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File# 9438899
John Keene
Clerk Of Courts
Clay County, FL

**MASTER DECLARATION/
DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants is entered into between DELTA SHAMROCK ENTERPRISES, INC., a Florida corporation, ("Developer") and Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture ("Owner"), this 6th day of October, 1993.

WITNESSETH:

WHEREAS, Developer owns the land described on Exhibit "A" attached hereto and made a part hereof known as Fleming Island Shopping Center (the "Shopping Center Property") which includes the Shopping Center and certain outparcels situate upon such described property; and

WHEREAS, Owner owns certain adjacent and adjoining land described on Exhibit "B" attached hereto and made a part hereof which is a part of the Community Development District ("CDD") known as The Crossings at Fleming Island Community Development District (the "Phase II Property"); and

WHEREAS, Publix Super Markets, Inc. a Florida corporation, ("Publix"), is a tenant of a portion of the Shopping Center Property pursuant to that certain Lease Agreement between Developer and Publix dated April 20, 1993 (the "Publix Lease"); and

WHEREAS, Section 50 and 51 of the Publix Lease requires that certain restrictive covenants be placed upon the Phase II Property.

NOW, THEREFORE, in consideration of the premises, Developer

and Owner hereby declare and establish the following restrictive covenants upon the Phase II Property for the benefit of Publix as follows:

1. The maximum building size, height, and parking ratio with respect to the outparcels contemplated to be situated upon the Shopping Center Property and the Phase II Property shall be as shown and designated on the plot plan designated Exhibit "C" and attached hereto and made a part hereof.

2. The Phase II Property may be developed with additional shops, other buildings, outparcels and parking areas as depicted upon the plot plan designated Exhibit "C" attached hereto so long as (i) such other buildings (excluding buildings to be situate upon the designated outparcels) do not extend upon the Building Line shown on said plot plan and (ii) the layout of the parking areas and parking ratio as depicted upon said plot plan (excluding the layout of the parking areas within the designated outparcels) shall not be materially changed from that shown on said plot plan without the consent of Publix in writing, which consent Publix shall not unreasonably withhold or delay.

3. For so long as Publix is operating a grocery supermarket in its premises in the Shopping Center Property, no part of the Phase II Property shall be used to operate a grocery supermarket, bakery, delicatessen, fish market, or a pharmacy. The foregoing restrictions shall not be applied or interpreted to prohibit:

A) The sale by a restaurant operation, (other than a delicatessen or bakery) of prepared ready to eat food items, either

for consumption on or off the premises, or

B) The sale of food items for consumption on or off the premises by a health food store, ice cream parlor, yogurt store, or any other specialty food store (other than a bakery, delicatessen, fish market or meat market), or gasoline service station with a convenience store selling food items which shall not exceed one thousand (1,000) square feet, or

C) A delicatessen type restaurant which offers take-out food and catering as an incidental part (50% or less) of its primary business, although the foregoing shall not prohibit the operation of a Subway, Blimpie, Substation II, or other operator whose primary business is the sale of submarine sandwiches, or

D) The operation by a Wal-Mart, K-Mart, or comparable general merchandise tenant of a pharmacy department or the sale of food items as an incidental part of its business.

The restrictive covenants contained herein shall not be modified, amended or cancelled without the prior written consent of Publix, so long as the Publix Lease is then in force and effect, which consent Publix shall not unreasonably withhold or delay.

This Declaration of Restrictive Covenants shall run with the land encumbered hereby, and shall be binding upon, and inure to the benefit of, the respective owners and successors to the owners of the Shopping Center Property and the Phase II Property.

In Witness Whereof, the parties have executed this Declaration of Restrictive Covenants as of the day and year set forth above.

DEVELOPER:

DELTA SHAMROCK ENTERPRISES, INC.

By John W. O'Connor
John W. O'Connor, President

Victor A. Haddach, Jr.
Print Name: Victor A. Haddach, Jr.
William L. Thompson, Jr.
Print Name: William L. Thompson, Jr.

OWNER:

EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE, a Florida joint venture

BY: NORTHWEST CROSSING CORPORATION,
General Partner

By: Roland P. Diaz
Roland P. Diaz, President

Aubrey L. Cole
Print Name: Aubrey L. Cole
Richard K. McInnis
Print Name: Richard K. McInnis

BY: EAST WEST PARTNERS OF JACKSONVILLE, LIMITED PARTNERSHIP,
General Partner

Patti J. Colbert
Print Name: PATTI J. COLBERT
Barbara Moore
Print Name: Barbara Moore

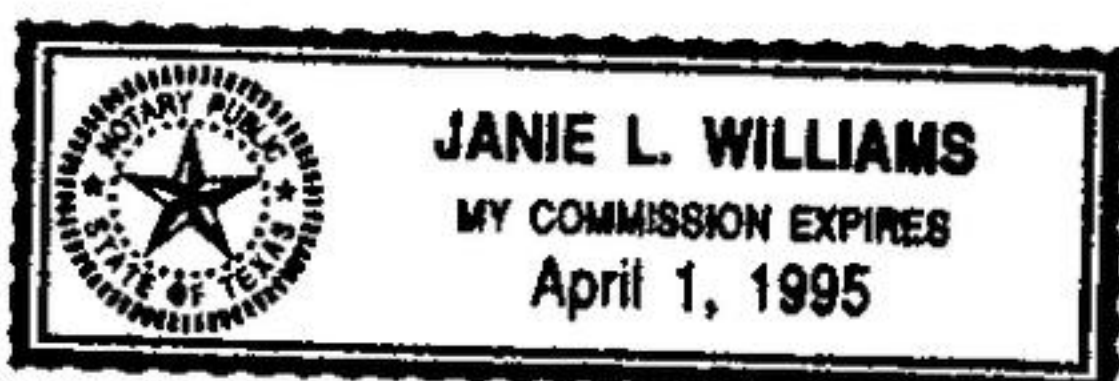
By: EAST WEST PARTNERS OF JACKSONVILLE, INC., Sole
General Partner

By: Roger S. Arrowsmith
Roger S. Arrowsmith, Vice President
"Owner"

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 4th day of October, 1993 by Roland P. Diaz, President of Northwest Crossings Corporation, a Delaware corporation, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said joint venture. He produced his Texas drivers license for identification and did not take an oath.

{Notary Seal must be affixed}



Janie L. Williams
Signature of Notary
JANIE L. WILLIAMS
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): N/A
My Commission Expires (if not legible on seal): 04-01-95

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of OCTOBER, 1993 by Roger S. Arrowsmith, Vice President of East West Partners of Jacksonville, Inc., a Virginia corporation, as General Partner of East West Partners of Jacksonville, Limited Partnership, a Virginia limited partnership, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said limited partnership, which is acting on behalf of said joint venture. He produced a FLORIDA drivers license for identification and did not take an oath.

{Notary Seal must be affixed}



LISA D. SNYDER
COMMISSION # CC 306922
EXPIRES AUG 9, 1997
Atlantic Bonding Co., Inc.
800-732-2245

Lisa D. Snyder
Signature of Notary
Lisa D. Snyder
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of October 1993 by John W. O'Connor and _____, President and _____ Secretary of DELTA SHAMROCK ENTERPRISES, INC., a Florida corporation, on behalf of said corporation. They produced a Florida drivers license for identification and did not take an oath.

{Notary Seal must be affixed}

William L. Thompson, Jr.
Signature of Notary

William L. Thompson, Jr.
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): C136501

My Commission Expires (if not legible on seal): _____

Notary Public, State of Florida
My Comm. Exp. Sept. 11, 1993
Bonded thru PRICHARD Ins. Agency

EXHIBIT "A"
MAP SHOWING BOUNDARY SURVEY OF
A PORTION OF SECTION 33
TOWNSHIP 4 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA

DATE: APRIL 13, 1993

FOR: EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE
& DELTA SHAMROCK ENTERPRISES, INC.

PARCEL "A"

A PORTION OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ON THE WEST LINE OF SAID SECTION NORTH 00 DEGREES 26 MINUTES 27 SECONDS WEST 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-220 (A 100 RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE ON LAST SAID LINE NORTH 89 DEGREES 38 MINUTES 48 SECONDS EAST 73.33 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST 259.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST 204.22 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 425.00 FEET, RUN A CHORD DISTANCE OF 155.58 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 08 MINUTES 54 SECONDS EAST; THENCE NORTH 20 DEGREES 41 MINUTES 43 SECONDS EAST 262.81 FEET; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 1675.00 FEET, RUN A CHORD DISTANCE OF 934.10 FEET, THE BEARING OF SAID CHORD BEING NORTH 87 DEGREES 36 MINUTES 25 SECONDS EAST; THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST 337.23 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS WEST 39.40 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST 307.73 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS EAST 216.54 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 18 SECONDS EAST 225.74 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS EAST 24.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 33 SECONDS EAST 27.99 FEET; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 29.90 FEET, RUN A CHORD DISTANCE OF 21.86 FEET, THE BEARING OF SAID CHORD BEING NORTH 67 DEGREES 59 MINUTES 14 SECONDS EAST; THENCE NORTH 46 DEGREES 37 MINUTES 14 SECONDS EAST 75.29 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 18.38 FEET, THE BEARING OF SAID CHORD BEING NORTH 64 DEGREES 27 MINUTES 23 SECONDS EAST; THENCE NORTH 82 DEGREES 17 MINUTES 32 SECONDS EAST 70.25 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 27.54 FEET, THE BEARING OF SAID CHORD BEING NORTH 54 DEGREES 58 MINUTES 23 SECONDS EAST; THENCE NORTH 27 DEGREES 39 MINUTES 13 SECONDS EAST 201.02 FEET; THENCE SOUTH 73 DEGREES 03 MINUTES 19 SECONDS EAST 58.77 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 20 SECONDS EAST 30.27 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 52 SECONDS EAST 28.44 FEET; THENCE SOUTH 86 DEGREES 41 MINUTES 04 SECONDS EAST 43.42 FEET; THENCE SOUTH 59 DEGREES 33 MINUTES 34 SECONDS EAST 8.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (STATE ROAD NO. 15); THENCE RUN THE FOLLOWING 2 COURSES ALONG LAST SAID LINE: 1) SOUTH 03 DEGREES 02 MINUTES 29 SECONDS WEST 378.09 FEET; 2) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, RUN A CHORD DISTANCE OF 12.85 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 52 MINUTES 40 SECONDS WEST; THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST 488.81 FEET; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 11324.00 FEET, RUN A CHORD DISTANCE OF 685.82 FEET, THE BEARING OF SAID CHORD BEING NORTH 88 DEGREES 39 MINUTES 05 SECONDS WEST; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 11576.00 FEET, RUN A CHORD DISTANCE OF 115.51 FEET, THE BEARING OF SAID CHORD BEING NORTH 87 DEGREES 12 MINUTES 07 SECONDS WEST; THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 160.18 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 21 SECONDS WEST 495.70 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 02 SECONDS WEST 140.48 FEET TO THE POINT OF BEGINNING, BEING 20.022 ACRES, MORE OR LESS, IN AREA

EXHIBIT "B"

LEGAL DESCRIPTION

MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ON THE WEST LINE OF SAID SECTION RUN NORTH 00 DEGREES 28 MINUTES 27 SECONDS WEST 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-220; THENCE ON SAID RIGHT-OF-WAY LINE NORTH 88 DEGREES 38 MINUTES 48 SECONDS EAST 73.33 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST 384.12 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 428.00 FEET, RUN A CHORD DISTANCE OF 156.88 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 08 MINUTES 54 SECONDS EAST; THENCE NORTH 20 DEGREES 41 MINUTES 43 SECONDS EAST 282.01 FEET; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 1678.00 FEET, RUN A CHORD DISTANCE OF 1178.91 FEET, THE BEARING OF SAID CHORD BEING NORTH 83 DEGREES 10 MINUTES 30 SECONDS EAST; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 1000.00 FEET, RUN A CHORD DISTANCE OF 488.38 FEET, THE BEARING OF SAID CHORD BEING NORTH 78 DEGREES 08 MINUTES 47 SECONDS EAST; THENCE NORTH 88 DEGREES 38 MINUTES 25 SECONDS EAST 718.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (STATE ROAD NO. 15); THENCE RUN THE FOLLOWING 3 COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: 1) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 23080.31 FEET, RUN A CHORD DISTANCE OF 286.88 FEET, THE BEARING OF SAID CHORD BEING SOUTH 03 DEGREES 23 MINUTES 48 SECONDS WEST; 2) SOUTH 03 DEGREES 02 MINUTES 29 SECONDS WEST 748.84 FEET; 3) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, RUN A CHORD DISTANCE OF 12.85 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 52 MINUTES 40 SECONDS WEST; THENCE SOUTH 88 DEGREES 38 MINUTES 48 SECONDS WEST 488.81 FEET; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 11324.00 FEET, RUN A CHORD DISTANCE OF 686.82 FEET, THE BEARING OF SAID CHORD BEING NORTH 84 DEGREES 38 MINUTES 05 SECONDS WEST; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 11578.00 FEET, RUN A CHORD DISTANCE OF 701.08 FEET, THE BEARING OF SAID CHORD BEING NORTH 88 DEGREES 38 MINUTES 05 SECONDS WEST; THENCE SOUTH 88 DEGREES 38 MINUTES 48 SECONDS WEST 50.48 FEET TO THE POINT OF BEGINNING, BEING 37.58 ACRES, MORE OR LESS, IN AREA.

FOR: EAST-WEST PARTNERS, INC

DATE: JANUARY 6, 1983

LESS AND EXCEPT the property described on Exhibit "A" attached hereto.

