

# Exhibit 2A

## MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR EVEREST PLACE

This document was prepared by and should be returned to:

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**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EVEREST PLACE**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** (hereinafter referred to as the “Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **GMR ORLANDO DEVELOPMENT I, LP**, a Florida limited partnership, (hereinafter referred to as “Declarant”).

**WITNESSETH:**

**WHEREAS**, Declarant is the record owner of certain real property located in Osceola County, Florida, as defined herein, and which is more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (hereinafter referred to as the “**Property**”);

**WHEREAS**, Declarant desires to ensure that the development of the Property will proceed pursuant to a uniform plan of development with consistently high architectural, environmental and aesthetic standards which is known and shall hereafter be known as “Everest Place” (hereinafter referred to as the “**Project**”); and

**WHEREAS**, Declarant desires that all of the Project be subjected to certain restrictive covenants for the mutual benefit and protection of itself and all persons, corporations, partnerships or entities who may hereafter purchase or lease property within the Project;

**NOW THEREFORE**, Declarant does hereby impose upon the Property those covenants, conditions, restrictions, reservations, assessments, and easements hereinafter set forth which shall be binding upon and enforceable against each and every person, corporation, partnership or other entity who or which shall hereafter own all or any portion of the Project or any right, title, interest or estate therein.

**ARTICLE I.  
GENERAL**

1.1 Definitions. The following words, and terms, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

1.1.1 “CDD” shall mean Everest GMR Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes.

1.1.2 “CDD Improvements”: The Improvements within the Property owned by the CDD, including the utility systems, roadways, stormwater management system, and a pedestrian promenade.

1.1.3 “Common Areas” shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of the Project, owned by Declarant, maintained by Declarant, or in which Declarant otherwise has an interest, or which is dedicated or devoted to or otherwise available for the common use, enjoyment or benefit of the Owners (as defined herein). Any property owned by the CDD shall not be deemed Common Areas pursuant to the Declaration.

1.1.4 “Common Area Expenses” shall mean and refer to the costs of maintaining, operating, administering and carrying out the purposes, functions and duties of the, including but not limited to payment of any annual or Special Assessments (as defined herein).

1.1.5 “Declarant” shall mean and refer to GMR Orlando Development I, LP, a Florida limited partnership, and its designated successors and assigns and shall include any person or entity to whom Declarant may expressly assign, convey or transfer all or a portion of its rights, privileges, duties and obligations as Declarant hereunder.

1.1.6 “Improvements” shall mean and include any and all buildings, outbuildings, structures, utilities, parking or loading areas, roadways, driveways, walkways, storage areas, fences, walls, hedges, landscaping, poles, ponds, lakes, signs, lighting fixtures and all other structures and facilities of any kind or nature constructed or located on any Site or the Property and any replacements, additions, modifications or alterations thereto.

1.1.7 “MDRC” shall mean the Master Design Review Committee appointed in accordance with Article 3, Section 3 hereof, the duties of which are set forth in said Section 3.

1.1.8 “Owner” shall mean the record owner of the fee simple title to a Site within the Property, or if so designated in a notice by the owner of the fee simple title to a Site, the lessee under a ground lease of an entire Site.

1.1.9 “Property” shall mean and refer to the real property, including any improvements thereon, described on Exhibit “A” and such additional property as may be brought within the jurisdiction of the Project by Declarant as hereinafter provided. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

1.1.10 “Regulations” shall mean all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Property or any Improvements constructed or located therein.

1.1.11 “SFWMD” shall mean the South Florida Water Management District

1.1.12 “SFWMD Permit” shall mean Environmental Resource Permit Number 49-106852-P. A Notice of Environmental Resource Permit is recorded in the Official Records of Osceola County at OR Book 2526, Page 2038.

1.1.13 “Signs” shall mean all names, insignia, trademarks, logos and descriptive words or material of any kind affixed, inscribed, erected or maintained upon the Property or upon any Improvement located thereon.

1.1.14 “Site” shall mean each separate parcel of real property within the Property (as shown on the plat thereof) other than Common Areas and Special Common Areas, which is initially sold or conveyed by Declarant or its designated successor (or the current Owner of any portion of the Property as it may now exist or later exist if additional property is added thereto) as such Site is described in the initial instrument of conveyance by Declarant (or such other party), and each separate parcel of real property within the Property now or hereafter developed by Declarant with building(s) and other Improvements thereto.

1.1.15 “Special Common Areas” shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of the Project located on property to which title is held by a third party, including but not limited to, property owned by any governmental entity or agency, whereby the Declarant may be responsible for the costs of maintenance, repair or refurbishment so long as the need for such maintenance, repair or refurbishment with respect to such Special Common Areas shall be for the reasonable benefit of the Owners.

1.1.16 “Supplemental Declaration” shall mean any declaration to be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of adding additional property to the Property.

1.1.17 “Surface Water Management System Facilities” shall mean and refer to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas located within or serving the Property. The Surface Water Management System Facilities are located on land that is (i) designated as Common Area or Special Common Area under this Declaration, (ii) owned by the Declarant, or (iii) subject to an easement in favor of the Declarant and its successors and/or assigns.

1.1.18 “SWMSF” shall mean the Surface Water Management System Facilities.

1.2 Additions to Property Subject to Declaration. Additional Property may become subject to this Declaration in the following manner:

1.2.1 Declarant, in its sole discretion, may at any time commit additional property owned by Declarant to the scheme of this Declaration by filing of record any supplemental Declaration (as defined herein), which need only be executed by Declarant and does not require the execution or consent of the Owners.

1.2.2 Declarant may also commit additional property owned by another party to the scheme of this Declaration by filing of record a Supplemental Declaration which need only be executed by Declarant and the owner of the additional property to be brought under the terms hereof, and does not require the execution or consent of any other Owners whatsoever.

1.2.3 Such Supplemental Declaration as contemplated in Section 1.2.1 or Section 1.2.2 above may contain covenants and restrictions to which the properties described therein shall be subject. Such Supplemental Declaration may contain additions, deletions and modifications with respect to the property covered thereby from those set forth in this Declaration as may be necessary to reflect the different character of the properties so added. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by previously filed Supplemental Declarations for any other portion of the Property nor shall such Supplemental Declaration in any way change the provisions hereof with respect to the Property unless such change is in compliance with the amendment provisions of Article 8 hereof.

1.2.4 Upon a merger or consolidation of the Declarant with another entity, its properties, rights and obligations may be transferred to another surviving or consolidated entity or, alternatively, the properties, rights and obligations of another entity may be added to the Declarant as a surviving entity pursuant to a merger. The surviving or

consolidated entity shall administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

## **ARTICLE II. ASSESSMENTS AND ASSESSMENT LIENS**

2.1 Covenants for Assessments. Declarant hereby covenants, and each Owner of any Site within the Property by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Declarant: (a) annual assessments or charges (as specified in Article II, Section 2.5 hereof); and (b) Special Assessments for capital improvements or extraordinary expenses (as specified in Article II, Section 2.6 hereof), all of such assessments to be reasonably fixed, established and collected from time to time as hereinafter provided.

2.2 Purpose of the Assessments. The assessments levied by the Declarant shall be used exclusively to promote the common use, enjoyment and benefit of the Owners; to provide for the beautification, maintenance, security, street lighting, signage, and preservation of the Property for the benefit of the Owners, and the Common Areas and Special Common Areas, if any; and for, without limitation, the care, insurance, maintenance, repair and replacement of all Common Areas and Special Common Areas, if any; and the drainage and landscaping of Improvements located thereon or associated therewith, and all drainage and utility facilities and structures or public Improvements located thereon (to the extent not maintained by any governmental authority or other third party). Such purposes of assessments levied by the Declarant shall expressly include, but not be limited to, financing the operation, replacement and maintenance of the Surface Water Management System Facilities, which assessments may be in the form of Annual Assessments or Special Assessments (as hereinafter defined) or a combination thereof. Provided, however, that no assessments shall be required for the foregoing purposes to the extent that the CDD assumes ownership or responsibility to operate and maintain the Surface Water Management System and any other Common Area or Special Common Area.

2.3 Budget. At least forty-five (45) days prior to the beginning of each fiscal year, the Declarant shall approve a budget (the “**Budget**”) which shall estimate all of the Common Expenses to be incurred by the Declarant during such upcoming fiscal year. The form of the Budget will be in a reasonably detailed form so as to enable Owners to see the individual costs expected to be incurred. The Declarant shall cause the Budget to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. In the event the Declarant shall fail to approve and propose a budget, then the budget for the preceding year shall continue in effect until such time as a new, acceptable budget has been approved and adopted.

2.4 Property Management. For so long as Declarant or an affiliate of Declarant owns any portion of the Property located within the Project (including any additional Property added to the scheme of this Declaration pursuant to Section 1.2 hereof), Declarant shall have the right to select the property management firm to perform the property management duties for the Project; provided, however, the fees to be paid to any property management firm selected by Declarant shall not exceed the market rate for fees paid to firms managing similar resorts in Osceola, County, Florida.

2.5 Annual Assessment. The actual cost of such care, maintenance, repair and replacement, together with reasonable costs associated with the administration of such care, maintenance and repair, as described in Article II, Section 3, above, shall be borne pro rata by each Owner of a Site within the Property based on the square footage of each Owner's Site(s) in comparison to the square footage of all Sites combined. In order to provide a fund for the aforesaid purposes, each Owner shall pay to the Declarant an "Annual Assessment" which shall be determined prior to the beginning of each fiscal year in the Budget. The Annual Assessment provided for herein for calendar year 2024 shall not exceed \$\_\_\_\_\_ per square foot. Should such Annual Assessment be insufficient to generate funds to pay the aforementioned costs of care, maintenance and repair for any particular fiscal year, the Annual Assessment may be increased by the Declarant.

2.6 Special Assessments. In addition to the Annual Assessments authorized by Article II, Section 3 hereof, the Declarant may levy in any assessment year or years a "Special Assessment" for the purpose of defraying, in whole or in part: (i) the reasonable costs of any construction or reconstruction, maintenance, repair, replacement or replacement reserve of any Improvement within or forming a part of the Common Areas or the Special Common Areas, including the necessary fixtures and personal property related thereto, provided that such construction, maintenance, repair, replacement or reserve is reasonably beneficial to the Owners of the Project; (ii) the actual costs of any construction, reconstruction, maintenance, repair, replacement or replacement reserve of any Improvements within or forming part of the Common Areas or Special Common Areas, including the necessary fixtures and personal property related thereto, which are required by applicable governmental authorities asserting jurisdiction over the Project, including, without limitation, costs associated with Improvements relating to the health, safety and welfare of the Owners within the Project, such as traffic control, regulation and signalization; or (iii) any shortfall arising from the fact that the Annual Assessment is insufficient to pay for the costs contemplated herein, including the reasonable costs of care, maintenance, repairs or replacements, provided that such care, maintenance, repairs or replacements are reasonably beneficial to the Owners and the Project. Notwithstanding the foregoing, no Special Assessments may be levied with respect to capital costs associated with the initial construction of infrastructure Improvements associated with the Project, such as private roads and drainage retention/detention ponds benefiting the Project to be constructed by, for or on behalf of Declarant or the CDD. The amount of any such Special Assessment shall be paid by each Owner in the same proportions as the Annual Assessment described in Article II, Section 2.5, above.

2.7 Commencement Date of Annual Assessment. The first Annual Assessment provided for herein shall commence upon the first sale or transfer of title of any Site by Declarant (prorated for such year) and shall continue thereafter from year to year.

2.8 Due Date of Assessments. The first Annual Assessment shall become due and payable at such time as title to a Site is transferred from Declarant. This first Annual Assessment shall be prorated as of the date of closing on the basis of a 365 day year. Annual Assessments for each subsequent year shall become due and payable in advance on January 1st of each such year and shall be delinquent if not paid by the January 20th of such year. The due date and delinquent date of any Special Assessment shall be fixed in the resolution of the Declarant authorizing such assessment.

2.9 Liability for Assessments. Assessments (both Annual and Special) levied pursuant to this Declaration, together with interest, costs and such reasonable attorneys' fees as may be associated with the collection thereof (whether suit be brought or not) shall be a charge and a continuing lien upon the Site with respect to which any such assessment is made or levied and shall relate back to the date of recording of this Declaration. Additionally, each such assessment, together with interest, costs and reasonable attorneys' fees associated with the collection thereof, as aforesaid, shall also be the joint and several personal obligation and liability of each Owner of a Site within the Property from the time such assessment is made or levied. Such personal liability for assessments made or levied pursuant to this Declaration prior to the conveyance of a particular Site shall not, by virtue of any such conveyance, pass to such Owner's successor in title, except that the lien of such assessment shall follow the title to the Site from and after the recording of the notice of assessment lien referred to in Article II, Section 2.10 below.

2.10 Effect of Nonpayment of Assessments. Any assessment which has not been paid prior to its delinquency date shall bear interest from the due date at the lesser of the maximum rate of interest allowed by law or eighteen percent (18%) per annum. Upon the failure of any Owner to pay a required assessment within seven (7) days following written notice of such delinquency from the Declarant, the Declarant may record among the Public Records of Osceola County, Florida a notice of assessment lien against the Site against which such assessment is made and the Owner against whom the lien is filed shall pay the cost of preparation and filing of such assessment lien in addition to the amount of the lien, and any attorneys' fees of the Declarant incurred in connection with the enforcement or collection thereof, with interest on all such sums from the date incurred or due at the highest rate allowed by law until paid in full. At any time after seven (7) days following delivery of the notice of delinquency if the assessment has not been paid in full, the Declarant may bring an action at law against the Owner personally obligated to pay the same and may foreclose its assessment lien against the Site covered thereby as hereinafter contemplated. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or Special Common Areas or abandonment of such Owner's Site.



2.11 Subordination of Assessment Lien to Mortgages. The lien of the assessments provided for herein shall date from and have priority as of the date of recording of this Declaration; provided, however, such lien shall be subordinate to the lien of any bona fide mortgage on the Property or any Site therein which is recorded among the Public Records of Osceola County, Florida prior to the recording of the said notice of assessment lien. The sale, transfer or lease of any such Site shall not affect the validity or viability of an assessment lien; provided, however, that the sale or transfer of any such Site pursuant to proceedings in foreclosure of a bona fide mortgage (or a conveyance in lieu of foreclosure of such mortgage) which was recorded among the Public Records of Osceola County, Florida prior to the recording of any such notice of assessment lien shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer of a Site shall relieve such Site or the Owner thereof from the personal obligation or liability for the payment of any assessments thereafter becoming due or from the lien thereof.

2.12 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article II, but unpaid, shall (together with interest and costs of collection, including reasonable attorneys' fees as hereinafter provided), upon recording of the notice provided for in Article II, Section 2.10 herein, become a continuing lien and charge on the Site covered by such assessment, which shall bind the Owner thereof, and his heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the same Site, except only for mortgages in the manner contemplated in Article II, Section 2.11 hereof. The Declarant may institute suit against the Owner personally obligated to pay the assessment or for foreclosure of the aforesaid lien against the Site, or both. In any foreclosure proceeding, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Declarant. The Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

2.13 Certificate of Assessments Due. The Declarant shall furnish upon written request a certificate setting forth whether assessments or other amounts due the Declarant on a particular Site within the Property have been paid. A properly executed certificate of the Declarant as to the status of assessments on a particular Site shall be binding upon the Declarant as of the date of its issuance.

2.14 Declarant Records. The Declarant shall maintain books of account for all Annual and Special Assessments for Common Expenses and the receipt and disbursement of all funds collected and disbursed on account thereof. Said books of account shall be maintained by the Declarant at its offices within the Project, or at any other place within Osceola County or Orange County and shall be available for inspection by Owners and Mortgagees holding a bona fide mortgage on any portion of the Property, including any of the Sites, or authorized representatives of the Owners upon reasonable notice during regular business hours.

2.15 Properties Exempt. All Common Areas and Special Common Areas as defined in Article I hereof, any Common Areas and Special Common Areas designated on any recorded plat filed by Declarant, any portion of the Property which is not a Site, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempt from assessments and liens created herein; provided, however, that easement areas within any Site shall not be exempt from assessments and liens herein created regardless of the status of any such easement areas as Common Areas or Special Common Areas.

### **ARTICLE III. RESTRICTIONS ON IMPROVEMENTS**

3.1 Generally. The MDRC shall consist of not less than three (3) and not more than seven (7) persons and shall be appointed and removed by the Declarant. No Improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any Site or portion of the Property until plans and specifications, in such form and detail as the MDRC may deem reasonably necessary, shall have been submitted to and approved in writing by the MDRC. Except as otherwise specifically set forth herein, the decision of the MDRC shall be final, conclusive and binding upon the applicant.

3.2 Governmental Regulations. All buildings, structures and other Improvements located or constructed within the Property shall comply with all applicable Regulations, as the same may be amended from time to time.

3.3 Design Review. No construction or exterior alteration of buildings, utilities, signs, pavement, fencing, landscaping and other Improvements may be initiated without the review and prior approval of the plans and specifications for such construction or alteration by the MDRC.

The MDRC shall either approve or disapprove any plans or other materials submitted to it within thirty (30) days from the date of submission. The failure of the MDRC to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of said plans or other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and the Everest Place Design Guidelines (2022), as the same may be amended from time to time (the “**Design Guidelines**”). Nothing herein contained shall be construed so as to require the submission of plans or specifications for or the approval by the MDRC of (i) any Improvements (including roadway, parking, drainage and utility facilities) constructed or installed within the Property by or on behalf of Declarant, and (ii) the alteration of the interior of an existing building, or the approval thereof, unless any planned interior alteration will substantially change the primary use of the building, structure or Improvement affected by such alteration or such interior alteration would be visible from the exterior of the Site.

The MDRC shall have the right to approve or disapprove any plans and specifications submitted to the MDRC in the exercise of its full and complete discretion. The MDRC may take into consideration any factors it deems appropriate, including but not limited to consideration of aesthetics as the MDRC deems fit, harmony of external design, and location of proposed Improvements in relation to surrounding structures and topography. The review shall be in accordance with the terms of this Declaration, as well as the Design Guidelines and the reasonable rules and regulations for the Project adopted by the Declarant as any of the foregoing may be amended from time to time. The MDRC shall have the power to promulgate the initial Design Guidelines; provided, however, any amendments to the Design Guidelines shall be proposed by the MDRC and approved by the Declarant. The Design Guidelines shall be set forth in writing and made available to all Owners, but shall not be recorded in the public records. The Design Guidelines may include any and all matters considered appropriate by the MDRC which are not inconsistent with the provisions of this Declaration, including but not limited to, height limitations; setback lines; landscaping standards; stormwater retention; exterior wall specifications; driveway and parking area standards; considerations of access, storage, loading and refuse areas; standards for and/or restrictions against temporary Improvements, antennae, utilities, air-conditioning equipment, exterior lighting, signs, buildings, waste disposal, excavation, wells, storage tanks, mailboxes, and storage of materials and equipment. All terms and requirements of the Design Guidelines, as they may be amended from time to time, shall be binding upon each Site within the Property and each Owner thereof, to the full extent as if such terms and requirements were incorporated in this Declaration and made a part hereof.

3.4 Commencement and Completion of Construction. In the event construction on a Site for which plans and specifications have been approved does not commence within one (1) year of such approval, it shall be necessary to resubmit the plans and specifications to the MDRC for a renewal of any approval granted by the MDRC. After commencement of construction of any Improvements upon a Site, such construction shall be diligently and continuously prosecuted to completion so that such Improvements shall not remain in an unfinished condition any longer than is reasonably necessary for completion thereof. The Owner of a Site on which Improvements are being constructed shall at all times during the construction period keep all streets or roads contiguous or adjacent to the Site, as well as the Common Areas and adjacent Sites, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

3.5 Limitation of Liability. Neither Declarant, the MDRC, nor the individual members, employees, agents, successors or assigns of any of them shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications, variance or other matters.

4.6 Variances. The MDRC shall be authorized to grant variances from any provision of the Design Guidelines, owing to special conditions and/or circumstances whereby a literal

enforcement of the provisions thereof would result in hardship or would not further the general purposes of this Declaration, in accordance with the procedures for granting such variances more fully set forth in the Design Guidelines. Any such variance is considered to be conclusive evidence of the entitlement to such variance.

**ARTICLE IV.  
USE RESTRICTION AND ADDITIONAL PROTECTIVE COVENANTS**

4.1 Use. To the extent that a particular proposed use shall otherwise comply with the covenants, conditions and restrictions set forth in this Declaration, the following uses shall be permitted on the Property:

a. Hotel, resort, tourist commercial, multifamily residential, retail, professional office, and similar uses permitted pursuant to applicable zoning, with related buildings, appurtenances, facilities, and personal properties, but only to the extent that such facilities are incidental to the foregoing uses;

b. Uses reasonably incidental to or in support of any facilities or Improvements located or constructed on a Site and uses reasonably incidental to or in support of activities or operations conducted on a Site which is devoted to a use permitted pursuant to the provisions of subparagraph (a) of this Section 5.1.

c. Notwithstanding any other provision contained in this Declaration, Declarant shall have the authority to grant exclusive use rights with regard to the Property to initial purchasers of Sites, their successors, assigns and tenants, if applicable, by way of filing a supplement to this Declaration, which Supplemental Declaration shall not require the joinder of, but shall be binding on, existing Owners, so long as such exclusive rights are not for uses currently existing on the Property.

No uses other than the foregoing shall be permitted except with the express written consent and approval of the Declarant.

4.2 Subdivision. A Site shall not be subdivided or a portion thereof sold, conveyed or transferred by any person or entity other than Declarant without the prior written consent of the Declarant.

4.3 Nuisance Factors and Hazards. No business, trade, activity, or operation shall be conducted on any Site which shall be noxious, offensive, illegal, or which shall cause an emission of dust, smoke, odors, fumes, radiation, noise or vibrations which may be or become a nuisance or an unreasonable annoyance to the occupants of any adjacent or neighboring Site. All on-site operations and activities shall be conducted with reasonable and appropriate precautions against radiation, radioactivity, fire, explosion and other hazards.

4.4 Maintenance. Each Site and all Improvements located thereon shall at all times be kept and maintained in a safe, wholesome, attractive and clean condition, and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In the event of a violation of or failure to comply with the foregoing requirements and the failure or refusal of the Owner of the affected Site, within fifteen (15) days following written notice from the Declarant of such violation or non-compliance and the nature thereof, to cure such violation, then the Declarant or its appointed agents or employees shall have and are hereby granted the right and privilege and an easement and license to enter upon the Site or any portion or portions thereof or Improvements located thereon for the purpose of undertaking such acts or actions, as may be reasonably necessary to cure or eliminate such violation; all at the sole cost and expense of the Owner of the affected Site. Such costs and expenses, together with an overhead expense equal to fifteen percent (15.0%) thereof shall be assessed to and paid by the Owner of the affected Site to the Declarant within fifteen (15) days after receipt of written notice of the amount due therefor. Any such assessment not paid within said fifteen (15) day period shall become a lien on the Site in accordance with the provisions of this Declaration.

4.5 Outside Storage. No materials, signs, equipment, finished products, semi-finished products, or articles of any nature including, without limitation, boats, trailers, recreational vehicles, etc., shall be stored or permitted to remain on or about any Site outside the building(s) located thereon. Notwithstanding anything in this subparagraph to the contrary, construction material may be stored on a Site during the construction phase of any building or other Improvement on such Site.

4.6 Building Mechanical Equipment. All mechanical equipment servicing a Site, including roof mounted equipment, shall be screened so as to enhance the architectural design of the building to which it is attached, subject to the approval of the MDRC. Microwave, satellite and television dishes or radio antennae may be mounted on the roof or exterior of any building only in such a fashion as is approved by the MDRC pursuant to the Design Guidelines.

4.7 Signage. No signage shall be erected or placed on the exterior of any building located on a Site, on the ground thereof or in the interior of any building (if such signage can be seen or read from any roadway areas) unless and until the same (i) complies with the signage standards as set forth in applicable Regulations and the Design Guidelines, and (ii) has been approved in writing by the MDRC.

4.8 Trash. All trash and garbage shall be placed in MDRC designated containers.

4.9 Painting. All painted surfaces shall be repainted on a regular basis as required to maintain exterior appearance in a clean, neat and orderly manner, as determined by the MDRC.

4.10 Wells. Without the prior written consent of Declarant, no well for the reduction of water, whether potable or for irrigation or other limited purposes, shall be dug, used or otherwise permitted on a Site.

4.11 Storage Tanks. No storage tanks, including but not limited to, those used for storage of water, propane gas or other fuels or chemicals shall be permitted on a Site unless first approved in writing by the MDRC. The MDRC may condition any such approval on reasonable requirements with respect thereto, taking into account the nature of the materials to be stored, the nature, size and location of the proposed storage tank, and the Design Guidelines.

4.12 Variances. The Declarant may grant variances for the restrictions contained herein, but the granting of such variances shall not be deemed to set a precedent or imply acquiescence regarding the enforcement of these restrictive covenants.

## **ARTICLE V. COMMON AREAS AND SPECIAL COMMON AREAS**

5.1 Easements of Enjoyment. All Owners shall have a right and easement of enjoyment in and to the Common Areas, including, without limitation, a right and nonexclusive easement in and to all lakes, ponds, ditches, canals, swales and other waterways which are now, or which shall hereafter become part of the Common Areas, for stormwater drainage purposes.

5.2 Easement over Interior Road. Subject to the provisions of Article V, Section 5.4 hereof, the Declarant and all Owners are hereby granted a non-exclusive easement for ingress, egress and utilities over, upon, under and across the private interior roadways and related facilities which form a part of the Common Areas, which shall be constructed through the interior of the Property as shown on the plat thereof.

5.3 Delegation of Use. Any Owner may delegate its right of enjoyment to the Common Areas and facilities to its tenants, invitees and licensees subject to such regulation as the Declarant deems reasonable, including the Declarant's right to absolutely deny tenants, invitees and licensees the use of certain portions of the Common Areas (other than the Common Areas intended and used for purposes of vehicular or pedestrian ingress and egress).

5.4 Governmental and Utility Uses. In addition to the foregoing rights of use over the Common Areas, there shall be, and Declarant hereby reserves and covenants for itself, and all future Owners upon the Property, a nonexclusive right of use or easement across the Common Areas for all utility purposes and governmental activities necessary to provide governmental and utility services, including but not limited to such services as power, electric, sewer, water, drainage, telephone, gas, irrigation, and, in particular, rights of use or easements for Osceola County utility, ambulance and rescue services, including, but not limited to, the right of the police to enter upon any part of the Common Areas for the purpose of enforcing applicable laws, and the right of all utility companies to install and maintain their equipment and facilities in areas designated by Declarant for such purposes. Provided, however, that Declarant or its successors and/or assigns shall be the exclusive provider of cable, fiber optic, internet and/or telecommunication systems (hereinafter referred to collectively as "**Telecommunication**").

**Services**”) and shall retain and reserve any and all rights title and interest to collect, assess, charge, assign, transfer, convey or sell the rights or licenses to provide any such Telecommunication Services to the Owners of each Site or any Improvements thereon, in accordance with Section 6.5 herein. Notwithstanding the foregoing, this Section 6.4 shall not be construed to grant to Osceola County or any other governmental or utility service provider the right of access to or use of any Improvements located outside the Common Areas.

5.5 Central Cable or Satellite Television Service, Telecommunication, Receiving and Distribution Systems. Declarant hereby reserves for itself and its successors and/or assigns the exclusive and perpetual right and easement (but not the obligation) to install, provide, repair, operate, replace, expand, remove, relocate and maintain (and solicit customers for) in the Sites and within all buildings and Improvements therein, any or all present or future systems and equipment, and services, including but not limited to the Telecommunication Services, provided over such systems and equipment, which are or may be developed for the purposes of: (i) transmitting a television picture, whether transmitted by cable, fiber optics, over the air, satellite, or any other means which may become technologically feasible in the future (including, without limitation, any wireless system, any closed circuit, master antenna or cable television system, ancillary safety-related services, and any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment); or (ii) a telecommunication (including, but not limited to voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring) receiving and distribution system, including conduits, wires, amplifiers, towers, antennae, satellite and other related apparatus and equipment (collectively, the “**Systems**”), all as Declarant in its sole discretion deems appropriate. Owners, by acceptance of a deed to a Site, hereby acknowledge and agree that the easement created in this Section 6.5 is a reservation of rights to Declarant and its successors and/or assigns, and that no fees, consideration or other amounts shall be paid to, or otherwise accrue in favor of any Owner with respect to the use of this easement. Such exclusive and perpetual right shall include, without limitation, Declarant’s right to select and contract with companies licensed to provide the foregoing services to the Sites and Improvements for a reasonable fee not to exceed the maximum allowable charge for such service, as such from time to time is defined by the laws, rules and regulations of the relevant government authority, if applicable.

5.6 Future Easements. Each Owner and its respective successors and assigns shall cooperate with Declarant and each other in the planning and granting of such other easements as may be reasonably necessary for the future development of the Property, as determined by Declarant, and which do not materially interfere with or adversely affect the present uses or future development of the Site to be encumbered by any such easement. The easements contemplated by this Section 6.6 may include, without limitation, those for ingress/egress, water, sewer, telephone, power, electric, drainage, utilities or other purposes reasonably related to the orderly development of the Property.

5.7 Title to Common Areas. The Declarant may encumber the Common Areas provided such encumbrances are solely to secure loans obtained for improving the Common Areas being encumbered and their lien is not superior to the provisions of this Declaration.

5.8 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

5.8.1 The right of Declarant to prescribe reasonable rules and regulations for the use, enjoyment and maintenance of the Common Areas and the Special Common Areas, including ponds, lakes and easements.

5.8.2 The right of the Declarant to sell and convey the Common Areas, or any part thereof. Following any such transfer to the CDD, the Declarant shall no longer have any duty to maintain or repair any portion of Common Area so sold or conveyed.

5.8.3 The right of the Declarant to borrow money for the purpose of improving the Common Areas and the Special Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof in connection with such borrowing.

5.8.4 The right of the Declarant to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure.

5.8.5 The right of the Declarant to suspend the easements of enjoyment of any Owner in the Common Areas and the Special Common Areas during which time any assessment levied under Article II hereof remains unpaid; provided, however, such suspension shall not be applicable to essential services and rights such as ingress, egress and utility services to such Owner's Site.

5.9 Cost of Maintaining Common Areas and Special Common Areas. The Declarant shall have the obligation to maintain the Common Areas and the Special Common Areas and public facilities located in or serving the Project. The costs of operating, maintaining, repairing and replacing the Common Areas and Special Common Areas and public facilities located in or serving the Project shall be paid for, proportionately by each Owner of a Site, through the assessments levied by the Declarant as contemplated herein.

## **ARTICLE VI. SURFACE WATER MANAGEMENT SYSTEM**

6.1 Construction Activities. No construction activities may be conducted on any portion of the Surface Water Management System Facilities, except as performed by or at the direction of the Declarant. Prohibited activities include, but are not limited to: digging or excavation;



depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities.

6.2 Operation and Maintenance. If the Declarant ceases to exist, all of the Owners subject to this Declaration shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the SFWMD Permit issued for the Project, unless and until an alternate entity assumes responsibility for the operation and maintenance of the Surface Water Management System Facilities.

7.3 SFWMD Enforcement. The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Declarant to compel it to correct any outstanding problems with the SWMSF or in mitigation or conservation areas under the responsibility or control of the Declarant.

## **ARTICLE VII. ENFORCEMENT**

7.1 Abatement and Suit. Declarant and the MDRC are each hereby granted the right to enter upon any Site at any reasonable time or times, upon reasonable prior written notice (except in an emergency), to inspect the same for the purpose of determining whether there is compliance with the MDRC approved plans and specifications or the terms and conditions of this Declaration. In the event of any violation or breach of any of the aforesaid, and in the further event that all such violations and breaches are not cured within thirty (30) days after written demand made upon the Owner by Declarant or the MDRC, or within sixty (60) days if such violation or breach cannot reasonably be cured within thirty (30) days provided that the Owner thereof begins curing the same within such thirty (30) day period and diligently continues to cure the same, Declarant shall have the right to: (i) pursue any and all remedies available at law or in equity; and (ii) to the extent such violation or breach affects or relates to portions of the Site other than the interior of an occupied Improvement, enter upon the portion of the Site upon which, or as to which, such violation or breach exists, and summarily to abate and remove, or to correct, repair or maintain, at the expense of the Owner thereof, any Improvement, thing or condition that may be or exist thereon contrary to the provisions hereof as interpreted by Declarant, Declarant shall not, by reason thereof, incur any liability or responsibility, whether criminal or civil, for trespass or any other action for such entry, abatement, removal, correction, repair, or maintenance or incur any other liability on account thereof. Provided however, in the event that the Owner objects to the written notice of violation or breach by Declarant, then such Owner shall send notice of its objection to the Declarant and the party giving the notice of violation or breach. The Declarant shall hold a hearing with the two parties. If the Declarant is not able to establish a settlement agreement between the parties, then either party may proceed to bring an action in the court of proper jurisdiction to resolve the dispute. Declarant and every Owner are further separately authorized to seek by legal proceedings, either in law or in equity,

appropriate remedies to abate or otherwise prevent a continuing breach of any provision of this Declaration. The amounts of all expenses incurred by Declarant pursuant to the provisions of this Article which are not paid by the defaulting Owner immediately on demand shall constitute a lien against the subject Site, shall bear interest until paid at the highest rate allowed by law and, upon the recording of a Notice of Lien with respect thereto, may be enforced by the appropriate legal proceeding in the same manner as a lien for an unpaid Assessment.

7.2 Attorneys' Fees and Liens. If in connection with any enforcement of this Declaration with respect to any Site, it shall be necessary or advisable to secure the services of an attorney, and Declarant prevails in any such enforcement action or process, then the reasonable fees of such attorney and all other costs of any contemplated or actual legal or equitable proceeding in connection with any such enforcement (whether before or at trial, on appeal, in bankruptcy or post judgment collection), shall be payable by the Owner of such Site. If such fees and other costs or any part thereof are not paid within ten (10) days after written demand therefore, the amount unpaid shall bear interest from the date thereof until paid at the highest interest rate allowed by law. If any such fees are not paid on the date thereof, the amount thereof, together with interest thereon as aforesaid, shall be and become a lien against such Site and may, upon the recording of a Notice of Claim of Lien with respect thereto, be enforced in the same manner as a lien for an unpaid assessment or, if such enforcement shall result in the repurchase of the Site by the Declarant, the amount of such lien shall be deductible from the repurchase price. In any legal or equitable proceedings for the interpretation or enforcement of, or to restrain the violation of, this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees and disbursements (at both trial and appellate levels) of the prevailing party or parties in such amounts as may be fixed by the court having jurisdiction over such proceedings.

7.3 Demand to Constitute a Nuisance. The result of every action or omission whereby any covenant or restriction set forth in this Declaration is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed by law or equity against any Owner or occupant of a Site shall be applicable against every such nuisance and may be exercised by Declarant, any other Owner or any of them.

7.4 Remedies Cumulative. All remedies provided herein or available at law or in equity shall be cumulative and not exclusive.

7.5 Failure to Enforce Not a Waiver of Rights. The failure of Declarant (or any other person or entity entitled to enforce this Declaration) to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other covenant or restriction.

7.6 Damages Inadequate. Damages for any breach of the covenants or restriction are hereby declared not to be adequate compensation and such breach and/or the continuance thereof may be enjoined or abated by appropriate proceedings by any person or entity entitled to enforce this Declaration as provided in this Article VII.

**ARTICLE VIII.  
DURATION, AMENDMENT AND TERMINATION**

Each of the covenants, conditions, restrictions, easements, and reservations contained herein shall continue and be binding upon Declarant, and its respective successors and assigns, and upon each Owner and all Owners from time to time of any portion of the Property, and all other persons, parties or legal entities claiming by, through or under any of them, for a period of thirty (30) years from the date of this Declaration, after which time such covenants, conditions, restrictions and reservations shall be automatically extended for successive periods of ten (10) years each, unless terminated or otherwise modified by the Declarant. Until such time as Declarant or an affiliate of Declarant no longer owns any portion of the Property located within the Project (including any additional Property added to the scheme of this Declaration pursuant to Section 1.2 hereof), the Declarant may, from time to time, in its reasonable discretion, and without requiring the joinder of any Owner or other parties, change, amend and modify this Declaration by written instrument duly executed by the Declarant and recorded among the Public Records of Osceola County, Florida. Any amendment proposed to this Declaration which would affect the SWMFS, conservation areas, or water management portions of the Common Areas will be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the SFWMD will so advise the permittee.

**ARTICLE IX.  
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES**

Any or all of the rights, powers, duties and reservations herein granted or reserved to or conferred upon Declarant may be assigned by Declarant to any person, corporation, partnership, limited partnership, trust, association or other legal entity who or which shall assume the obligations of Declarant pertaining to the particular rights, powers, duties and reservations so assigned, and upon the execution by any such person, corporation, partnership, limited partnership, trust, association or other legal entity of an instrument evidencing his or its acceptance of such assignment and his or its assumption of such duties, and the recordation of such instrument among the Public Records of Osceola County, Florida, he or it shall, to the extent of such assignment, have the same rights, powers and reservations and be subject to the same duties as are herein given or reserved to or conferred upon Declarant and Declarant shall be released therefrom.

**ARTICLE X.  
EXCULPATION**

Declarant shall not be liable or accountable in damages or otherwise to any Owner or occupant of property affected by this Declaration, or to anyone submitting plans or other

materials for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to the provisions of this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans or other materials for consent or approval pursuant to this Declaration, by the submission thereof, and each Owner or occupant of any Site, by acquiring title thereto or an interest therein, agrees that it will not bring any action, proceeding or suit against Declarant or any individual member or members or officer or officers thereof for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Further, each Owner of a Site agrees, by acquiring title to a Site or an interest therein, that it will unconditionally and absolutely defend, indemnify and hold Declarant and the individual members and officers thereof, and its respective successors and assigns harmless from and against any and all claim, cause of action, liability, loss, damage, cost and expense (including reasonable attorneys' fees) arising from or in connection with the design, construction, or structural soundness of any and all Improvements located or constructed on the Site owned, leased or occupied by them.

## **ARTICLE XI. MISCELLANEOUS PROVISIONS**

11.1 Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected in the Public Records of Osceola County, Florida, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

11.2 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

11.3 Effect of Invalidation. If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

11.4 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when deposited in the United States Mail,

postage paid and addressed to the last known address of the addressee. All such notices shall be sent certified mail, return receipt requested.

11.5 Encroachments. If (a) any portion of the Common Areas encroaches upon any other portion of the Property, (b) any other portion of the Property encroaches upon the Common Areas, or (c) any encroachment by or of the Common Areas shall hereafter occur as a result of (i) construction of any Improvement, (ii) settling or shifting of an Improvement, (iii) any alteration or repair to the Common Areas or any other portion of the Property, (iv) any repair or restoration of any Improvement or any of the Common Areas after damage by fire or other casualty, or (v) any taking by condemnation or eminent domain proceeding of all or any portion of any Improvements or portion of the Common Areas, then, in any such event, a valid right, leasehold or easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment by or of the Common Areas shall stand.

11.6 Zoning and other Regulation, Permits and Approvals. No Owner shall, without obtaining the prior written consent of the Declarant, which consent may be withheld in the reasonable discretion of the Declarant, directly or indirectly apply for or obtain or cause to be obtained (i) a change in the zoning classification of any Site or the Property, (ii) any conditional or special use permit relating to the use of any Site or the Property, (iii) any variance from any provision of law, including, but not limited, zoning and land use regulations, applicable to any Site or the Property, (iv) any subdivision plat or replat of any Site or the Property, or (v) an amendment or modification to any governmental permit applicable to any portion of the Property beyond the Site. Owners shall comply with all laws applicable to the Property.

11.7 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.8 Governing Law/Venue. This Declaration shall be governed, construed, applied and enforced in accordance with the laws of Florida including matters affecting title to all real property described herein. The venue for any legal action or suit commenced in connection with the interpretation, construction, validity, enforcement or performance of this Declaration shall be Osceola County, Florida

11.9 Waiver of Jury Trial. DECLARANT AND THE OWNERS HEREBY MUTUALLY, KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY, AND NEITHER OF THEM SHALL SEEK A TRIAL BY JURY, IN ANY LAWSUIT OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE) BASED UPON, ARISING OUT OF OR RELATED TO THIS DECLARATION OR AS A RESULT OF ANY RELATIONSHIP BETWEEN OR AMONG DECLARANT OR THE OWNERS. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE AND SHALL BE SUBJECT TO NO EXCEPTIONS..



**IN WITNESS WHEREOF**, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witnesses:

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

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

GMR Development Orlando I, LP, a Florida  
limited partnership

By: GMR Development Orlando, Inc. a  
Florida corporation  
As its: General Partner

By: \_\_\_\_\_  
Name: Zafir Rashid  
As Its: President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Zafir Rashid, as President of GMR Development Orlando, Inc. a Florida corporation, as general partner of GMR Development Orlando I, LP, a Florida limited partnership, on its behalf. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION

The land referred to herein below is situated in the County of OSCEOLA, State of FL, and is described as follows:

The West 1/2 of Section 4, Township 25 South, Range 27 East, lying North of Oak Island Road a/k/a Funie Steed Road, and lying South of State Road 530 and lying Westerly of State Road 429 (Western Beltway), Osceola County, Florida.

Less and Except that part conveyed in Stipulated Order of Taking recorded in Official Records Book 1948, Page 719, Public Records of Osceola County, Florida.

MORE PARTICULARLY DESCRIBED AS AND ONE AND THE SAME AS FOLLOWS:

A parcel of land located in the West half of Section 4, Township 25 South, Range 27 East, Osceola County, Florida. Said parcel being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of said Section 4; thence South 89°53'46" West, along the South line of said Section 4, a distance of 113.43 feet; thence leaving said line run North 03°43'08" West, a distance of 143.27 feet to the Point of Beginning; said point being at the intersection of the North right of way of Oak Island Road and the West right of way of S.R. 429, (per F.D.O.T. map, F.P. No. 403497-3); thence leaving said point, run along said North right of way the following three courses, North 55° 10' 27" West, a distance of 1501.21 feet to the point of curvature of a curve to the left, having a radius of 680.00 feet, and a central angle of 28° 09' 44"; thence along the arc of said curve a distance of 334.24 feet to the point of tangency,; thence North 83° 20' 10" West, a distance of 1020.88 feet to the West line of said Section 4; thence along said line the following two courses; North 00° 43' 17" East, a distance of 1433.97 feet to the West quarter corner of said Section 4; thence North 00° 32' 30" East, a distance of 2538.65 feet to a point on a non-tangent curve concave Southerly, having a radius of 34277.47, a chord bearing of South 89°43'06" East, and a chord distance of 337.46 feet; said curve also being the South right of way of State Road 530 (per said F.D.O.T. map and Official Records Book 1948, Page 719); thence along the arc of said curve through a central angle of 0°33'51", a distance of 337.46 feet to the point of tangency; thence continue along said right of way, South 89° 26' 11" East, a distance of 342.59 feet to the beginning of the limited access right-of-way of said S.R. 429; thence continue South 89°26'11" East, along said limited access right-of-way, a distance of 209.33 feet; thence South 88° 14' 46" East, along said limited access right-of-way, a distance of 1062.58 feet to the aforesaid West right of way of S.R. 429;



thence run along said right of way the following eighteen courses; South 00° 33' 49" West, a distance of 86.74 feet; to the point of curvature of a curve to the left, having a radius of 694.00 feet, and a central angle of 12° 37' 47"; thence along the arc of said curve a distance of 152.98 feet to the point of tangency; thence South 12°03' 58" East, a distance of 409.65 feet; thence South 80° 14' 09" West, a distance of 268.02 feet; thence South 12° 02' 37" East, a distance of 314.47 feet; thence South 09° 45' 51" East, a distance of 193.45 feet; thence South 40° 45' 41" East, a distance of 245.89 feet; thence South 05° 21' 29" East., a distance of 193.34 feet; thence South 39° 38' 31" West, a distance of 141.42 feet; thence South 05° 21' 29" East, a distance of 160.00 feet; thence South 50° 21' 29" East, a distance of 141.42 feet; thence South 05° 21' 29" East, a distance of 286.03 feet; thence South 37° 12' 49" East, a distance of 326.12 feet; thence South 04° 51' 53" East, a distance of 660.06 feet; thence South 03° 43' 08" East, a distance of 724.17 feet; thence South 04° 51' 47" East, a distance of 601.03 feet; thence South 03° 43' 08" East., a distance of 551.27 feet; thence South 03° 43' 08" East, a distance of 32.00 feet to the Point of Beginning.