

This Instrument Was Prepared By,
Record and Return To:

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT ("Agreement") made and entered into this 6th day of December 2024 by BH PALM COAST 2626 LLC, a Delaware limited liability company (the "Developer"), and HAMMOCK DUNES OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("HDOA"). Developer and HDOA are referred to herein individually as a "Party," and collectively as the "Parties."


WITNESSETH:

Whereas, HDOA is a Florida not for profit corporation, which is the homeowners association for the residential community known as Hammock Dunes, located in Flagler County, Florida, in accordance with the Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes, recorded on May 18, 1989 at Official Records Book 392, Page 343 of the Public Records of Flagler County, as supplemented and amended from time to time ("HDOA Declaration"); any and all Rules, Resolutions, Policies and Guidelines adopted thereto; the Articles of Incorporation of Hammock Dunes Owners' Association, Inc., and By-Laws of Hammock Dunes Owners' Association, Inc., all as amended or supplemented from time to time (collectively referred to as "Governing Documents"); and

Whereas, HDOA has authority to enter into this Agreement and the HDOA Board of Administrators ("Board") has full authority to act on behalf of its Members within the confines of the Governing Documents; and

Whereas, Developer is the owner of Parcel Numbers 04-11-31-5720-00000-0020, 04-11-31-5720-00000-0030, 04-11-31-5820-00000-00B1 and 04-11-31-5720-00000-0010, and intends to construct two, twelve-story residential condominium buildings with one additional garage level (each, a "Condominium" and collectively, the "Condominiums") with 128 Dwelling Units, among other improvements (collectively, the "Project") on land located within Hammock Dunes, which

HDOA 

Developer 

property is more fully described in Exhibit "A" hereto and made a part hereof ("BH Property"); and

Whereas, the Flagler County Board of County Commissioners entered into that certain Essentially Built-out Agreement Pursuant to Section 380.06(15)(G)(4), Florida Statutes, for the Hammock Dunes DRI, recorded at Official Records Book 1851, Page 842, Public Records of Flagler County, Florida, which vested the development of the BH Property with two Condominiums and 128 residential units pursuant to Land Development Permit No. 2006030199; and

Whereas, the BH Property is also subject to the South Towers at Hammock Dunes plat recorded at Map Book 35, Page 71, Public Records of Flagler County, Florida (the "Plat"), which provides for the two Condominiums on Lot 2 and Lot 3 of said Plat; and

Whereas, the BH Property is part of the Total Property subject to the HDOA Declaration and was made Committed Property pursuant to the Twenty Fourth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes, recorded at Official Records Book 0917, Page 1966, in the Public Records of Flagler County, Florida (the "24th Supplement"); and

Whereas, Developer desires, and HDOA consents to, an increase in the height of each Condominium to 12 stories plus one additional garage level, but with no increase in the number of permitted Dwelling Units, subject to the terms of this Agreement below; and

Whereas, the Parties, acting in good faith and in their own best interests, desire to enter into this Agreement to address certain matters related to the development and construction of the BH Property.

NOW THEREFORE, based upon the good and valuable considerations and undertakings herein described and each to the other delivered, and the payment by each Party to the other of ten dollars (\$10.00), the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by his reference.

2. Definitions.

(a) Except as specifically defined herein, all capitalized terms used shall have the same meaning as set forth in the HDOA Declaration.

(b) "Commencement of Construction" means, with respect to each Condominium, any and all construction activity other than clearing, grading and installation of underground utility improvements and structures.

(c) "Declaration(s)" means (i) an instrument that creates a condominium upon the BH Property (or any portion thereof) pursuant to Section 718.103, Florida Statutes, or (ii) a recorded written instrument in the nature of covenants running with the land which subject the BH Property (or any portion thereof) to the jurisdiction and control of an association pursuant to Section 720.301, Florida Statutes. "Declaration" as used herein specifically excludes the HDOA Declaration.

(d) "General Contractor" means a licensed general contractor engaged by Developer to construct the Project.

(e) "HDOA Representative" means Travis Houk, or another representative designated by HDOA from time to time, in writing.

(f) "Neighboring Subassociation" means Tuscan at Hammock Dunes Condominium Association, Inc., Condominium Association of Casa Bella I, Inc., Condominium Association of Casa Bella II, Inc., or Casa Bella Neighborhood Association, Inc. which are the entities that manage condominiums adjacent to the BH Property.

3. Amendment to 24th Supplement. Before Commencement of Construction, the HDOA shall prepare, for Developer's approval, a proposed amendment to the 24th Supplement, which amendment shall add a Property Plan to the 24th Supplement.

4. Site Plans, Logistics Plan & Prospectus: Before Commencement of Construction, Developer shall deliver the following to the HDOA:

(a) new site plans and the building elevations for the Project and the two luxury, branded Condominiums proposed for the BH Property ("Site Plans"), which shall include a height increase of each Condominium to 12 stories, plus one additional garage level, but with no increase to the 128 total Dwelling Units currently entitled on the BH Property. The Condominiums shall be designed to reasonably match or harmonize with the Mediterranean common scheme of development of structures located within Hammock Dunes. Prior to Commencement of Construction, Developer shall obtain HDOA's approval of the Site Plans, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) one or more draft Declarations, as well as draft Articles of Incorporation, By-Laws, and Rules and Regulations (collectively the "Draft Condo Documents") for the proposed Subassociation(s) (as defined herein). The Draft Condo Documents shall comply with Section 6 of this Agreement;

(c) A logistics plan for Developer's use of the Offsite Parking Parcel (as defined herein), if Developer elects to use the Offsite Parking Parcel. Prior to Commencement of Construction, Developer shall obtain HDOA's approval of the logistics plan, which approval shall not be unreasonably withheld or delayed; and

(d) one or more draft prospectuses for the Condominium(s).

5. Existing Condition Survey. Developer shall cause a pre-construction infrastructure condition survey to be completed on the HDOA Common Areas used for ingress/egress to the BH Property and the Tuscany amenity center by a HDOA approved Florida licensed professional engineer and deliver said survey to the HDOA prior to any clearing, grading, or installation of underground utility improvements or structures on the BH Property.

6. Declaration of Condominium. To the extent the Project is developed by Developer, at or around substantial completion of the applicable portions thereof, Developer will record, or cause to be recorded, one or more Declarations in the public records of Flagler County. Each Declaration shall (i) provide that the Project will be subject to the HDOA Declaration, including any restrictions contained therein, as and to the extent applicable to the Project or the Condominiums, and (ii) expressly require all Dwelling Unit Owners to comply with applicable provisions of the HDOA Governing Documents. The HDOA hereby consents to the recordation of a Declaration in the public records of Flagler County, Florida, provided that such Declaration satisfies the requirements of this Section. After recordation of a Declaration, Developer shall not record any amendments or supplements to such Declaration that would limit or eliminate any rights of the HDOA without the prior written approval of the HDOA, and Developer shall cause the foregoing condition to be expressly stated in the Declaration(s).

7. HDOA Assessments. Upon execution of this Agreement, Developer's current assessment obligation to the HDOA shall be increased to 128 Dwelling Units. From and after the recording of the applicable Declaration(s), the Dwelling Unit Owner(s), pursuant thereto, shall be responsible for 100% of the Assessment obligations for the Dwelling Units in accordance with the HDOA Declaration. In the event of nonpayment of Assessments, HDOA has all rights and remedies available to HDOA in accordance with the HDOA Declaration. If the County does not approve 12 stories plus 1 garage story, then Developer shall pay the Assessments attributable to the number of Dwelling Units set forth in each Declaration, provided that in no circumstances shall the Assessment obligations drop below 116 Dwelling Units.

8. Maintenance of BH Property. Developer may form one or more Subassociations in connection with the Project. Each Declaration recorded by Developer shall impose maintenance and assessment obligations on the applicable Subassociation, as the case may be. With respect to

each portion of the BH Property that will be managed or maintained by a Subassociation, Developer shall maintain, or cause the applicable Subassociation to maintain, such portion of the BH Property in accordance with the applicable Declaration and the HDOA Governing Documents until Turnover (as defined herein). "Turnover" means either of the following, as applicable: (i) the date that unit owners other than Developer elect a majority of the members of the board of administration of the Subassociation, or (ii) the date that members other than Developer elect a majority of the members of the board of directors of the applicable Subassociation.

9. Bonds. The Parties recognize that Developer is required to bond certain onsite infrastructure improvements as part of plat approval by Flagler County and that Developer has provided a \$539,000.00 performance bond to Flagler County for the improvements associated with the South Towers at Hammock Dunes Plat. Upon approval of any replat of the BH Property undertaken by Developer, a new performance bond in an amount to be determined by Flagler County may be required. A copy of the bond with the General Contractor, if any, will also be provided to the HDOA.

10. Construction Site Access. All access to the BH Property shall be pursuant to this Agreement and the Construction Site Access Plan attached hereto as Exhibit "E" (which is incorporated by reference into this Agreement), subject to the following terms and conditions:

(a) Except as otherwise provided herein, all contractors, subcontractors, laborers, materialmen, and other employees or agents of Developer or General Contractor ("Construction Workers") shall be shuttled to the BH Property from that certain real property referred to herein as the "Offsite Parking Parcel" and identified in and attached as Exhibit "B" (which is incorporated by reference into this Agreement). Construction Workers shall park at the Offsite Parking Parcel for shuttling to the BH Property and shall not be permitted to drive their individual vehicles within Hammock Dunes. Notwithstanding the foregoing or anything contained in the HDOA Governing Documents to the contrary, the following personnel shall have direct access to the BH Property and shall be entitled to park within the BH Property at any time: (i) personnel accessing the Project in connection with the delivery of equipment or materials, as described below; (ii) the Construction Supervisor, as defined below; (iii) Developer's design professionals and consultants; (iv) administrative and supervisory personnel of the General Contractor; (v) Developer's personnel; and (vi) any other authorized personnel, to be agreed to by the Parties at a later date.

(b) Construction materials and equipment shall be delivered to the BH Property via the south entrance gate of Hammock Dunes, as shown on the Construction Site Access Plan attached hereto as Exhibit "E" and incorporated herein. Major deliveries (e.g. delivery of cranes, or deliveries requiring multiple semi-trucks, etc.) must be coordinated with an HDOA Representative no less than twenty-four (24) hours in advance, and the HDOA agrees that each

delivery shall be provided access no later than twenty-four (24) hours after the HDOA's receipt of notice of the delivery. Developer shall endeavor to ensure that deliveries will be made during the hours set forth on Exhibit "D" attached hereto and incorporated herein, except that special deliveries, as identified by Developer, may be made outside of such hours with twenty-four (24) hours prior notice to the HDOA; *provided, however*, that Developer shall be responsible for the cost of additional gate hours required to accommodate deliveries outside of the hours set forth on Exhibit "D."

(c) During its use of the Offsite Parking Parcel, Developer shall keep the Offsite Parking Parcel reasonably clean of trash and construction debris left by Construction Workers. Developer shall obtain the HDOA's approval prior to using the Offsite Parking Parcel for any purpose other than parking vehicles, and shall deliver a logistics plan to the HDOA demonstrating how Developer intends to use the Offsite Parking Parcel as a condition of such approval.

(d) Developer shall be permitted to make improvements to the Offsite Parking Parcel should the Developer choose to utilize the Offsite Parking Parcel as set forth in the Exhibit "B" or otherwise as agreed to by the Parties in writing. The HDOA agrees to cooperate with any permitting needed to make said improvements. Upon completion of the Project, Developer shall grade the Offsite Parking Parcel and plant grass throughout the Offsite Parking Parcel, as discussed in further detail in Exhibit "B."

(e) Developer shall provide a full-time construction supervisor, to be available during all on-site construction hours, as Developer's representative for the HDOA to contact to address issues with access to the BH Property and the Offsite Parking Parcel (the "Construction Supervisor"). Developer shall provide the name and contact information for the Construction Supervisor to the HDOA Representative at least one (1) month prior to Commencement of Construction. Developer may change its Construction Supervisor or designate additional Construction Supervisors by providing written notice to the HDOA Representative.

(f) Developer shall cause all construction-related traffic (i.e. both Construction Workers being bussed in/out of Hammock Dunes and deliveries) to adhere to the Site Access Plan which is contained in Exhibit "E" and incorporated herein via reference.

11. License to Use Offsite Parking Parcel. The HDOA hereby grants Developer and Developer's General Contractor, subcontractors, suppliers, consultants, representatives, engineers, designers, architects, laborers, vendors, and all persons or entities who furnish labor, materials, services, or equipment in connection with the design, development, or construction of the Project (Developer and all parties referenced immediately above are collectively, the "Developer Parties," and each, a "Developer Party") a temporary, non-exclusive license to enter the Offsite Parking Parcel and (a) park vehicles on the Offsite Parking Parcel and (b) perform any improvements

contemplated by this Agreement and subsequently agreed to in writing by the Parties (the "License"). The HDOA represents and warrants to Developer and each Developer Party that the HDOA has the right, power and authority to grant the License to the Developer Parties. Each Developer Party that is not a party to this Agreement is a third-party beneficiary of this Agreement and shall be entitled to enforce the terms of this Agreement as if such Developer Party were a party hereto.

12. Site Plan Issues. The Parties further agree as follows:



(a) **Dust and Noise Control.** Developer shall cause its General Contractor and the other Developer Parties, as applicable, to employ commercially reasonable efforts in accordance with industry standards to mitigate and/or reduce excess noise, dust and debris created by the construction of the Project; *provided, however*, that the HDOA acknowledges that noise from construction activities will occur during the construction hours permitted by this Agreement. Prior to Commencement of Construction, Developer shall provide the HDOA with a dust control plan for its review and approval, and shall require its General Contractor to comply with such dust control plan during construction of the Project. The dust control plan shall include cleaning allowances for the areas of Tuscany and Casa Bella as defined in the plan; i.e., windows and amenity center.

(b) **Aesthetic Design.** Developer shall design the Project with architectural exteriors consistent with the Site Plans approved by the HDOA.

(c) **Entry Signs and Entry Landscaping.** If not included in the Site Plans or the landscaping plan described below, Developer shall provide the HDOA with plans and specifications for the sign and landscaping for the entrance into the Project.

(d) In accordance with the HDOA approval of construction perimeter fencing on the meeting of October 21, 2024, Developer presented a proposal to amend the original approved chain link fence to a fence made from panels with printed graphics of lifestyle images along the BH Property fence ("Construction Fence"). The Construction Fence would be rolling gate aluminum skeleton, with 6x6 inch steel post, embedded with concrete footers. The pictures would be printed with UV coating. Developer agrees to indemnify and hold harmless the HDOA from and against any claims asserted by a third-party against the HDOA to the extent such claims are attributable to bodily injury or property damage caused by (i) the installation of the Construction Fence, or (ii) defects or deficiencies in the Construction Fence.

(e) The Parties agree that Developer will apply to Flagler County for approval of an administrative adjustment to the PUD Site Development Plan to permit each Condominium to increase in height to twelve (12) stories, plus the one additional garage level, but with no

HDOA 
Developer 

increase in the 128 total Dwelling Units currently permitted, as well as applying for an amended plat and other potential revisions. HDOA agrees to support Developer's height increase and applications to Flagler County provided same are consistent with the Site Plans approved by the HDOA.

13. Dumpsters, Trash Collection, and Portable Toilets. To further mitigate the impacts of the Project, Developer agrees that during construction Developer will require its General Contractor to store construction dumpsters in less visible areas on the BH Property, provided that service providers must be able to access the dumpsters to remove trash and debris from the BH Property as needed. Developer shall require its General Contractor to place all construction debris in construction dumpsters and empty each construction dumpster when it reaches full capacity. Service providers are hereby authorized to access the BH Property to remove trash and debris provided that said access follows the same procedures as for construction materials and equipment pursuant to Section 10 above. Developer shall cause its General Contractor to provide sufficient portable toilets for use by the Construction Workers. Upon issuance of any tropical storm watch and/or emergency order for Flagler County, Developer shall require its General Contractor to comply with any and all HDOA emergency response plans, if adopted, and shall require its General Contractor to empty and/or remove its construction dumpsters and secure all portable toilets, building materials, and any other construction materials that may become mobile with tropical storm force winds. The construction dumpsters and portable toilets shall be removed upon completion of construction.

14. Project Landscaping. If not approved as part of the Site Plans, Developer shall submit a landscaping plan to the HDOA, which shall reflect landscaping for the Project that is generally consistent with the landscaping of the Hammock Dunes community. Developer shall cause the Project to be delivered with the landscaping reflected in Developer's landscaping plan.

15. Inspections. The HDOA Representative shall have the right to inspect either the BH Property or the Offsite Parking Parcel upon notifying Developer of the desire for a site visit and scheduling same, subject to any safety requirements of Developer or Developer's General Contractor. Developer will work to accommodate the HDOA's request; however, Developer must have at least 24 hours' notice before scheduling an inspection for a desired date and time. Developer shall be notified of the reason for the inspection, which must be consistent with the terms of this Agreement, the HDOA Governing Documents, or any provision of the Declarations.

16. Time for Completion/Force Majeure. Developer and HDOA agree that time is of the essence for completion of the Project in accordance with this Agreement. It is Developer's intention to obtain temporary certificates of occupancy for the Project within thirty-six (36) months. Subject to the terms of this paragraph, Developer shall obtain a temporary certificate of occupancy for each Condominium no later than thirty-six (36) months after Commencement of

Construction of such Condominium. HDOA agrees that if Developer is unable to complete a Condominium within thirty-six (36) months after Commencement of Construction of the Condominium, or is unable to comply with any other requirement of this Agreement, because of reasons that were not solely caused by Developer, including, without limitation, natural disasters (fires, storms, floods, hurricanes), governmental or societal actions (i.e. wars, invasions of the United States of America, civil unrest, labor strikes), material or labor shortages, infrastructure failures (transportation, energy), diseases, pandemics, or acts of God (hereinafter "Force Majeure"), Developer will not be deemed to have breached this Agreement and the time for Developer to complete the Condominium(s), or to comply with the terms of this Agreement, shall be extended by the amount of time reasonably necessary for Developer to perform.

17. Deliverables. Developer shall endeavor to adhere to the timeline of deliverables listed in Exhibit "C" to this Agreement, which is incorporated by reference herein, but subject to the Force Majeure provisions above.

18. Pre-Construction, Construction, Mitigation, and Hours.

(a) Preconstruction and Demolition. Developer agrees to install or cause to be installed a silt fence or paneled fence, where appropriate and subject to permits and governmental approvals, around the perimeter of the BH Property before any site work commences. Developer shall provide HDOA copies of applicable permits and governmental approvals before site work and/or Commencement of Construction.

(b) Hours of construction are set forth on Exhibit "D" (which is incorporated by reference into this Agreement). Except for activities required on an emergency-basis, any requests to perform construction activities outside of the construction hours set forth on Exhibit "D" shall be submitted in writing to the HDOA's Representative for approval, which shall not be unreasonably withheld or delayed. Requests to perform construction activities outside of the working hours set forth on Exhibit "D" must be made at least five (5) business days prior to the requested construction activity. Except for activities required on an emergency-basis, construction will not occur on designated legal holidays, as listed on the HDOA Securitas Post Orders. If required due to Developer's construction activities, Developer shall pay for any additional gate hours for use of the South Gate outside of the hours set forth on Exhibit "D."

(c) Construction and delivery vehicles shall neither idle nor traverse on the Hammock Dunes entrance street before the time periods described in this Agreement. Developer shall instruct its contractors and/or suppliers regarding these limitations and shall help to ensure that any Construction Workers or other personnel involved in the construction of the Project must confine their activities on the BH Property to those necessary to fulfill their job-related duties. Construction Workers shall be instructed not to loiter in or around the Hammock Dunes

community. Construction vehicles and personnel shall only enter and exit the Hammock Dunes pursuant to the Site Access Plan.

(d) Should the Project be terminated prior to the Commencement of Construction, Developer shall cause the Project site to be returned to its pre-clearing condition, ordinary wear and tear excepted, within one hundred twenty (120) days from the date of the Project termination.

(c) **Personnel Behavior.** Developer shall require its General Contractor for the Project to be responsible for the acts of all contractors, subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration the Project. In this regard, the General Contractor shall be responsible for the following:

(1) Ensuring that areas around the BH Property are kept clean and free of all debris and waste materials generated by the construction of the Project. There shall be no burning.

(2) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the BH Property or affect the quality of workmanship.

(3) Assuring that all contractors, subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees do not commit any violations of the applicable covenants, restrictions, rules and regulations of the HDOA.

(4) Prohibiting construction personnel from having pets within Hammock Dunes Community.

(5) Prohibiting the playing of music which can be heard on any adjoining property.

(6) If, after seven (7) days' notice by HDOA's Representative to the Construction Supervisor, any contractor has not diligently proceeded with needed clean-up of off-site areas around the Project, then HDOA has the right to proceed with the clean-up work at Developer's cost and expense.

19. Sales Operations.

(a) Developer and its sales representatives shall be permitted to use or lease a portion of the Sales Center located near the main entrance to Hammock Dunes pursuant to a separate lease or other use agreement. This use may include renovation, construction or cladding of the Sales Center building, if approved in writing by the HDOA or otherwise permitted by the lease.

(b) Any Developer modifications of the Sales Center building must be preapproved by the HDOA.

(c) Developer's sales representatives shall have vehicular access to Hammock Dunes during normal business hours in order to take prospective buyers to the BH Property and to tour the HDOA common areas and amenities within Hammock Dunes.

(d) With prior notice given to the HDOA, marketing professionals shall be permitted to enter Hammock Dunes for access to the BH Property to aid in preparation of sales marketing materials.

20. Supervision.

(a) Developer shall require its General Contractor to supervise and direct the Project using its best skill and attention and the General Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project. The General Contractor and Construction Supervisor shall at all times enforce the strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to it.

(b) The General Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. It shall take all reasonable protection to prevent damage, injury or loss to: (i) all employees on the Project and other persons who may be affected thereby; and (ii) property at the BH Property or adjacent thereto, including, but not limited to, parking areas, pool deck, building exteriors, landscaping and Hammock Dunes Club property. Developer shall require the General Contractor to comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to, O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss.

(c) Developer and its General Contractor shall be responsible for damage to the HDOA's property or any Neighboring Subassociation property caused by the construction of the Project. Developer shall require its General Contractor to diligently commence repair of any damage to the Common Areas caused by the construction of the Project. Any damage caused to

the HDOA property or any Neighboring Subassociation property by a Developer Party shall be repaired in a diligent manner, but in no case longer than sixty (60) days from the date of damage in the case of such damage costing less than \$25,000.00 per incident to repair. There shall be a \$100,000.00 cap for all incidents beyond which Developer shall file claims with its insurance provider. Notwithstanding the foregoing temporal limitation, Developer shall be responsible for the acts and omissions of its contractors, employees, subcontractors, and their agents and employees which cause damage to the HDOA Common Areas or Neighboring Subassociation property. "Wear and tear" damage to HDOA property shall be corrected after construction of the Project is substantially completed. Notwithstanding the foregoing, Developer's and/or its General Contractor's obligation to repair damage to Neighboring Subassociation property, as provided herein, shall only apply if the applicable Neighboring Subassociation authorizes the repair.

21. Developer's and/or its General Contractor's Insurance. Developer shall, at a minimum, procure and maintain, or require its General Contractor to procure and maintain, the following insurance from insurance companies that (a) have a general policyholder's rating of not less than "A" and a financial rating of not less than "VIII" in the most current AM Best's Key Rating Guide and (b) are authorized to do business in the State of Florida:

(a) Worker's Compensation Insurance at the statutory limit and in accordance with the laws of the State of Florida;

(b) Commercial General Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) policy aggregate. This liability can be met by primary and umbrella liability policies. The HDOA shall be named as an additional insured, to the fullest extent possible including but not limited to products and completed operations;

(c) Comprehensive Automobile Liability covering all owned, leased, non-owned, borrowed and hired vehicles used in connection with the Project, on an occurrence basis and with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. The HDOA shall be named as an additional insured;

(d) Builder's Risk Insurance insuring the interest of Developer in the Project;
and

(e) Umbrella Liability Insurance, including, without limitation, coverage for all perils covered by the Employers Liability Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance described above, with limits of at least Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) policy aggregate. This insurance must be written on an occurrence basis, state that

the State of Florida is the policy territory, apply to occurrences and suits anywhere in the world, and be maintained in full force and effect for at least one (1) year following completion of construction of the applicable Condominium. The HDOA shall be named as an additional insured.

22. Terms Applicable to Developer's and/or its General Contractor's Insurance. The above policies of insurance shall provide that the insurance will not be canceled, changed, non-renewed or allowed to expire until the expiration of at least thirty (30) days after written notice of such cancellation, change, non-renewal or expiration has been received by the HDOA (or ten (10) days if cancellation is for nonpayment of premium), or automatically upon a partial, temporary or final certificate of occupancy.

23. Architect's Insurance. Developer shall cause its architect of record to procure and maintain professional liability insurance, including, without limitation, insurance covering errors and omissions in the performance of professional duties that may occur in connection with the Project, or any portion thereof, with policy limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim/annual aggregate.

24. Indemnification. To the fullest extent permitted by law, Developer shall indemnify and hold harmless HDOA, all of its current and former officers, directors, committee members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the construction of the Project, or a Developer Party's use of, or damage to, the HDOA property, neighboring subassociation property, or the Offsite Parking Parcel, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to physical injury to or destruction of tangible property, and (2) is caused by any willful or negligent act or omission of Developer or any Developer Party. The foregoing obligations of Developer are in addition to all other obligations contained in this Agreement.

25. Final Amounts. It is understood that all fees, bonds, deposits and requirements for HDOA approval are held and described directly within this Agreement. The HDOA may not collect any additional fees from Developer unless explicitly outlined by this Agreement. Additional fees may not be added or changed. This provision does not prevent the HDOA from levying any additional Assessments and Special Assessments pursuant to the HDOA Governing Documents that are levied against all Members of the HDOA. This provision also does not prevent the HDOA from levying fines and other charges against Developer or any Owner of a Dwelling Unit for any violation of the HDOA Governing Documents, as it would any other Member of the HDOA, or for violations of this Agreement.

26. Cooperation. The HDOA shall, at all times during the design, development and construction of the Project, afford Developer all courtesy and cooperation in furtherance of the

development and construction of the Project in accordance with this Agreement and the HDOA Governing Documents. So long as Developer and/or Developer's Party's actions are in conformity with this Agreement, HDOA shall not, in any manner whatsoever, appeal, challenge, object to, protest, or file any formal or informal complaint, administrative or judicial action, adverse to or concerning Developer's request or application to Flagler County, or any other governmental authority, for any approval required to permit any portions of the Project to increase in height to twelve (12) stories (plus one additional garage level). Furthermore, so long as Developer and/or Developer's Party's actions are in conformity with this Agreement, the HDOA shall not, in any manner whatsoever, appeal, challenge, object to, protest, or file any formal or informal complaint, administrative or judicial action, adverse to or concerning the Project or any of the following: (a) Developer's request or application to a governmental authority for a permit, approval or other matter consistent with a written agreement authorizing horizontal or vertical improvement, including, but not limited to, a special district permit, a modification, a variance (including a zoning or use variance), a waiver, a warrant, an exception, a subdivision approval, a vacation, a closure of roads or right-of-ways or any approval of, from, or certificate issued by, a governmental authority, that relates to, concerns, or is in any way connected with, the BH Property or the design, development or construction of the Project, or a governmental authority's grant, approval, or authorization of such requests or applications; or (b) Developer's or its General Contractor's request or application to a governmental authority to perform construction activities on any portion of the BH Property, or in connection with the construction of the Project, in excess of the hours permitted by a governmental authority's applicable statutes, laws, codes, rules, orders, ordinances, and regulations. The HDOA shall execute any documents reasonably requested by Developer to evidence the HDOA's support of Developer's application to any governmental authority for any approval required to permit any portions of the Project to increase in height to twelve (12) stories (plus one additional garage level). Notwithstanding the foregoing, (i) the HDOA shall not be obligated to take any action that is expressly prohibited by the HDOA Governing Documents, and (ii) the HDOA shall not be precluded from objecting to actions of Developer that violate this Agreement or the HDOA Governing Documents (as same will be amended and modified as contemplated by this Agreement).

27. Agreement to Run with the Land. All of the provisions of this Agreement and Exhibits attached hereto shall be construed as covenants running with the BH Property. Developer and HDOA, including any successors, assigns and members, shall be bound by all of the provisions of this Agreement and Exhibits attached hereto and any amendments thereof. This Agreement and any amendments thereof shall be recorded in the Public Records of Flagler County, Florida, at Developer's expense. Notwithstanding the foregoing, from and after the date that a portion of the BH Property is subjected to a Declaration, all references to "Developer" in this Agreement shall mean and refer to the respective Subassociation governing the portion of the BH Property subjected to the Declaration, and Developer shall automatically be released and discharged from all obligations in this Agreement related to such portion of the BH Property; it being understood

that Developer's obligations hereunder shall remain in effect for all portions of the BH Property that are not subject to a Declaration until such portions of the BH Property are subjected to a Declaration.

28. Trademark Use. Upon execution of this Agreement, it is understood that Developer has authorization and permission to utilize the HDOA trademarks in the naming of their community, marketing material, Subassociations (as defined herein), business operation name, or any other activity related to the real estate, branding and development activity of the BH Property or Subassociations. The use of the HDOA trademarks shall not obligate the HDOA for any activities related to the development of the BH Property, or the Subassociations, except as required by the HDOA Declaration, Articles, By-Laws, Rules and Policies, as all have been amended or supplemented from time to time. "Subassociation" means a "homeowners' association" or an "association," as defined by Chapters 720 and 718, Florida Statutes, respectively, that is created by Developer in connection with the Project.

29. Notices. All notices, demands and requests (collectively the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the Party intended, (ii) delivered to the then current address of the Party intended, (iii) rejected at the then current address of the Party intended, provided such notice was sent prepaid, or (iv) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation. The initial addresses of the Parties shall be:

HDOA:

Hammock Dunes Owners' Association, Inc.
785 W. Granada Blvd., Suite 5
Ormond Beach, FL 32174
Attn: Travis Houk, Southern States Management Group, Inc.
Email: Travis@ssmgfl.com

With a copy to:

Robyn M. Severs, Esq.
Becker
111 N. Orange Ave., Suite 1400
Orlando, FL 32801
Email: RSevers@beckerlawyers.com

DEVELOPER:

BH Palm Coast 2626 LLC

2999 N.E. 191st Street, PH2, Aventura, Florida 33180

Attn: Isaac Toledano

Email: Isaac@bhinvestments.us

And:

BH Palm Coast 2626 LLC

2850 Tigertail Ave, Suite 800

Miami, FL 33133

Attn: Ben Gerber

Email: BGerber@relatedgroup.com

Any of the Parties to this Agreement may designate another mailing address to be used for notice under this Agreement, by providing written notice to the other Parties to this Agreement specifying a different address.

30. Remedies. The Parties hereto agree that in the event that any one of them breach one or more of the terms of this Agreement, subject to any applicable grace or cure period and legal action is brought as a result thereof, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees incurred, including, but not limited to, such fees incurred prior to the institution of litigation, litigation at both the trial and appellate levels, including litigating entitlement and amounts of said fees and costs, in bankruptcy, and in any other administrative or judicial proceeding. In the event this Agreement is breached by any Party to it, it is agreed that monetary damages will not be wholly adequate to afford relief to the non-defaulting Party. Therefore, the provisions of this Agreement are fully enforceable by injunctive or other equitable relief and do not limit the right of any Party to sue for any other damages which may be permissible under law, including monetary damages of any kind or nature. The failure of any Party to this Agreement to enforce any right, provision, covenant or condition which may be granted by this Agreement shall not constitute a waiver to take such action to enforce such right, provision, covenant or condition in the future and the failure to act at any time shall not be construed to be a waiver of the right of any party to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to any Party pursuant to any terms, provisions, covenants or conditions of this Agreement shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such Party by this Agreement or at law or in equity. Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall Developer be liable to the HDOA for consequential, special, indirect or punitive damages, whether under contract, tort, indemnity or any other legal or equitable theory.

31. Miscellaneous and Other Provisions.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and members.

(b) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which, when taken together, shall be deemed to be a single agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue to interpret or enforce this Agreement shall be Flagler County, Florida. **THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, LAWSUIT, CLAIM OR COUNTERCLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.**

(d) No exercise or waiver, in whole or in part, of any right or remedy provided for in the Agreement, shall operate as a waiver of any other right or remedy, except as otherwise herein provided. No delay on the part of any Party in the exercise of any right or remedy shall operate as a waiver thereof.

(e) Whenever any determination is to be made as to action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or a state or federal legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

(f) Unless the context otherwise requires, wherever used in this Agreement, the singular shall include the plural, the plural shall include the singular and the masculine gender shall include the neuter or feminine gender and vice versa.

(g) This Agreement may not be changed orally but may be amended only by an Amendment in recordable form signed and executed by all Parties.

(h) Time shall be of the essence in the performance of this Agreement.

(i) Notice of any default shall be given to the allegedly defaulting Party herein, and the allegedly defaulting Party shall have thirty (30) days to cure the default after written notice is received. In the case of an emergency, notice may be given orally, and shall be cured within forty-eight (48) hours. Written confirmation of the emergency notice shall occur within twenty (24) hours after the oral notice is given and shall indicate that oral notice has been given. In the

event a default cannot be cured within thirty (30) days then the cure shall occur within a reasonable time based upon the type of default.

(j) The Parties acknowledge that this Agreement constitutes the complete and definitive agreement between them concerning the subject matter hereof and that this is the only agreement between them concerning the subject matter hereof and that this Agreement supersedes any and all previous or other agreements, discussions or understandings that may have been made between them concerning the subject matter hereof.

(k) If any portion of this Agreement is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Agreement. If any Court determines that this Agreement, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property or circumstance.

(l) This Agreement shall become effective immediately upon execution by all of the Parties.

(m) The Parties hereby agree from time to time to execute and deliver such further documents and do all matters and things which may be convenient or necessary to effectively and completely carry out the intentions of this Agreement.

(n) To the extent that there is any conflict between this Agreement and the HDOA Governing Documents, the HDOA Governing Documents shall control, with the exception of the provisions in this Agreement concerning noise, construction activities, building height, and construction hours, in which case, the provisions of this Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed effective as of the day and year first written above.

WITNESSES:

Hammock Dunes Owners' Association, Inc.,
a Florida Not For Profit Corporation

Travis Hawk
Print Name: TRAVIS Hawk
Address: 30 Rio Pinar Trail
Ormond Beach, FL 32174

By: Greg Davis
Greg Davis, President

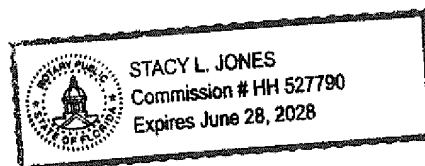
Stacy L. Jones
Print Name: Stacy L. Jones
Address: 24 Fordham Ln
Palm Coast, FL 32137

Attest: Phillip Dolamore
Phillip Dolamore, Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was executed and acknowledged before me by means of [] physical presence or [] online notarization on this 6 day of Dec., 2024, by Greg Davis, as President, and Jane Ann Gass, as Secretary, of Hammock Dunes Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are [✓] personally known to me or [] have produced _____ as identification.

Stacy L. Jones
Notary Public
Printed Name: Stacy L. Jones
My Commission Expires: _____



IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed effective as of the day and year first written above.

WITNESSES:

BH Palm Coast 2626 LLC, a Delaware limited liability company

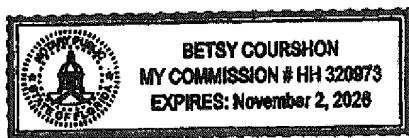
Cat
 Print Name: Chava Klein
 Address: 9801 Collins Avenue 17B
Bd Harbor FL 33438

By: Ben Gerber
 Name: Ben Gerber
 Title: Vice President
 Date: 11-15-2024

Sebi Cobb
 Print Name: Sebastian Cobb
 Address: 2850 Tiger Tail Ave.
Miami FL 33133

STATE OF Florida
 COUNTY OF Miami Dade

The foregoing instrument was executed and acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15th day of November 2024, by Ben Gerber, as Vice President of BH Palm Coast 2626 LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.



Betsy Courshon
 Notary Public
 Printed Name: Betsy Courshon
 My Commission Expires: _____

HDOA HP
 Developer BP

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land being all of Lots 1 and 3, together with a portion of Lot 2, SOUTH TOWERS AT HAMMOCK DUNES, according to Map Book 35, pages 71 and 72, of the Public Records of Flagler County, Florida, together with a portion of Parcel "B", TUSCANY AT HAMMOCK DUNES, according to Map Book 35, pages 1 and 2, of said Public Records, said parcel being more particularly described as follows:

BEGIN at the Southwesterly corner of said Lot 3; thence along the Westerly line thereof, run the following 2 courses: 1) $N11^{\circ}08'28''W$, 47.14 feet to a point on a non-tangent curve concave to the Southwest and having a radius of 510.00 feet; 2) Northwesterly along the arc of said curve, subtended by a chord bearing and distance of $N29^{\circ}16'23''W$, 314.07 feet, an arc distance of 319.25 feet to the most Westerly corner of said Lot 3; thence along the Northwesterly line thereof, and then along the Northwesterly line of said Lot 1, $N37^{\circ}31'18''E$, 119.04 feet to the most Northerly corner of said Lot 1; thence along the Westerly line of said Lot 2, run the following 4 courses: 1) $N52^{\circ}47'38''W$, 65.80 feet; 2) $N37^{\circ}15'01''E$, 82.64 feet; 3) $N07^{\circ}45'04''W$, 17.95 feet; 4) $N41^{\circ}07'55''E$, 171.45 feet to the Northerly line of said Lot 2; thence along said line, $S49^{\circ}02'44''E$, 51.70 feet to the Southwesterly corner of lands described in Official Records Book 1932, page 535, of said Public Records; thence along the Southerly line thereof, and then along the Northerly line of lands described in Official Records Book 1897, page 501, of said Public Records, $N75^{\circ}59'45''E$, 236.10 feet to the Northeasterly corner of last said lands; thence along thence Easterly line of last said lands (also being the Easterly line of said Parcel "B"), $S20^{\circ}19'19''E$, 45.49 feet to the Southeasterly corner of said lands described in Official Records Book 1897, page 501; thence along said Easterly line of Parcel "B", run the following 3 courses: 1) $S20^{\circ}10'13''E$, 122.34 feet; 2) $S20^{\circ}03'22''E$, 103.63 feet to the Northeasterly corner of said Lot 3; 3) $S19^{\circ}56'32''E$, 329.69 feet to the Southeasterly corner of said Lot 3; thence along the Southerly line thereof, run the following 2 courses: 1) $S67^{\circ}37'59''W$, 142.42 feet; 2) $S78^{\circ}47'16''W$, 367.20 feet to the POINT OF BEGINNING of the parcel herein described.

EXHIBIT "B"

OFFSITE PARKING PARCEL PLAN

Should the Developer choose to utilize the Offsite Parking Parcel, the following terms and conditions will apply.

- 1) Offsite Parking Parcel Description: The Offsite Parking Parcel shall be comprised of +/- two (2) acres of property at the northwest corner of the parcel at 101 Granada Drive, Parcel ID Number 04-11-31-2984-000E1-0050, as shown in the graphic depiction contained at the end of this Exhibit B. The HDOA shall mark the exact area of the Offsite Parking Parcel on the grounds.
- 2) Payment Terms: In consideration for the nonexclusive License to use the Offsite Parking Parcel, Developer shall pay the HDOA Ten and 00/100 Dollars (\$10.00) (the "License Fee") prior to Commencement of Construction. If the HDOA revokes or cancels the license granted herein prior to completion of the Project, the HDOA shall refund the License Fee to Developer within five (5) days after revocation or cancellation of the license.
- 3) Clearing and Offsite Parking Parcel Improvements: Developer shall be responsible for all necessary clearing of foliage to accomplish the use of the Offsite Parking Parcel for parking and staging of equipment and materials. Developer shall be responsible for obtaining all necessary permits with respect to clearing of the Offsite Parking Parcel, but the HDOA will cooperate with Developer as necessary for Developer to obtain any necessary permits. Any such clearing must comply with all applicable laws and ordinances. Developer shall obtain the prior written approval of the HDOA, which shall not be unreasonably withheld, prior to making any improvements to the Offsite Parking Parcel.
- 4) Fencing: Developer shall install a chain link fence to enclose the Offsite Parking Parcel. In addition thereto, Developer shall cause the existing water well improvements located on the Offsite Parking Parcel to be shielded in a manner that mitigates the risk of damage to same. Developer shall obtain the prior written approval of the HDOA, which shall not be unreasonably withheld, regarding the height and location of the fencing prior to installation of same. Any such improvements must comply with all applicable laws and ordinances.
- 5) Existing Easement: Dunes Community Development District ("Dunes CDD") is the beneficiary of an exclusive perpetual easement for raw water wells and related facilities recorded at Official Records Book 1441, Page 1041, et seq. of the Flagler County, Florida, Public Records ("Easement"). Developer shall ensure that no action is taken on the Offsite Parking Parcel which interferes with the Dunes CDD's rights under the Easement and shall install protective fencing around the Dunes CDD's raw water well improvements. All uses of the Access Parcel shall, at all times, comply with the Dunes CDD's requirements contained in Exhibit "B-1" which is incorporated herein by reference.

- 6) Security: During the time of Developer's use of the Offsite Parking Parcel, Developer shall cause there to be security cameras installed monitoring the Offsite Parking Parcel which operate 24 hours per day, 7 days per week. The HDOA shall have the right to access all security camera recordings at reasonable times upon request.

Notice of Final Use: Developer shall give written notice to the HDOA of the date of Developers final use of the Offsite Parking Parcel.

- 7) Storage: The use of the Offsite Parking Parcel for storage of any items other than daily parking of Construction Worker vehicles shall be controlled by the logistics plan approved by the HDOA.
- 8) Return To Prior Condition: Except as to the approved foliage removal and other improvements described herein, Developer shall return the Offsite Parking Parcel to the condition existing prior to Developers use of the Offsite Parking Parcel, with ordinary wear and tear excepted, within thirty (30) days from the date of the final use of the Offsite Parking Parcel; The restoration to the condition existing prior to the Developer's use is defined as the Developer to grade parcel and add grass. The Developer shall obtain written approval from the HDOA that this restoration has been completed, which said approval will not be unreasonably withheld or delayed.
- 9) Construction Workers Dropoff/Pickup: Subject to the terms of the Agreement, the Offsite Parking Parcel shall be the sole venue within Hammock Dunes for all Construction Workers travelling to and from the BH Property to be dropped off and picked up.
- 10) Entrance To Offsite Parking Parcel: The sole entrance / exit to the Offsite Parking Parcel from outside of Hammock Dunes shall be from Jungle Hut Road.
- 11) Graphic Depiction of the Offsite Parking Parcel Area:



EXHIBIT "B-1"
DUNES CDD WELLFIELD PROTECTION REQUIREMENTS

6.03.00. - WELLFIELD PROTECTION

6.03.01. - Purpose and intent.

The intent and purpose of this section is to safeguard the public health, safety and welfare of the people of Flagler County, Florida, by providing protection for areas surrounding public water supply wellfields, through the existing regulatory framework of the United States Environmental Protection Agency (USEPA), the Florida Department of Environmental Protection (DEP), the Florida Department of Health (DOH) and the St. Johns River Water Management District (SJRWMD). This regulation is the minimum standard for wellfield protection. When the Wellhead Protection Area Delineation Study and the wellfield zone of influence map is updated and finalized by the St. Johns Water Management District and fully reviewed by county staff, the county may develop stricter standards for wellfield protection.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.02. - Incorporation of rules and regulations.

A. Flagler County adopts and incorporates by reference the rules and regulations of the USEPA, the DEP, the DOH, and the SJRWMD pertaining to protection of groundwater.

B. The county specifically adopts and incorporates by reference Title 40 of the Code of Federal Regulations Part 261 (Identification and listing of hazardous wastes); Title 40 of the Code of Federal Regulations Part 302.4 (Table 302.4) (List of hazardous substances and reportable quantities); Title 40 of the Code of Federal Regulations Part 355, Appendix A and B (List of extremely hazardous substances), as they all may be amended from time to time.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.03. - Permitting.

A. Any owner or developer shall furnish to the county administrator or designee a copy of any applicable permits issued by the USEPA, DEP, DOH, or the SJRWMD, and including the permit application and any amendments thereto, and any testing or monitoring reports prepared in conjunction with or subsequent to the issuance of the permit.

B. Upon receipt of applicable state or federal agency permits and compliance with local regulations, Flagler County may issue a "wellfield zone of exclusion permit." The "zone of exclusion" is defined as all land within a two-hundred-foot radius of an existing or designated protected wellhead. Within this "zone of exclusion," no incompatible land uses shall be permitted. Incompatible land uses shall include those industrial and commercial land uses, which handle, store or process hazardous or toxic materials, landfills, borrow pits which penetrate through confining beds and waste storage, transfer, disposal and treatment facilities. The county planning

department will provide applicable permit application forms, and permit fees shall be established by resolution.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.04. - Enforcement.

A. In addition to any enforcement actions initiated by the USEPA, the DEP, DOH, or the SJRWMD, Flagler County shall enforce the provisions of this regulation. Such enforcement mechanisms shall include, but not be limited to, stop work orders, injunctions and recovery of costs, expenses, expert fees, and reasonable attorneys' fees or imposition of penalties, fines and liens as provided by this section and any other remedies provided by law. Flagler County reserves the right to inspect all permitted projects in addition to any regulatory agency inspections that may be conducted.

B. In the event of any permit violation, Flagler County shall notify the USEPA, DEP, DOH, or SJRWMD, as appropriate, to inform them of the violation and such agency shall have at least fifteen (15) days within which to cure said violation. If after fifteen (15) days the violation is not cured, Flagler County at its option may pursue enforcement in its own name on behalf of its citizens. In the event of a serious violation as solely determined by the county, the fifteen-day notice to other permitting agencies shall not be required, and the county may seek to correct the violation immediately.

C. Any activity not in conformity with the requirements of this section is declared to be a nuisance. The county administrator or designee shall bring such activities to the attention of the board, which may direct the office of the county attorney to bring appropriate civil action in the court of appropriate jurisdiction for their abatement.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.05. - Civil remedies.

The board, or any aggrieved person, may resort to such relief at law or in equity as may be necessary to ensure compliance with the provisions hereof, including injunctive relief to enjoin and restrain any person violating the provisions of this regulation.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.06. - Civil penalties.

Any violation of this regulation may be enforced by the code enforcement board and the violator may be ordered to pay a civil fine of two hundred fifty dollars (\$250.00) for each day the violation continues past the date set for compliance, and up to five hundred dollars (\$500.00) per day for repeat violators.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.07. - Criminal penalties.

Violators also may be prosecuted criminally and be subject to a fine of up to five hundred dollars (\$500.00) or imprisonment in the county jail for a term of up to sixty (60) days, or both fine and imprisonment. With respect to violations that are continuous with respect to time, each day the violation continues shall constitute a separate offense.

(Ord. No. 98-11, § 1, 9-8-98)

6.03.08. - Effect on county's rights concerning permit application.

This section does not alter any rights of Flagler County to intervene in or otherwise challenge the grant of permit(s) by the USEPA, DEP, DOH, SJRWMD, or any other governmental agency or entity.

(Ord. No. 98-11, § 1, 9-8-98)

EXHIBIT "C"
SCHEDULE OF ANTICIPATED DELIVERABLES

Task	Estimated Completion Date
Submission of Site Plans for HDOA Approval	
Supplemental Declaration Approval	
Existing Conditions Survey	
Draft Condo Documents	
Clearing and enclosure of Offsite Parking Parcel	
Dust and noise control plan	
Landscaping plan (if not included in Site Plan)	
Obtaining necessary governmental approval for Project	
Clearing, grading, and utility plan for Project	
Clearing Project land	
Commencing construction	
Modification plans of the Sales Center (if applicable)	
Substantial completion of the project	
Final completion of the project	
Approval of governmental authority for Project and Issuance of Final Certificate of Occupancy	
Return of Access Parcel to original condition	

EXHIBIT "D"

CONSTRUCTION WORK HOURS / HOLIDAYS / DELIVERY TIMES

Construction activities shall commence no earlier than 7:00 a.m. and end no later than 7:00 p.m., Monday through Friday.

Saturday construction hours shall commence no earlier than 8:00 a.m. and end no later than 5:00 p.m.

Sunday construction activity is prohibited unless required to secure the Project in response to any tropical storm watch or other emergency.

There shall be no construction activity on the following holidays, unless required to secure the Project in response to any tropical storm watch or other emergency: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

Gate hours for deliveries of construction materials worker access are 7:00 a.m. to 3:00 p.m. Monday through Friday unless otherwise approved by the HDOA Representative. Gate staffing hours outside of the foregoing timeframe shall be paid for by the Developer.

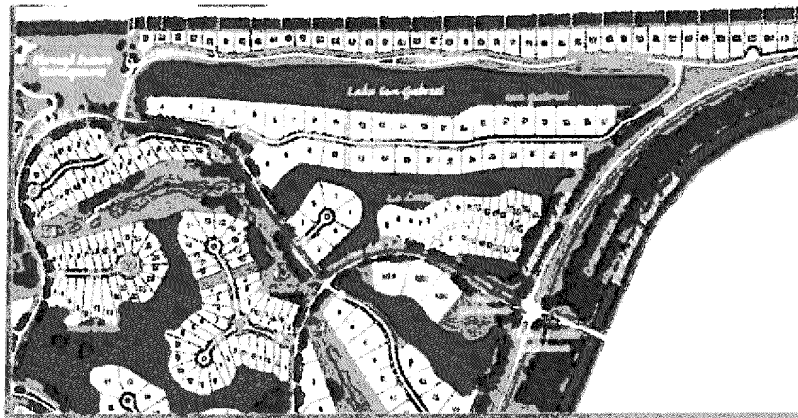
EXHIBIT "E"

CONSTRUCTION SITE ACCESS PLAN

("SITE ACCESS PLAN")

Developer shall cause all construction-related traffic (i.e. both workers being bussed in/out of Hammock Dunes and deliveries) to adhere to the following ingress / egress route to and from the BH Property:

Drive through the South Gate and make second right on to Camino del Sol. Head east on Camino del Sol until arrival at the BH Property. The BH Property is north of the Playa del Sur Neighborhood entrance and Montilla Villas entrance and just south of the Casa Bella Neighborhood entrance. The ingress/egress route is depicted below:



Construction-related traffic shall not loiter on the Hammock Dunes common area roads. All loading and unloading of workers and materials shall occur exclusively on the BH Property.