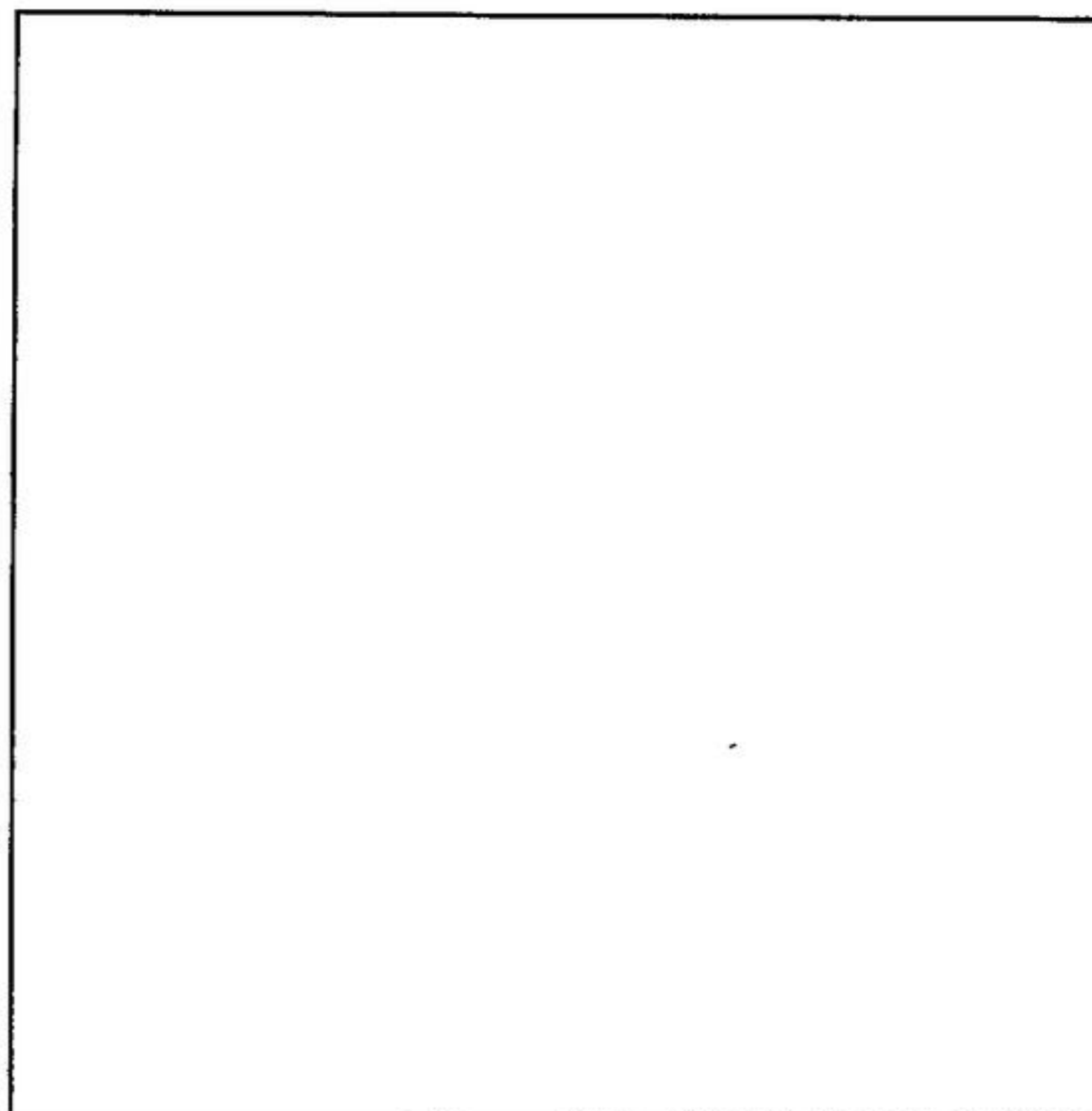


**Prepared by and Return to:**

William R. Brown, Jr., Esq.  
Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202-5017  
999400-6270



**DECLARATION OF EASEMENTS AND USE RESTRICTION**

THIS DECLARATION ("**Declaration**") is made as of January 17<sup>th</sup>, 2020, by **VILLAGE SQUARE I, LLC**, a Utah limited liability company, whose address is 1859 Town Hall Circle, Fleming Island, Florida 32003 ("**Declarant**").

**BACKGROUND FACTS**

A. Declarant is the fee simple owner of that certain real property located in Clay County, Florida which is more particularly described on Exhibit A attached hereto ("**Parcel A**").

B. Parcel A, together with certain other parcels, is subject to that certain Declaration of Easements, Covenants, Conditions and Restrictions recorded in Official Records Book 2684, page 1710 of the public records of Clay County, Florida (the "**2006 ECCRs**").

C. Contemporaneously with the execution and recording of this Declaration, Declarant is conveying to Mandarin Christian Church (of Jacksonville, Florida), Inc., a Florida not for profit corporation ("**Church**") that certain portion of Parcel A which is more particularly described on Exhibit B attached hereto (the "**Church Parcel**"). The remaining portion of Parcel A (that portion of Parcel A which does not constitute the Church Parcel and which is more particularly described on Exhibit C attached hereto), shall hereafter be referred to as the "**Declarant Parcel**". The Church Parcel and the Declarant Parcel (and any future subdivision thereof) shall each be referred to herein as a "**Parcel**".

D. As a condition to such conveyance, the Church has requested and the Declarant has agreed to impose certain additional restrictions upon the Declarant Parcel and the Church Parcel for the benefit of the Church Parcel and the Declarant Parcel, respectively, all as more particularity set forth herein.

**DECLARATION**

Declarant hereby declares as follows:

1. Background Facts. The background facts set forth above are stated to be true and correct and are incorporated herein by this reference.

2. Grant of Vehicular and Parking Easement. Declarant hereby grants and conveys to the Church, its permittees, successors and assigns, as an easement appurtenant to the Church Parcel, a perpetual nonexclusive easement for vehicular ingress, egress and parking, on, over and across all driveways, roads, parking areas and parking spaces now or hereafter located within any portion of the Declarant Parcel. Declarant shall not place fences, improvements or other structures or otherwise obstruct any such driveway, road, parking area or parking space in such manner as to materially interfere with the unobstructed flow of vehicular traffic, reduce the available parking or otherwise interfere with the easements granted herein. The Declarant hereby reserves for itself and its permittees, successors and assigns, as an easement appurtenant to the Declarant Parcel, a perpetual nonexclusive easement for vehicular ingress, egress and parking, on, over and across all driveways, roads, parking areas and parking spaces now or hereafter located within any portion of the Church Parcel. The Church shall not place fences, improvements or other structures or otherwise obstruct any such driveway, road, parking area or parking space in such manner as to materially interfere with the unobstructed flow of vehicular traffic, reduce the available parking or otherwise interfere with the easements granted herein.

3. Grant of Pedestrian Easements. Declarant hereby grants and conveys to the Church, its permittees, successors and assigns, as an easement appurtenant to the Church Parcel, a perpetual non-exclusive easement for the purpose of pedestrian traffic on, over and across the walkways, sidewalks, stairways, driveways and parking areas now or hereafter located within any portion of the Declarant Parcel. Declarant shall not place fences, improvements or other structures or otherwise obstruct any such walkway, sidewalk, stairway, driveway or parking area in such manner as to materially interfere with the unobstructed flow of pedestrian traffic or otherwise interfere with the easements granted herein. The Declarant hereby reserves for itself and its permittees, successors and assigns, as an easement appurtenant to the Declarant Parcel, a perpetual non-exclusive easement for the purpose of pedestrian traffic on, over and across the walkways, sidewalks, stairways, driveways and parking areas now or hereafter located within any portion of the Church Parcel. The Church shall not place fences, improvements or other structures or otherwise obstruct any such walkway, sidewalk, stairway, driveway or parking area in such manner as to materially interfere with the unobstructed flow of pedestrian traffic or otherwise interfere with the easements granted herein.

4. Use Restriction. Declarant covenants and agrees, for the benefit of the Church and the Church Parcel, that, at all times after the date hereof, no portion of the Declarant Parcel may be used primarily as a religious facility or a place of worship or of religious gathering of any kind, including but not limited to a church, parish, synagogue or mosque (the "Use Restriction"). Should Declarant sell or lease all or any part of the Declarant Parcel, such sale or lease shall be subject to the foregoing Use Restriction.

5. Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of the Parcels to the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to the private use of the owners of the Parcels and their respective permittees. This Declaration is intended to benefit the owners of the Parcels, and their respective successors, assigns and mortgagees and is not intended to constitute any other person as a third party beneficiary hereunder or to give any such person any rights hereunder unless otherwise designated as a permittee.

6. Attorneys' Fees. If the owner of any Parcel institutes any action or proceeding against another owner of a Parcel relating to the provisions of this Declaration or any violation or threatened violation hereunder, the unsuccessful owner in such action or proceeding will reimburse the successful owner for its reasonable expenses including, but not limited to, attorneys' fees incurred by the successful owner. Such reasonable expenses may be made a part of any judgment entered by a court of competent jurisdiction.

7. Running of Benefits and Burdens. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and inure to the assigns, successors, tenants and personal representatives of the owners of the Parcels.

8. Miscellaneous. There are no third party beneficiaries to this Declaration. Paragraph headings are for convenience only and shall not be used to construe or interpret this Declaration. This Declaration shall be governed by and interpreted, construed and enforced in accordance with the internal laws of Florida. This Declaration may be specifically enforced. In the event that any of the covenants, agreements, terms or provisions contained in this Declaration shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

9. Amendment. All amendments to this Declaration shall be in writing and shall be approved and executed by the owners of all of the Parcels. All amendments shall be recorded in the Public Records of Clay County, Florida, and any amendment to this Declaration shall become effective immediately upon recordation in the Public Records.

10. Waiver of Violation. No waiver of any violation by an owner of any Parcel shall be implied from the failure by an owner of any other Parcel to take action in respect of such violation. No express waiver of any violation shall affect any violation or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any violation shall not be deemed to be a waiver of any subsequent violations of this Declaration.

11. ECCRs. This Declaration shall be subject to the terms of the 2006 ECCRs. Wherever the terms of this Declaration shall conflict with those of the 2006 ECCRs, the terms and provisions of the 2006 ECCRs shall prevail. The Church acknowledges that by acceptance of a deed of conveyance to the Church Parcel, the Church Parcel shall become a "Parcel" under (and as defined in) the 2006 ECCRs and the owner of the Church Parcel shall thereafter be an "Owner" under (and as defined in) the 2006 ECCRs.

*[The remainder of this page has been intentionally left blank. Signature page to follow.]*

This Declaration has been executed as of the day and year first written above.

Witnesses:

Print Name:

Print Name:

Print Name:

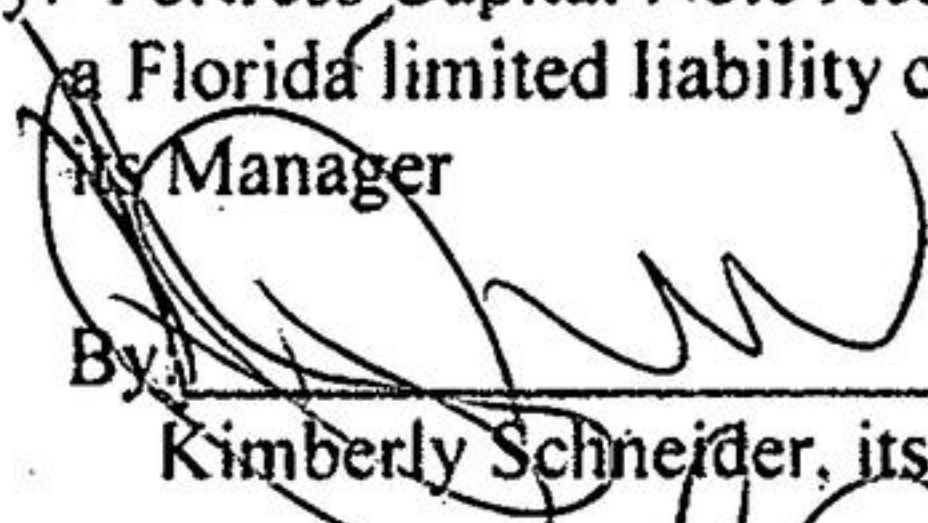
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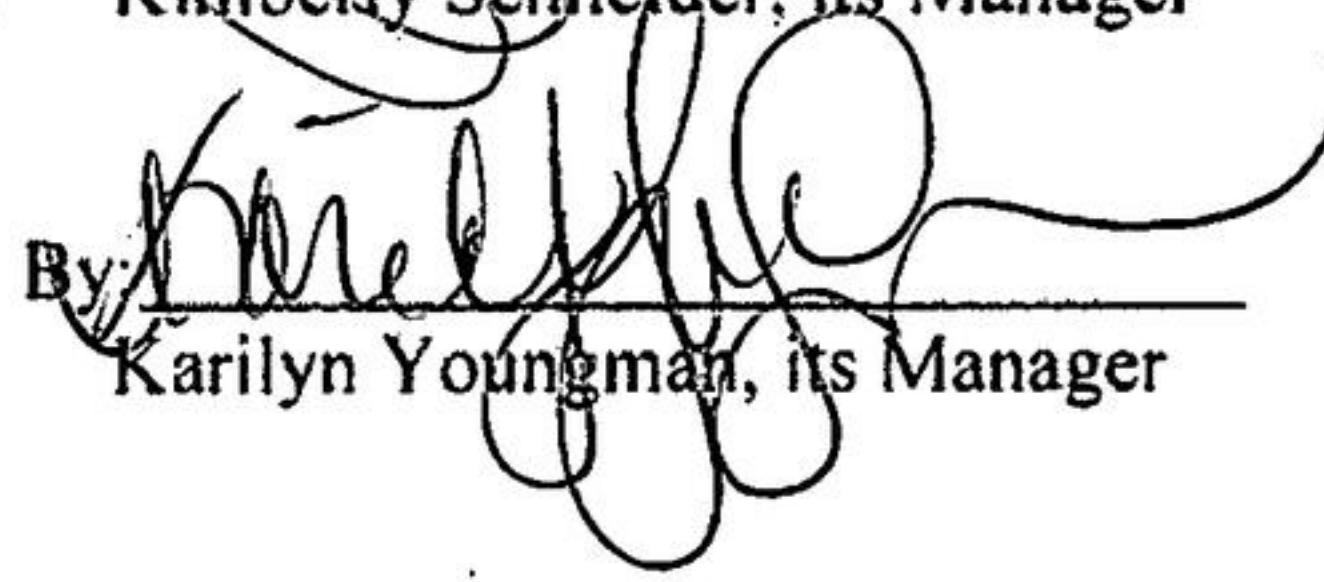
DECLARANT:

VILLAGE SQUARE I, LLC,  
a Utah limited liability company

By: Fortress Village Square LLC,  
a Florida limited liability company,  
its Manager

By: Fortress Capital Note Acquisition LLC,  
a Florida limited liability company,  
its Manager

By:   
Kimberly Schneider, its Manager

By:   
Karilyn Youngman, its Manager

## JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT OF MORTGAGEE ("**Consent**") made and entered into this \_\_\_ day of January, 2020, by **LV Lending LLC**, a Florida limited liability company ("**LV Lending**"), **Corporacion Moray, S.A.**, a foreign company ("**CM**"), **Amalia Carolina LLC**, a Florida limited liability company ("**AC**"), **Valkiria Capital LLC**, a Florida limited liability company ("**Valkiria**"), **Vera Lorena Salazar Lara**, a foreign citizen ("**Salazar Lara**"), **Los Palos Internacional Corp.**, a foreign company ("**LPI**"), **Beatriz Eugenia Vallejo Isaza**, a foreign citizen ("**Vallejo Isaza**"), **Clara Ines Navarro Gutierrez**, a foreign citizen ("**Navarro Gutierrez**"), **Green Leaf Company Inc**, a foreign company ("**Green Leaf**"), **Matima Investing S.A.**, a foreign company ("**Matima Investing**"), **Hampton World Holdings LLC**, a Florida limited liability company ("**Hampton**"), **Felipa Capital LLC**, a Florida limited liability company ("**Felipa Capital**"), **ISA Holdings LLC**, a Florida limited liability company ("**ISA Holdings**"), **Campfire Ventures Limited**, a foreign company ("**Campfire Ventures**"), **Jose Luis Avocone Sprock**, a foreign citizen ("**Avocone Sprock**"), **Piego Enterprises Limited**, a foreign company ("**Piego Enterprises**"), and **Jaime H. Odabachian**, a foreign citizen ("**Odabachian**" and together with **CM, AC, Valkiria, Salazar Lara, LPI, Vallejo Isaza, Navarro Gutierrez, Green Leaf, Matima Investing, Hampton, Felipa Capital, ISA Holdings, Campfire Ventures, Avocone Sprock, and Piego Enterprises**, collectively, the "**Lender**") (Lender together with **LV Lending**, collectively, the "**Mortgagee**").

### W I T N E S S E T H:

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage and Security Agreement given by **Village Square I, LLC**, a Utah limited liability company, in favor of **LV Lending** recorded on August 14, 2019, in Official Records at Book 4221, Page 1633, Public Records of Clay County, Florida, as partially assigned by **LV Lending** to Lender via that certain Assignment of Mortgage recorded on August 29, 2019, in Official Records at Book 4226, Page 1974, Public Records of Clay County, Florida (collectively, the "**Mortgage**").

WHEREAS, the Mortgage encumbers that certain real property located in Clay County, Florida that is more particularly described on Exhibit "A" of this Declaration of Easements and Use Restriction ("**Declaration**"); and

WHEREAS, Mortgagee has agreed to consent to and join in the execution of the Declaration to which this Consent is attached.

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the Declaration and recordation of the same and joins in the execution of the Declaration for the purposes of subordinating the Mortgage to the terms and conditions of this Declaration.
2. This Consent shall apply and be effective solely to the matters described in the Declaration and this Consent and nothing herein contained shall otherwise affect, alter or modify in any manner whatsoever the terms and conditions, lien, operation, effect and priority of the Mortgage as to the land and improvements encumbered thereby.


*[Signatures to Commence on Following Page]*

[SIGNATURE PAGE TO JOINDER AND CONSENT]

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

Witnesses:

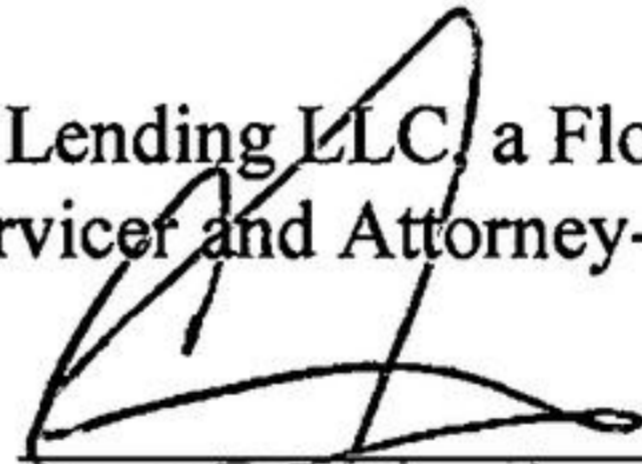
  
\_\_\_\_\_  
Print Name: Alex Hernandez

  
\_\_\_\_\_  
Print Name: Alex Valdes

**MORTGAGEE:**

CORPORACION MORAY, S.A., a foreign company, AMALIA CAROLINA LLC, a Florida limited liability company, VALKIRIA CAPITAL LLC, a Florida limited liability company, VERA LORENA SALAZAR LARA, a foreign citizen, LOS PALOS INTERNACIONAL CORP., a foreign company, BEATRIZ EUGENIA VALLEJO ISAZA, a foreign citizen, CLARA INES NAVARRO GUTIERREZ, a foreign citizen, GREEN LEAF COMPANY INC, a foreign company, MALTIMA INVESTING S.A., a foreign company, HAMPTON WORLD HOLDINGS LLC, a Florida limited liability company, FELPA CAPITAL LLC, a Florida limited liability company, ISA HOLDINGS LLC, a Florida limited liability company, CAMPFIRE VENTURES LIMITED, a foreign company, JOSE LUIS AVOCONO SPROCK, a foreign citizen, PIEGO ENTERPRISES LIMITED, a foreign company, and JAIME H ODABACHIAN, a foreign citizen, and LV LENDING, LLC, a Florida limited liability company

By: LV Lending LLC, a Florida limited liability company, their Servicer and Attorney-in-Fact

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

Name: Camilo Nino

Its: Manager

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

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 16 day of JANUARY, 2020, by CAMILO NINO, as MANAGER of LV Lending LLC, a Florida limited liability company, as Servicer and Attorney-in-Fact on behalf of CORPORACION MORAY, S.A., a foreign company, AMALIA CAROLINA LLC, a Florida limited liability company, VALKIRIA CAPITAL LLC, a Florida limited liability company, VERA LORENA SALAZAR LARA, a foreign citizen, LOS PALOS INTERNACIONAL CORP., a foreign company, BEATRIZ EUGENIA VALLEJO ISAZA, a foreign citizen, CLARA INES NAVARRO GUTIERREZ, a foreign citizen, GREEN LEAF COMPANY INC, a foreign company, MALTIMA INVESTING S.A., a foreign company, HAMPTON WORLD HOLDINGS LLC, a Florida limited liability company, FELPA CAPITAL LLC, a Florida limited liability company, ISA HOLDINGS LLC, a Florida limited liability company, CAMPFIRE VENTURES LIMITED, a foreign company, JOSE LUIS AVOCONE SPROCK, a foreign citizen, PIEGO ENTERPRISES LIMITED, a foreign company, and JAIME H ODABACHIAN, a foreign citizen, and LV LENDING, LLC, a Florida limited liability company. He/she is personally known to me or produced a \_\_\_\_\_ as identification.

[Handwritten Signature]

(Notary Signature)

RICARDO URIBE

(Notary Name Printed)

NOTARY PUBLIC

Commission

No. GG125810

(NOTARY SEAL)



**EXHIBIT "A"**

**PARCEL A**

PARCEL I

PARCEL "G" OF VILLAGE SQUARE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36, PAGES 71-77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

OUTPARCEL "A"

A PORTION OF PARCEL "G", AS SHOWN ON THE PLAT OF VILLAGE SQUARE AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 50° 55' 36" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD HARD ROAD (A 50 FOOT RIGHT OF WAY), 50.85 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 50° 55' 35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 82.90 FEET; THENCE SOUTH 39° 04' 24" EAST, 80.28 FEET; THENCE SOUTH 52° 24' 48" WEST, 10.75 FEET; THENCE SOUTH 50° 55' 36" WEST, 80.00 FEET; THENCE NORTH 39° 04' 24" WEST, 60.00 FEET; THENCE NORTH 17° 39' 30" WEST, 21.49 FEET TO THE POINT OF BEGINNING.

OUTPARCEL "B"

A PORTION OF PARCEL "G", AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN SOUTH 39° 04' 24" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "G" (ALSO BEING THE NORTHEASTERLY LINE OF PARCEL "H", SAID VILLAGE SQUARE) A DISTANCE OF 360.24 FEET TO A POINT ON THE CURVE FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 50° 55' 36" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 39° 04' 24" EAST, A DISTANCE OF 25.31 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 160.05 FEET, AN ARC DISTANCE OF 152.26 FEET TO A POINT ON A CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 67° 37' 19" EAST, 146.58 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 46.94 FEET TO A POINT ON A CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 83° 11' 50" EAST, 44.29 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 160.05 FEET, AN ARC DISTANCE OF 183.86 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH 75° 34' 35" EAST, 173.91 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 68.18 FEET, AN ARC DISTANCE OF 83.07 FEET TO A POINT OF REVERSE CURVE, SAID CURVE SUBTENDED BY A CHORD OF SOUTH 77° 34' 26" EAST, 78.03 FEET; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 159.14 FEET, AN ARC DISTANCE OF 13.99 FEET TO A POINT ON THE EASTERLY LINE OF PREVIOUSLY MENTIONED PARCEL "G", VILLAGE SQUARE, SAID ARC SUBTENDED BY A CHORD OF NORTH 70° 02' 23" EAST, 13.99 FEET;

THENCE SOUTH 35° 10' 25" WEST, ALONG SAID EASTERLY LINE OF PARCEL "G", 35.35 FEET TO A POINT ON A CURVE AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "G", RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF SAID PARCEL "G". 1ST COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 389.00 FEET, AN ARC DISTANCE OF 89.03 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDE BY A CHORD OF SOUTH 76° 19' 14" WEST, 88.84 FEET; 2ND COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 465.00 FEET, AN ARC DISTANCE OF 236.62 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDE BY A CHORD OF SOUTH 84° 20' 29" WEST, 234.07 FEET; 3RD COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET AN ARC DISTANCE OF 101.14 FEET TO A POINT ON THE PREVIOUSLY MENTIONED SOUTHWESTERLY LINE OF PARCEL "G", SAID ARC SUBTENDE BY A CHORD OF SOUTH 84° 25' 55" WEST, 100.07 FEET; THENCE NORTH 39° 04' 24" WEST, ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 83.87 FEET TO THE POINT OF BEGINNING.

#### OUTPARCEL "C"

A PORTION OF PARCEL "G" AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 50°55'36" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD HARD ROAD (A 50 FOOT RIGHT OF WAY), A DISTANCE OF 147.65 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 50°55'36" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 191.25 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHEASTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET, AND ARC DISTANCE OF 14.73 FEET TO A POINT; SAID ARC SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 48°30'57" EAST, 14.72 FEET; THENCE SOUTH 39°04'24" EAST, A DISTANCE OF 97.24 FEET; THENCE SOUTH 58°55'44" WEST, A DISTANCE OF 49.82 FEET; THENCE SOUTH 06°51'10" EAST, A DISTANCE OF 32.73 FEET; THENCE SOUTH 50°01'15" WEST, A DISTANCE OF 74.63 FEET; THENCE SOUTH 39°26'59" EAST, A DISTANCE OF 34.29 FEET; THENCE SOUTH 06°21'43" EAST, A DISTANCE OF 15.96 FEET; THENCE SOUTH 39°04'36" EAST, A DISTANCE OF 82.99 FEET; THENCE NORTH 83°08'48" EAST, A DISTANCE OF 95.86 FEET; THENCE SOUTH 05°44'24" EAST, A DISTANCE OF 86.98 FEET; THENCE SOUTH 74°18'38" WEST, A DISTANCE OF 29.79 FEET; THENCE SOUTH 04°04'07" EAST, A DISTANCE OF 33.60 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 190.05 FEET, AN ARC DISTANCE OF 62.67 FEET TO A POINT, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 77°16'35" WEST, 62.39 FEET; THENCE NORTH 18°56'35" WEST, A DISTANCE OF 66.32 FEET; THENCE NORTH 38°16'03" WEST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 51°43'57" WEST, A DISTANCE OF 35.06 FEET; THENCE NORTH 39°13'04" WEST, A DISTANCE OF 41.01 FEET; THENCE SOUTH 50°58'30" WEST, A DISTANCE OF 91.92 FEET; THENCE NORTH 39°12'33" WEST, A DISTANCE OF 83.85 FEET; THENCE NORTH 50°42'29" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 39°04'24" WEST, A DISTANCE OF 95.81 FEET TO THE POINT OF BEGINNING.

#### OUTPARCEL "D"

A PORTION OF PARCEL "G" AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 35°10'25" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL "G", A DISTANCE OF 269.51 FEET; THENCE NORTH 54°08'31" WEST, A DISTANCE OF 34.53 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 35°12'31" WEST, A DISTANCE OF 194.79 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 38.46 FEET, AN ARC DISTANCE OF 59.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°45'39" WEST, 53.96 FEET; THENCE NORTH 55°41'13" WEST, A DISTANCE OF 112.17 FEET; THENCE NORTH 01°36'53" EAST A DISTANCE OF 40.22 FEET; THENCE NORTH 35°51'29" EAST, A DISTANCE OF 203.44 FEET; THENCE SOUTH 54°08'31" EAST, A DISTANCE OF 169.98 FEET TO THE POINT OF BEGINNING.

PARCEL II:

Together with those appurtenant non-exclusive easement rights contained in the following instruments:

- (i) The Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1834, Page 819; as affected by Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1863, Page 1410; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1902, Page 363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1995, Page 1363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2019, Page 1315; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2039, Page 2046; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2074, Page 952; and Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2107, Page 341, all of the Public Records of Clay County, Florida;
- (ii) The Easement recorded in O.R. Book 1995, Page 1403, of the public records of Clay County, Florida;
- (iii) The Declaration of Easements, Covenants, Conditions and Restrictions recorded March 1, 2006 recorded in Official Records Book 2684, Page 1710, of the Public Records of Clay County, Florida;
- (iv) The Ingress and Egress Access Easement and Utility Easement recorded November 28, 2001, in Official Records Book 1995, Page 1395, of the Public Records of Clay County, Florida.

**EXHIBIT "B"****CHURCH PARCEL**

A portion of Parcel "G", VILLAGE SQUARE, according to the plat thereof as recorded in Plat Book 36, Pages 71 through 77, of the Public Records of Clay County, Florida, and being more particularly described as follows:

Commence at the most Southeasterly corner of said Parcel "G"; thence North 35°10' 25" East along said Easterly line of said Parcel "G", 269.51 feet; thence North 54°08'31" West 204.51 feet; to the Northwest corner of the lands described in Official Records Book 3978, Page 369, of said Public Records; thence South 35°51'29" West along the westerly line of said lands, 138.59 feet; thence North 54°08'31" West 56.60 feet to the POINT OF BEGINNING; thence South 83°06'41" West, 133.26 feet; thence North 06°53'19" West, 200.03 feet; thence North 83°06'41" East, 82.19 feet; thence South 45°58'01" East, 45.27 feet; thence North 44°01'59" East, 19.70 feet; thence South 50°36'21" East, 25.13 feet; thence South 06°53'19" East, 121.44 feet; thence South 35°22'29" West 15.07 feet; thence South 06°53'19" East 26.56 feet to the POINT OF BEGINNING.

Together with those appurtenant non-exclusive easement rights contained in the following instruments:

(i) The Declaration recorded in O.R. Book Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1834, Page 819; as affected by Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1863, Page 1410; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1902, Page 363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1995, Page 1363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2019, Page 1315; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2039, Page 2046; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2074, Page 952; and Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2107, Page 341, all of the Public Records of Clay County, Florida.

(ii) The Easement recorded in O.R. Book 1995, Page 1403, of the public records of Clay County, Florida.

(iii) The Declaration of Easements, Covenants, Conditions and Restrictions recorded March 1, 2006 recorded in Official Records Book 2684, Page 1710, of the Public Records of Clay County, Florida.

(iv) The Ingress and Egress Access Easement and Utility Easement recorded November 28, 2001, in Official Records Book 1995, Page 1395, of the Public Records of Clay County, Florida.

**EXHIBIT "C"**

**DECLARANT PARCEL**

**PARCEL I**

PARCEL "G" OF VILLAGE SQUARE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36, PAGES 71-77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

**OUTPARCEL "A"**

A PORTION OF PARCEL "G", AS SHOWN ON THE PLAT OF VILLAGE SQUARE AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 50° 55' 36" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD HARD ROAD (A 50 FOOT RIGHT OF WAY), 50.85 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 50° 55' 35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 82.90 FEET; THENCE SOUTH 39° 04' 24" EAST, 80.28 FEET; THENCE SOUTH 52° 24' 48" WEST, 10.75 FEET; THENCE SOUTH 50° 55' 36" WEST, 80.00 FEET; THENCE NORTH 39° 04' 24" WEST, 60.00 FEET; THENCE NORTH 17° 39' 30" WEST, 21.49 FEET TO THE POINT OF BEGINNING.

**OUTPARCEL "B"**

A PORTION OF PARCEL "G", AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN SOUTH 39° 04' 24" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "G" (ALSO BEING THE NORTHEASTERLY LINE OF PARCEL "H", SAID VILLAGE SQUARE) A DISTANCE OF 360.24 FEET TO A POINT ON THE CURVE FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 50° 55' 36" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 39° 04' 24" EAST, A DISTANCE OF 25.31 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 160.05 FEET, AN ARC DISTANCE OF 152.26 FEET TO A POINT ON A CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 67° 37' 19" EAST, 146.58 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 46.94 FEET TO A POINT ON A CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 83° 11' 50" EAST, 44.29 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 160.05 FEET, AN ARC DISTANCE OF 183.86 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH 75° 34' 35" EAST, 173.91 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 68.18 FEET, AN ARC DISTANCE OF 83.07 FEET TO A POINT OF REVERSE CURVE, SAID CURVE SUBTENDED BY A CHORD OF SOUTH 77° 34' 26" EAST, 78.03 FEET; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 159.14 FEET, AN ARC DISTANCE OF 13.99 FEET TO A POINT ON THE EASTERLY LINE OF PREVIOUSLY MENTIONED PARCEL "G", VILLAGE SQUARE, SAID ARC SUBTENDED BY A CHORD OF NORTH 70° 02' 23" EAST, 13.99 FEET;

THENCE SOUTH 35° 10' 25" WEST, ALONG SAID EASTERLY LINE OF PARCEL "G", 35.35 FEET TO A POINT ON A CURVE AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "G", RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF SAID PARCEL "G". 1ST COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 389.00 FEET, AN ARC DISTANCE OF 89.03 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH 76° 19' 14" WEST, 88.84 FEET; 2ND COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 465.00 FEET, AN ARC DISTANCE OF 236.62 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH 84° 20' 29" WEST, 234.07 FEET; 3RD COURSE, RUN IN AN WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET AN ARC DISTANCE OF 101.14 FEET TO A POINT ON THE PREVIOUSLY MENTIONED SOUTHWESTERLY LINE OF PARCEL "G", SAID ARC SUBTENDED BY A CHORD OF SOUTH 84° 25' 55" WEST, 100.07 FEET; THENCE NORTH 39° 04' 24" WEST, ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 83.87 FEET TO THE POINT OF BEGINNING.

#### OUTPARCEL "C"

A PORTION OF PARCEL "G" AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 50°55'36" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD HARD ROAD (A 50 FOOT RIGHT OF WAY), A DISTANCE OF 147.65 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 50°55'36" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 191.25 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHEASTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET, AND ARC DISTANCE OF 14.73 FEET TO A POINT; SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°30'57" EAST, 14.72 FEET; THENCE SOUTH 39°04'24" EAST, A DISTANCE OF 97.24 FEET; THENCE SOUTH 58°55'44" WEST, A DISTANCE OF 49.82 FEET; THENCE SOUTH 06°51'10" EAST, A DISTANCE OF 32.73 FEET; THENCE SOUTH 50°01'15" WEST, A DISTANCE OF 74.63 FEET; THENCE SOUTH 39°26'59" EAST, A DISTANCE OF 34.29 FEET; THENCE SOUTH 06°21'43" EAST, A DISTANCE OF 15.96 FEET; THENCE SOUTH 39°04'36" EAST, A DISTANCE OF 82.99 FEET; THENCE NORTH 83°08'48" EAST, A DISTANCE OF 95.86 FEET; THENCE SOUTH 05°44'24" EAST, A DISTANCE OF 86.98 FEET; THENCE SOUTH 74°18'38" WEST, A DISTANCE OF 29.79 FEET; THENCE SOUTH 04°04'07" EAST, A DISTANCE OF 33.60 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 190.05 FEET, AN ARC DISTANCE OF 62.67 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°16'35" WEST, 62.39 FEET; THENCE NORTH 18°56'35" WEST, A DISTANCE OF 66.32 FEET; THENCE NORTH 38°16'03" WEST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 51°43'57" WEST, A DISTANCE OF 35.06 FEET; THENCE NORTH 39°13'04" WEST, A DISTANCE OF 41.01 FEET; THENCE SOUTH 50°58'30" WEST, A DISTANCE OF 91.92 FEET; THENCE NORTH 39°12'33" WEST, A DISTANCE OF 83.85 FEET; THENCE NORTH 50°42'29" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 39°04'24" WEST, A DISTANCE OF 95.81 FEET TO THE POINT OF BEGINNING.

#### OUTPARCEL "D"

A PORTION OF PARCEL "G" AS SHOWN ON THE PLAT OF VILLAGE SQUARE, AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "G" AND RUN NORTH 35°10'25" EAST, .ALONG THE EASTERLY. LINE OF SAID PARCEL "G", A DISTANCE OF 269.51 FEET; THENCE NORTH 54°08'31" WEST, A DISTANCE OF 34.53 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 35°12'31" WEST, A DISTANCE OF 194.79 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 38.46 FEET, AN ARC DISTANCE OF 59.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°45'39" WEST, 53.96 FEET; THENCE NORTH 55°41'13" WEST, A DISTANCE OF 112.17 FEET; THENCE NORTH 01°36'53" EAST A DISTANCE OF 40.22 FEET; THENCE NORTH 35°51'29" EAST, A DISTANCE OF 203.44 FEET; THENCE SOUTH 54°08'31" EAST, A DISTANCE OF 169.98 FEET TO THE POINT OF BEGINNING.

#### CHURCH PARCEL

A PORTION OF PARCEL "G", VILLAGE SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL "G"; THENCE NORTH 35°10' 25" EAST ALONG SAID EASTERLY LINE OF SAID PARCEL "G", 269.51 FEET; THENCE NORTH 54°08'31" WEST 204.51 FEET; TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3978, PAGE 369, OF SAID PUBLIC RECORDS; THENCE SOUTH 35°51'29" WEST ALONG THE WESTERLY LINE OF SAID LANDS, 138.59 FEET; THENCE NORTH 54°08'31" WEST 56.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°06'41" WEST, 133.26 FEET; THENCE NORTH 06°53'19" WEST, 200.03 FEET; THENCE NORTH 83°06'41" EAST, 82.19 FEET; THENCE SOUTH 45°58'01" EAST, 45.27 FEET; THENCE NORTH 44°01'59" EAST, 19.70 FEET; THENCE SOUTH 50°36'21" EAST, 25.13 FEET; THENCE SOUTH 06°53'19" EAST, 121.44 FEET; THENCE SOUTH 35°22'29" WEST 15.07 FEET; THENCE SOUTH 06°53'19" EAST 26.56 FEET TO THE POINT OF BEGINNING.

#### PARCEL II:

Together with those appurtenant non-exclusive easement rights contained in the following instruments:

(i) The Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1834, Page 819; as affected by Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1863, Page 1410; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1902, Page 363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 1995, Page 1363; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2019, Page 1315; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2039, Page 2046; Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2074, Page 952; and Supplement to Declaration of Covenants, Restrictions and Easements, recorded in O.R. Book 2107, Page 341, all of the Public Records of Clay County, Florida;

(ii) The Easement recorded in O.R. Book 1995, Page 1403, of the public records of Clay County, Florida;

(iii) The Declaration of Easements, Covenants, Conditions and Restrictions recorded March 1, 2006 recorded in Official Records Book 2684, Page 1710, of the Public Records of Clay County, Florida;

(iv) The Ingress and Egress Access Easement and Utility Easement recorded November 28, 2001, in Official Records Book 1995, Page 1395, of the Public Records of Clay County, Florida.