 80

**CURVE TABLE**

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	120.00	100.00	100.00	S120.00W
C2	120.00	100.00	100.00	S120.00W
C3	120.00	100.00	100.00	S120.00W
C4	120.00	100.00	100.00	S120.00W
C5	120.00	100.00	100.00	S120.00W
C6	120.00	100.00	100.00	S120.00W
C7	120.00	100.00	100.00	S120.00W
C8	120.00	100.00	100.00	S120.00W
C9	120.00	100.00	100.00	S120.00W
C10	120.00	100.00	100.00	S120.00W
C11	120.00	100.00	100.00	S120.00W
C12	120.00	100.00	100.00	S120.00W
C13	120.00	100.00	100.00	S120.00W
C14	120.00	100.00	100.00	S120.00W
C15	120.00	100.00	100.00	S120.00W
C16	120.00	100.00	100.00	S120.00W
C17	120.00	100.00	100.00	S120.00W
C18	120.00	100.00	100.00	S120.00W
C19	120.00	100.00	100.00	S120.00W
C20	120.00	100.00	100.00	S120.00W
C21	120.00	100.00	100.00	S120.00W
C22	120.00	100.00	100.00	S120.00W
C23	120.00	100.00	100.00	S120.00W
C24	120.00	100.00	100.00	S120.00W
C25	120.00	100.00	100.00	S120.00W
C26	120.00	100.00	100.00	S120.00W
C27	120.00	100.00	100.00	S120.00W
C28	120.00	100.00	100.00	S120.00W
C29	120.00	100.00	100.00	S120.00W
C30	120.00	100.00	100.00	S120.00W
C31	120.00	100.00	100.00	S120.00W
C32	120.00	100.00	100.00	S120.00W
C33	120.00	100.00	100.00	S120.00W
C34	120.00	100.00	100.00	S120.00W
C35	120.00	100.00	100.00	S120.00W
C36	120.00	100.00	100.00	S120.00W
C37	120.00	100.00	100.00	S120.00W
C38	120.00	100.00	100.00	S120.00W
C39	120.00	100.00	100.00	S120.00W
C40	120.00	100.00	100.00	S120.00W
C41	120.00	100.00	100.00	S120.00W
C42	120.00	100.00	100.00	S120.00W
C43	120.00	100.00	100.00	S120.00W
C44	120.00	100.00	100.00	S120.00W
C45	120.00	100.00	100.00	S120.00W
C46	120.00	100.00	100.00	S120.00W
C47	120.00	100.00	100.00	S120.00W
C48	120.00	100.00	100.00	S120.00W
C49	120.00	100.00	100.00	S120.00W
C50	120.00	100.00	100.00	S120.00W
C51	120.00	100.00	100.00	S120.00W
C52	120.00	100.00	100.00	S120.00W
C53	120.00	100.00	100.00	S120.00W
C54	120.00	100.00	100.00	S120.00W
C55	120.00	100.00	100.00	S120.00W
C56	120.00	100.00	100.00	S120.00W
C57	120.00	100.00	100.00	S120.00W
C58	120.00	100.00	100.00	S120.00W
C59	120.00	100.00	100.00	S120.00W
C60	120.00	100.00	100.00	S120.00W
C61	120.00	100.00	100.00	S120.00W
C62	120.00	100.00	100.00	S120.00W
C63	120.00	100.00	100.00	S120.00W
C64	120.00	100.00	100.00	S120.00W
C65	120.00	100.00	100.00	S120.00W
C66	120.00	100.00	100.00	S120.00W
C67	120.00	100.00	100.00	S120.00W
C68	120.00	100.00	100.00	S120.00W
C69	120.00	100.00	100.00	S120.00W
C70	120.00	100.00	100.00	S120.00W
C71	120.00	100.00	100.00	S120.00W
C72	120.00	100.00	100.00	S120.00W
C73	120.00	100.00	100.00	S120.00W
C74	120.00	100.00	100.00	S120.00W
C75	120.00	100.00	100.00	S120.00W
C76	120.00	100.00	100.00	S120.00W
C77	120.00	100.00	100.00	S120.00W
C78	120.00	100.00	100.00	S120.00W
C79	120.00	100.00	100.00	S120.00W
C80	120.00	100.00	100.00	S120.00W
C81	120.00	100.00	100.00	S120.00W
C82	120.00	100.00	100.00	S120.00W
C83	120.00	100.00	100.00	S120.00W
C84	120.00	100.00	100.00	S120.00W
C85	120.00	100.00	100.00	S120.00W
C86	120.00	100.00	100.00	S120.00W
C87	120.00	100.00	100.00	S120.00W
C88	120.00	100.00	100.00	S120.00W
C89	120.00	100.00	100.00	S120.00W
C90	120.00	100.00	100.00	S120.00W
C91	120.00	100.00	100.00	S120.00W
C92	120.00	100.00	100.00	S120.00W
C93	120.00	100.00	100.00	S120.00W
C94	120.00	100.00	100.00	S120.00W
C95	120.00	100.00	100.00	S120.00W
C96	120.00	100.00	100.00	S120.00W
C97	120.00	100.00	100.00	S120.00W
C98	120.00	100.00	100.00	S120.00W
C99	120.00	100.00	100.00	S120.00W
C100	120.00	100.00	100.00	S120.00W

**CURVE TABLE**

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	120.00	100.00	100.00	S120.00W
C2	120.00	100.00	100.00	S120.00W
C3	120.00	100.00	100.00	S120.00W
C4	120.00	100.00	100.00	S120.00W
C5	120.00	100.00	100.00	S120.00W
C6	120.00	100.00	100.00	S120.00W
C7	120.00	100.00	100.00	S120.00W
C8	120.00	100.00	100.00	S120.00W
C9	120.00	100.00	100.00	S120.00W
C10	120.00	100.00	100.00	S120.00W
C11	120.00	100.00	100.00	S120.00W
C12	120.00	100.00	100.00	S120.00W
C13	120.00	100.00	100.00	S120.00W
C14	120.00	100.00	100.00	S120.00W
C15	120.00	100.00	100.00	S120.00W
C16	120.00	100.00	100.00	S120.00W
C17	120.00	100.00	100.00	S120.00W
C18	120.00	100.00	100.00	S120.00W
C19	120.00	100.00	100.00	S120.00W
C20	120.00	100.00	100.00	S120.00W
C21	120.00	100.00	100.00	S120.00W
C22	120.00	100.00	100.00	S120.00W
C23	120.00	100.00	100.00	S120.00W
C24	120.00	100.00	100.00	S120.00W
C25	120.00	100.00	100.00	S120.00W
C26	120.00	100.00	100.00	S120.00W
C27	120.00	100.00	100.00	S120.00W
C28	120.00	100.00	100.00	S120.00W
C29	120.00	100.00	100.00	S120.00W
C30	120.00	100.00	100.00	S120.00W
C31	120.00	100.00	100.00	S120.00W
C32	120.00	100.00	100.00	S120.00W
C33	120.00	100.00	100.00	S120.00W
C34	120.00	100.00	100.00	S120.00W
C35	120.00	100.00	100.00	S120.00W
C36	120.00	100.00	100.00	S120.00W
C37	120.00	100.00	100.00	S120.00W
C38	120.00	100.00	100.00	S120.00W
C39	120.00	100.00	100.00	S120.00W
C40	120.00	100.00	100.00	S120.00W
C41	120.00	100.00	100.00	S120.00W
C42	120.00	100.00	100.00	S120.00W
C43	120.00	100.00	100.00	S120.00W
C44	120.00	100.00	100.00	S120.00W
C45	120.00	100.00	100.00	S120.00W
C46	120.00	100.00	100.00	S120.00W
C47	120.00	100.00	100.00	S120.00W
C48	120.00	100.00	100.00	S120.00W
C49	120.00	100.00	100.00	S120.00W
C50	120.00	100.00	100.00	S120.00W
C51	120.00	100.00	100.00	S120.00W
C52	120.00	100.00	100.00	S120.00W
C53	120.00	100.00	100.00	S120.00W
C54	120.00	100.00	100.00	S120.00W
C55	120.00	100.00	100.00	S120.00W
C56	120.00	100.00	100.00	S120.00W
C57	120.00	100.00	100.00	S120.00W
C58	120.00	100.00	100.00	S120.00W
C59	120.00	100.00	100.00	S120.00W
C60	120.00	100.00	100.00	S120.00W
C61	120.00	100.00	100.00	S120.00W
C62	120.00	100.00	100.00	S120.00W
C63	120.00	100.00	100.00	S120.00W
C64	120.00	100.00	100.00	S120.00W
C65	120.00	100.00	100.00	S120.00W
C66	120.00	100.00	100.00	S120.00W
C67	120.00	100.00	100.00	S120.00W
C68	120.00	100.00	100.00	S120.00W
C69	120.00	100.00	100.00	S120.00W
C70	120.00	100.00	100.00	S120.00W
C71	120.00	100.00	100.00	S120.00W
C72	120.00	100.00	100.00	S120.00W
C73	120.00	100.00	100.00	S120.00W
C74	120.00	100.00	100.00	S120.00W
C75	120.00	100.00	100.00	S120.00W
C76	120.00	100.00	100.00	S120.00W
C77	120.00	100.00	100.00	S120.00W
C78	120.00	100.00	100.00	S120.00W
C79	120.00	100.00	100.00	S120.00W
C80	120.00	100.00	100.00	S120.00W
C81	120.00	100.00	100.00	S120.00W
C82	120.00	100.00	100.00	S120.00W
C83	120.00	100.00	100.00	S120.00W
C84	120.00	100.00	100.00	S120.00W
C85	120.00	100.00	100.00	S120.00W
C86	120.00	100.00	100.00	S120.00W
C87	120.00	100.00	100.00	S120.00W
C88	120.00	100.00	100.00	S120.00W
C89	120.00	100.00	100.00	S120.00W
C90	120.00	100.00	100.00	S120.00W
C91	120.00	100.00	100.00	S120.00W
C92	120.00	100.00	100.00	S120.00W
C93	120.00	100.00	100.00	S120.00W
C94	120.00	100.00	100.00	S120.00W
C95	120.00	100.00	100.00	S120.00W
C96	120.00	100.00	100.00	S120.00W
C97	120.00	100.00	100.00	S120.00W
C98	120.00			



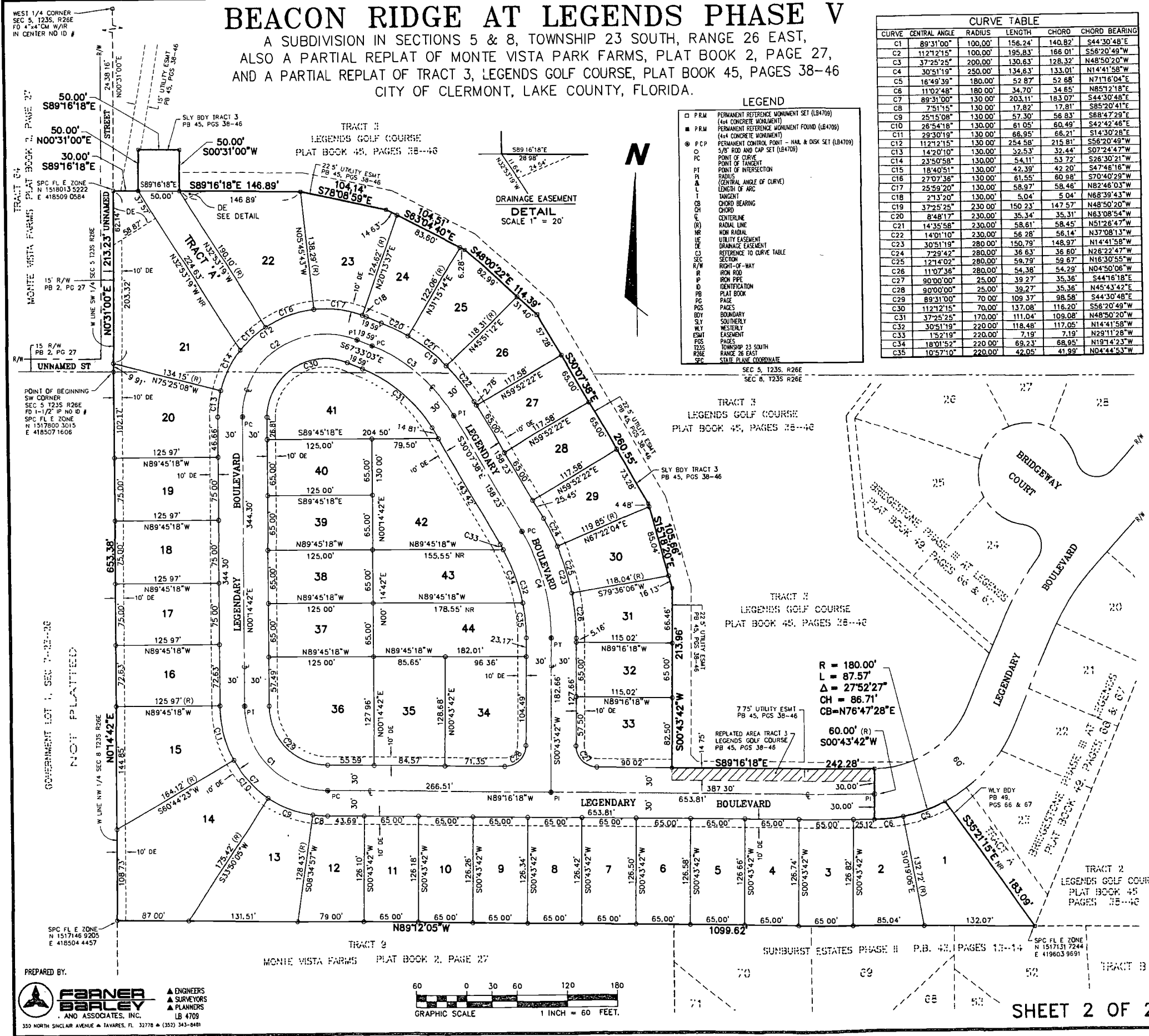
# BEACON RIDGE AT LEGENDS PHASE V

A SUBDIVISION IN SECTIONS 5 & 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
 ALSO A PARTIAL REPLAT OF MONTE VISTA FARMS, PLAT BOOK 2, PAGE 27,  
 AND A PARTIAL REPLAT OF TRACT 3, LEGENDS GOLF COURSE, PLAT BOOK 45, PAGES 38-46  
 CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	89°31'00"	100.00'	156.24'	140.82'	S44°30'48"E
C2	112°12'15"	100.00'	195.83'	166.01'	S58°20'49"W
C3	37°25'25"	200.00'	130.63'	128.32'	N48°50'20"W
C4	30°51'19"	250.00'	134.63'	133.01'	N14°41'58"W
C5	16°49'39"	180.00'	52.87'	52.88'	N71°16'04"E
C6	11°02'48"	180.00'	34.70'	34.65'	N85°12'18"E
C7	89°31'00"	130.00'	203.11'	183.07'	S44°30'48"E
C8	7°51'14"	130.00'	17.82'	17.81'	S85°20'41"E
C9	25°15'08"	130.00'	57.30'	56.83'	S68°47'29"E
C10	26°54'18"	130.00'	61.05'	60.49'	S42°42'46"E
C11	29°30'19"	130.00'	66.95'	66.21'	S14°30'28"E
C12	112°12'15"	130.00'	254.58'	215.81'	S58°20'49"W
C13	14°20'10"	130.00'	32.53'	32.44'	S07°24'47"W
C14	23°50'58"	130.00'	54.11'	53.72'	S26°30'21"W
C15	18°40'51"	130.00'	42.39'	42.20'	S47°46'16"W
C16	27°07'36"	130.00'	61.55'	60.88'	S70°40'29"W
C17	25°59'20"	130.00'	58.97'	58.46'	N82°46'03"W
C18	21°3'20"	130.00'	5.04'	5.04'	N68°39'43"W
C19	37°25'25"	230.00'	150.23'	147.57'	N48°50'20"W
C20	8°48'17"	230.00'	35.34'	35.31'	N63°08'54"W
C21	14°35'58"	230.00'	58.61'	58.45'	N51°26'47"W
C22	14°01'10"	230.00'	56.28'	56.14'	N37°08'13"W
C23	30°51'19"	280.00'	150.79'	148.97'	N14°41'58"W
C24	7°29'42"	280.00'	36.63'	36.60'	N26°22'47"W
C25	12°14'02"	280.00'	59.79'	59.67'	N16°30'55"W
C26	11°07'36"	280.00'	54.38'	54.29'	N04°50'08"W
C27	90°00'00"	25.00'	39.27'	35.36'	S44°18'18"E
C28	90°00'00"	25.00'	39.27'	35.36'	N45°43'42"E
C29	89°31'00"	70.00'	109.37'	98.58'	S44°30'48"E
C30	112°12'15"	70.00'	137.08'	116.20'	S58°20'49"W
C31	37°25'25"	170.00'	111.04'	109.08'	N48°50'20"W
C32	30°51'19"	220.00'	118.48'	117.05'	N14°41'58"W
C33	1°52'19"	220.00'	7.19'	7.19'	N29°11'28"W
C34	18°01'52"	220.00'	69.23'	68.85'	N97°42'33"W
C35	10°57'10"	220.00'	42.05'	41.99'	N04°44'53"W

**LEGEND**

- PRM PERMANENT REFERENCE MONUMENT SET (LB4709) (4x4 CONCRETE MONUMENT)
- PRM PERMANENT REFERENCE MONUMENT FOUND (LB4709) (4x4 CONCRETE MONUMENT)
- PCP PERMANENT CONTROL POINT - NAIL & DISK SET (LB4709)
- PC POINT OF CURVE
- PT POINT OF TANGENT
- PI POINT OF INTERSECTION
- RADIUS
- CENTRAL ANGLE OF CURVE
- LENGTH OF ARC
- TANGENT
- CHORD BEARING
- CHORD
- CENTERLINE
- RADIAL LINE
- NON RADIAL
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- REFERENCE TO CURVE TABLE
- SECTION
- R/W RIGHT-OF-WAY
- IRON ROD
- IRON PIPE
- IDENTIFICATION
- PLAT BOOK
- PAGE
- PAGES
- BOUNDARY
- SOUTHERLY
- WESTERLY
- EASEMENT
- PAGES
- TOWNSHIP 23 SOUTH
- RANGE 26 EAST
- STATE PLANE COORDINATE



R = 180.00'  
 L = 87.57'  
 Δ = 27°52'27"  
 CH = 86.71'  
 CB = N76°47'28"E

PREPARED BY:

**FARNER BARLEY AND ASSOCIATES, INC.**

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS

LB 4709  
 350 NORTH SINGLAR AVENUE • TAVARES, FL 32778 • (352) 343-8481

2000103537

# BRIDGESTONE AT LEGENDS

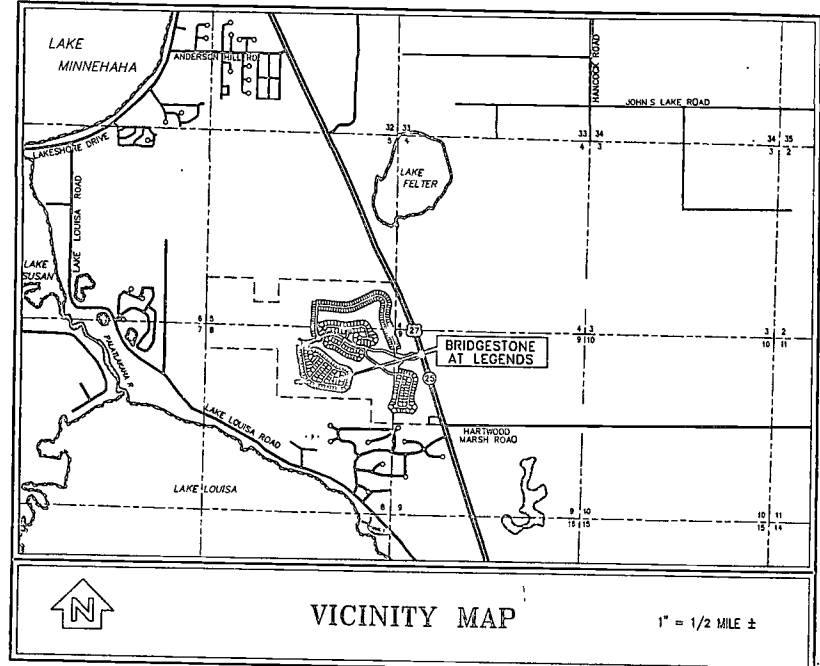
A SUBDIVISION IN SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF LOT 26, SHERBROOK AT LEGENDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43, PAGES 51 AND 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SHERBROOK AT LEGENDS RUN N01°40'32"W 202.05 FEET; THENCE N50°34'04"W 120.74 FEET; THENCE S05°04'49"W 03.94 FEET; THENCE S67°16'54"W 108.87 FEET; THENCE DEPARTING SAID BOUNDARY RUN N24°49'01"W 9.99 FEET; THENCE S63°44'22"W 50.90 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHWESTERLY 39.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°47'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 105.00 FEET; THENCE RUN SOUTHWESTERLY 170.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 92°47'27" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE RUN WESTERLY 39.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 45°15'43" TO THE END OF SAID CURVE; THENCE S06°20'37"W 107.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHWESTERLY 110.39 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 131°4'09" TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S10°02'59"W 88.43 FEET; THENCE S54°06'40"W 80.52 FEET; THENCE N70°02'17"E 91.60 FEET; THENCE N40°59'01"E 41.95 FEET; THENCE N75°56'47"E 84.63 FEET; THENCE S73°11'42"E 90.18 FEET; THENCE S02°07'07"E 65.47 FEET; THENCE S51°04'21"E 56.00 FEET; THENCE S55°25'00"E 80.23 FEET; THENCE S09°51'58"E 82.50 FEET; THENCE S76°39'20"E 103.20 FEET; THENCE S51°46'37"E 130.66 FEET; THENCE S10°51'50"E 138.02 FEET; THENCE S12°43'13"W 304.54 FEET; THENCE S44°50'42"W 135.54 FEET; THENCE S75°52'37"W 109.09 FEET; THENCE N02°21'11"W 770.00 FEET; THENCE N80°35'52"W 110.03 FEET; THENCE N50°28'16"W 230.21 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.00 FEET TO WHICH A RADIAL LINE BEARS S11°21'14" THENCE RUN SOUTHWESTERLY 0.01 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 110°20' TO THE END OF SAID CURVE; THENCE S70°49'13"W 73.33 FEET; THENCE S10°10'47"E 35.00 FEET; THENCE S78°49'13"W 122.86 FEET; THENCE N10°10'47"W 35.00 FEET; THENCE N79°49'13"E 231.29 FEET; THENCE N23°17'55"W 162.86 FEET; THENCE N10°20'56"W 623.57 FEET; THENCE N3°25'45"W 201.59 FEET; THENCE S71°17'47"E 137.34 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 530.00 FEET TO WHICH A RADIAL LINE BEARS N01°11'40"W THENCE RUN NORTHEASTERLY 11.53 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 114°40' TO THE END OF SAID CURVE; THENCE N10°02'59"E 84.97 FEET; THENCE S04°45'02"E 80.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS N79°57'01"W THENCE RUN NORTHEASTERLY 35.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 80°47' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 455.00 FEET; THENCE RUN EASTERLY 97.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 121°7'57" THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S10°02'59"W 20.76 FEET TO THE POINT OF BEGINNING

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



### GENERAL NOTES

- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE NORTHEASTERLY LINE OF LOT 26, SHERBROOK AT LEGENDS BEING N61°40'32"W.
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION.
- TRACT "A" IS DESIGNATED FOR DRAINAGE, UTILITIES, SIGNAGE AND LANDSCAPE AND FURTHER USES MAY BE DESIGNATED BY THE OWNERS OF TRACT "A", THEIR SUCCESSORS AND ASSIGNS.
- TRACT "D" IS DESIGNATED FOR LIFT STATION SITE AND DEDICATED TO THE CITY OF CLERMONT.
- HONORMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R). ALL OTHER LINES ARE NON-RADIAL (N-R).
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES.
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS.

PREPARED BY  
**AND ASSOCIATES, INC.**  
200 N. CENTRAL AVENUE, SUITE 200, TAMPA, FL 33601 (813) 241-1111

ENGINEERS  
SURVEYORS  
PLANNERS  
L.S. 4703

**STATEMENT OF REVIEWER**  
Pursuant to Section 177.031, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and certify that it complies with the technical requirements of said chapter, provided that my review does not include field verification of points or measurements shown on this plat.  
*[Signature]*  
Professional Surveyor and Mapper

**CERTIFICATE OF APPROVAL BY MUNICIPALITY**  
THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.001, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 14th day of November, 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 30 days from the date of approval by said City of Clermont, Florida.  
Attest:  
*[Signature]* City Clerk  
*[Signature]* Mayor

**CERTIFICATE OF SURVEYOR**  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a registered Surveyor, and being duly licensed to practice in the State of Florida, do hereby certify that this plat was prepared under his supervision and that he is familiar with all of the current provisions of Chapter 177, Florida Statutes.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of October, 2000.  
*[Signature]*  
Professional Surveyor and Mapper  
Florida Registration No. 32515 Dated

**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on the 27th day of October, 2000, at 2:00 PM.  
*[Signature]*  
Clerk of the Circuit Court  
in and for Lake County, Florida

**DEDICATION - "BRIDGESTONE AT LEGENDS"**  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein:  
1. TO THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION  
Tract "A" and all roads shown hereon  
Said roads are subject to the following:  
perpetual right of ingress and egress by the residents of Legends; their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel; said roads are also subject to utility easements as further stated below.  
2. TO THE CITY OF CLERMONT, Tract "B"  
A utility easement is hereby granted over, across and upon the roadway and those areas designated as utility easements shown hereon.  
3. TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES.  
A utility easement is hereby granted over, across and upon the roadway and those areas designated as utility easements shown hereon.  
4. TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL.  
A perpetual right of ingress and egress over and across roadways shown.  
NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on October 23, 2000.  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES  
1) *[Signature]*  
2) *[Signature]*  
OWNER(S):  
Lonnar Homes, Inc., a Florida Corporation  
*[Signature]*  
Rob Ahrens, Vice President  
STATE OF Florida COUNTY OF Lake  
The foregoing Dedication was acknowledged before me this 23rd day of October, 2000, by Rob Ahrens, Vice President of Lonnar Homes, Inc. He is personally known to me or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger: *[Signature]*  
Printed name of Acknowledger: Rob Ahrens  
My commission Expires: April 21, 2002

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on October 20, 2000.  
Signed, sealed and delivered in our presence as witnesses:

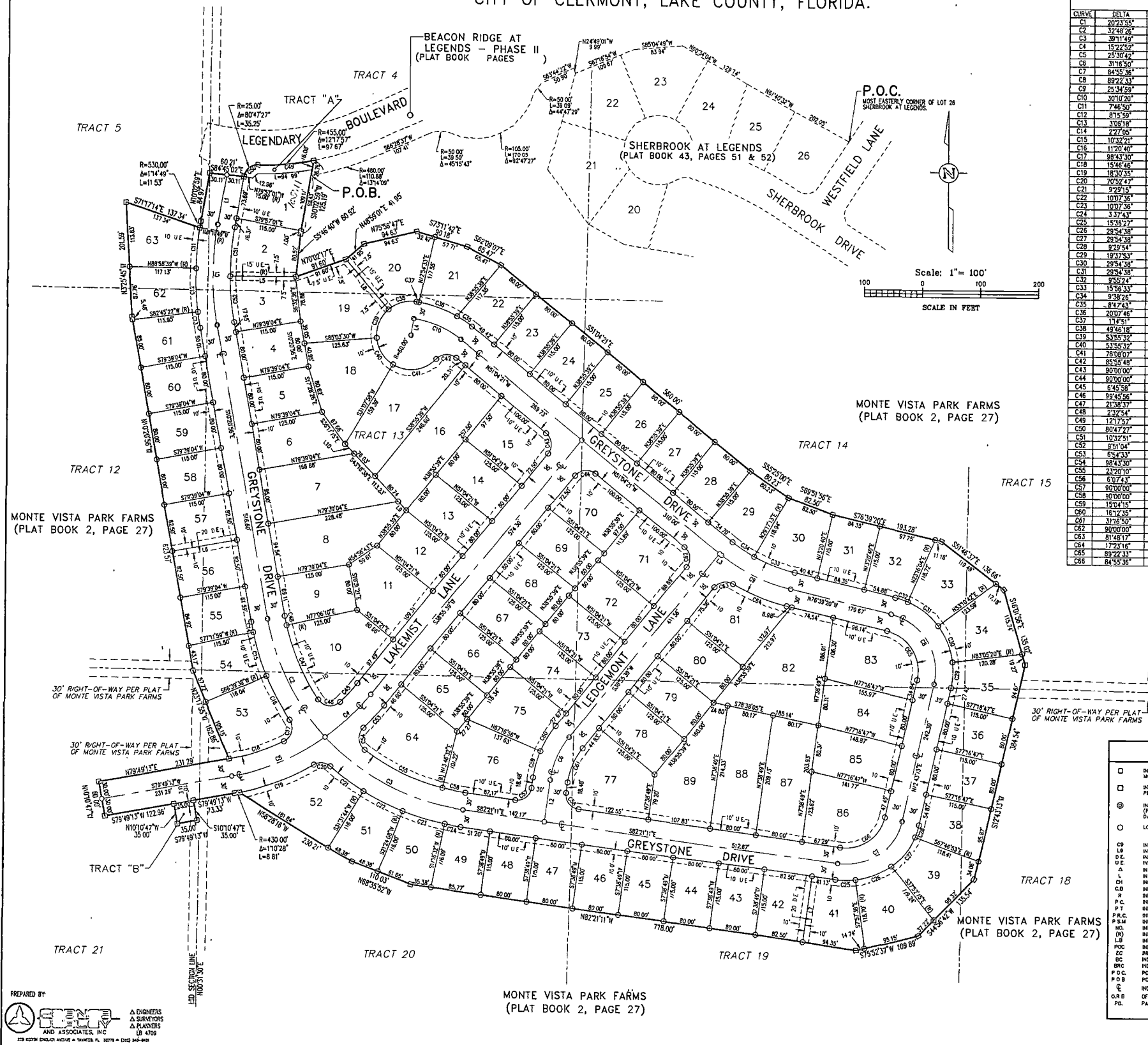
WITNESSES  
1) *[Signature]*  
2) *[Signature]*  
OWNER(S):  
Rox V. MacPherson, II  
STATE OF Florida COUNTY OF Orange  
The foregoing Dedication was acknowledged before me this 20th day of October, 2000, by Rox V. MacPherson, II. He is personally known to me or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger: *[Signature]*  
Printed name of Acknowledger: Rox V. MacPherson, II  
My commission Expires: May 24, 2004

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on October 20, 2000.  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES  
1) *[Signature]*  
2) *[Signature]*  
OWNER(S):  
Lenna H. Garber Durable Trust  
*[Signature]*  
Rex H. Garber, Trustee  
STATE OF Florida COUNTY OF Orange  
The foregoing Dedication was acknowledged before me this 20th day of October, 2000, by Lenna H. Garber. He is personally known to me or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger: *[Signature]*  
Printed name of Acknowledger: Lenna H. Garber  
My commission Expires: May 24, 2004

# BRIDGESTONE AT LEGENDS

A SUBDIVISION IN SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	20°23'55"	500.00	178.01	89.96	177.07	S078°58' E
C2	32°48'26"	400.00	229.04	117.75	225.92	S26°45'09" E
C3	39°11'49"	400.00	273.60	142.42	268.34	S27°45'16" E
C4	15°22'52"	400.00	107.38	54.01	107.06	N46°37'05" E
C5	25°30'42"	400.00	178.11	90.55	176.64	N67°23'51" E
C6	31°16'50"	150.00	81.89	41.69	80.88	S23°17'14" W
C7	84°35'36"	100.00	148.23	91.52	135.02	N55°11'01" E
C8	89°22'33"	100.00	195.99	98.92	140.65	N31°58'03" W
C9	25°34'59"	300.00	133.85	68.11	132.84	S63°51'50" E
C10	30°10'20"	170.00	89.52	45.83	88.49	N69°29'30" W
C11	7°46'50"	530.00	71.97	36.04	71.92	S4°54'46" W
C12	8°15'59"	530.00	76.47	38.30	76.40	S3°06'39" E
C13	33°09'18"	530.00	28.72	14.36	28.72	S9°47'47" E
C14	22°27'06"	430.00	18.40	9.20	18.40	S17°34'29" E
C15	10°32'21"	430.00	79.10	39.66	78.98	S18°04'12" E
C16	11°20'40"	430.00	85.14	42.71	85.00	S2°00'42" E
C17	88°43'30"	25.00	43.08	29.13	37.94	N14°40'42" E
C18	15°48'46"	370.00	101.80	51.27	101.58	N73°56'50" E
C19	18°20'35"	430.00	138.91	70.07	138.11	N69°23'29" E
C20	70°52'47"	25.00	30.93	17.75	28.89	N84°25'25" W
C21	9°29'15"	430.00	71.20	35.68	71.12	S5°43'39" E
C22	10°07'36"	430.00	78.00	38.10	75.90	S6°32'04" E
C23	10°07'36"	430.00	78.00	38.10	75.90	S7°33'40" E
C24	3°37'43"	430.00	27.23	13.62	27.23	S80°32'19" E
C25	15°38'27"	130.00	35.41	17.82	35.30	N89°50'36" E
C26	29°54'38"	130.00	67.86	34.72	67.10	N67°05'03" E
C27	29°54'38"	130.00	67.86	34.72	67.10	N37°02'26" E
C28	9°28'54"	130.00	21.55	10.80	21.53	N17°28'01" E
C29	19°37'53"	130.00	44.54	22.49	44.32	N2°54'16" E
C30	29°54'38"	130.00	67.86	34.72	67.10	N21°51'59" W
C31	29°54'38"	130.00	67.86	34.72	67.10	N51°46'37" W
C32	9°28'54"	130.00	22.52	11.29	22.49	N71°41'38" E
C33	15°38'33"	270.00	75.13	37.81	74.89	S68°41'03" E
C34	9°38'26"	270.00	45.43	22.77	45.38	S55°53'14" E
C35	8°17'43"	200.00	30.70	15.36	30.67	N59°28'12" W
C36	20°07'46"	200.00	70.27	35.50	69.80	N69°55'27" E
C37	11°45'11"	200.00	4.35	2.18	4.35	N60°37'15" W
C38	49°46'18"	60.00	52.12	27.83	50.50	S73°52'11" W
C39	53°55'32"	60.00	36.47	30.52	54.41	S22°01'16" W
C40	53°55'32"	60.00	36.47	30.52	54.41	S31°54'05" E
C41	78°08'07"	60.00	81.82	48.70	75.63	N62°03'55" E
C42	85°55'48"	25.00	37.49	23.28	34.09	S85°57'45" W
C43	80°00'00"	25.00	39.27	25.00	35.36	N65°04'21" W
C44	80°00'00"	25.00	39.27	25.00	35.36	S85°53'59" W
C45	84°55'56"	370.00	43.69	21.87	43.67	N47°16'38" E
C46	99°45'56"	25.00	43.53	29.67	38.24	S84°25'25" E
C47	21°38'37"	370.00	139.77	70.73	138.94	S23°43'09" E
C48	22°24'24"	370.00	15.46	8.23	16.46	S11°37'23" E
C49	12°12'57"	455.00	97.67	49.02	97.64	N84°41'28" E
C50	80°47'27"	25.00	35.25	21.27	32.40	S69°27'43" E
C51	10°32'51"	470.00	66.52	43.38	66.40	S4°46'34" W
C52	9°21'04"	470.00	80.81	40.50	80.71	S5°25'24" E
C53	6°43'03"	430.00	51.85	25.96	51.82	N42°22'56" E
C54	8°14'00"	25.00	43.08	29.11	37.84	S31°14" E
C55	23°20'10"	370.00	150.70	78.41	149.66	S64°33'23" E
C56	6°37'43"	370.00	39.58	19.81	39.56	S79°17'19" E
C57	80°00'00"	25.00	39.27	25.00	35.36	N59°38'49" E
C58	80°00'00"	25.00	39.27	25.00	35.36	S37°21'15" E
C59	15°41'15"	180.00	47.35	23.81	47.21	S35°10'57" W
C60	16°12'35"	180.00	50.92	25.63	50.95	S30°49'22" W
C61	31°38'50"	120.00	65.51	33.60	64.70	S23°17'14" W
C62	80°00'00"	25.00	39.27	25.00	35.36	N69°24'21" W
C63	81°48'17"	25.00	35.69	21.86	32.74	S79°48'48" W
C64	17°28'16"	330.00	100.15	50.46	99.76	S27°57'42" E
C65	89°22'33"	70.00	109.19	69.24	88.45	N31°58'03" W
C66	84°35'36"	70.00	103.76	64.06	84.52	N55°11'01" E

LINE	BEARING	DISTANCE
L1	S10°02'59" W	87.49
L2	N7°38'49" E	73.48
L3	N51°04'21" W	4.40
L4	N8°45'20" E	30.00
L5	N82°30'08" E	115.00
L6	N79°39'04" E	115.00
L7	S7°38'49" W	115.00
L8	N41°00'52" W	115.00
L9	S43°16'38" E	20.20
L10	S43°16'38" E	22.72

- LEGEND**
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET LB NO. 4700.
  - INDICATES 4" x 4" CONCRETE MONUMENT FOUND PERMANENT REFERENCE MONUMENT (P.R.M.) (AS NOTED)
  - ⊙ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB NO. 4700 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT RECORDED
  - LOT CORNER (SEE NOTE #5)
  - C# INDICATES CURVE NUMBER IN CURVE TABLE.
  - L# INDICATES LINE NUMBER IN LINE TABLE.
  - D.E. INDICATES DRAINAGE EASEMENT
  - U.E. INDICATES UTILITY EASEMENT
  - A INDICATES DELTA (CENTRAL ANGLE OF CURVE)
  - L INDICATES ARC LENGTH
  - CH INDICATES CHORD LENGTH
  - CB INDICATES CHORD BEARING
  - R INDICATES RADIUS LENGTH
  - P.C. INDICATES POINT OF CURVATURE
  - P.T. INDICATES POINT OF TANGENCY
  - P.R.C. INDICATES POINT OF REVERSE CURVE
  - P.S.M. INDICATES PROFESSIONAL SURVEYOR AND MAPPER
  - INDICATES NUMBER
  - INDICATES RADIAL LINE
  - INDICATES LICENSED BUSINESS
  - INDICATES POINT OF COMMENCEMENT
  - INDICATES END OF CURVE
  - INDICATES BEGINNING OF CURVE
  - INDICATES BEGINNING OF REVERSE CURVE
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - C INDICATES CENTERLINE
  - O.R.B. OFFICIAL RECORD BOOK
  - P.D. PAGE NUMBER

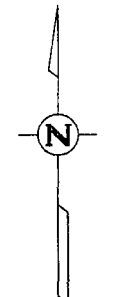
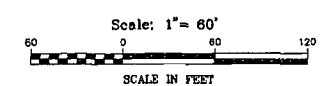
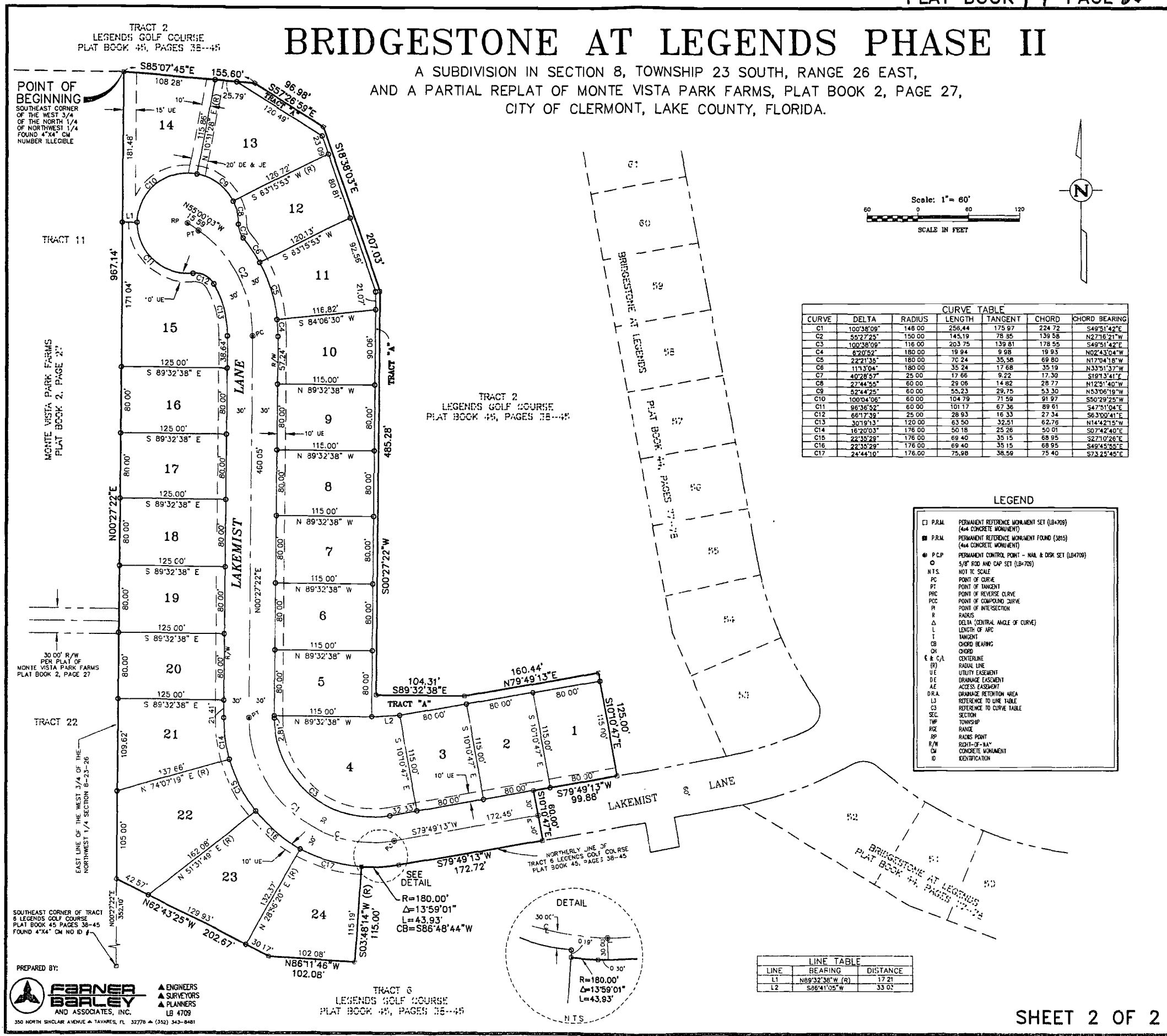
PREPARED BY:  
  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 110 S.W. 11th Street, Suite 400  
 CLERMONT, FLORIDA 34501  
 (407) 771-1111





# BRIDGESTONE AT LEGENDS PHASE II

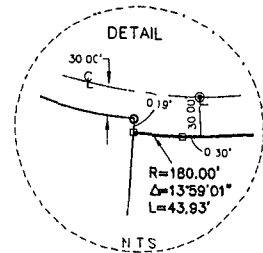
A SUBDIVISION IN SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	100°38'09"	148.00	256.44	175.97	224.72	S49°51'42"E
C2	55°27'25"	150.00	145.19	78.35	139.58	N27°16'21"W
C3	100°38'09"	116.00	203.75	139.81	178.95	S49°51'42"E
C4	82°05'57"	180.00	19.94	9.98	19.93	N02°43'04"W
C5	22°21'35"	180.00	70.24	35.58	69.80	N17°04'18"W
C6	111°3'04"	180.00	35.24	17.68	35.19	N33°51'37"W
C7	40°28'57"	25.00	17.66	9.22	17.30	S19°13'41"E
C8	27°44'55"	60.00	29.06	14.82	28.77	N12°31'40"W
C9	52°44'25"	60.00	55.23	29.75	53.30	N53°06'19"W
C10	100°04'05"	60.00	104.79	71.59	91.97	S50°29'25"W
C11	86°38'52"	60.00	101.17	67.36	89.61	S47°51'04"E
C12	66°17'39"	25.00	28.93	16.33	27.34	S63°00'41"E
C13	30°19'13"	120.00	63.50	32.51	62.76	N14°42'15"W
C14	16°20'03"	176.00	50.18	25.26	50.01	S07°42'40"E
C15	22°35'28"	176.00	69.40	35.15	68.95	S27°10'26"E
C16	22°35'29"	176.00	69.40	35.15	68.95	S49°45'55"E
C17	24°44'10"	176.00	75.88	38.58	75.40	S73°29'45"E

LEGEND	
□ P.R.M.	PERMANENT REFERENCE MONUMENT SET (184705) (444 CONCRETE MONUMENT)
■ P.R.M.	PERMANENT REFERENCE MONUMENT FOUND (3815) (444 CONCRETE MONUMENT)
● P.C.P.	PERMANENT CONTROL POINT - NAIL & DISK SET (184705)
○	5/8" ROD AND CAP SET (184705)
N.T.S.	NOT TO SCALE
P.C.	POINT OF CURVE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
P.I.	POINT OF INTERSECTION
R	RADIUS
Δ	DELTA (CENTRAL ANGLE OF CURVE)
L	LENGTH OF ARC
T	TANGENT
CB	CHORD BEARING
CH	CHORD
E & C/L	CENTERLINE
D/L	DRAWING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
D.R.A.	DRAINAGE RESTRICTION AREA
LJ	REFERENCE TO LINE TABLE
C3	REFERENCE TO CURVE TABLE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
RP	RADIUS POINT
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT IDENTIFICATION
ID	IDENTIFICATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°32'38"W (R)	17.21
L2	S86°41'05"W	33.02



PREPARED BY:  
**FARNER BARLEY AND ASSOCIATES, INC.**  
ENGINEERS  
SURVEYORS  
PLANNERS  
LB 4709

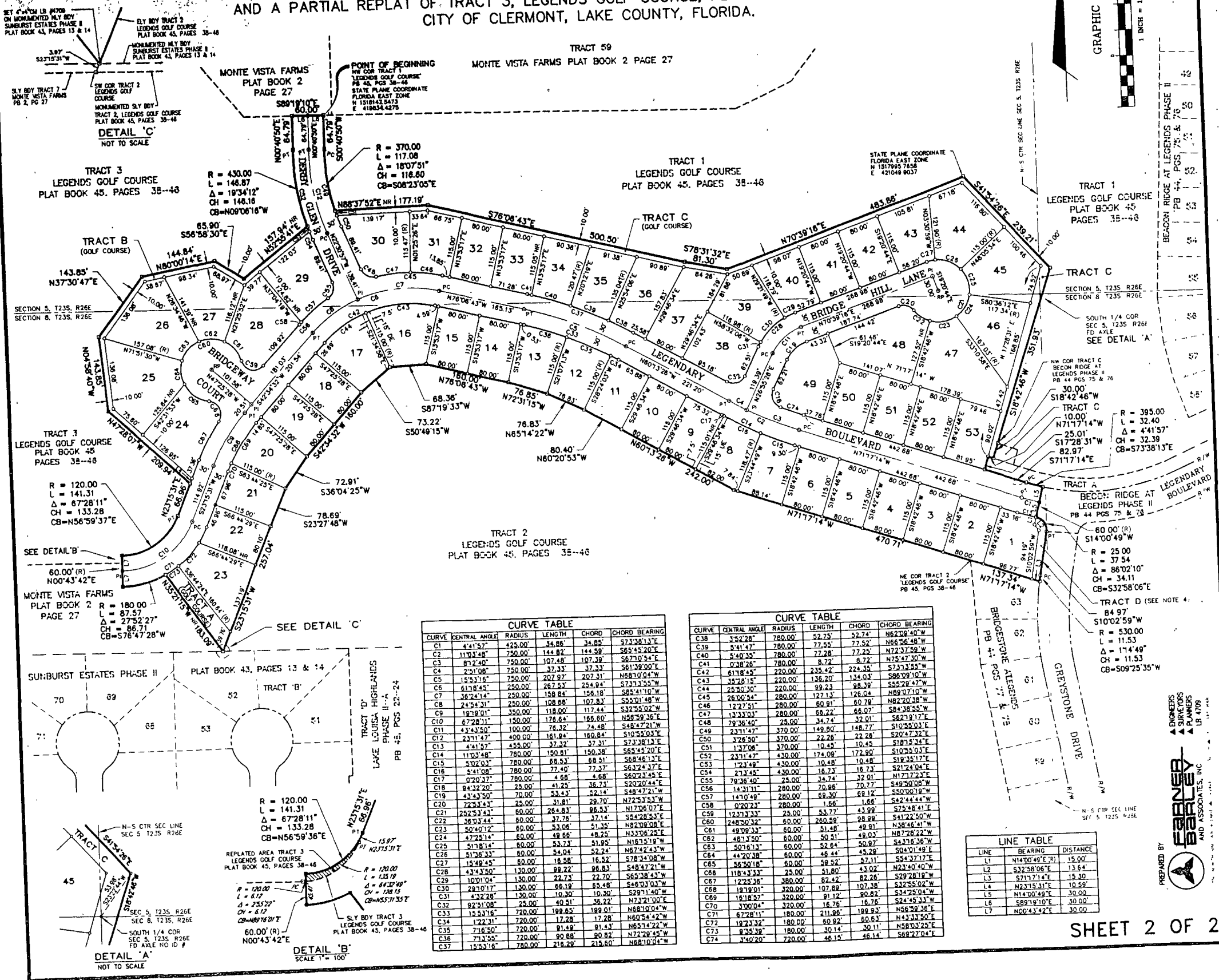
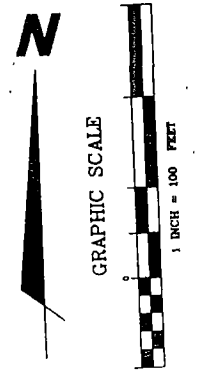
TRACT 6  
LEGENDS GOLF COURSE  
PLAT BOOK 45, PAGES 35-45





# BRIDGESTONE AT LEGENDS PHASE III

A SUBDIVISION IN SECTIONS 5 & 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
 ALSO A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
 AND A PARTIAL REPLAT OF TRACT 3, LEGENDS GOLF COURSE, PLAT BOOK 45, PAGES 38-46  
 CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



**CURVE TABLE**

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	4°11'57"	425.00'	35.86'	36.85'	S73°38'13"E
C2	11°03'48"	750.00'	144.82'	144.82'	S85°42'20"E
C3	8°12'40"	750.00'	107.48'	107.39'	S87°10'54"E
C4	2°51'08"	250.00'	207.97'	207.31'	N68°10'04"W
C5	6°18'45"	250.00'	32.33'	32.33'	S73°13'55"W
C6	6°18'45"	250.00'	267.53'	264.94'	S73°13'55"W
C7	36°24'14"	250.00'	158.84'	156.18'	S82°41'10"W
C8	24°24'31"	250.00'	108.68'	107.83'	S52°01'48"W
C9	18°19'01"	350.00'	118.00'	117.44'	S32°58'02"W
C10	6°28'11"	150.00'	128.64'	128.64'	N58°50'38"E
C11	4°14'50"	100.00'	76.32'	74.48'	S48°42'21"W
C12	2°31'47"	400.00'	161.84'	160.84'	S10°55'03"E
C13	4°14'57"	450.00'	37.32'	37.31'	S72°38'13"E
C14	11°03'48"	750.00'	150.81'	150.38'	S85°42'20"E
C15	5°02'02"	750.00'	68.53'	68.51'	S68°46'13"E
C16	5°41'08"	750.00'	77.40'	77.37'	S62°44'37"E
C17	0°20'37"	750.00'	4.68'	4.68'	S82°44'37"E
C18	84°32'20"	25.00'	53.43'	52.14'	S48°42'21"W
C19	4°43'50"	20.00'	31.81'	29.70'	N72°53'53"W
C20	72°53'47"	130.00'	41.25'	38.73'	S00°20'44"E
C21	28°53'44"	50.00'	28.83'	26.53'	N17°06'07"E
C22	48°53'44"	50.00'	37.78'	32.74'	S4°28'52"E
C23	50°40'12"	50.00'	53.06'	51.35'	N82°08'08"E
C24	47°24'14"	50.00'	48.86'	48.25'	N18°51'18"W
C25	51°18'14"	50.00'	53.72'	51.95'	N67°42'43"W
C26	51°36'33"	50.00'	34.04'	32.24'	S78°34'08"W
C27	18°49'45"	50.00'	89.22'	86.83'	S48°42'21"W
C28	4°43'50"	130.00'	99.22'	92.70'	N73°21'00"E
C29	10°01'04"	130.00'	10.30'	10.30'	S99°11'40"W
C30	28°10'17"	130.00'	66.19'	65.46'	S48°42'21"W
C31	4°32'28"	130.00'	10.30'	10.30'	S99°11'40"W
C32	82°31'08"	25.00'	40.51'	38.72'	N73°21'00"E
C33	15°53'16"	720.00'	199.85'	199.01'	N68°10'04"W
C34	172°31'	720.00'	17.48'	17.28'	N60°54'42"W
C35	7°16'50"	720.00'	91.49'	91.43'	N65°14'22"W
C36	7°13'55"	720.00'	90.88'	90.82'	N72°28'45"W
C37	15°53'16"	750.00'	215.28'	215.60'	N68°10'04"W

**CURVE TABLE**

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C38	152°28'	780.00'	52.75'	52.74'	N62°08'40"W
C39	5°41'47"	780.00'	72.55'	72.52'	N66°36'48"W
C40	5°40'35"	780.00'	72.28'	72.22'	N74°21'58"W
C41	0°38'26"	780.00'	8.72'	8.72'	N74°21'58"W
C42	61°18'45"	220.00'	235.42'	134.03'	S88°09'10"W
C43	35°28'15"	220.00'	136.20'	98.39'	S55°29'47"W
C44	28°50'44"	280.00'	127.13'	126.04'	N89°07'10"W
C45	12°27'51"	280.00'	60.91'	60.79'	N82°20'38"W
C46	13°33'03"	280.00'	68.22'	68.07'	S84°38'55"W
C47	78°36'40"	25.00'	34.74'	32.01'	S82°19'17"E
C48	23°11'47"	370.00'	149.80'	148.77'	S20°47'32"E
C49	3°28'50"	370.00'	22.28'	22.24'	S18°51'24"E
C50	1°37'08"	370.00'	10.45'	10.45'	S10°55'03"E
C51	23°11'47"	430.00'	174.09'	172.80'	S19°32'17"E
C52	1°37'08"	430.00'	10.45'	10.45'	S19°32'17"E
C53	23°11'47"	430.00'	16.73'	16.73'	S21°24'04"E
C54	78°36'40"	25.00'	34.74'	32.01'	N17°22'23"E
C55	14°31'11"	280.00'	70.88'	70.72'	S49°50'08"W
C56	14°31'11"	280.00'	70.88'	70.72'	S50°09'19"W
C57	14°01'49"	280.00'	89.30'	88.30'	S42°44'44"W
C58	0°20'37"	280.00'	1.66'	1.66'	S75°48'41"E
C59	12°21'32"	280.00'	53.77'	43.99'	S75°48'41"E
C60	24°50'32"	50.00'	260.58'	98.99'	S41°22'50"W
C61	49°00'33"	50.00'	51.48'	49.01'	N38°46'41"W
C62	48°13'50"	50.00'	50.51'	49.03'	S48°16'22"W
C63	50°16'13"	50.00'	52.64'	50.87'	S48°16'22"W
C64	44°20'38"	50.00'	48.44'	47.11'	S54°37'17"E
C65	56°50'18"	50.00'	59.52'	43.02'	N24°40'40"W
C66	118°43'33"	25.00'	51.82'	82.28'	S28°28'19"W
C67	12°21'32"	380.00'	82.42'	82.28'	S32°55'02"E
C68	18°19'01"	320.00'	107.89'	107.38'	S34°25'04"W
C69	18°18'57"	320.00'	91.12'	90.82'	S48°16'22"W
C70	3°00'04"	320.00'	16.76'	16.76'	S24°45'34"E
C71	67°28'11"	180.00'	211.86'	199.91'	N43°33'50"E
C72	18°23'32"	180.00'	60.92'	60.61'	N58°03'25"E
C73	0°35'39"	180.00'	30.14'	30.11'	S89°27'04"E
C74	3°40'20"	720.00'	46.15'	46.14'	S89°27'04"E

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N14°00'49"E (R)	15.00'
L2	S32°58'06"E	13.64'
L3	S71°17'14"E	15.30'
L4	N23°15'31"E	10.59'
L5	N14°00'49"E	30.00'
L6	S89°19'10"E	30.00'
L7	N00°43'42"E	30.00'

PREPARED BY  
**ESBNEY BARLEY**  
 AND ASSOCIATES, INC.  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 LB 4709

- BridgeStone IV e Legends

2004005152

# BRIDGESTONE AT LEGENDS PHASE IV

SHEET 1 OF 2

PLAT BOOK 51 PAGE 29

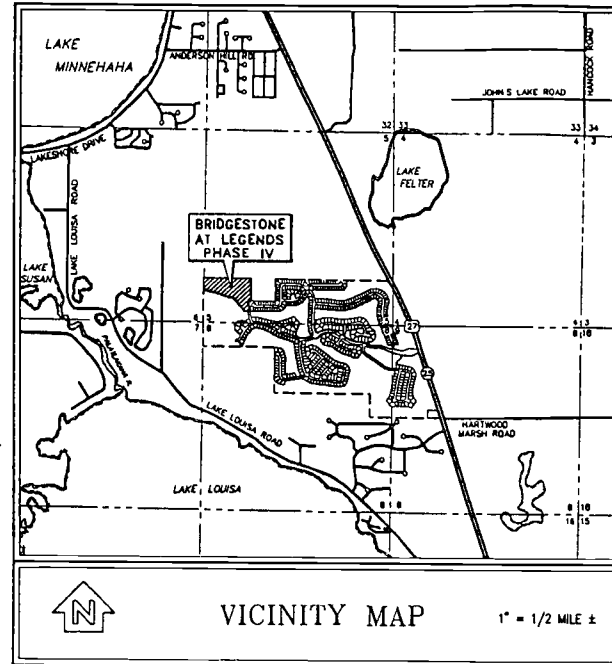
A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DESCRIPTION

THAT PORTION OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA AND BEING A PORTION OF 'MONTE VISTA PARK FARMS' AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 3, 'LEGENDS GOLF COURSE' AS RECORDED IN PLAT BOOK 45, PAGES 38 THROUGH 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°31'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 5 FOR 341.24 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE SOUTH 89°19'50" EAST ALONG SAID NORTH LINE FOR 1,338.93 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 00°26'32" WEST ALONG SAID WEST LINE (BEING COMMON WITH THE WEST BOUNDARY OF TRACT 54, OF AFORESAID 'MONTE VISTA PARK FARMS') FOR 663.12 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE SOUTH 51°05'33" WEST FOR 135.78 FEET; THENCE SOUTH 38°54'27" EAST FOR 94.17 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 38°35'17"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 89.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°40'50" WEST FOR 58.06 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF AFORESAID 'LEGENDS GOLF COURSE'; THENCE NORTH 89°19'10" WEST FOR 60.00 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT 3, 'LEGENDS GOLF COURSE'; THENCE ALONG THE NORTHERLY BOUNDARY OF TRACT 3 THE FOLLOWING COURSES: CONTINUE NORTH 89°19'10" WEST FOR 83.36 FEET; THENCE NORTH 38°54'27" WEST FOR 358.12 FEET; THENCE NORTH 38°07'52" WEST FOR 63.87 FEET; THENCE NORTH 53°56'00" WEST FOR 60.50 FEET; THENCE NORTH 71°26'34" WEST FOR 63.71 FEET; THENCE NORTH 72°21'07" WEST FOR 829.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.302 ACRES, MORE OR LESS.



### GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 AS BEING N00°31'00"E, AN ASSUMED MERIDIAN
- THE STORM WATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS EXCEPT AS NOTED.
- ALL PLATTED AND/OR NOTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES, EXCEPT THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IF ANY
- TRACTS "A" & "B" ARE DESIGNATED FOR DRAINAGE, UTILITIES AND LANDSCAPE AND FURTHER USES MAY BE DESIGNATED BY THE OWNER(S) OF TRACTS "A" & "B", THEIR SUCCESSORS AND ASSIGNS
- STATE PLANE COORDINATES ARE BASED ON LAKE COUNTY GPS CONTROL POINTS LK72 AND LK172 (SCALE FACTOR 1.0000052)
- THERE IS A 10.00 FOOT UTILITY EASEMENT COINCIDENT WITH AND ABUTTING ALL RIGHT OF WAY LINES

PREPARED BY:



▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (352) 343-8481

### NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

*Michael R. Burnette*  
Professional Surveyor and Mapper PS# 5751 Date: 10/17/03

DEDICATION - BRIDGESTONE AT LEGENDS PHASE IV

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

- TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION:  
Tract "A";
- TO THE BRIDGESTONE AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION:  
Tract "B";  
All roads shown hereon are subject to the following: perpetual right of ingress and egress by the residents of Legends their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel, said roads are also subject to utility easements as further stated below.
- TO THE CITY OF CLERMONT:  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES:  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL:  
A perpetual right of ingress and egress over and across roadways shown.

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on September 9 2003.  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES:  
1.) *Kathy A. Whaley*  
print name  
2.) *Bonnie K. Lynch*  
print name

OWNER(S):  
Lennar Homes, Inc., a Florida Corporation.  
*E. Bruce Lawson*  
E. Bruce Lawson Vice-President

STATE of Florida COUNTY of Lake  
The foregoing Dedication was acknowledged before me this 9th day of September 2003, by E. Bruce Lawson as Vice President of Lennar Homes, Inc.  
He (is personally known to me) or (has produced as identification this (and) (did not) take an oath.  
Signature of Acknowledger: *Stacey B. Dotson*  
Printed name of Acknowledger: Stacey B. Dotson  
My commission Expires: June 25, 2005 (SEAL OR STAMP)

CERTIFICATE OF APPROVAL

COUNTY ENGINEER Signature \_\_\_\_\_ Date \_\_\_\_\_

COUNTY ATTORNEY Signature \_\_\_\_\_ Date \_\_\_\_\_

DIRECTOR OF PLANNING AND DEVELOPMENT Signature \_\_\_\_\_ Date \_\_\_\_\_

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 28th day of October, 2003, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 365 days from the date of approval by said City of Clermont, Florida.

Attest: City of Clermont  
*Michael R. Burnette* City Clerk  
*Stacey B. Dotson* Mayor

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, duly licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes.

FARNER BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS SURVEYORS  
350 NORTH SINCLAIR AVE. - TAVARES, FL 32778  
*Michael R. Burnette* SEP 17 2003  
MICHAEL R. BURNETTE  
Florida Registration No. 3669

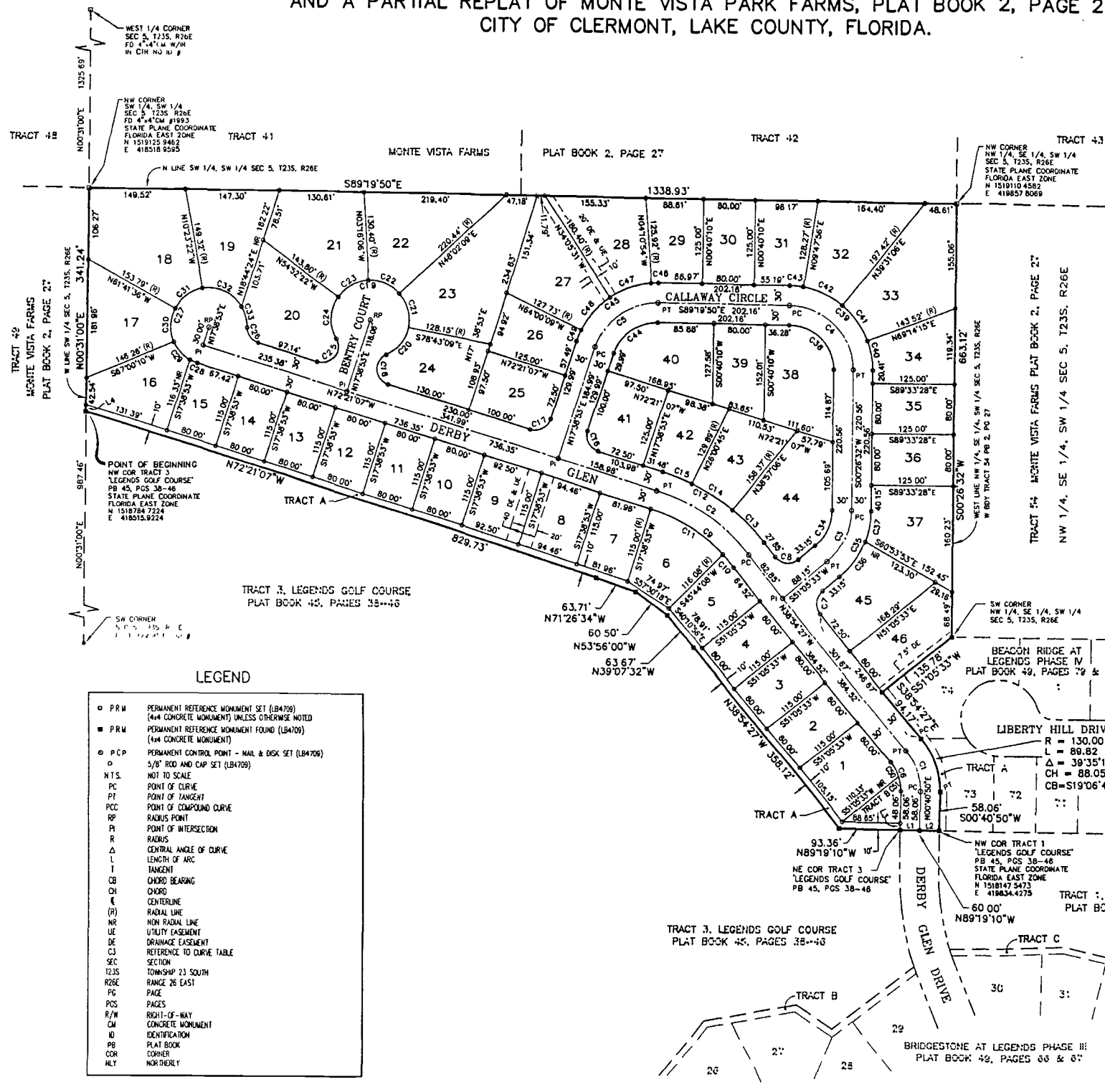
CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on September 13, 2004 at 3:11 p.m. File No. 2004005152

*Brenda M. Kelly* OC  
Clerk of the Circuit Court  
in and for Lake County, Florida

# BRIDGESTONE AT LEGENDS PHASE IV

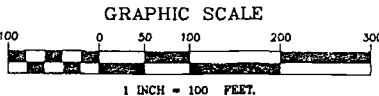
A SUBDIVISION IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	39°15'17"	100.00'	69.02'	67.73'	N18°06'49"W
C2	33°26'40"	300.00'	175.11'	172.64'	N55°37'47"W
C3	50°39'01"	100.00'	88.40'	85.55'	N25°46'02"E
C4	89°46'22"	100.00'	156.68'	141.14'	N44°26'39"W
C5	73°01'17"	100.00'	127.45'	118.89'	S54°09'32"W
C6	39°35'17"	70.00'	48.37'	47.41'	N18°06'49"W
C7	90°00'00"	25.00'	39.27'	35.36'	S08°05'33"W
C8	80°00'00"	25.00'	39.27'	35.36'	S83°34'27"E
C9	33°26'40"	270.00'	157.60'	155.88'	S53°37'47"W
C10	89°46'22"	270.00'	265.24'	255.23'	N41°35'09"W
C11	28°05'15"	270.00'	132.36'	131.04'	N58°18'29"W
C12	33°26'40"	330.00'	192.63'	189.80'	N52°47'47"W
C13	12°08'27"	330.00'	69.83'	69.78'	N44°28'40"W
C14	12°08'27"	330.00'	74.52'	74.37'	N57°31'04"W
C15	80°00'00"	25.00'	39.27'	35.36'	S27°21'07"E
C16	80°00'00"	25.00'	39.27'	35.36'	N62°38'53"E
C17	137°53'37"	25.00'	60.17'	46.68'	S03°24'18"E
C18	275°47'15"	60.00'	288.80'	80.46'	N72°21'07"W
C19	54°15'39"	60.00'	56.82'	54.72'	N48°24'41"E
C20	53°14'42"	60.00'	55.78'	53.77'	N15°20'30"W
C21	51°18'15"	60.00'	53.23'	51.85'	N87°36'58"W
C22	51°36'15"	60.00'	54.04'	52.33'	S60°55'44"W
C23	85°22'23"	60.00'	68.48'	64.81'	S02°28'27"W
C24	137°53'38"	25.00'	60.17'	46.68'	N38°42'04"E
C25	72°53'43"	25.00'	31.81'	29.70'	S35°54'15"E
C26	252°33'43"	60.00'	264.83'	95.53'	S54°05'45"W
C27	12°05'57"	60.00'	12.67'	12.65'	S86°18'09"E
C28	37°15'20"	60.00'	39.01'	38.33'	S41°37'30"E
C29	51°18'14"	60.00'	53.73'	51.85'	S02°39'17"W
C30	51°18'14"	60.00'	53.73'	51.85'	S53°27'31"W
C31	68°35'52"	60.00'	71.84'	67.62'	N66°05'26"W
C32	32°20'06"	60.00'	33.86'	33.41'	N15°37'27"W
C33	50°39'01"	70.00'	81.88'	59.89'	N25°46'02"E
C34	50°39'01"	130.00'	114.92'	111.22'	N25°46'02"E
C35	29°28'37"	130.00'	66.88'	66.15'	N36°21'15"E
C36	21°10'24"	130.00'	48.04'	47.77'	N11°01'44"E
C37	89°46'22"	70.00'	109.68'	98.80'	N44°26'39"W
C38	89°46'22"	130.00'	203.69'	183.48'	N44°26'39"W
C39	211°21'17"	130.00'	48.11'	47.84'	N10°09'37"W
C40	29°43'09"	130.00'	67.43'	66.68'	N35°37'20"W
C41	29°43'10"	130.00'	67.43'	66.68'	N85°20'29"W
C42	90°7'46"	130.00'	20.71'	20.69'	N84°45'57"W
C43	73°01'17"	70.00'	89.71'	83.30'	S54°09'32"W
C44	73°01'17"	130.00'	165.68'	154.69'	S54°09'32"W
C45	4°51'04"	130.00'	11.01'	11.00'	S88°14'38"W
C46	29°54'37"	130.00'	67.86'	67.10'	S70°51'47"W
C47	29°54'38"	130.00'	67.86'	67.10'	S40°57'10"W
C48	8°20'58"	130.00'	18.94'	18.93'	S21°49'22"W
C49	21°10'23"	70.00'	25.73'	25.58'	N28°22'46"W
C50	18°31'54"	70.00'	22.84'	22.54'	N08°35'07"W

LINE	BEARING	DISTANCE
L1	S89°19'10"E	30.00'
L2	S89°19'10"E	30.00'
L3	N00°40'30"E	10.00'
L4	N00°31'00"E	10.47'

- LEGEND**
- PRM PERMANENT REFERENCE MONUMENT SET (LB4705) (4x4 CONCRETE MONUMENT) UNLESS OTHERWISE NOTED
  - PRM PERMANENT REFERENCE MONUMENT FOUND (LB4705) (4x4 CONCRETE MONUMENT)
  - PCP PERMANENT CONTROL POINT - NAIL & DISK SET (LB4706)
  - NOT TO SCALE
  - PC POINT OF CURVE
  - PT POINT OF TANGENT
  - PCC POINT OF COMPOUND CURVE
  - RP RADIUS POINT
  - RI POINT OF INTERSECTION
  - R RADIUS
  - Δ CENTRAL ANGLE OF CURVE
  - L LENGTH OF ARC
  - T TANGENT
  - CB CHORD BEARING
  - CH CHORD
  - ℄ CENTERLINE
  - NR NON RADIAL LINE
  - UE UTILITY EASEMENT
  - DE DRAINAGE EASEMENT
  - CJ REFERENCE TO CURVE TABLE
  - SEC SECTION
  - T23S TOWNSHIP 23 SOUTH
  - R26E RANGE 26 EAST
  - PG PAGE
  - POS PAGES
  - R/W RIGHT-OF-WAY
  - CM CONCRETE MONUMENT
  - ID IDENTIFICATION
  - PB PLAT BOOK
  - COR CORNER
  - NLY NORTHERLY

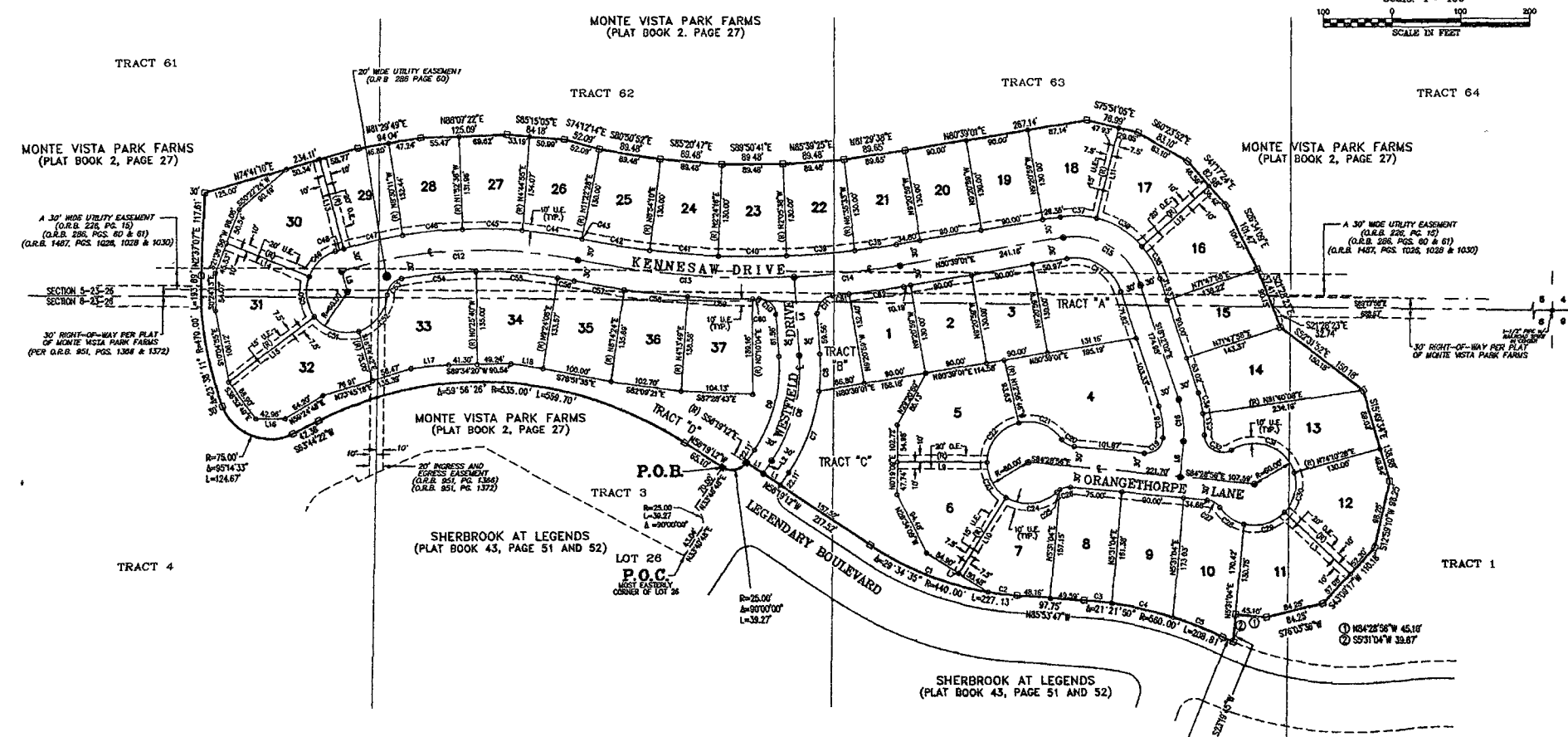
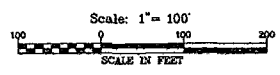
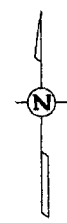


PREPARED BY:  
**FARNER BARLEY AND ASSOCIATES, INC.**  
 ▲ ENGINEERS  
 ▲ SURVEYORS  
 ▲ PLANNERS  
 LB 4709  
 350 NORTH SINCLAIR AVENUE ■ TAVARES, FL 32778 ■ (352) 343-8481



# CARRINGTON AT LEGENDS

A SUBDIVISION IN SECTIONS 5 AND 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA



**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	241.03°	440.00'	106.79'	83.78'	183.43'	S88°21'09"E
C2	53°04'49"	450.00'	112.84'	87.19'	183.05'	S83°05'23"E
C3	43°08'51"	550.00'	136.44'	105.23'	220.43'	N81°48'40"W
C4	81°14'51"	550.00'	136.44'	105.23'	220.43'	N77°06'41"W
C5	71°52'58"	550.00'	136.44'	105.23'	220.43'	N68°29'54"W
C6	27°12'02"	250.00'	62.69'	48.44'	102.83'	N10°02'17"E
C7	28°10'51"	280.00'	70.76'	54.84'	117.83'	N20°30'23"E
C8	10°28'17"	280.00'	70.76'	54.84'	117.83'	N1°31'30"E
C9	37°17'02"	250.00'	62.69'	48.44'	102.83'	N15°02'17"E
C10	86°17'53"	250.00'	62.69'	48.44'	102.83'	N46°25'11"W
C11	88°42'55"	250.00'	62.69'	48.44'	102.83'	N40°45'15"W
C12	27°38'04"	725.00'	181.88'	138.31'	348.30'	S87°34'20"W
C13	13°43'30"	1350.00'	316.57'	159.57'	514.80'	S85°33'43"E
C14	6°07'52"	1300.00'	315.92'	158.90'	514.90'	N84°03'56"E
C15	81°08'57"	1000.00'	241.63'	130.00'	458.49'	N58°49'31"W
C16	23°43'08"	150.00'	37.02'	28.15'	61.85'	N82°00'30"W
C17	81°25'57"	75.00'	18.51'	14.04'	31.06'	N58°42'31"W
C18	22°28'54"	120.00'	29.07'	22.84'	46.77'	N67°48'48"W
C19	81°14'39"	25.00'	6.21'	4.85'	9.57'	N49°53'47"E
C20	49°40'47"	25.00'	6.21'	4.85'	9.57'	S58°38'33"E
C21	83°08'07"	50.00'	12.42'	9.70'	19.14'	N68°52'27"W
C22	75°44'05"	50.00'	12.42'	9.70'	19.14'	S38°41'12"W
C23	57°59'18"	50.00'	12.42'	9.70'	19.14'	S28°40'50"E
C24	76°29'24"	50.00'	12.42'	9.70'	19.14'	N44°10'13"E
C25	12°48'39"	25.00'	6.21'	4.85'	9.57'	S27°14'34"W
C26	36°24'12"	25.00'	6.21'	4.85'	9.57'	S77°04'58"W
C27	49°40'47"	25.00'	6.21'	4.85'	9.57'	S58°38'33"E
C28	40°15'02"	50.00'	12.42'	9.70'	19.14'	S55°30'42"E
C29	61°27'29"	50.00'	12.42'	9.70'	19.14'	N73°52'02"E
C30	58°28'51"	50.00'	12.42'	9.70'	19.14'	N1°32'31"E

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C31	107°15'37"	50.00'	12.42'	9.70'	19.14'	N92°27'29"W
C32	12°48'39"	25.00'	6.21'	4.85'	9.57'	S27°14'34"W
C33	10°04'47"	180.00'	45.16'	34.86'	73.82'	N31°13'33"W
C34	9°52'11"	180.00'	45.16'	34.86'	73.82'	N12°12'57"W
C35	23°05'22"	130.00'	32.50'	24.39'	52.03'	N20°44'43"W
C36	34°33'41"	130.00'	32.50'	24.39'	52.03'	N58°24'19"W
C37	23°29'34"	130.00'	32.50'	24.39'	52.03'	N87°36'09"W
C38	2°45'27"	1270.00'	31.12'	23.57'	61.12'	N82°04'44"E
C39	4°29'54"	1270.00'	31.12'	23.57'	61.12'	N85°02'22"E
C40	4°29'54"	1270.00'	31.12'	23.57'	61.12'	N89°50'41"E
C41	4°29'54"	1270.00'	31.12'	23.57'	61.12'	S85°20'47"E
C42	4°29'54"	1270.00'	31.12'	23.57'	61.12'	S90°14'44"E
C43	0°00'55"	755.00'	0.20'	0.10'	0.20'	N78°37'08"W
C44	6°17'33"	755.00'	0.20'	0.10'	0.20'	N81°58'19"W
C45	6°17'33"	755.00'	0.20'	0.10'	0.20'	N88°23'56"W
C46	6°17'33"	755.00'	0.20'	0.10'	0.20'	S84°48'55"W
C47	6°48'32"	755.00'	0.20'	0.10'	0.20'	S70°02'30"W
C48	0°58'52"	755.00'	0.20'	0.10'	0.20'	S74°17'14"W
C49	32°08'22"	50.00'	12.42'	9.70'	19.14'	S47°41'07"W
C50	36°29'45"	50.00'	12.42'	9.70'	19.14'	S47°19'46"E
C51	89°21'53"	50.00'	12.42'	9.70'	19.14'	S71°53'45"E
C52	89°20'50"	50.00'	12.42'	9.70'	19.14'	N38°29'53"E
C53	76°20'21"	25.00'	6.21'	4.85'	9.57'	S47°41'07"W
C54	8°29'51"	895.00'	109.07'	84.63'	208.99'	S25°04'33"W
C55	9°49'48"	895.00'	109.07'	84.63'	208.99'	N85°30'48"W
C56	1°59'15"	895.00'	109.07'	84.63'	208.99'	N78°38'19"W
C57	3°28'48"	1330.00'	33.31'	25.66'	73.10'	S90°10'07"E
C58	4°30'35"	1330.00'	33.31'	25.66'	73.10'	S85°45'52"E
C59	4°33'45"	1330.00'	33.31'	25.66'	73.10'	S87°48'04"E
C60	0°24'11"	1330.00'	33.31'	25.66'	73.10'	N82°37'26"E
C61	1°01'15"	1330.00'	33.31'	25.66'	73.10'	N84°36'02"E
C62	3°28'25"	1330.00'	33.31'	25.66'	73.10'	N84°22'12"E

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S86°30'12"E	35.00'
L2	N33°40'48"E	22.11'
L3	N44°55'43"W	130.00'
L4	S13°30'14"E	114.49'
L5	N14°14'07"W	53.00'
L6	N53°10'24"E	62.84'
L7	N57°40'09"W	103.35'
L8	N87°40'51"W	130.00'
L9	S32°15'31"W	130.00'
L10	S32°15'31"W	130.00'
L11	N14°08'55"E	132.67'
L12	N48°42'30"E	130.00'
L13	N15°18'50"W	131.73'
L14	N68°23'04"W	130.00'
L15	S53°07'11"W	158.10'
L16	N89°11'03"E	42.96'
L17	N84°18'41"E	65.83'
L18	S52°10'22"E	47.11'

**LEGEND**

- INDICATES 4" x 4" x 8" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET 1/4" DIA.
- INDICATES 4" x 4" CONCRETE PERMANENT FOUND REFERENCE MONUMENT (P.R.M.) SET 1/4" DIA. OR 1/2" DIA.
- INDICATES P.I. AND END PERMANENT CONTROL POINT (C.P.) OR 1/4" DIA. 1/4" DIA. TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- LOT NUMBER - SEE NOTE #4 ON COVER SHEET
- INDICATES CURVE NUMBER IN CURVE TABLE
- INDICATES LINE NUMBER IN LINE TABLE
- INDICATES BEARING EASEMENT
- INDICATES EASEL (CENTRAL ANGLE OF CURVE)
- INDICATES END POINT
- INDICATES CHORD BEARING
- INDICATES BACKSIGHT
- INDICATES POINT OF CURVE/VELOCITY
- INDICATES POINT OF TANGENCY
- INDICATES POINT OF BEGINNING CURVE
- INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- INDICATES RADIAL LINE
- INDICATES BEARING EASEMENT
- INDICATES END OF CURVE
- INDICATES BEGINNING OF CURVE
- INDICATES BEARING OF REVERSE CURVE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- INDICATES CURVE/VELOCITY
- INDICATES RECORD BOOK
- PAGE NUMBER

PREPARED BY:  
**GENS AND ASSOCIATES, INC.**  
 18418  
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# DEARCROFT AT LEGENDS

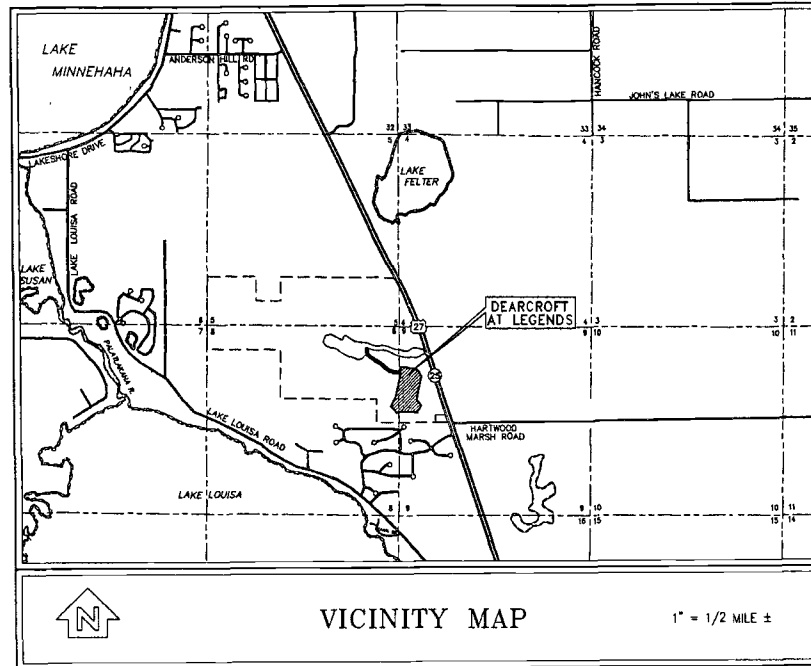
A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET; THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE; THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 278.00 FEET; THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°18'09" TO THE END OF SAID CURVE; THENCE N77°59'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE; THENCE N64°48'08"W 169.93 FEET TO THE BEGINNING OF A CURVE CONCAVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40" TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET TO THE POINT OF BEGINNING; THENCE S19°50'50"W 15.92 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145.00 FEET; THENCE RUN SOUTHEASTERLY 190.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°08'12" TO THE END OF SAID CURVE; THENCE S55°15'22"E 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1025.00 FEET; THENCE RUN SOUTHEASTERLY 149.25 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE S46°54'47"E 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTERLY 347.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE RUN EASTERLY 60.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 6°28'08"; THENCE ALONG A NON-TANGENT LINE RUN N04°47'56"E 116.13 FEET; THENCE S86°42'35"E 93.76 FEET; THENCE S76°55'18"E 322.44 FEET; THENCE S53°35'43"E 123.35 FEET; THENCE S21°34'07"E 149.73 FEET; THENCE S13°04'42"W 251.79 FEET; THENCE S13°01'59"W 87.37 FEET; THENCE S11°21'38"W 78.93 FEET; THENCE S8°54'57"W 78.93 FEET; THENCE S6°28'16"W 78.93 FEET; THENCE S19°33'52"E 135.93 FEET; THENCE S35°09'04"E 116.23 FEET; THENCE S32°01'47"W 232.45 FEET; THENCE N80°47'22"W 187.61 FEET; THENCE N88°01'28"W 112.48 FEET; THENCE N90°00'00"W 80.00 FEET; THENCE N88°24'26"W 78.16 FEET; THENCE S76°21'51"W 116.34 FEET; THENCE N38°58'32"W 232.45 FEET; THENCE N28°12'19"E 169.08 FEET; THENCE N18°58'56"E 81.87 FEET; THENCE N8°36'49"E 170.00 FEET; THENCE N8°59'32"E 86.50 FEET; THENCE N10°52'13"E 87.78 FEET; THENCE N12°43'43"E 86.42 FEET; THENCE N13°04'42"E 261.73 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET TO WHICH A RADIAL LINE BEARS N04°49'21"W; THENCE RUN WESTERLY 15.46 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 1°51'56" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE RUN NORTHWESTERLY 399.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°46'29" TO THE END OF SAID CURVE; THENCE N45°47'47"W 32.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE RUN NORTHWESTERLY 140.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 8°20'35" TO THE END OF SAID CURVE; THENCE N55°15'22"W 375.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN NORTHWESTERLY AND NORTHEASTERLY 268.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°06'12" TO THE END OF SAID CURVE; THENCE N19°50'50"E 15.63 FEET; THENCE S70°25'55"E 60.00 FEET TO THE POINT OF BEGINNING.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



### GENERAL NOTES

- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST-WEST MID-SECTION LINE OF SECTION 9-23-26 BEING S89°42'05"E
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE DEARCROFT AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R) ALL OTHER LINES ARE NON-RADIAL (N-R)
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS

PREPARED BY:



ENGINEERS  
SURVEYORS  
PLANNERS  
LB 4709

350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (352) 343-8441

SHEET 1 OF 2

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter, provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

*John W. Sprung* Dated 3/31/00  
Professional Surveyor and Mapper

PLAT BOOK 43 PAGE 54

DEDICATION - "DEARCROFT AT LEGENDS"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner, in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

- TO THE DEARCROFT AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION:  
All roads\* shown hereon (except Legendary Boulevard)  
\*Said roads are subject to the following:  
perpetual right of ingress and egress by the residents of Kings Ridge their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel, said roads are also subject to utility easements as further stated below
- TO THE CITY OF CLERMONT  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES:  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL.  
A perpetual right of ingress and egress over and across roadways shown.

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on 3/11/2000

Signed, sealed and delivered in our presence as witnesses:  
WITNESSES  
1. *Scott M. Graubitz* print name  
2. *John A. Ahrens* print name  
OWNER(S)  
Lennor Homes, Inc., a Florida Corporation  
*John A. Ahrens* print name  
Rob Ahrens, Vice President

STATE OF Florida COUNTY OF Lake  
The foregoing Dedication was acknowledged before me this 12 day of March, 2000 by Rob Ahrens  
as Vice President of Lennor Homes, Inc.  
He (is personally known to me) or (has produced as-identification) and (did) (did not) take an oath  
Signature of Acknowledger: *Karen R. Morrison*  
Printed name of Acknowledger: Karen R. Morrison  
Title or Rank: Notary Public  
My commission expires: 2/26/00 (SEAL OR STAMP)  
*Karen R. Morrison*  
MY COMMISSION # 00286011 EXPIRES SEPTEMBER 26, 2000  
KNOWS THE TRUE INTENT AND PURPOSES

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under her supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes

FARNER BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO. 4709  
350 NORTH SINCLAIR AVE - TAVARES, FL 32778

*Kay M. Jameson* Dated MARCH 3, 2000  
Kay M. Jameson  
Florida Registration No 5912

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 11th day of April, 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 90 days from the date of approval by said City of Clermont, Florida

Attest: City of Clermont  
*John A. Ahrens* Mayor

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on APRIL 20, 2000 at 9:53 AM File No 2000032613

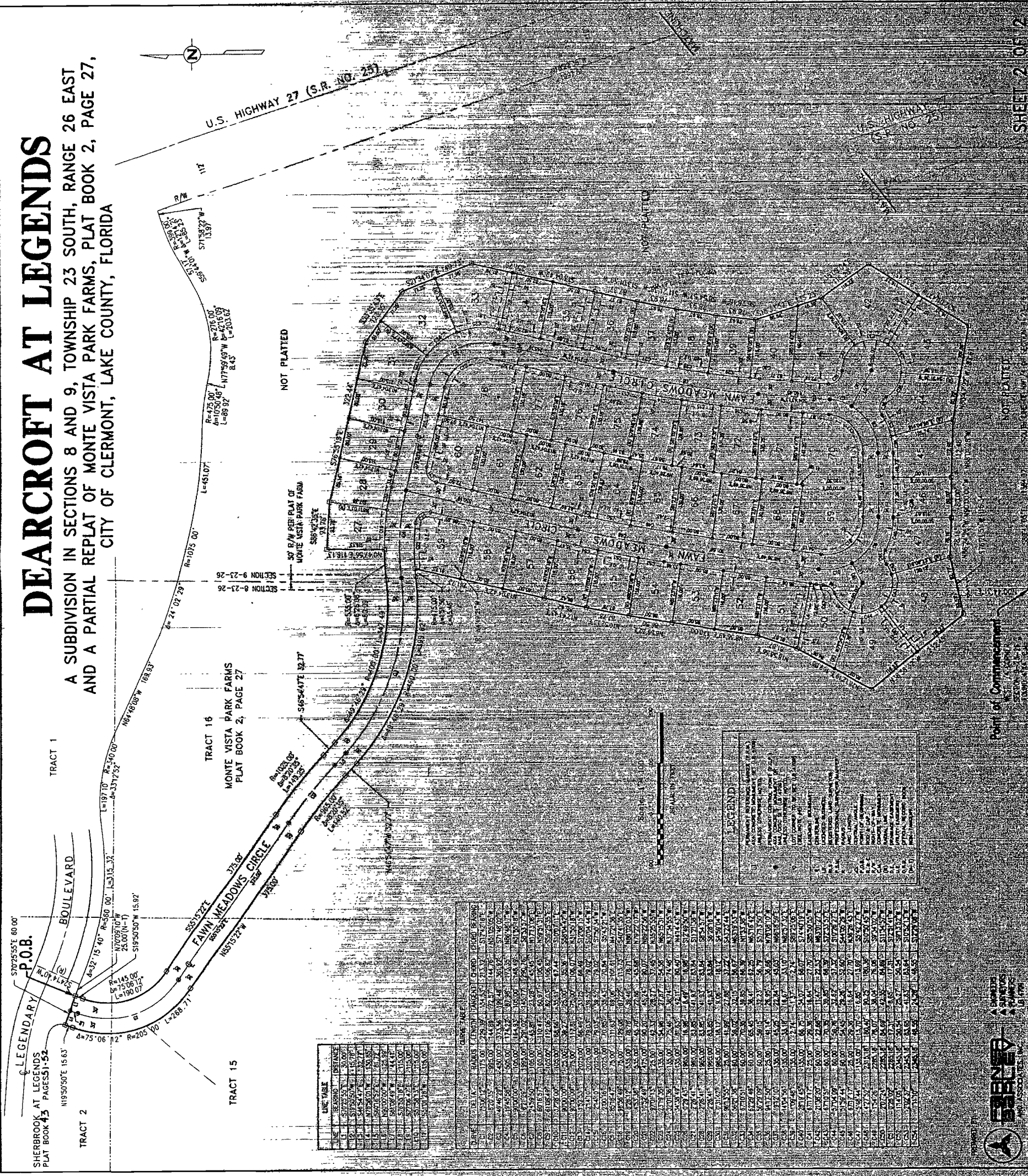
*Barbara Kruidel*  
Clerk of the Circuit Court  
in and for Lake County, Florida



APR 20, 2000 9:53AM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY, FLORIDA

# DEARCROFT AT LEGENDS

A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA



SHERBROOK AT LEGENDS  
PLAT BOOK 43 PAGES 51-52

TRACT 2  
119°30'30"E 156.63'

TRACT 1  
STATION 55'E 80.00'

BOULEVARD  
M.O.P.  
17°00'00" W  
25.00' (R=17)

TRACT 16  
MONTE VISTA PARK FARMS  
PLAT BOOK 2, PAGE 27

TRACT 15

TRACT 16  
MONTE VISTA PARK FARMS  
PLAT BOOK 2, PAGE 27

TRACT 15  
FAWN MEADOWS CIRCLE  
R=1023.00'  
L=337.32'

TRACT 15  
FAWN MEADOWS CIRCLE  
R=1023.00'  
L=337.32'

TRACT 15  
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TRACT 15  
FAWN MEADOWS CIRCLE  
R=1023.00'  
L=337.32'

LINE TABLE

LINE	BEARING	DISTANCE
1	S 77°25'51" W	20.00
2	S 77°25'51" W	11.57
3	S 46°54'47" E	132.71
4	N 73°05'12" W	153.93
5	N 73°05'12" W	153.93
6	S 80°04'49" W	44.41
7	S 73°53'12" E	153.00
8	S 73°53'12" E	153.00
9	S 73°53'12" E	153.00
10	S 73°53'12" E	153.00
11	S 73°53'12" E	153.00

CURVE TABLE

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	AREA
1	171.00	20.00	71.33
2	171.00	20.00	71.33
3	171.00	20.00	71.33
4	171.00	20.00	71.33
5	171.00	20.00	71.33
6	171.00	20.00	71.33
7	171.00	20.00	71.33
8	171.00	20.00	71.33
9	171.00	20.00	71.33
10	171.00	20.00	71.33
11	171.00	20.00	71.33
12	171.00	20.00	71.33
13	171.00	20.00	71.33
14	171.00	20.00	71.33
15	171.00	20.00	71.33
16	171.00	20.00	71.33
17	171.00	20.00	71.33
18	171.00	20.00	71.33
19	171.00	20.00	71.33
20	171.00	20.00	71.33
21	171.00	20.00	71.33
22	171.00	20.00	71.33
23	171.00	20.00	71.33
24	171.00	20.00	71.33
25	171.00	20.00	71.33
26	171.00	20.00	71.33
27	171.00	20.00	71.33
28	171.00	20.00	71.33
29	171.00	20.00	71.33
30	171.00	20.00	71.33
31	171.00	20.00	71.33
32	171.00	20.00	71.33
33	171.00	20.00	71.33
34	171.00	20.00	71.33
35	171.00	20.00	71.33
36	171.00	20.00	71.33
37	171.00	20.00	71.33
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40	171.00	20.00	71.33
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42	171.00	20.00	71.33
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45	171.00	20.00	71.33
46	171.00	20.00	71.33
47	171.00	20.00	71.33
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66	171.00	20.00	71.33
67	171.00	20.00	71.33
68	171.00	20.00	71.33
69	171.00	20.00	71.33
70	171.00	20.00	71.33
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78	171.00	20.00	71.33
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81	171.00	20.00	71.33
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86	171.00	20.00	71.33
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89	171.00	20.00	71.33
90	171.00	20.00	71.33
91	171.00	20.00	71.33
92	171.00	20.00	71.33
93	171.00	20.00	71.33
94	171.00	20.00	71.33
95	171.00	20.00	71.33
96	171.00	20.00	71.33
97	171.00	20.00	71.33
98	171.00	20.00	71.33
99	171.00	20.00	71.33
100	171.00	20.00	71.33

LEGEND

1. All lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.

2. The boundaries of the lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.

3. The boundaries of the lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.

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8. The boundaries of the lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.

9. The boundaries of the lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.

10. The boundaries of the lots shown on this plat are subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the provisions of the Florida Planned Community Act, Chapter 720, Florida Statutes.



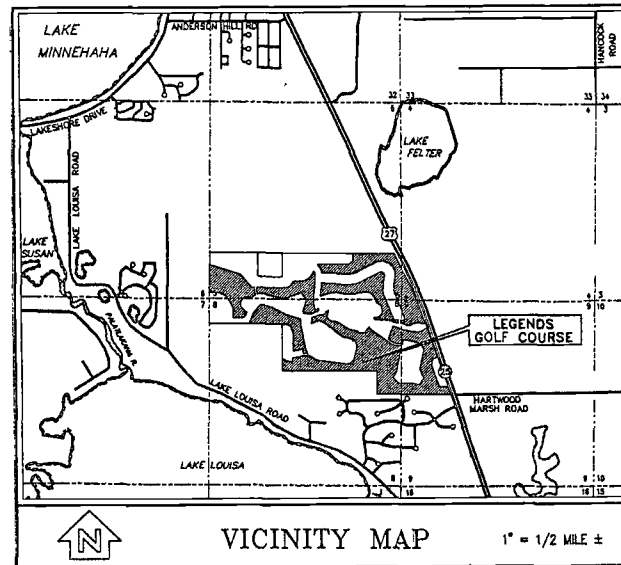
Point of Commencement

2001040279

# LEGENDS GOLF COURSE

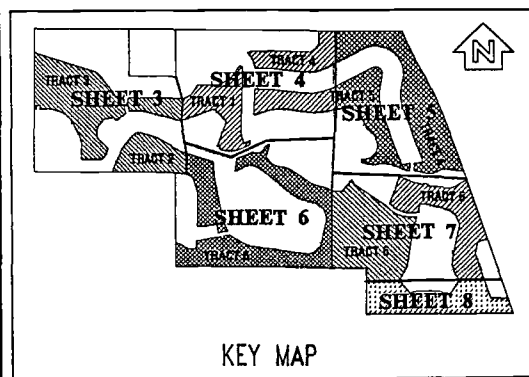
A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

NOTICE:  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF  
THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE  
SUPPORTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM. THERE  
MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT  
MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



### GENERAL NOTES

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE NW/4 OF SECTION 9-23-26 BEING N89°42'05"W.
2. THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.10(2) FLORIDA STATUTES.



PREPARED BY:

**FARNER BARLEY AND ASSOCIATES, INC.**  
 ▲ ENGINEERS  
 ▲ SURVEYORS  
 ▲ PLANNERS  
 LB 4709  
 350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (407) 343-8448

### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes.

FARNER, BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO: 4206  
350 NORTH SINCLAIR AVE. - TAVARES, FL 32778

*William S. Barley* 02/28/02  
William S. Barley Date  
Florida Registration No. 3815

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes, and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 10th day of April 2001, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 365 days from the date of approval by said City of Clermont, Florida.

Attest: *G. F. ...* City of Clermont  
City Clerk Mayor

DEDICATION - "LEGENDS GOLF COURSE"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described herein do hereby grant the utility easements shown hereon.

WITNESSES: *Carol Jean Kempel*  
1.) *Carol Jean Kempel*  
print name  
2.) *Kathy Bain*  
print name  
OWNER:  
LENNAR HOMES, INC.,  
a Florida Corporation  
*Rob Ahrens*  
By Rob Ahrens, Vice President

STATE OF FLORIDA COUNTY OF SEMINOLE  
The foregoing Dedication was acknowledged before me this 20th day of FEBRUARY, 2001, by ROB AHRENS as VICE-PRESIDENT of Lennar Homes, Inc., a Florida Corporation.  
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger *Rob Ahrens*  
Printed name of Acknowledger ROB AHRENS  
Title or Rank ADMINISTRATIVE ASST.  
My commission Expires: 11-26-04 (SEAL OR STAMP)

WITNESSES: *Linda J. Pettis*  
1.) *Linda J. Pettis*  
print name  
2.) *Carol Jean Kempel*  
print name  
OWNER:  
KEENE M. GERBER REVOCABLE TRUST, DATED JANUARY 9, 1998  
*Rex V. McPherson, II*  
Rex V. McPherson, II, Trustee

STATE OF Florida COUNTY OF ORANGE  
The foregoing Dedication was acknowledged before me this 21st day of February, 2001, by Rex V. McPherson as Trustee of Keene M. Gerber Revocable Trust.  
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger *Carol Jean Kempel*  
Printed name of Acknowledger CAROL JEAN KEMPEL  
Title or Rank NOTARY  
My commission Expires: May-24, 2004

WITNESSES: *Linda J. Pettis*  
1.) *Linda J. Pettis*  
print name  
2.) *Carol Jean Kempel*  
print name  
OWNER:  
*Rex V. McPherson, II*  
Rex V. McPherson, II

STATE OF Florida COUNTY OF ORANGE  
The foregoing Dedication was acknowledged before me this 21st day of February, 2001, by Rex V. McPherson  
He (is personally known to me) or (has produced as identification) and (did) (did not) take an oath.  
Signature of Acknowledger *Carol Jean Kempel*  
Printed name of Acknowledger CAROL JEAN KEMPEL  
Title or Rank NOTARY  
My commission Expires: May 24, 2004

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter, provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

*G. B. ...* Date: 02/12/02  
Professional Surveyor and Mapper

### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on MAY 2, 2001 at 9:27 AM File No. 2001040279

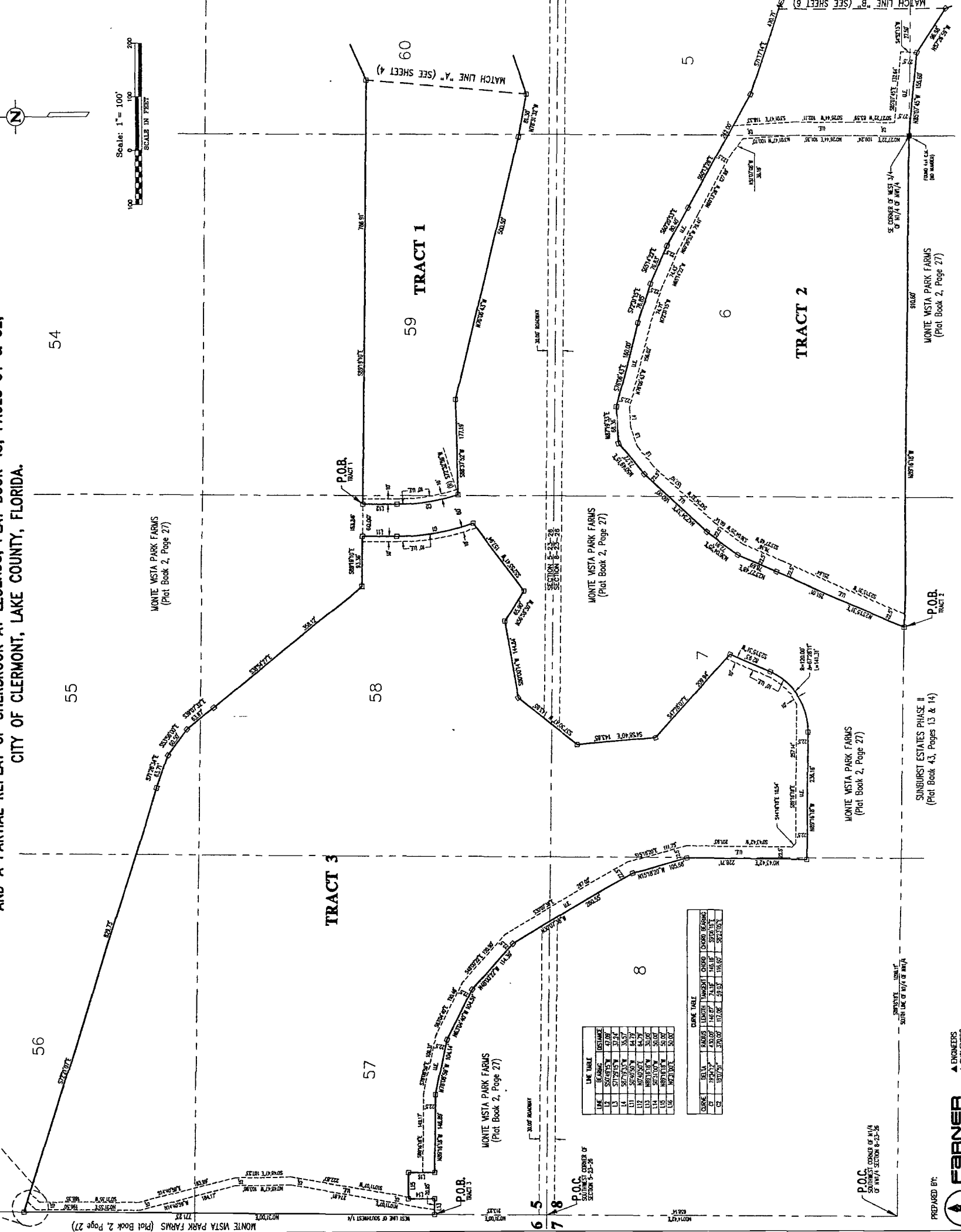
*M. S. ...*  
Clerk of the Circuit Court  
In and for Lake County, Florida





# LEGENDS GOLF COURSE

A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



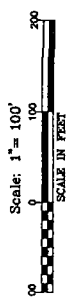
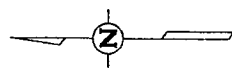
LINE TABLE

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
L1	S24°45'25" W	47.00	S24°45'25" W	47.00
L2	S72°15'15" W	37.24	S72°15'15" W	37.24
L3	S72°15'15" W	35.57	S72°15'15" W	35.57
L4	S24°45'25" W	47.00	S24°45'25" W	47.00
L5	N60°00'00" E	64.79	N60°00'00" E	64.79
L6	N60°00'00" E	30.00	N60°00'00" E	30.00
L7	S24°45'25" W	50.00	S24°45'25" W	50.00
L8	N60°00'00" E	30.00	N60°00'00" E	30.00
L9	N60°00'00" E	30.00	N60°00'00" E	30.00

PREPARED BY:  
**FARNER BARLEY AND ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 LB 4709  
 350 NORTH SHOGAR AVENUE • TAVARES, FL 32778 • (252) 343-8441

# LEGENDS GOLF COURSE

A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
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CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



MONTE VISTA PARK FARMS  
(Plat Book 2, Page 27)

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TRACT 4

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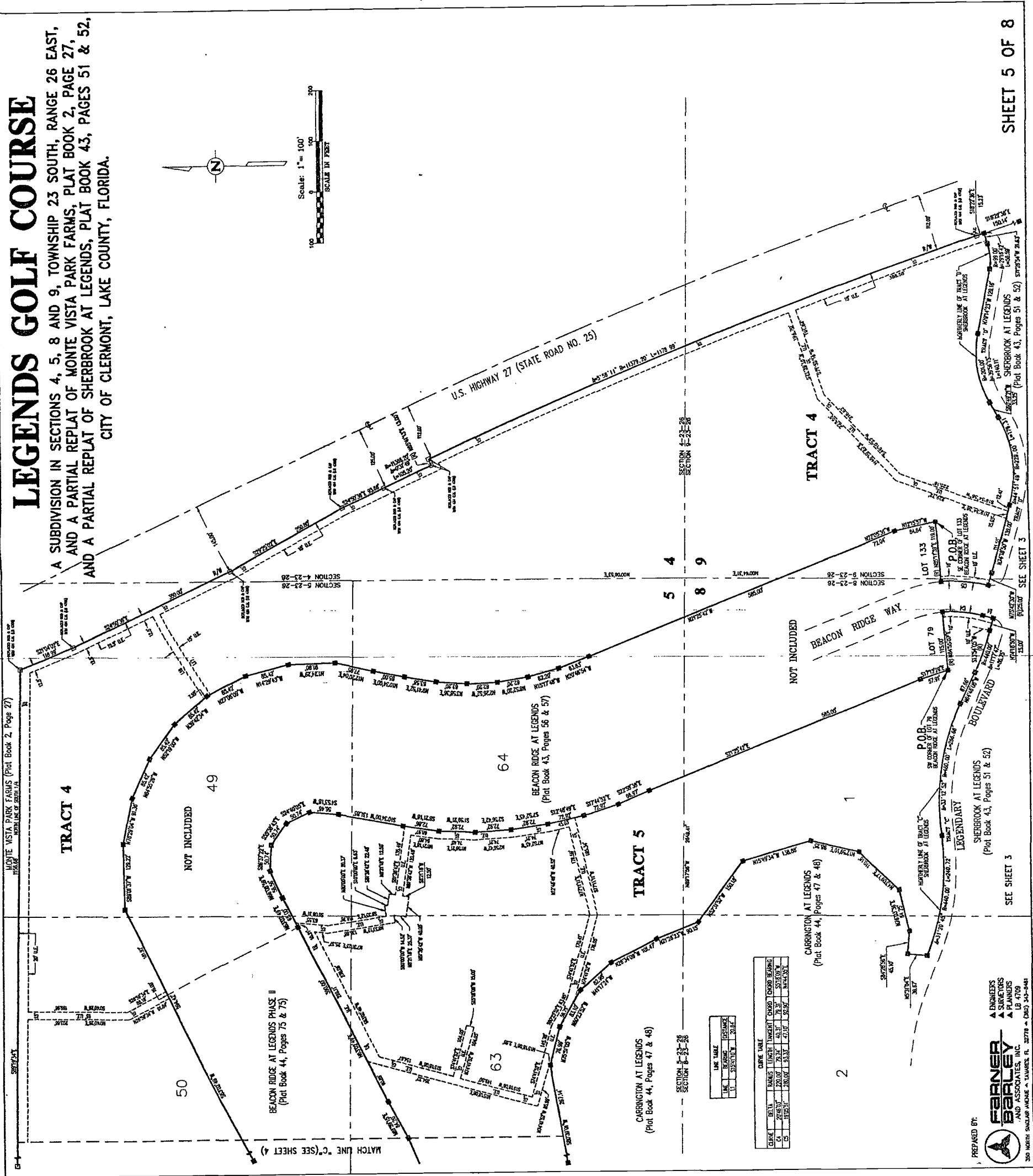
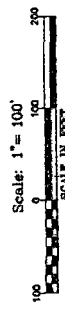
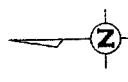
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TRACT 4

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# LEGENDS GOLF COURSE

A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



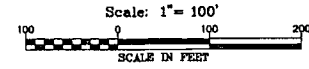
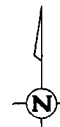
CURVE TABLE			
CURVE	DATA	BEARING	DISTANCE
64	70.00'	75.74'	43.31'
65	80.00'	53.33'	47.00'

PREPARED BY:  
**FARNER BARBLEY**  
 ENGINEERS SURVEYORS PLANNERS  
 AND ASSOCIATES, INC.  
 300 NORTH SINGULAR AVENUE • TAMPA, FL 33609 • (813) 243-8441

# LEGENDS GOLF COURSE

A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

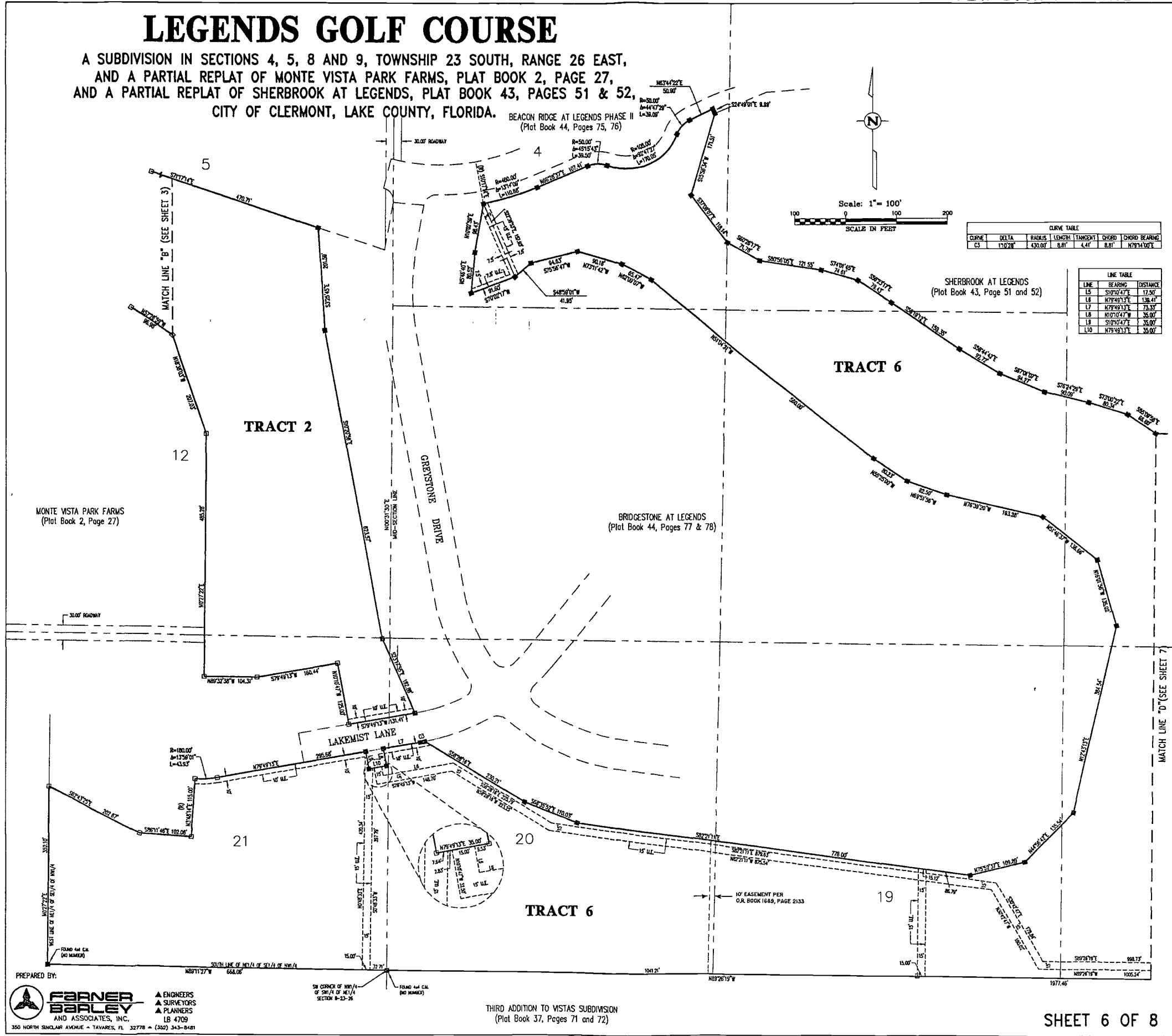
BEACON RIDGE AT LEGENDS PHASE II  
(Plat Book 44, Pages 75, 76)



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C3	170.28°	430.00'	8.81'	4.41'	8.81'	N79°14'00"E

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S10°10'47"E	17.50'
L6	N79°49'13"E	136.41'
L7	N79°49'13"E	73.35'
L8	N10°10'47"W	35.00'
L9	S10°10'47"E	35.00'
L10	N79°49'13"E	35.00'

SHERBROOK AT LEGENDS  
(Plat Book 43, Page 51 and 52)



PREPARED BY:  
**FARNER**  
**BARILEY**  
AND ASSOCIATES, INC.  
350 NORTH SIMOLAR AVENUE - TAVARES, FL 32778 - (352) 343-8481

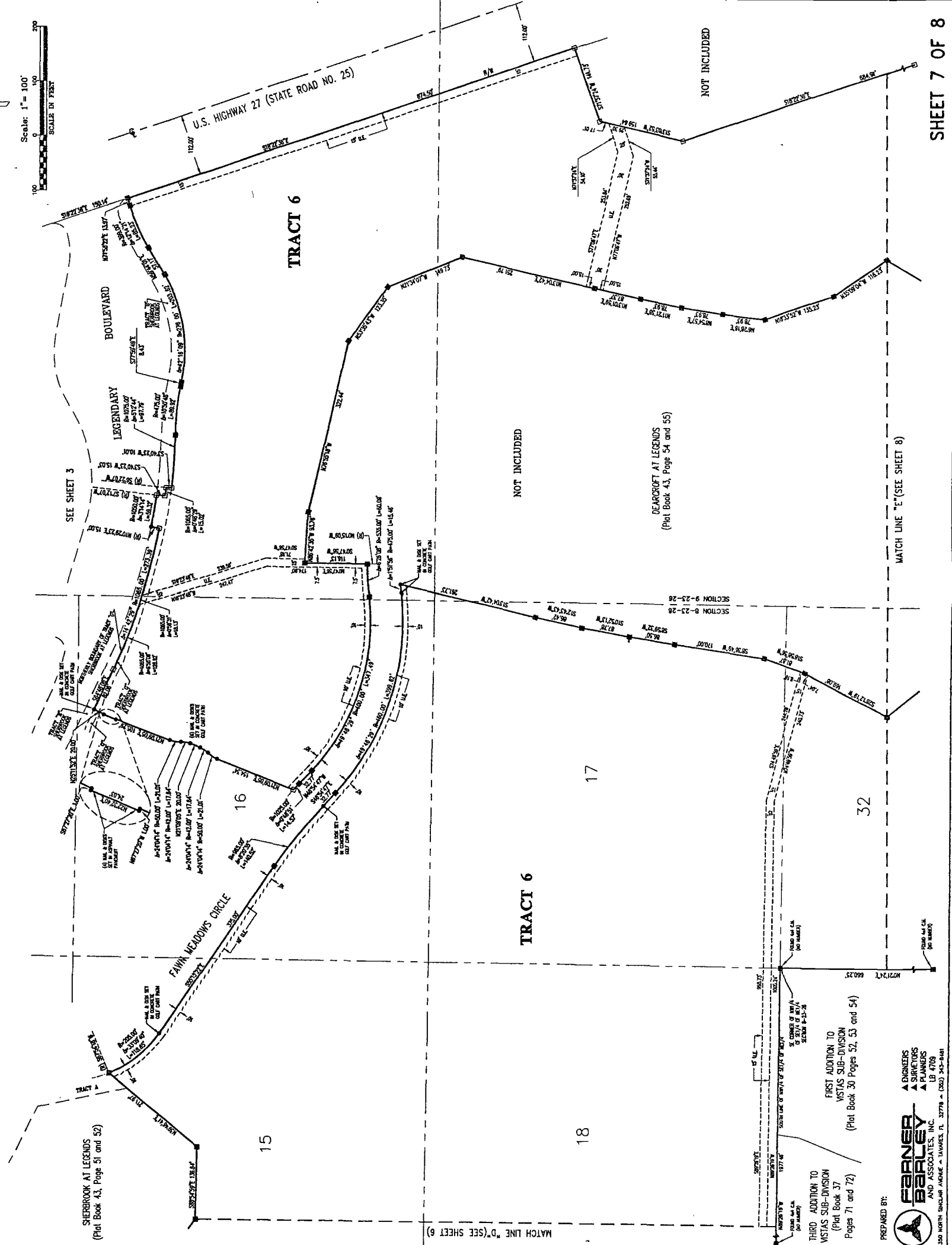
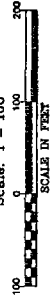
▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LS 4709

THIRD ADDITION TO VISTAS SUBDIVISION  
(Plat Book 37, Pages 71 and 72)

SHEET 6 OF 8

# LEGENDS GOLF COURSE

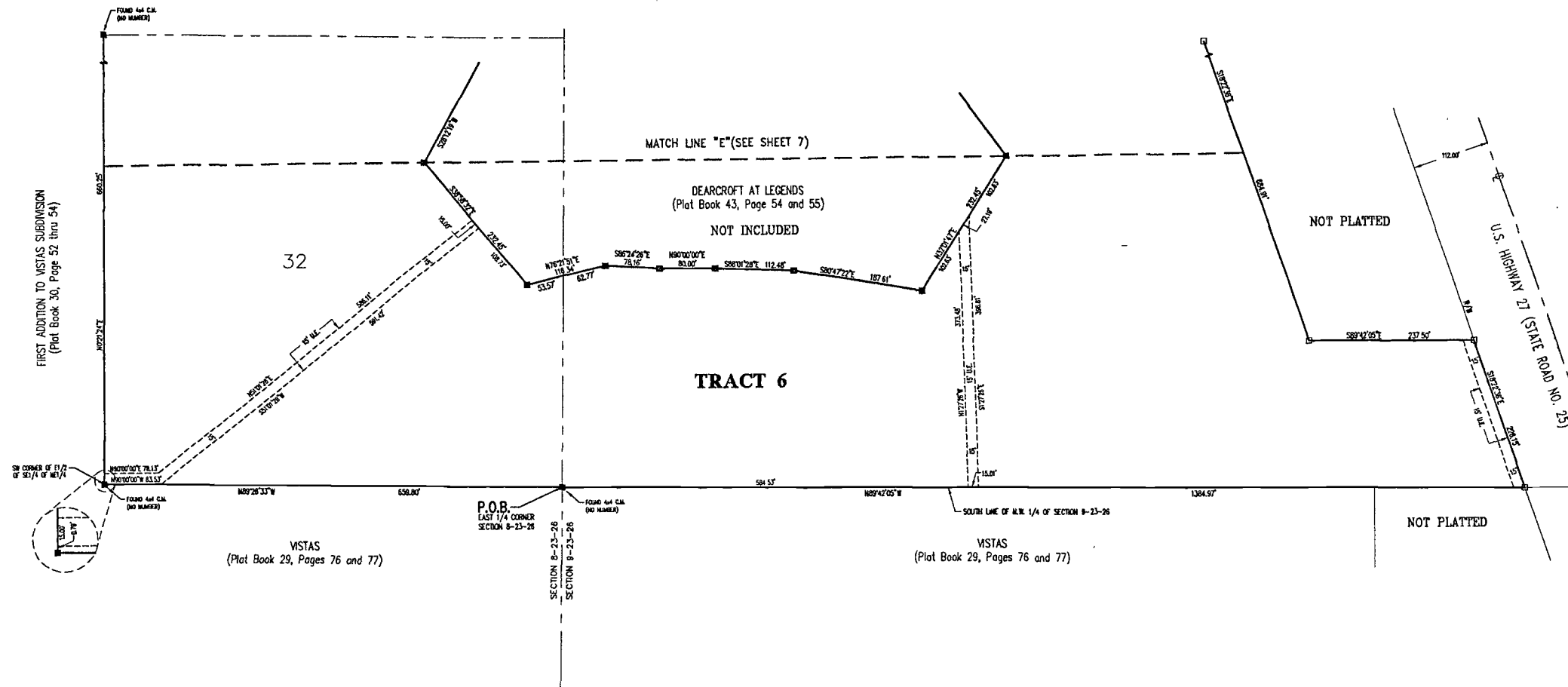
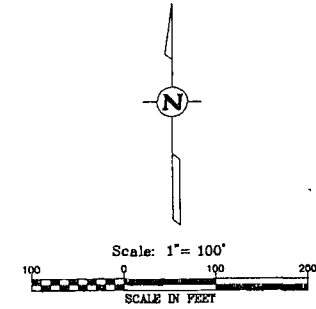
A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



PREPARED BY:  
**FARNER BARLEY**  
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SURVEYORS  
PLANNERS  
LB 4709  
AND ASSOCIATES, INC.  
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# LEGENDS GOLF COURSE

A SUBDIVISION IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
AND A PARTIAL REPLAT OF SHERBROOK AT LEGENDS, PLAT BOOK 43, PAGES 51 & 52,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



PREPARED BY:



▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

350 NORTH SHILAR AVENUE - TAVARES, FL 32778 - (352) 343-8481

# NOTTINGHAM AT LEGENDS

A REPLAT OF LOT 74 AND A PARTIAL REPLAT OF LOT 1 AND TRACT A 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO A PARTIAL REPLAT OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, AND A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DESCRIPTION

LOT 74 AND A PORTION OF LOT 1 AND TRACT A, 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO A PORTION OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHWEST CORNER OF 'BRIDGESTONE AT LEGENDS PHASE IV', PLAT BOOK 51, PAGES 29 AND 30 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 5; THENCE NORTH 00°31'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 FOR 1,325.69 FEET TO THE WEST 1/4 CORNER OF SECTION 5; THENCE SOUTH 89°21'13" EAST ALONG THE EAST-WEST CENTER SECTION LINE FOR 2,874.40 FEET TO THE CENTER OF SAID SECTION 5; THENCE CONTINUE SOUTH 89°21'13" EAST ALONG SAID EAST-WEST CENTER SECTION LINE FOR 472.11 FEET; THENCE SOUTH 00°38'47" WEST FOR 1,326.99 FEET TO THE NORTHERLY BOUNDARY OF 'BEACON RIDGE AT LEGENDS PHASE III', PLAT BOOK 47, PAGES 87 AND 88 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°19'34" WEST ALONG SAID NORTHERLY BOUNDARY AND THE NORTHERLY BOUNDARY OF AFORESAID 'BEACON RIDGE AT LEGENDS PHASE IV' FOR 485.65 FEET; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF 'BEACON RIDGE AT LEGENDS PHASE IV' THE FOLLOWING THREE (3) COURSES: RUN NORTH 89°19'50" WEST FOR 669.46 FEET; THENCE SOUTH 00°24'18" WEST FOR 663.25 FEET; THENCE NORTH 89°19'10" WEST FOR 554.37 FEET TO AN INTERSECTION WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A CHORD BEARING OF SOUTH 46°52'44" WEST AND A RADIUS OF 280.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°58'14", FOR 14.52 FEET TO THE EASTERLY BOUNDARY OF AFORESAID LOT 74, 'BEACON RIDGE AT LEGENDS PHASE IV'; THENCE SOUTH 00°40'50" WEST ALONG SAID EASTERLY BOUNDARY FOR 62.47 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIBERTY HILL DRIVE AND TO AN INTERSECTION WITH A CIRCULAR CURVE SOUTHEASTERLY, HAVING A CHORD BEARING OF SOUTH 44°12'42" WEST AND A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 150°54'57" FOR 158.04 FEET TO THE SOUTHERLY BOUNDARY OF LOT 74, THENCE SOUTH 88°44'05" WEST ALONG SAID SOUTHERLY BOUNDARY FOR 57.34 FEET; THENCE SOUTH 66°10'18" WEST FOR 10.24 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OERBY GLEN DRIVE AND TO AN INTERSECTION WITH A CIRCULAR CURVE SOUTHWESTERLY HAVING A CHORD BEARING OF NORTH 37°49'48" WEST AND A RADIUS OF 130.00 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°09'23", FOR 4.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°54'27" WEST FOR 94.17 FEET TO THE EASTERLY BOUNDARY OF AFORESAID 'BRIDGESTONE AT LEGENDS PHASE IV', THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARIES THEREOF THE FOLLOWING COURSES: RUN NORTH 51°05'33" EAST FOR 135.78 FEET; THENCE NORTH 00°26'32" EAST FOR 563.12 FEET; THENCE NORTH 89°19'50" WEST FOR 1,338.93 FEET TO THE POINT OF BEGINNING.

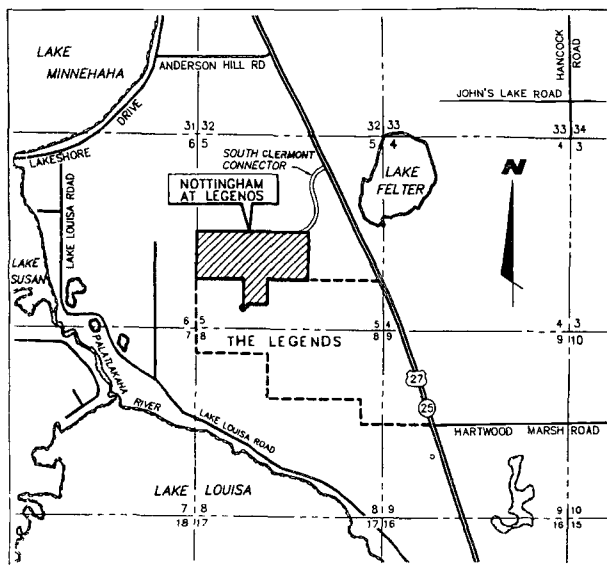
CONTAINING 106.40 ACRES, MORE OR LESS.

### NOTES:

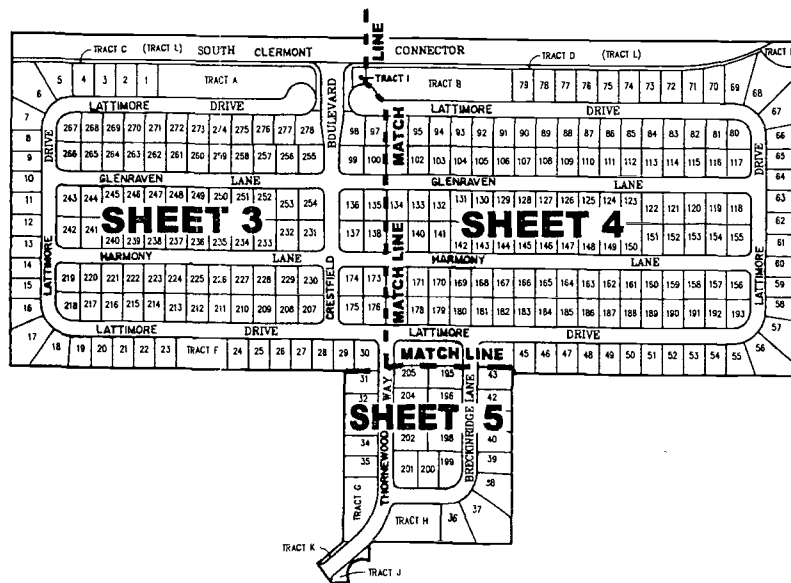
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 5 AS BEING S89°11'31"E, AN ASSUMED MERIDIAN
- THE STORM WATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R)
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.10(2) FLORIDA STATUTES
- THERE IS HEREBY RESERVED BY LENNAR HOMES, INC AND GRANTED TO NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS EXCEPT AS NOTED
- ALL PLATTED AND/OR NOTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES, EXCEPT THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IF ANY
- TRACTS "A", "B", "I", "J", "K" AND "L" ARE DESIGNATED FOR STORM WATER RETENTION ARE TO BE OWNED AND MAINTAINED BY NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC TRACTS "A" AND "B" ARE SUBJECT TO THE DRAINAGE EASEMENT IN FAVOR OF LAKE COUNTY, FLORIDA RECORDED AT OFFICIAL RECORDS BOOK 8833, PAGE 8318, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
- TRACT "C" AND "D" ARE DESIGNATED FOR UTILITIES AND LANDSCAPE AND SUCH FURTHER USES MAY BE DESIGNATED BY LENNAR HOMES, INC OR NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC
- TRACT "E" IS TO BE OWNED AND MAINTAINED BY THE 'CELEBRATION OF PRAISE CHURCH OF GOD'
- TRACTS "F" AND "G" ARE DESIGNATED FOR DRAINAGE, UTILITIES AND LANDSCAPE AND SUCH FURTHER USES MAY BE DESIGNATED BY LENNAR HOMES, INC OR NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC
- TRACT "H" IS A LIFT STATION SITE DEDICATED TO THE CITY OF CLERMONT BY THIS PLAT
- STATE PLANE COORDINATES ARE BASED ON LAKE COUNTY OPS CONTROL POINTS LK72 AND LK172
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT
- TRACT "L" (THE SOUTH LAKE CONNECTOR RIGHT OF WAY) IS DEDICATED TO LAKE COUNTY BY THIS PLAT

### NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY



VICINITY MAP  
NOT TO SCALE



KEY MAP  
NOT TO SCALE

### DEDICATION - 'NOTTINGHAM AT LEGENDS' (A REPLAT)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

- TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION: (NONE)
- TO THE NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION: Tract "A", Tract "B", Tract "C", Tract "D", Tract "E", Tract "F", Tract "G", Tract "H", Tract "I", Tract "J", Tract "K" and all roads shown hereon subject to the following: perpetual right of ingress and egress by the residents of Legends their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel, said roads are also subject to utility easements as further stated below
- TO THE CHURCH OF GOD: Tract "E"
- TO THE CITY OF CLERMONT: Tract "I"  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES: A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL: A perpetual right of ingress and egress over and across roadways shown
- TO LAKE COUNTY - Tract "L" (The South Lake Connector right of way)

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on 03 MAR 2006  
Signed, sealed and delivered in our presence as witnesses:

WITNESSES: 1) Charles R. Frost III print name  
2) Douglas M. Sheehan print name  
OWNER(S): Lennar Homes, Inc., a Florida Corporation  
E. Bruce Lawson, Vice-President  
STATE OF Florida COUNTY OF Lake  
The foregoing Dedication was acknowledged before me this 3rd day of March, 2006 by E. Bruce Lawson as Vice President of Lennar Homes, Inc.  
He (is personally known to me) or (has produced as identification) and (did not) take an oath.  
Signature of Acknowledger: Theresa A. Gallup  
Printed name of Acknowledger: Theresa A. Gallup  
My commission Expires: Theresa A. Gallup (OR STAMP)

CERTIFICATE OF APPROVAL BY MUNICIPALITY  
COUNTY ENGINEER: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
COUNTY ATTORNEY: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
DIRECTOR OF PLANNING AND DEVELOPMENT: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

CERTIFICATE OF APPROVAL BY MUNICIPALITY  
THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within \_\_\_\_\_ days from the date of approval by said City of Clermont, Florida.  
Attest: \_\_\_\_\_ City of Clermont

CERTIFICATE OF SURVEYOR  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes.  
FARNER, BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO. 4709  
350 NORTH SINCLAIR AVE - TAVARES, FL 32778  
Michael R. Burnette March 1, 2006  
MICHAEL R. BURNETTE Dated  
Florida Registration No 3669

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on \_\_\_\_\_ at \_\_\_\_\_ File No \_\_\_\_\_  
Clerk of the Circuit Court in and for Lake County, Florida

PREPARED BY:  
**FARNER BARLEY AND ASSOCIATES, INC.**  
ENGINEERS  
SURVEYORS  
PLANNERS  
LICENSED BUSINESS NO. 4709  
350 NORTH SINCLAIR AVENUE - TAVARES, FL 32778 - (352) 343-2481

STATEMENT OF REVIEWER  
Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.  
Professional Surveyor and Mapper \_\_\_\_\_ Dated \_\_\_\_\_



# NOTTINGHAM AT LEGENDS

A REPLAT OF LOT 74 AND A PARTIAL REPLAT OF LOT 1 AND TRACT A  
 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO  
 A PARTIAL REPLAT OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, AND  
 A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
 CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

## PLAT BOOK PAGE

DEDICATION - "NOTTINGHAM AT LEGENDS" (A REPLAT)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

1. TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION: (NONE)
2. TO THE NOTTINGHAM HOMEOWNERS ASSOCIATION AT LEGENDS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION: Tract "A", Tract "B", Tract "C", Tract "D", Tract "E", Tract "F", Tract "G", Tract "H", Tract "I", Tract "J", Tract "K" and all roads shown hereon subject to the following: perpetual right of ingress and egress by the residents of Legends their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel; said roads are also subject to utility easements as further stated below.
3. TO THE CHUCH OF GOD: Tract "E"
4. TO THE CITY OF CLERMONT: Tract "I"  
 A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
5. TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES. A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon.
6. TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL: A perpetual right of ingress and egress over and across roadways shown.
7. TO LAKE COUNTY - Tract "L" (The South Lake Connector right of way)

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on MAY 27, 2005  
 Signed, sealed and delivered in our presence as witnesses:

WITNESSES:	OWNER(S):
1) <u>[Signature]</u> 1.) <u>ROBERT L. TRUSTY</u> print name	<u>[Signature]</u> Lee E. Wilson, Trustee and a member of the a local Board of Trustees of the Church of God
2) <u>[Signature]</u> 2.) <u>DEBRA S. SCOTT</u> print name	
1) <u>[Signature]</u> 1.) <u>ROBERT L. TRUSTY</u> print name	<u>[Signature]</u> Gerald J. Badamento, Trustee and a member of the local Board of Trustees of the Church of God
2) <u>[Signature]</u> 2.) <u>DEBRA S. SCOTT</u> print name	
1) <u>[Signature]</u> 1.) <u>ROBERT L. TRUSTY</u> print name	<u>[Signature]</u> Eugene Lee Adams, Trustee and a member of the local Board of Trustees of the Church of God
2) <u>[Signature]</u> 2.) <u>DEBRA S. SCOTT</u> print name	

STATE OF FLORIDA COUNTY OF LAKE  
 The foregoing Dedication was acknowledged before me this 27TH day of MAY, 2005 by Lee E. Wilson, Trustee and a member of the Local Board of Trustees of the Chuch of God who  is personally known to me or  has produced  identification.

[Signature]  
 NOTARY PUBLIC  
 Print Name DEBRA S. SCOTT  
 My Commission # [Stamp]  
 My Commission Expires [Stamp]

STATE OF FLORIDA COUNTY OF LAKE  
 The foregoing Dedication was acknowledged before me this 27TH day of MAY, 2005 by Gerald J. Badamento, Trustee and a member of the Local Board of Trustees of the Chuch of God who  is personally known to me or  has produced  identification.

[Signature]  
 NOTARY PUBLIC  
 Print Name DEBRA S. SCOTT  
 My Commission # [Stamp]  
 My Commission Expires [Stamp]

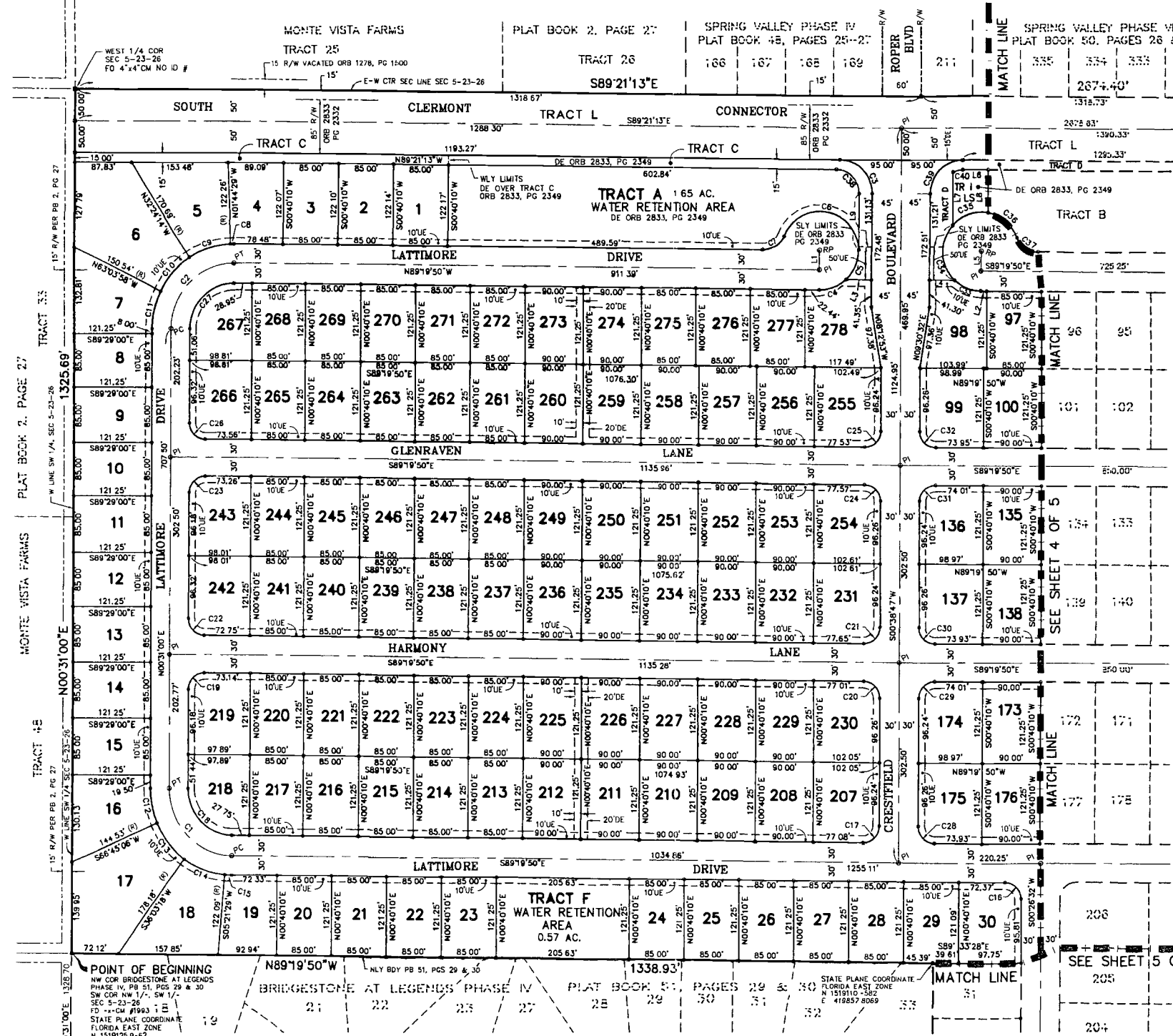
STATE OF FLORIDA COUNTY OF LAKE  
 The foregoing Dedication was acknowledged before me this 27TH day of MAY, 2005 by Eugene Lee Adams, Trustee and a member of the Local Board of Trustees of the Chuch of God who  is personally known to me or  has produced  identification.

[Signature]  
 NOTARY PUBLIC  
 Print Name DEBRA S. SCOTT  
 My Commission # [Stamp]  
 My Commission Expires [Stamp]

# NOTTINGHAM AT LEGENDS

A REPLAT OF LOT 74 AND A PARTIAL REPLAT OF LOT 1 AND TRACT A 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO A PARTIAL REPLAT OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, AND A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

LINE	BEARING	DISTANCE
L1	S00°40'10"W	30.00'
L2	S89°19'50"E	2.20'
L3	S89°19'50"E	38.87'
L4	N89°19'50"W	38.77'
L5	N00°40'10"E	30.00'
L6	N89°21'13"W	40.00'
L7	N00°38'47"E	79.28'
L8	N00°38'47"E	63.37'
L9	N00°38'47"E	85.70'



CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	89°50'50"	100.00'	156.81'	141.23'	S44°24'25"E
C2	90°08'10"	100.00'	157.35'	141.81'	S45°35'35"W
C3	90°00'00"	50.00'	78.54'	70.71'	N44°21'13"W
C4	43°16'04"	60.00'	45.31'	44.24'	N89°02'08"E
C5	48°22'51"	60.00'	50.86'	49.17'	N79°20'45"W
C6	58°43'58"	60.00'	64.13'	57.20'	N58°28'43"E
C7	68°22'54"	35.00'	41.77'	39.34'	S89°27'51"W
C8	22°34'39"	130.00'	5.47'	5.47'	S72°55'39"W
C9	30°39'45"	130.00'	69.57'	68.74'	S42°15'54"W
C10	30°39'44"	130.00'	69.57'	68.74'	S42°15'54"W
C11	28°25'02"	130.00'	69.94'	69.41'	S13°43'31"W
C12	23°45'54"	130.00'	63.82'	63.54'	S39°38'46"W
C13	30°41'49"	130.00'	69.65'	68.82'	S69°17'37"E
C14	30°41'49"	130.00'	69.65'	68.82'	S69°17'37"E
C15	4°41'19"	130.00'	10.84'	10.83'	S88°58'11"E
C16	89°46'22"	25.00'	39.17'	35.29'	N44°28'39"W
C17	90°01'23"	25.00'	39.28'	35.36'	N45°38'28"E
C18	89°50'50"	25.00'	39.28'	35.36'	S44°24'25"E
C19	90°08'10"	25.00'	39.34'	35.40'	S45°35'35"W
C20	89°58'37"	25.00'	39.28'	35.35'	N44°20'31"E
C21	90°01'23"	25.00'	39.28'	35.36'	N45°38'28"E
C22	89°50'50"	25.00'	39.20'	35.31'	S44°24'25"E
C23	90°08'10"	25.00'	39.34'	35.40'	S45°35'35"W
C24	89°58'37"	25.00'	39.28'	35.35'	N44°20'31"E
C25	90°01'23"	25.00'	39.28'	35.36'	N45°38'28"E
C26	89°50'50"	25.00'	39.20'	35.31'	S44°24'25"E
C27	90°01'23"	25.00'	39.28'	35.36'	S45°35'35"W
C28	89°58'37"	25.00'	39.28'	35.35'	S44°20'31"E
C29	90°01'23"	25.00'	39.28'	35.36'	S45°38'28"E
C30	89°58'37"	25.00'	39.28'	35.35'	S44°20'31"E
C31	90°01'23"	25.00'	39.28'	35.36'	S45°38'28"E
C32	89°58'37"	25.00'	39.28'	35.35'	S44°20'31"E
C33	43°12'04"	60.00'	45.24'	44.18'	S67°43'42"E
C34	88°23'18"	60.00'	92.54'	83.85'	S01°38'06"E
C35	88°23'18"	60.00'	60.86'	58.28'	S71°05'05"W
C36	58°40'28"	60.00'	61.44'	58.78'	N50°17'09"W
C37	68°22'54"	35.00'	41.77'	39.34'	S55°08'22"E
C38	90°00'00"	35.00'	54.98'	49.50'	N44°21'13"W
C39	90°00'00"	50.00'	78.54'	70.71'	S45°38'47"W
C40	28°27'37"	35.00'	15.50'	15.38'	S72°57'29"W

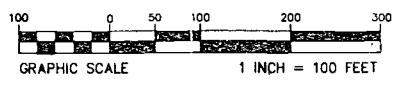
LEGEND	
PRM	PERMANENT REFERENCE MONUMENT SET (LB4709) (1/4" CONCRETE MONUMENT) UNLESS OTHERWISE NOTED
PRM	PERMANENT REFERENCE MONUMENT FOUND (LB4709) (1/4" CONCRETE MONUMENT)
PCP	PERMANENT CONTROL POINT - NAIL & DISK SET (LB4709)
C	4" CONCRETE MONUMENT SET (LB4709)
N.T.S.	NOT TO SCALE
PC	POINT OF CURVE
PT	POINT OF TANGENT
POC	POINT OF COMPOUND CURVE
RP	RADIUS POINT
PI	POINT OF INTERSECTION
R	RADIUS
Δ	CENTRAL ANGLE OF CURVE
L	LENGTH OF ARC
T	TANGENT
CB	CHORD BEARING
C	CHORD
CL	CENTERLINE
(R)	RADIAL LINE
NR	NON-RADIAL LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
I/E	INGRESS-EGRESS EASEMENT
CR	REFERENCE TO CURVE TABLE
SEC	SECTION
T23S	TOWNSHIP 23 SOUTH
R26E	RANGE 26 EAST
PG	PAGE
PCS	PAGES
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT
ID	IDENTIFICATION
PB	PLAT BOOK
COR	CORNER
NLY	NORTHERLY
FD	FOUND
IP	IRON PIPE
BOY	BOUNDARY
CTR	CENTER
ORB	OFFICIAL RECORD BOOK
LS	LIFT STATION
AC	ACRES
LB	LICENSE BUSINESS
POL	POINT ON LINE
Ely	EASTERLY
Sly	SOUTHERLY
Wly	WESTERLY

PREPARED BY:

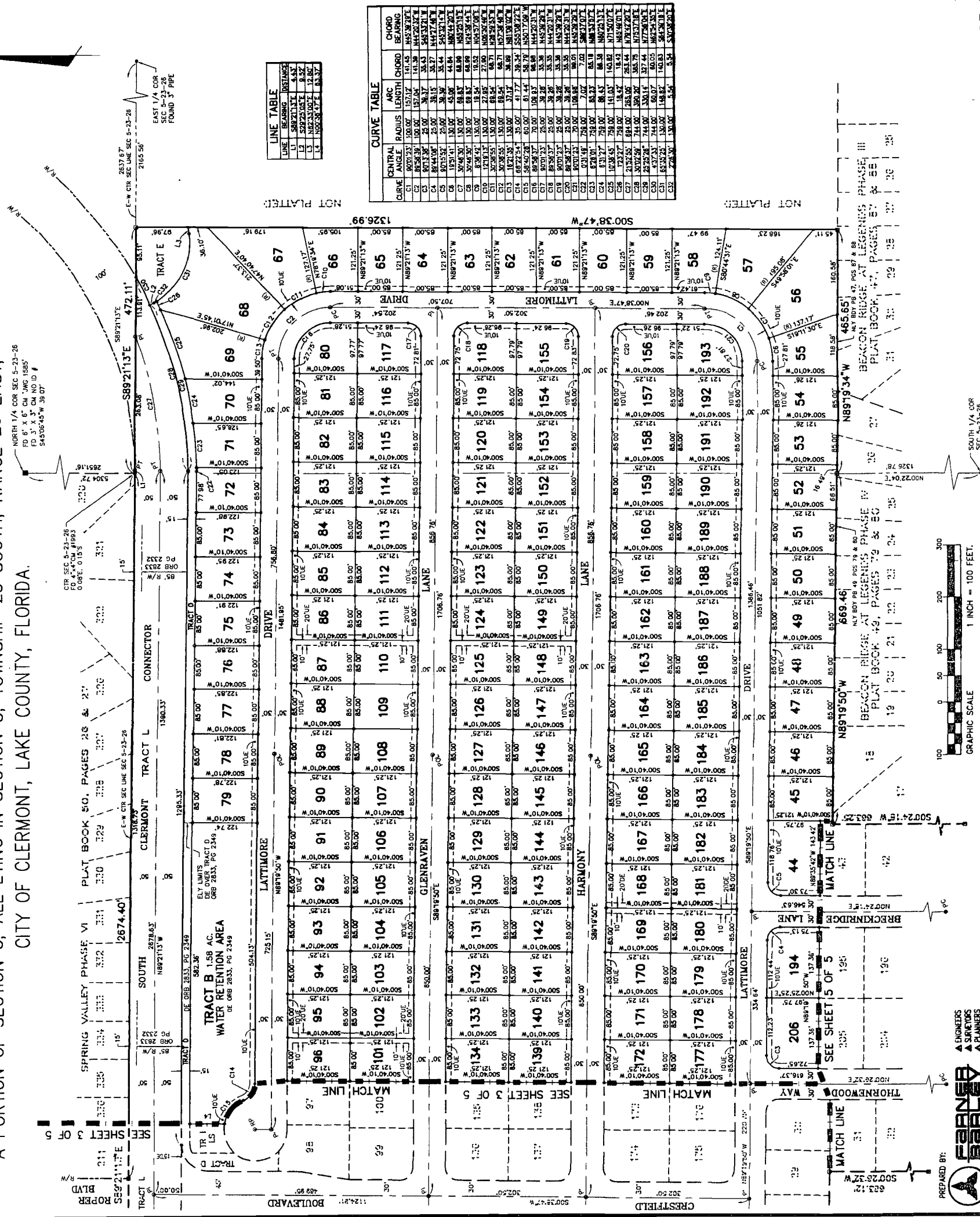
**FARNER  
BAILEY  
AND ASSOCIATES, INC.**

ENGINEERS  
SURVEYORS  
PLANNERS

LICENSE BUSINESS No. 709  
1550 NORTH SINGLAR AVENUE - TAMPA, FL 33629 - (813) 333-8441



A REPLAT OF LOT 74 AND A PARTIAL REPLAT OF LOT 1 AND TRACT A  
 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO  
 A PARTIAL REPLAT OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, AND  
 A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
 CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°21'13"E	4.82
L2	N89°21'13"W	12.00
L3	N89°21'13"W	12.00
L4	N89°21'13"W	12.00

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD BEARING
C1	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C2	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C3	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C4	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C5	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C6	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C7	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C8	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C9	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C10	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C11	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C12	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C13	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C14	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C15	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C16	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C17	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C18	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C19	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C20	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C21	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C22	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C23	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C24	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C25	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C26	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C27	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C28	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C29	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C30	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C31	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C32	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C33	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C34	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C35	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C36	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C37	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C38	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C39	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C40	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C41	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C42	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C43	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C44	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C45	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C46	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C47	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C48	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C49	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C50	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C51	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C52	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C53	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C54	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C55	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C56	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C57	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C58	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C59	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C60	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C61	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C62	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C63	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C64	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C65	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C66	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C67	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C68	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C69	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C70	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C71	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C72	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C73	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C74	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C75	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C76	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C77	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C78	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C79	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C80	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C81	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C82	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C83	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C84	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C85	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C86	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C87	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C88	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C89	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C90	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C91	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C92	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C93	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C94	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C95	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C96	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C97	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C98	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C99	100.00°	100.00'	157.08'	141.38'	N44°20'32"W
C100	100.00°	100.00'	157.08'	141.38'	N44°20'32"W



PREPARED BY:  
**BARBER**  
 ENGINEERS  
 ARCHITECTS  
 AND PLANNERS  
 200 NORTH SMOULDER LAKE - TAMPA, FL 33611-4441  
 (813) 241-4441



SOUTH 1/4 COR  
 SEC 5-23-26  
 FD ANE NO. 17

BEACON RIDGE AT LEGENDS PHASE III  
 PLAT BOOK 47, PAGES 57 & 58

NOT PLATTER

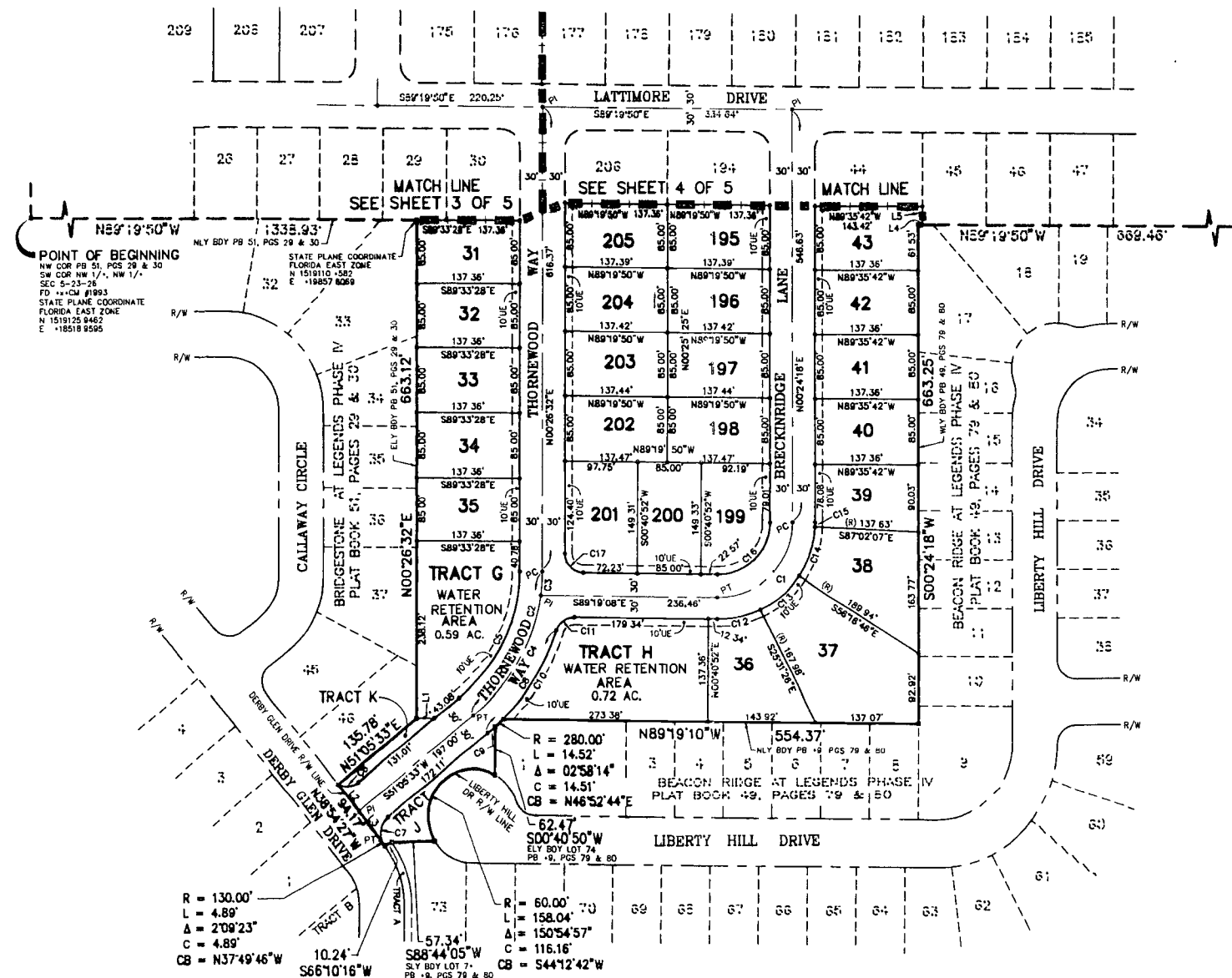
# NOTTINGHAM AT LEGENDS

A REPLAT OF LOT 74 AND A PARTIAL REPLAT OF LOT 1 AND TRACT A  
 'BEACON RIDGE AT LEGENDS PHASE IV', PLAT BOOK 49, PAGES 79 AND 80, ALSO  
 A PARTIAL REPLAT OF 'MONTE VISTA PARK FARMS', PLAT BOOK 2, PAGE 27, AND  
 A PORTION OF SECTION 5, ALL LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
 CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT BOOK

PAGE

N



CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	90°16'34"	100.00'	157.56'	141.78'	N45°32'38"E
C2	50°38'00"	250.00'	221.00'	213.88'	N45°46'03"E
C3	70°24'48"	250.00'	30.75'	30.73'	N03°37'58"E
C4	43°38'11"	250.00'	180.28'	185.70'	N28°17'27"E
C5	50°38'00"	220.00'	194.48'	188.21'	N25°48'03"E
C6	66°25'13"	25.00'	28.98'	27.39'	N84°18'08"E
C7	87°50'37"	25.00'	38.33'	34.88'	S07°10'14"W
C8	34°18'03"	280.00'	167.63'	185.13'	N33°56'32"E
C9	243°43'	280.00'	13.33'	13.33'	N49°43'42"E
C10	28°36'08"	280.00'	139.77'	138.33'	N31°02'34"E
C11	73°53'24"	25.00'	32.24'	30.05'	S83°44'11"W
C12	261°21'48"	130.00'	59.46'	58.94'	N77°34'43"E
C13	30°45'20"	130.00'	69.78'	68.95'	N49°25'54"E
C14	30°45'21"	130.00'	69.78'	68.95'	N18°20'33"E
C15	2°33'35"	130.00'	5.81'	5.81'	N01°41'08"E
C16	90°16'34"	70.00'	110.29'	99.23'	N45°32'35"E
C17	89°45'40"	25.00'	39.17'	35.28'	S44°28'18"E

LINE	BEARING	DISTANCE
L1	N89°18'10"W	23.54'
L2	S38°54'27"E	45.00'
L3	S38°54'27"E	49.17'
L4	N89°19'50"W	5.95'
L5	S00°40'50"W	23.50'



PREPARED BY:  

 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 350 NORTH SINCLAIR AVENUE - TAVARES, FL 32778 - (352) 343-8481

10000 3195F

# SHERBROOK AT LEGENDS

A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

### DEDICATION - "SHERBROOK AT LEGENDS"

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein

- TO THE LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, A FLORIDA NOT-FOR-PROFIT CORPORATION  
Tracts "A", "B", "C", "D", "E", "F" and Legendary Boulevard\*\*
- TO THE SHERBROOK AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION  
All roads\*\* shown hereon (except Legendary Boulevard)  
\*\*Said roads are subject to the following:  
perpetual right of ingress and egress by the residents of Kings Ridge their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency medical services, their vehicles and personnel, said roads are also subject to utility easements as further stated below
- TO THE CITY OF CLERMONT  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon
- TO THE PROVIDERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES  
A utility easement is hereby granted over, across and upon the roadways and those areas designated as utility easements shown hereon
- TO THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONNEL  
A perpetual right of ingress and egress over and across roadways shown

NO PART OF THE PROPERTY DESCRIBED HEREON IS DEDICATED TO THE CITY OF CLERMONT OR THE GENERAL PUBLIC, EXCEPT AS NOTED ABOVE.

IN WITNESS WHEREOF, The undersigned owner has executed this Dedication in the manner provided by law on Feb 29 2000  
Signed, sealed and delivered in our presence as witnesses.

WITNESSES OWNER(S)  
 1) Anne Duffy Lennor Homes, Inc., a Florida Corporation  
 print name  
 2) Rob Ahrens Rob Ahrens, Vice President  
 print name

STATE OF Florida COUNTY OF Seminole  
The foregoing Dedication was acknowledged before me this 29 day of February, 2000 by Rob Ahrens as Vice President of Lennor Homes, Inc.

He (is personally known to me) or (has produced ~~an identification~~ and (did) (did not) take an oath  
Signature of Acknowledger Anne Duffy  
Printed name of Acknowledger  
Title or Rank  
My commission Expires 9-1-2002 (SEAL OR STAMP)



### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his/her supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes

FARNER, BARLEY & ASSOCIATES, INC. - LICENSED BUSINESS NO 4709  
350 NORTH SINCLAIR AVE. - TAVARES, FL 32778

Kyle M. Jensen 2-29-00  
Kj/mj/jensen Dated  
Florida Registration No 5912

### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the 28th day of March, 2000, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 90 days from the date of approval by said City of Clermont, Florida

Attest City of Clermont  
[Signature] City Clerk  
[Signature] Mayor

### CERTIFICATE OF CLERK

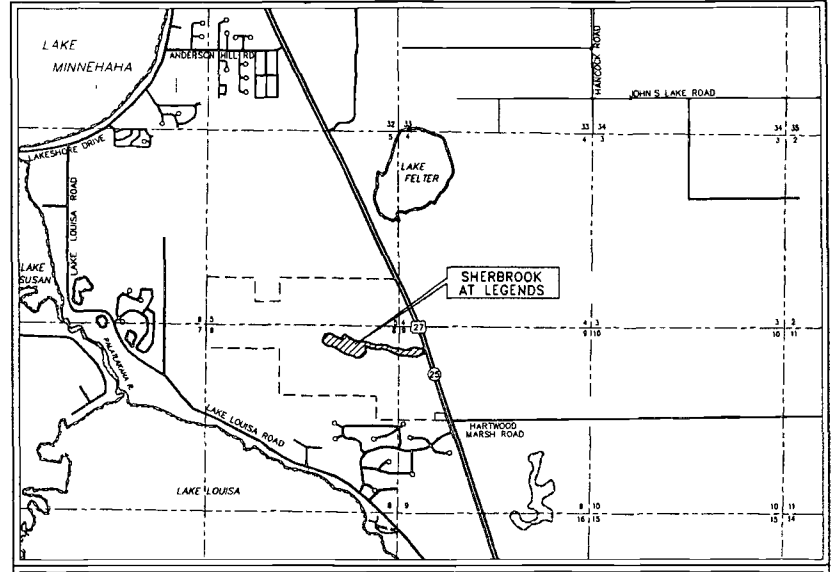
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on APRIL 18, 2000 at 9:15 AM File No 2000-3195F  
[Signature]  
Clerk of the Circuit Court in and for Lake County, Florida

### DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING COMPRISED OF A PORTION OF MONTE VISTA PARK FARMS, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 9 RUN S89°42'05"E 1384.97 FEET TO THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 1997.81 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S71°58'22"W 13.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 399.00 FEET, THENCE RUN SOUTHWESTERLY 85.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°14'21" TO THE END OF SAID CURVE, THENCE S59°44'01"W 57.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 276.00 FEET, THENCE RUN WESTERLY 203.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 42°16'09" TO THE END OF SAID CURVE, THENCE N77°58'49"W 8.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 475.00 FEET, THENCE RUN WESTERLY 89.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°50'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1075.00 FEET, THENCE RUN WESTERLY 451.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°02'29" TO THE END OF SAID CURVE, THENCE N84°48'05"W 169.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET, THENCE RUN WESTERLY 197.10 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 580.00 FEET, THENCE RUN WESTERLY 315.32 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°15'40", THENCE ALONG A NON-TANGENT LINE RUN N70°09'10"W 25.00 FEET, THENCE N70°25'55"W 60.00 FEET, THENCE S19°50'50"W 15.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 205.00 FEET, THENCE RUN SOUTHERLY 150.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 41°56'32", THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S39°46'41"W 211.97 FEET, THENCE N88°54'59"W 136.64 FEET, THENCE N55°09'58"W 86.80 FEET, THENCE N73°00'22"W 80.34 FEET, THENCE N76°24'29"W 90.08 FEET, THENCE N87°01'07"W 94.27 FEET, THENCE N58°44'42"W 92.72 FEET, THENCE N58°19'12"W 159.35 FEET, THENCE N58°23'17"W 79.43 FEET, THENCE N74°01'45"W 74.61 FEET, THENCE N80°58'05"W 121.55 FEET, THENCE N60°22'17"W 71.78 FEET, THENCE N37°08'07"W 118.14 FEET, THENCE N15°58'34"E 171.51 FEET, THENCE N67°16'54"E 109.67 FEET, THENCE N85°04'49"E 83.94 FEET, THENCE S60°34'04"E 129.74 FEET, THENCE S61°40'32"E 202.05 FEET, THENCE N33°40'48"E 43.04 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE RUN NORTHERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", THENCE ALONG A RADIAL LINE RUN N33°40'48"E 70.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE BEARS S33°40'48"W, THENCE RUN EASTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", THENCE ALONG A NON-TANGENT LINE RUN S56°19'12"E 217.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, THENCE RUN SOUTHEASTERLY 227.13 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°34'35" TO THE END OF SAID CURVE, THENCE S85°53'47"E 97.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 560.00 FEET, THENCE RUN SOUTHEASTERLY 208.81 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 21°21'50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 440.00 FEET, THENCE RUN SOUTHEASTERLY 257.14 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 33°12'52" TO THE END OF SAID CURVE, THENCE S64°48'08"E 87.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, THENCE RUN SOUTHEASTERLY 86.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°17'47", THENCE ALONG A NON-TANGENT LINE RUN S74°18'50"E 25.00 FEET, THENCE N80°54'51"E 65.99 FEET, THENCE S75°42'30"E 25.00 FEET, THENCE S74°18'50"E 139.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 229.00 FEET, THENCE RUN EASTERLY 179.31 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 44°51'49" TO THE END OF SAID CURVE, THENCE N60°49'21"E 33.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 201.00 FEET, THENCE RUN NORTHEASTERLY 140.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 30°55'16" TO THE END OF SAID CURVE, THENCE S79°14'23"E 129.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.00 FEET, THENCE RUN EASTERLY 50.59 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°18'42" TO THE END OF SAID CURVE, THENCE N71°29'54"E 21.63 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S18°22'36"E 150.14 FEET TO THE POINT OF BEGINNING

NOTICE  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY



### VICINITY MAP

### GENERAL NOTES

- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE EAST-WEST MID-SECTION LINE OF SECTION 9-23-26 BEING S89°42'05"E
- THE STORMWATER MANAGEMENT SYSTEM AND THE ASSOCIATED DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE SHERBROOK AT LEGENDS NEIGHBORHOOD ASSOCIATION, INC. OR OTHER ENTITY AS SET FORTH IN THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THIS SUBDIVISION
- TRACTS "A", "B", "C", "D", "E" & "F" ARE DESIGNATED FOR DRAINAGE, UTILITIES, AND LANDSCAPE AND FURTHER USES MAY BE DESIGNATED BY THE OWNERS OF TRACTS "A", "B", "C", "D", "E" & "F" THEIR SUCCESSORS AND ASSIGNS
- MONUMENTS WILL BE SET AT ALL LOT CORNERS PRIOR TO THE EXPIRATION OF THE BOND OR SURETY FOR THIS SUBDIVISION OR PRIOR TO DEEDING OR BUILDING CONSTRUCTION
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN NOTED WITH (R) ALL OTHER LINES ARE NON-RADIAL (N-R)
- THOSE PORTIONS OF TRACTS AND RIGHT-OF-WAYS SHOWN ON PLAT OF MONTE VISTA PARK FARMS LYING WITHIN THIS PLATTED SUBDIVISION ARE TO BE VACATED IN ACCORDANCE WITH CHAPTER 177.101(2) FLORIDA STATUTES
- THERE IS A 7.50-FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE AND REAR LINES OF ALL LOTS
- TRACT "G" IS RESERVED FOR FUTURE DEVELOPMENT.

### STATEMENT OF REVIEWER

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that chapter, provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.  
[Signature] Dated 3/22/00  
Professional Surveyor and Mapper

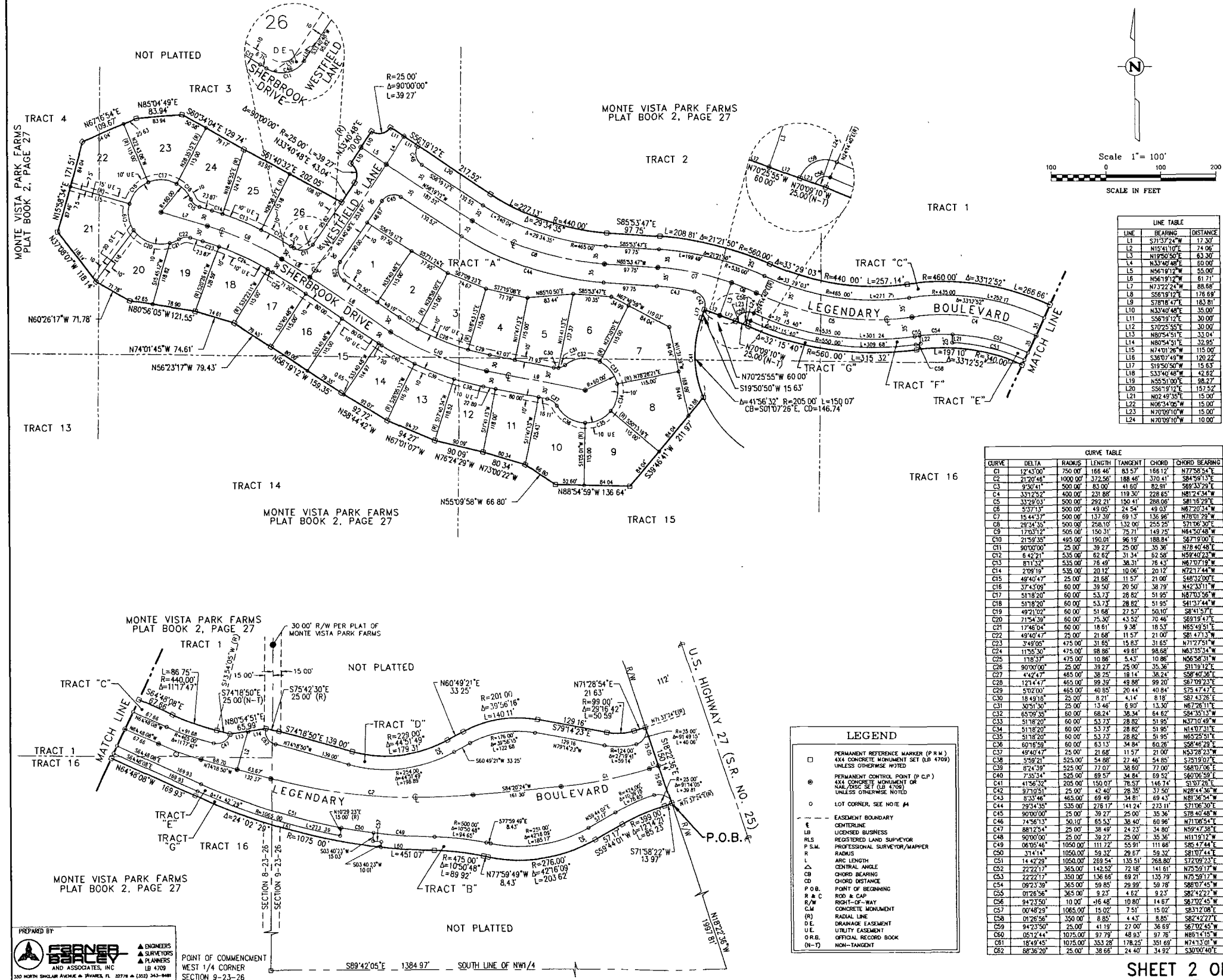


- ▲ ENGINEERS
  - ▲ SURVEYORS
  - ▲ PLANNERS
- LB 4709

APR 16 2000 9:15 AM

# SHERBROOK AT LEGENDS

A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST,  
AND A PARTIAL REPLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27,  
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S71°37'24\"	17.30'
L2	N15°41'10\"	74.06'
L3	N10°50'30\"	63.30'
L4	N33°40'48\"	69.00'
L5	N56°19'12\"	55.00'
L6	N56°19'12\"	81.71'
L7	N73°22'24\"	88.68'
L8	S58°19'12\"	178.68'
L9	S78°16'47\"	183.81'
L10	N33°40'48\"	35.00'
L11	S56°19'12\"	30.00'
L12	S70°25'30\"	30.00'
L13	N80°54'51\"	33.04'
L14	N80°54'51\"	32.95'
L15	N74°01'28\"	115.00'
L16	S36°07'49\"	120.22'
L17	S19°50'50\"	15.63'
L18	S33°40'48\"	42.82'
L19	N55°51'00\"	98.27'
L20	S56°19'12\"	157.52'
L21	N02°49'50\"	15.00'
L22	N05°34'08\"	15.00'
L23	N70°09'10\"	15.00'
L24	N70°09'10\"	10.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	12°43'00"	750.00'	166.46'	83.57'	166.12'	N77°58'54\"
C2	21°20'48"	1000.00'	372.56'	188.46'	370.41'	S84°59'13\"
C3	9°26'41"	500.00'	83.00'	41.50'	82.81'	S85°33'29\"
C4	33°22'52"	400.00'	221.85'	118.30'	228.85'	N81°24'34\"
C5	33°29'03"	500.00'	292.21'	150.41'	286.06'	S81°16'29\"
C6	53°7'13"	500.00'	49.05'	24.54'	49.03'	N87°20'34\"
C7	15°44'37"	500.00'	137.38'	69.13'	136.96'	N70°01'29\"
C8	28°14'56"	500.00'	298.10'	152.00'	295.55'	S71°05'20\"
C9	17°03'12"	505.00'	150.31'	75.71'	149.75'	N84°50'48\"
C10	21°59'35"	495.00'	190.01'	96.19'	188.84'	S67°19'00\"
C11	90°00'00"	25.00'	39.27'	25.00'	35.36'	N78°40'48\"
C12	6°42'21"	535.00'	62.82'	31.34'	62.58'	N59°40'24\"
C13	8°11'52"	535.00'	78.49'	36.31'	78.43'	N62°07'19\"
C14	2°09'19"	535.00'	20.12'	10.06'	20.12'	N72°7'44\"
C15	49°40'47"	25.00'	21.68'	11.57'	21.00'	S48°32'00\"
C16	37°43'09"	60.00'	39.50'	20.50'	38.79'	N43°33'11\"
C17	51°19'20"	60.00'	53.73'	28.82'	51.98'	N87°03'56\"
C18	51°18'20"	60.00'	53.73'	28.82'	51.95'	S41°37'44\"
C19	49°21'02"	60.00'	51.68'	27.57'	50.10'	S84°15'7\"
C20	71°54'39"	60.00'	75.30'	43.52'	70.46'	S69°19'47\"
C21	17°46'04"	60.00'	18.61'	9.38'	18.53'	N85°49'51\"
C22	49°40'47"	25.00'	21.68'	11.57'	21.00'	S81°43'13\"
C23	3°49'05"	475.00'	31.85'	15.83'	31.85'	N71°27'51\"
C24	11°35'30"	475.00'	88.86'	49.61'	88.68'	N63°35'34\"
C25	138°37'	475.00'	10.86'	5.43'	10.86'	N66°58'31\"
C26	90°00'00"	25.00'	39.27'	25.00'	35.36'	S11°01'12\"
C27	4°42'47"	465.00'	38.29'	18.14'	38.24'	S58°40'30\"
C28	12°14'47"	465.00'	99.39'	49.88'	99.20'	S87°09'23\"
C29	5°02'00"	465.00'	40.85'	20.44'	40.84'	S75°47'47\"
C30	18°49'18"	25.00'	8.21'	4.14'	8.18'	S87°43'28\"
C31	30°51'30"	25.00'	13.46'	6.90'	13.30'	N67°28'11\"
C32	85°29'35"	60.00'	68.24'	36.34'	64.62'	S84°35'13\"
C33	51°18'20"	60.00'	53.73'	28.82'	51.95'	N37°10'49\"
C34	51°18'20"	60.00'	53.73'	28.82'	51.95'	N147°31'31\"
C35	31°18'20"	60.00'	53.73'	28.82'	51.95'	N65°28'51\"
C36	4°42'47"	465.00'	63.13'	31.54'	60.85'	N59°40'24\"
C37	49°40'47"	25.00'	21.68'	11.57'	21.00'	N53°28'23\"
C38	5°59'21"	525.00'	54.88'	27.46'	54.85'	S75°19'07\"
C39	8°24'39"	525.00'	77.07'	38.80'	77.00'	S68°07'06\"
C40	73°53'44"	525.00'	69.57'	34.84'	69.50'	S60°06'59\"
C41	41°56'32"	205.00'	150.07'	78.57'	146.74'	S107°26'5\"
C42	97°03'51"	25.00'	42.40'	28.35'	37.50'	N28°44'36\"
C43	8°33'46"	465.00'	69.49'	34.81'	69.43'	N81°36'54\"
C44	29°24'38"	535.00'	278.17'	141.24'	273.11'	S74°14'24\"
C45	90°00'00"	25.00'	39.27'	25.00'	35.36'	S78°40'48\"
C46	74°56'13"	50.10'	65.53'	36.40'	60.96'	N71°08'54\"
C47	88°12'54"	25.00'	38.49'	24.23'	34.80'	N59°47'38\"
C48	90°00'00"	25.00'	39.27'	25.00'	35.36'	N119°13'2\"
C49	06°05'48"	1050.00'	111.72'	55.91'	111.66'	S85°47'44\"
C50	31°14'	1050.00'	59.32'	29.67'	59.32'	S81°07'44\"
C51	14°42'29"	1050.00'	269.54'	135.51'	268.80'	S72°09'23\"
C52	22°22'17"	365.00'	142.59'	72.18'	141.61'	N75°59'17\"
C53	22°22'17"	350.00'	136.66'	69.21'	135.79'	N75°59'17\"
C54	09°23'39"	365.00'	59.85'	29.92'	59.78'	S80°04'45\"
C55	01°28'56"	365.00'	9.23'	4.62'	9.23'	S82°42'27\"
C56	94°23'50"	10.00'	16.48'	10.80'	14.67'	S67°02'45\"
C57	00°48'29"	1065.00'	15.02'	7.51'	15.02'	S83°12'08\"
C58	01°26'56"	350.00'	8.85'	4.43'	8.85'	S82°42'27\"
C59	94°23'50"	25.00'	41.19'	27.00'	38.69'	S67°02'45\"
C60	05°12'44"	1075.00'	97.79'	48.83'	97.78'	N85°14'15\"
C61	18°49'45"	1075.00'	351.29'	178.25'	351.69'	N74°13'01\"
C62	86°36'20"	25.00'	38.66'	24.40'	34.92'	S30°00'40\"

LEGEND

- PERMANENT REFERENCE MARKER (P.R.M.)
- 4x4 CONCRETE MONUMENT SET (LB 4709) UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (P.C.P.)
- 4x4 CONCRETE MONUMENT OR NAIL/BUSH SET (LB 4709) UNLESS OTHERWISE NOTED
- LOT CORNER, SEE NOTE #4
- EASEMENT BOUNDARY
- CENTRAL ANGLE
- LB LICENSED BUSINESS
- RLS REGISTERED LAND SURVEYOR
- P.S.M. PROFESSIONAL SURVEYOR/MAPPER
- R RADIUS
- L ARC LENGTH
- Δ CENTRAL ANGLE
- CD CHORD DISTANCE
- P.O.B. POINT OF BEGINNING
- R & C ROAD & GAP
- R/W RIGHT-OF-WAY
- C/M CONCRETE MONUMENT
- RL RADIAL LINE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- O.R.B. OFFICIAL RECORD BOOK
- (N-T) NON-TANGENT

19451-1  
19451-3 thru 11  
RECEIVED  
SEP 26 2006  
PDS  
ALTA MONTE SVC. CENTER

PREPARED BY:  
**ESBNEY & ASSOCIATES, INC.**  
ENGINEERS  
SURVEYORS  
PLANNERS  
LB 4709

POINT OF COMMENCEMENT  
WEST 1/4 CORNER  
SECTION 9-23-26