

THIS INSTRUMENT WAS PREPARED BY
LINDA ANN WILSON
ATTORNEY AT LAW
1000 WEST 10TH STREET
MILWAUKEE, WISCONSIN 53233
JANUARY 1989, REC'D 1005

DECLARATION
OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
BAYBERRY CENTER

PROT
JANUARY 1989, REC'D 1005
1000 WEST 10TH STREET
MILWAUKEE, WISCONSIN 53233

588

TABLE OF CONTENTS

Section	Page No.
STATEMENT OF FACTS	1.
1. INCORPORATION OF STATEMENT OF FACTS.....	2.
2. INGRESS-EGRESS EASEMENT.....	2.
3. UTILITY EASEMENT.....	3.
4. PARKING EASEMENT A.....	4.
5. PARKING EASEMENT B.....	4.
6. NEW SIGN EASEMENT	4.
7. INGRESS-EGRESS EASEMENT NO. 2	5.
8. DRAINAGE EASEMENT NO. 1.....	6.
9. DRAINAGE EASEMENT NO. 2.....	7.
10. DEFAULT AND ENFORCEMENT	7.
11. RIGHT TO STATUS LETTER.....	8.
12. PROVISIO	8.
13. ADDITIONAL PARKING EASEMENTS.....	8.
14. TERMINATION OF RIGHT.....	8.
15. ARCHITECTURAL REVIEW	9.
16. SHEET WATER.....	9.
17. RESTRICTIONS	9.
18. INJUNCTIVE RELIEF	10.
19. NON-WAIVER	10.
20. FORCE MAJEURE	10.
21. TERM	10.
22. MORTGAGE SUBORDINATION.....	11.
23. MISCELLANEOUS.....	11.
LIST OF EXHIBITS.....	12.

**DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made effective this 16th day of May, 1990 by and between M. O. Sofronko, Harry L. Geiger, Samuel R. Shorestein and Jack F. Shorestein (collectively, the "Declarants", which term shall include their respective heirs, legal representatives and assigns except where the context hereof otherwise provides).

STATEMENT OF FACTS

A. Declarants are the fee simple owners of property situate in Duval County, Florida, which property is (i) more particularly described on Exhibit A attached hereto and (ii) hereinafter referred to as the "Overall Property".

B. Each of the Declarants owns an undivided interest in and to the Overall Property and collectively the Declarants own all of the interests in and to the Overall Property.

C. Declarants did heretofore cause to be developed a parcel of property adjoining the Overall Property, which adjoining parcel is (i) more particularly described on Exhibit B attached and (ii) hereafter referred to as the "Adjoining Property".

D. The Overall Property is zoned as a PUD District pursuant to Ordinance 89-738-444 of the Consolidated City of Jacksonville, and Declarants now contemplate subdividing the Overall Property as permitted thereby into four parcels, as follows:

1. Property described on Exhibit C attached ("Parcel No. 1");
2. Property described on Exhibit D attached ("Parcel No. 2");
3. Property described on Exhibit E attached ("Parcel No. 3");
4. Property described on Exhibit F attached ("Parcel No. 4").

E. Notwithstanding the foregoing, nothing herein shall require the Declarants to subdivide Parcel Nos. 3 and 4 as herein described, the Declarants reserving the right to re-subdivide or combine Parcel Nos. 3 and 4 into any configuration they hereafter determine by recording a Supplement hereto. However, as, if and when such Parcels shall be subdivided into a different configuration (the "New Parcels") then the New Parcels shall continue to enjoy and be benefited by each and every of the easements herein provided and shall be subject to each and every of the covenants and restrictions hereof provided that Parcel identified in a Supplement hereto as Parcel No. 3, or Parcel No. 3/4 shall always be the sole benefited Parcel of Parking Easement B. Further, the term "Parcel" as used herein shall mean a Parcel as herein described until changed by a Supplement hereto in accordance with the provisions hereof and shall thereafter be as changed by such Supplement. If Parcel Nos. 3 and 4 are hereafter combined into a single Parcel by a Supplement, it shall thereafter be referred to as Parcel No. 3/4.

F. Declarants have determined the desirability of (i) creating easements on portions of the Overall Property and of making the provisions and creating the obligations relative thereto as hereafter set forth and provided and (ii) placing certain covenants and restrictions on the Overall Property as hereafter set forth and provided.

G. Such easements shall be perpetual and the obligations relative thereto as well as the covenants and restrictions herein imposed shall run with the land and benefit and bind all of the Parcels which constitute the Overall Property.

H. It is contemplated hereby that as of time of execution hereof that only a portion of the Overall Property will be developed and that, further, easements for ingress and egress and drainage may, in the discretion of the Declarants, later be imposed by the Declarants on portions of Parcel No. 3 and/or Parcel No. 4 by a Supplement to this Declaration. If any such easements are so imposed and if such Supplement so provides, then the obligation of maintenance thereof shall be as binding upon all of the Parcels constituting the Overall Property as if such easements for ingress and egress and/or drainage were created in this Declaration.

I. Notwithstanding anything herein set forth, the Declarants may not further subdivide or combine Parcel Nos. 3 and 4, or any portion thereof or impose any further easements on Parcel Nos. 3 and 4 or any portion thereof after such time as the Declarants shall have conveyed as hereinafter described any portion of Parcel No. 3 or Parcel No. 4.

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the Parcels benefited by the easements herein created, as well as those which may be created as herein permitted, and in further consideration of the benefits flowing from the covenants and

OFFICIAL RECORDS

restrictions herein imposed, the Declarants do, by these presents, make, declare and impose the following covenants, restrictions and easements, all of which shall run with the title to the land and which shall be binding upon all parties having any right, title or interest in and to all of the Parcels constituting the Overall Property as herein set forth and as hereafter supplemented as permitted hereby, as well as their respective heirs, legal representatives and assigns.

1. INCORPORATION OF STATEMENT OF FACTS. The Statement of Facts is by this reference incorporated herein and made a part hereof.

2. INGRESS-EGRESS EASEMENT.

A. Declarants do hereby establish and create for the use and benefit of Parcel No. 1, Parcel No. 3 and Parcel No. 4 a non-exclusive (but subject to the exclusive Parking Easement granted as herein prohibited), perpetual easement (the "Ingress-Egress Easement") on, over and across that portion of Parcel No. 2 which is more particularly described on Exhibit G attached, all as more particularly set forth and provided in this Section 2.

B. The Ingress-Egress Easement shall be for the purpose of providing ingress and egress to the owners of Parcel No. 1, Parcel No. 3 and Parcel No. 4. Each such owner may grant the privilege of such easement to such owner's tenants, subtenants, agents, guests, invitees, licensees and mortgagees. Further, such easement shall inure to the benefit of postal authorities, police and fire departments and similar lawful authorities.

C. Except as herein otherwise provided, there shall be no improvements located or maintained on or above the surface of the Ingress-Egress Easement except for pavement, which pavement shall (i) be constructed and maintained so as to meet the requirements of the Consolidated City of Jacksonville for an approved private road and (ii) be designed so as not to impede proper utilization of any adjoining Parking Easement which lies within the Ingress-Egress Easement or an extension thereof into Parcel No. 3 and/or Parcel No. 4.

D. Except as to any Parking Easement lying within the Ingress-Egress Easement, parking or standing of vehicles is prohibited in any portion of the Ingress-Egress Easement except when absolutely requisite in and about the improvement or maintenance thereof.

E. The owner from time to time of Parcel No. 2 shall maintain, repair and replace in a first class manner the improvements to the Ingress-Egress Easement (but excluding any Parking Easement located therein), in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanics', materialmen's or laborers' liens. All such costs of the foregoing (which excludes the initial cost of the improvements), though initially advanced by the owner from time to time of Parcel No. 2, shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of heated and air-conditioned floor area within all completed improvements on a Parcel bears to the square footage of heated and air conditioned floor area within all completed improvements located on the Overall Property. For the purpose of making such calculations, improvements will be deemed completed when eligible for occupancy in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations. Each calendar quarter shall constitute a "Determinative Period". For the purpose of determining the quantity of heated and air-conditioned floor area the most up-to-date records of the office of the Property Appraiser of Duval County, Florida shall be utilized wherever possible. The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

F. The owner from time to time of Parcel No. 2 shall cause to be kept accurate records of the costs incurred by such owner. Whenever such costs shall be included within costs incurred encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent manner as determined by an independent, certified public accountant retained by the owner of Parcel No. 2 with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld. The owner of any other Parcel which shall be liable to contribute to such costs shall have the right to inspect at reasonable times and hours the books, records and contracts of the owner of Parcel No. 2 to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period and the owner of Parcel No. 2 shall maintain such books and records for a period of not less than one year following the expiration of each such Determinative Period.

G. All pro rata costs to be paid by the owner of a Parcel to the owner of Parcel No. 2 shall be paid within the time as provided in Paragraph 10A hereof and, if such owner shall fail to pay the same as so provided, then the owner of Parcel No. 2 shall have the rights and remedies as provided in Paragraph 10B, C and D hereof.

H. Notwithstanding anything in this Section 2 otherwise provided, in the event an owner of a Parcel shall cause any pavement lying within this easement to be disturbed for the purpose of benefitting such owner's Parcel (and not all owners of Parcels aggregating the

OFFICIAL RECORDS

Overall Property), then such owner shall be responsible to restore the pavement to the condition it was in prior to such disturbance or damage.

3. UTILITY EASEMENT.

A. Declarants do hereby establish and create for the use and benefit of each Parcel constituting the Overall Property a non-exclusive, alienable, perpetual easement (the "Utility Easement") on, under and across that portion of the property which is more particularly described in Exhibit H attached, all as more particularly set forth and provided in this Section 3.

B. The Utility Easement shall be for the purpose of locating beneath the ground surface (except as otherwise provided in this Section) and maintaining thereon utility lines (the "Utility Lines", which term shall include any and all facilities located within the Utility Easement which contribute to the operation or utilization thereof including, without limiting the generality of the foregoing, manholes, meters, meter boxes and electrical transformers, if any) to serve the improvements from time to time located on any and all Parcels constituting the Overall Property.

C. There shall be no improvements located or maintained on or above the ground surface of the Utility Easement except for (i) grass, landscaping shrubs and trees, (ii) pavement and curbs and gutters, (iii) meters, meter boxes, manhole covers and electric transformer(s) or (iv) sign within the hereinafter designated Sign Easement; provided, however, and notwithstanding the foregoing, nothing shall be located within that portion of the Ingress-Egress Easement which lies within the Utility Easement which could in any way interfere with ingress and egress to and from the Parcels benefited thereby.

D. To the extent a Utility Line serves exclusively only one Parcel or one owner and the same is not maintained by the utility company or entity providing such service, then the owner from time to time of such Parcel shall service, maintain and repair the same.

E. Except as provided in Paragraph 3D and except where the utility company or entity providing the service maintains the same without special charge therefor to the user thereof, the owner from time to time of Parcel No. 2 shall service, maintain and repair in a first class manner the Utility Lines. All such costs for the foregoing (which excludes the initial cost of such improvements), though initially advanced by the owner from time to time of Parcel No. 2, shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of heated and air-conditioned floor area within all completed improvements on a Parcel bears to the square footage of heated and air conditioned floor area within all completed improvements located on the Overall Property. For the purpose of making such calculations, improvements will be deemed completed when eligible for occupancy in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations. Each calendar quarter shall constitute a "Determinative Period". For the purpose of determining the quantity of heated and air-conditioned floor area the most up-to-date records of the office of the Property Appraiser of Duval County, Florida shall be utilized wherever possible. The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

F. The owner from time to time of Parcel No. 2 shall cause to be kept accurate records of the costs incurred by such owner. Whenever such costs shall be included within costs encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent and equitable manner as determined by an independent, certified public accountant retained by the owner of Parcel No. 2 with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld.

The owners of any other Parcel which shall be liable to contribute to such cost shall have the right to inspect at reasonable times and hours at the offices maintained by the owner of Parcel No. 2 the books and records of the owner of Parcel No. 2 to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period and the owner of Parcel No. 2 shall maintain and keep such books and records for a period of not less than one year following the expiration of each such Determinative Period.

G. All pro rata costs to be paid by the owners of a Parcel to the owner of Parcel No. 2 during each Determinative Period shall be paid within the time as provided in Paragraph 10A hereof and, if such owner shall fail to pay the same as so provided, then the owner of Parcel No. 2 shall have the rights and remedies as provided in Paragraphs 10B, C and D hereof.

H. The owner of each Parcel (the "Obligated Owner") shall, upon demand of any owner of another Parcel, execute and deliver to any utility company or entity a non-exclusive easement to any portion of the Utility Easement provided, however, such easement shall (i) create no fiscal obligation or liability on the part of the Obligated Owner, (ii) be subject to the provisions of Paragraph 3B and C hereof and (iii) require the utility company or entity to promptly restore the ground surface of the easement if the same has been disturbed by such utility company or entity.

OFFICIAL RECORDS

4. PARKING EASEMENT A.

A. Declarant does hereby establish and create for the use and benefit of Parcel No. 1 an exclusive (as to the ground surface), perpetual easement ("Parking Easement A") on, over and across that portion of Parcel No. 2 which is more particularly described on Exhibit I attached, all as more particularly set forth and provided in this Section 4. It is the intent hereof that although Parking Easement A lies within the Ingress-Egress Easement and the Utility Easement, that the use of the ground surface shall be for the exclusive benefit of Parcel No. 1.

B. Parking Easement A shall be for the purpose of providing parking exclusively to the owner of Parcel No. 1. The owner of Parcel No. 1 may grant the privilege of such easement to such owner's tenants, subtenants, agents, guests, invitees, licensees and mortgagees.

C. There shall be no improvements located or maintained on or above the surface of Parking Easement A except for pavement, curbs and gutters.

D. Except when disturbed in order to install, repair or maintain for the utilization of the Utility Easement, the owner from time to time of Parcel No. 1 shall, at such owner's cost and expense, maintain, repair and replace in a first class manner the improvements to Parking Easement A (including the pavement, curbs and gutters located thereon) in accordance with all governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanics', materialmen's or laborers' liens. Nothing set forth in this Paragraph D shall require the owners of Parcel No. 1 to initially make any improvements to Parking Easement A.

5. PARKING EASEMENT B.

A. Declarant does hereby establish and create for the use and benefit of Parcel No. 3 an exclusive, perpetual easement ("Parking Easement B") on, over and across that portion of Parcel No. 2 which is more particularly described on Exhibit J attached, all as more particularly set forth and provided in this Section 5. It is the intent hereof that although Parking Easement B lies within the Ingress-Egress Easement and the Utility Easement, that the use of the ground surface shall be for the exclusive benefit of Parcel No. 3.

B. Parking Easement B shall be for the purpose of providing parking exclusively to the owner of Parcel No. 3. The owner of Parcel No. 3 may grant the privilege of such easement to such owner's tenants, subtenants, agents, guests, invitees, licensees and mortgagees.

C. There shall be no improvements located or maintained on or above the surface of Parking Easement B except for pavement, curbs and gutters.

D. Except when disturbed in order to install, repair or maintain for the utilization of the Utility Easement, the owner from time to time of Parcel No. 3 shall, at such owner's cost and expense, maintain, repair and replace in a first class manner the improvements to Parking Easement B (including the pavement, curbs and gutters located thereon) in accordance with all governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanics', materialmen's or laborers' liens. Nothing set forth in this Paragraph D shall require the owners of Parcel No. 3 to initially make any improvements to Parking Easement B.

6. NEW SIGN EASEMENT.

A. Declarant does hereby establish and create for the use and benefit of each Parcel located within the Overall Property a perpetual easement (the "New Sign Easement") on, over and across that portion of the Overall Property which is more particularly described on Exhibit K attached, all as more particularly set forth and provided in this Section 6.

B. The New Sign Easement shall be for the purpose of locating and maintaining thereon a sign (the "Sign") identifying the office complex into which the Overall Property is being subdivided. The name of the office complex shall be as determined by unanimous agreement of the owners of all of the Parcels constituting the Overall Property and, if such owners cannot reach such unanimous agreement, then the name of such office complex shall be "Bayberry Professional Center II".

C. The design, type, size, shape, configuration, materials and colors of the sign shall be as determined by unanimous agreement of the owners of all of the Parcels constituting the Overall Property and, if such owners cannot reach such unanimous agreement, then the same shall be of the same design, type, size, shape, configuration, materials and colors as the sign now constructed within the Sign Easement on the Adjoining Property, which Sign Easement is identified in instrument recorded in Official Records Volume 6030, page 476 of the current public records of Duval County, Florida.

D. Once constructed, the Sign shall be maintained in the same manner as originally constructed utilizing the same materials and same colors.

OFFICIAL RECORDS

E. The owner of Parcel No. 2 shall construct, maintain, repair and replace in a first-class manner the Sign in accordance with the provisions hereof. Construction shall take place within 90 days after the owner of any Parcel shall request of all other owners of the Overall Property that the Sign be constructed and, once commenced, construction shall be diligently prosecuted until completed. All such costs of the foregoing (which includes the initial cost of the improvement) though initially advanced by the owner from time to time of Parcel No. 2 shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of each Parcel bears to the square footage of all of the Overall Property. Each calendar quarter shall constitute a "Determinative Period". The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

F. The owner from time to time of Parcel No. 2 shall cause to be kept accurate records of the costs incurred by such owner. Whenever such costs shall be included within costs incurred encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent manner as determined by an independent, certified public accountant retained by the owner of Parcel No. 2 with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld. The owner of any other Parcel which shall be liable to contribute to such costs shall have the right to inspect at reasonable times and hours the books, records and contracts of the owner of Parcel No. 2 to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period and the owner of Parcel No. 2 shall maintain such books and records for a period of not less than one year following the expiration of each such Determinative Period.

G. All pro rata costs to be paid by the owner of a Parcel to the owner of Parcel No. 2 shall be paid within the time as provided in Paragraph 10A hereof and, if such owner shall fail to pay the same as so provided, then the owner of Parcel No. 2 shall have the rights and remedies as provided in Paragraph 10B, C and D hereof.

7. INGRESS-EGRESS EASEMENT NO. 2.

A. Declarants do hereby reserve the right to establish and create for the use and benefit of the Overall Property a non-exclusive (but subject to exclusive Parking Easement that may hereafter be granted for the use and benefit of portions of Parcel Nos. 3 and 4 as set forth by the Declarants in a Supplement to this Declaration as provided herein) perpetual easement (the "Ingress-Egress Easement No. 2") on, over and across a portion of Parcel No. 3 and/or Parcel No. 4 as hereafter described as shall be designated by a Supplement to this Declaration, all as more particularly set forth and provided in this Section 7.

B. Ingress-Egress Easement No. 2 shall be for the purpose of providing ingress and egress to the Overall Property. Each such owner of the Overall Property may grant the privileges of such easement to such owner's tenants, sub-tenants, agents, guests, invitees, licensees and mortgagees. Further, such easement shall inure to the benefit of postal authorities, police and fire departments and similar lawful authorities.

C. Except as herein otherwise provided, there shall be no improvements located or maintained on or above the surface of Ingress-Egress Easement No. 2 except for pavement, which pavement shall (i) be constructed and maintained so as to meet the requirements of the Consolidated City of Jacksonville as an approved private road and (ii) be designed so as not to impede proper utilization of any Parking Easement which lies within Ingress-Egress Easement No. 2.

D. Except as to any Parking Easement lying within Ingress-Egress Easement No. 2, parking or standing of vehicles is prohibited in any portion of Ingress-Egress Easement No. 2 except when absolutely requisite in and about the improvement or maintenance thereof.

E. After construction of the pavement of Ingress-Egress Easement No. 2, the owner of the Parcel as designated in Supplement hereto by the Declarants (the "Designated Owner") shall maintain, repair, and replace in a first-class manner the improvements to Ingress-Egress Easement No. 2 (but excluding any Parking Easement located therein) in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanic's, materialmen's or laborer's liens. All such costs of the foregoing (which excludes the initial cost of the improvements) though initially advanced by the Designated Owner, shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of heated and air-conditioned floor area within all completed improvements on a Parcel bears to the square footage of heated and air-conditioned floor area within all completed improvements located on the Overall Property. For the purpose of making such calculations, improvements will be deemed completed when eligible for occupancy in accordance with all governing governmental and quasi-governmental laws, rules, ordinances, and regulations. Each calendar quarter shall constitute a "Determinative Period". For the purpose of determining the quantity of heated and air-conditioned floor area, the most up-to-date records of the office of the

OFFICIAL RECORDS

Property Appraiser of Duval County, Florida shall be utilized wherever possible. The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

F. The Designated Owner shall cause to be kept accurate records of the costs incurred by such owner whenever such costs shall be included within costs incurred encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent manner as determined by an independent certified accountant retained by the Designated Owner with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld. The owner of any other Parcel which shall be liable to contribute to such costs shall have the right to inspect at reasonable times and hours the books, records and contracts of the Designated Owner to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period, and the Designated Owner shall maintain such books and records for a period of not less than one year following the expiration of such Determinative Period.

G. All pro rata costs to be paid by the owner of a Parcel to the Designated Owner shall be paid within the time as provided in Paragraph 10A hereof and if such owner shall fail to pay the same as so provided, then the Designated Owner shall have the rights and remedies as provided in Paragraph 10B, C and D hereof.

H. Notwithstanding anything in this Section 7 otherwise provided, in the event an owner of a Parcel shall cause any pavement in this easement to be disturbed for the purpose of benefitting such owner's Parcel (and not all owners of Parcels aggregating the Overall Property), then such owner shall be responsible to restore the pavement to the condition it was in prior to such disturbance or damage.

8. DRAINAGE EASEMENT NO. 1.

A. Declarants do hereby establish and create for the use and benefit of each Parcel constituting the Overall Property a non-exclusive, perpetual easement ("Drainage Easement No. 1") on, under and across that portion of the property which is more particularly described in Exhibit L attached, all as more particularly set forth and provided in this Section 8.

B. Drainage Easement No. 1 shall be for the purpose of locating and maintaining drainage of sheet water and underground drainage in order to provide storm water drainage of all portions of the Overall Property capable of utilizing the same.

C. Plans and specifications for such storm water drainage shall be in accordance with plans prepared for same by William Hood & Associates, Inc.

D. The Owner from time to time of Parcel No. 2 shall maintain, repair and replace in a first class manner that portion of Drainage Easement No. 1 which shall provide underground drainage in accordance with the plans therefor as prepared by William Hood & Associates, Inc. including, without limiting the generality of the foregoing, the headwall, drainage culvert and 15" reinforced concrete drain pipe (the "Underground Facilities") as well as any portion of the ground surface which requires restoration as a result of such repair of the Underground Facilities.

E. All such costs of the foregoing (which excludes the initial cost of such improvements), though initially advanced by the owner from time to time of Parcel No. 2, shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of heated and air-conditioned floor area within all completed improvements on a Parcel bears to the square footage of heated and air conditioned floor area within all completed improvements located on the Overall Property. For the purpose of making such calculations, improvements will be deemed completed when eligible for occupancy in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations. Each calendar quarter shall constitute a "Determinative Period". For the purpose of determining the quantity of heated and air-conditioned floor area the most up-to-date records of the office of the Property Appraiser of Duval County, Florida shall be utilized wherever possible. The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

F. The owner from time to time of Parcel No. 2 shall cause to be kept accurate records of the costs incurred by such owner. Whenever such costs shall be included within costs encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent and equitable manner as determined by an independent, certified public accountant retained by the owner of Parcel No. 2 with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld.

The owners of any other Parcel which shall be liable to contribute to such cost shall have the right to inspect at reasonable times and hours at the offices maintained by the owner of Parcel No. 2 the books and records of the owner of Parcel No. 2 to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative

OFFICIAL RECORDS

Period and the owner of Parcel No. 2 shall maintain and keep such books and records for a period of not less than one year following the expiration of each such Determinative Period.

G. All pro rata costs to be paid by the owners of a Parcel to the owner of Parcel No. 2 during each Determinative Period shall be paid within the time as provided in Paragraph 10A hereof and, if such owner shall fail to pay the same as so provided, then the owner of Parcel No. 2 shall have the rights and remedies as provided in Paragraphs 10B, C and D hereof.

9. DRAINAGE EASEMENT NO. 2.

A. Declarants do hereby reserve the right to establish and create for the use and benefit of the Overall Property a non-exclusive, perpetual easement ("Drainage Easement No. 2"), on, under and across a portion of Parcel No. 3 and/or Parcel No. 4 as shall be designated by a Supplement to this Declaration, all as more particularly set forth and provided in this Section 9.

B. Drainage Easement No. 2 shall be for the purpose of locating and maintaining drainage of sheet water and underground drainage in order to provide storm water drainage of all portions of the Overall Property capable of utilizing the same.

C. Plans and specifications for such storm water drainage shall be prepared by a licensed engineer designated by Declarants.

D. After construction of any underground drainage in accordance with such plans therefore including, without limiting the generality of the foregoing, any headwall, drainage culvert and reinforced concrete drainage pipe ("Underground Facility No. 2"), the Owner of the Parcel as designated in Supplement hereto by the Declarants (the "Designated Owner") shall maintain, repair and replace in a first class manner Underground Facilities No. 2 in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanic's, materialmen's or laborer's liens. All such costs of the foregoing (which excludes the initial cost of Underground Facility No. 2) though initially advanced by the Designated Owner, shall be divided and shared by and between each of the Parcels into which the Overall Property shall be subdivided on a pro rata basis for each Determinative Period based upon the ratio which the square footage of heated and air-conditioned floor area within all completed improvements on a Parcel bears to the square footage of heated and air-conditioned floor area within all completed improvements located on the Overall Property. For the purpose of making such calculations, improvements will be deemed completed when eligible for occupancy in accordance with all governing governmental and quasi-governmental laws, rules, ordinances, and regulations. Each calendar quarter shall constitute a "Determinative Period". For the purpose of determining the quantity of heated and air-conditioned floor area, the most up-to-date records of the office of the Property Appraiser of Duval County, Florida shall be utilized wherever possible. The proration for each Determinative Period shall be calculated as of the last day of each Determinative Period.

E. The Designated Owner shall cause to be kept accurate records of the costs incurred by such owner whenever such costs shall be included within costs incurred encompassing a greater scope than that which is to be allocated as above provided, then the same shall be proportionately allocated in a reasonably prudent manner as determined by an independent certified accountant retained by the Designated Owner with the consent of the owners of the other Parcels liable to contribute to such costs, which consent will not be unreasonably withheld. The owner of any other Parcel which shall be liable to contribute to such costs shall have the right to inspect at reasonable times and hours the books, records and contracts of the Designated Owner to the extent requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period, and the Designated Owner shall maintain such books and records for a period of not less than one year following the expiration of such Determinative Period.

F. All pro rata costs to be paid by the owners of a Parcel to the Designated Owner during each Determinative Period shall be paid within the time as provided in Paragraph 10A hereof and, if such owner shall fail to pay the same as so provided, then the Designated Owner shall have the rights and remedies as provided in Paragraphs 10B, C and D hereof.

10. DEFAULT AND ENFORCEMENT.

A. Each owner from time to time of any Parcel which shall, pursuant to the terms and provisions hereof, become responsible to pay any costs or share thereof ("Debtor Owner") to the owner of another Parcel ("Creditor Owner") shall pay the same within 30 days after rendering of bill therefore by the Creditor Owner to the Debtor Owner. Such billing shall be deemed properly rendered when mailed, first-class mail, postage prepaid, to the address last furnished in like manner by the Debtor Owner to the Creditor Owner and, if not so furnished, then to the address of such Debtor Owner as then disclosed by the records of the Property Appraiser of Duval County, Florida.

OFFICIAL RECORDS

B. If any Debtor Owner shall fail to pay any such costs within such 30-day period then the same shall bear interest at the highest lawful rate from date of rendering bill therefore and such debt so owed to the Creditor Owner shall be secured by an equitable charge and lien on the Parcel owned by the Debtor Owner.

C. If an owner of a Parcel having the responsibility therefore shall default in performance of an obligation imposed hereunder to maintain, repair or replace as herein provided (such owner being hereafter called a "Defaulting Owner"), which default adversely affects the owner of another Parcel (an "Affected Owner") then such Affected Owner, in addition to all other remedies such Affected Owner may have at law or in equity, after 20 days prior written notice to the Defaulting Owner (or in the event of an emergency after such notice as is practical under the circumstances) shall have the right to perform such obligation on behalf of the Defaulting Owner and, in such event, the Defaulting Owner shall promptly reimburse the Affected Owner for the cost of such cure, together with interest thereon from the date of outlay at the highest rate permitted by law. Such debt by the Defaulting Owner shall be secured by an equitable charge and lien on the Parcel which was liable for such performance.

D. Each lien as provided in subparagraphs B and C of this Section 10 shall be effective upon the recording of notice thereof in the Official Public Records of Duval County, Florida; however, each such lien shall be subordinate to any mortgage of record at the time of the recording of such lien. Each such lien may be foreclosed in the same manner as a mortgage may be foreclosed. Any cost or expense in filing such lien or in the prosecution or defense thereof, including reasonable attorney's fees at both the trial and appellate levels, shall be paid by the non-prevailing party.

11. RIGHT TO STATUS LETTER. The owner of any Parcel (the "Demanding Owner"), will have the right to demand that the owner of any other portion of the Overall Property (the "Other Owner"), execute in recordable form, instrument setting forth (i) whether any monies are owing to the Other Owner on account of the property of the Demanding Owner pursuant to this Declaration and, if any, specifying the amount thereof and the reason that the same is owing and (ii) if there is any default claimed against the property of the Demanding Owner. The instrument executed by the Other Owner shall be delivered by the Other Owner to the Demanding Owner within 15 days after demand by the Demanding Owner. For the purposes hereof, demand and delivery shall be deemed made when mailed to the address last set forth in demand or response given by either of such Owners to the other or if such address is not set forth, then to the address last shown by the records of the Property Appraiser of Duval County, Florida. Such demand or response shall be deemed duly made when sent to such address by certified mail or expedited overnight delivery service. If no response is made by the Other Owner within 15 days following demand by the Demanding Owner then it shall be conclusively deemed that no moneys are owing to the Other Owner and that there is no default claimed by the Other Owner against the property of the Demanding Owner.

12. PROVISO.

A. Except as herein otherwise provided the owner of any Parcel who shall disturb or occasion the disturbance of the surface of an easement created by virtue hereof shall be responsible to restore the surface to the condition it was in immediately prior to such disturbance.

B. If any area covered by an easement granted pursuant hereto shall be damaged due to the fault or negligence of the owner of any portion of the Overall Property or such owner's agents, contractors, subcontractors, materialmen, guest, invitees, tenants or sub-tenants then such owner shall be responsible to, at such owner's cost and expense, restore such easement to the condition it was in immediately prior to such damage.

C. Whoever shall be responsible herein to restore the surface shall restore the surface as soon as reasonably possible.

13. ADDITIONAL PARKING EASEMENTS.

A. Declarant does further reserve the right to establish and create additional parking easements within Ingress-Egress Easement No. 2 by Supplement hereto which easements shall be perpetual and exclusive, shall be for the benefit solely of the Parcel as designated in such Supplement and shall otherwise be generally upon the terms and provisions as set forth in Sections 4 and 5 hereof.

14. TERMINATION OF RIGHT.

A. The Declarants' right to Supplement this Declaration as herein provided (but only to the extent as herein provided) is superior to the rights of any mortgagee hereafter owning and holding a mortgage on the Overall Property or any portion thereof and any such mortgage shall be subject and subordinate to the provisions of this Declaration and any such Supplement except as herein or therein otherwise provided. Notwithstanding the foregoing, any lien pursuant hereto or any supplement hereof shall always be subordinate to any mortgage of

OFFICIAL RECORDS

record at the time of recording of any such lien. Further, Declarants' right to Supplement this Declaration as herein provided shall cease and terminate at such time as the Declarants shall have conveyed any portion of Parcel No. 3 or Parcel No. 4 as described herein. Notwithstanding, conveyance pursuant to a will of any of the Declarants or by virtue of the laws of intestacy or conveyance by any of the Declarants to a trust created by such Declarant shall not constitute a conveyance as contemplated by the immediate preceding sentence and, accordingly, shall not occasion a cessation of the rights of the Declarants to Supplement this Declaration.

15. ARCHITECTURAL REVIEW.

A. There is hereby created an Architectural Review Panel which shall consist of the Declarants or the survivors of them or their assigns. Notwithstanding the conveyance of any Parcel the rights of the Declarants pursuant to this Section shall never be deemed assigned unless by instrument recorded in the public records of Duval County, Florida which instrument specifically provides for the assignment of such rights and makes reference to this particular Section. If none of the Declarants shall survive and if such rights shall not have been assigned as herein provided, then all of the owners from time to time of the Overall Property shall constitute the Architectural Review Panel.

B. The Architectural Review Panel may employ an advisor who shall be a licensed architect. The advisor may, at the election of the other members of the Architectural Review Panel, sit on the Architectural Review Panel as one of the Panel members.

C. All construction or modification (except interior alterations not affecting the external structure or appearance of any building) on any Parcel must be approved in advance by the Architectural Review Panel. Modification subject to review specifically include, but are not limited to, painting or other alterations of a building (including doors, windows and trim); replacement of roof or other parts of a building other than which duplicates the original material. All landscaping is also subject to review.

D. The plans to be submitted for approval shall include (i) the construction plans and specifications including all landscaping, (ii) elevations of all proposed improvements, (iii) design of curb and gutters for all parking areas, and (iv) such other items as the Architectural Review Panel may require. No construction on any Parcel shall be commenced and no Parcel shall be modified except in accordance with such plans. Any modification to the approved plans must be reviewed and approved by separate application.

E. Application shall be approved or denied based upon compatibility with the buildings now located on the Adjoining Property (it being the intent hereof that, amongst other things, all exterior materials on each Parcel shall be identical as closely as possible to the exterior materials utilized on the buildings now located on the Adjoining Property including the colors thereof), the quality of workmanship and material and the harmony of design with the improvements now located on the Adjoining Property. The Architectural Review Panel may also consider other factors, including purely esthetic considerations, which in the sole opinion of the Architectural Review Panel will affect the desirability or suitability of the proposed improvements. The Architectural Review Panel may establish procedures for the review of applications, including fees to be paid by the applicant. Such fees shall be equal to the reasonable costs to be paid to the licensed architect employed by the Architectural Review Panel, it being the intent hereof that no fee shall be paid to any member of the Architectural Review Panel other than such architect.

F. The Architectural Review Panel shall notify the applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within such 30 day period, the application shall be deemed approved. If approval is given or deemed to be given, construction of the improvements may begin and shall thereafter be diligently prosecuted. All construction and landscaping must comply substantially with the submitted plans therefore.

G. If any construction is begun which has not been approved or which deviates in any material degree from the approved plans, the Architectural Review Panel may bring an action for specific performance, declaratory judgment or injunction as provided in Section 14 and, costs and expenses shall be paid as provided in said Section.

H. Approval by the Architectural Review Panel of an application shall not constitute a basis for any liability of the Declarants or member of the Architectural Review Panel as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiencies in the plans resulting in defects in the improvements.

16. SHEET WATER. The owner and holder of any Parcel is prohibited from doing anything whatsoever which would adversely affect the normal flow of sheet water from any other Parcel.

17. RESTRICTIONS. The following restrictions are imposed upon the Overall Property, which restrictions shall operate as covenants running with the land, shall inure to the benefit of and pass to the owner of any portion of the Overall Property and shall apply to and bind the heirs, legal representatives, successors and assigns of each owner thereof.

OFFICIAL RECORDS

- A. Each owner of a Parcel shall at all times maintain off street parking on such owner's Parcel as shall be approved in accordance with the plans therefor submitted in accordance with the provisions of Section 14 hereof.
- B. All uses of each Parcel shall be conducted within an enclosed building except for off street parking and requisite loading and unloading. There shall be no open or outside storage areas permitted on a Parcel unless (i) such areas are visually screened from public view in a manner which is architecturally compatible with the improvements on the Parcel and (ii) specific advance written permission shall have been secured from the Architectural Review Panel.
- C. No boats, trailers, horse trailers, trucks, buses, inoperative vehicles of any kind, camping rigs, campers, off road vehicles or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored on any Parcel unless properly screened from public view in a manner approved by Declarants, except for trucks which are in the act of loading or unloading.
- D. All utility service components shall be integrated with the improvements on such Parcel or screened by a fence or wall of architecturally compatible materials and shall not be visible above such screening from any street or adjoining Parcel or property.
- E. There shall be no satellite dishes, antennae or similar electronic devices located outside of the interior of any improvements on any Parcel.
- F. No owner or lessee of any Parcel shall cause, permit or suffer any junk, scrap, rubbish, trash, refuse or litter to be deposited or stored or to remain on any Parcel.
- G. All refuse areas and trash pick up stations or equipment shall be screened by natural materials so as not to be visible above such screening from any street or property adjoining such Parcel.
- H. No improvement of a temporary character, including trailers, campers, tents and similar structures, shall be placed upon any portion of any Parcel at any time; provided, however, this prohibition shall not apply during construction of any improvements on any Parcel with regard to shelters used by contractors engaged in the orderly continuation of construction of the improvements.

18. **INJUNCTIVE RELIEF.** In the event of a breach by any owner of any portion of the Overall Property of any obligation of this Declaration (the "Defaulting Owner"), the other owners of any portion which shall be affected by such breach, or the Declarants or their assigns, shall be entitled to obtain an injunction specifically enforcing the performance of such obligation. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the Defaulting Owner

19. **NON-WAIVER.** No delay or omission of any owner of any portion of the Overall Property in the exercise of any right accruing upon any default hereunder on the part of any other owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

20. **FORCE MAJEURE.** In the event any owner of a Parcel shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other owner, adverse weather conditions preventing the performance of work as certified by an architect, war or any other reason beyond such party's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such owner has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such owner of a portion of the Overall Property shall notify the other owners of the Overall Property of such delay, hindrance or prevention within fifteen (15) days after the commencement thereof and within fifteen (15) days after the expiration thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

21. **TERM.** The restrictive covenants herein set forth shall continue in full force and effect for a period of 95 years from the date hereof. Except as provided in the immediately preceding sentence, this Declaration and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

OFFICIAL RECORDS

22. MORTGAGE SUBORDINATION. Any mortgage affecting any portion of the Overall Property shall at all times be subject and subordinate to the terms of this Declaration, except as otherwise provided herein, and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Declaration.

23. MISCELLANEOUS.

A. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.

B. The Section headings in this Declaration are for convenience only, and shall in no way define or limit the scope or content of this Declaration and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

C. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Declarants have executed this instrument effective the day and year first above written.

Signed, sealed and delivered
in the presence of:

Barbara Houston

Patricia Magnuson
As to M.O. Soforenko

Barbara Houston

Patricia Magnuson
As to Harry L. Geiger

Barbara Houston

Patricia Magnuson
As to Samuel R. Shorstein

Barbara Houston

Patricia Magnuson
As to Jack F. Shorstein

M.O. Soforenko (SEAL)
M.O. Soforenko

Harry L. Geiger (SEAL)
Harry L. Geiger

Samuel R. Shorstein (SEAL)
Samuel R. Shorstein

Jack F. Shorstein (SEAL)
Jack F. Shorstein

"DECLARANTS"

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of May, 1990 by M.O. Soforenko.

Barbara Houston

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 15, 1992.
BONDED THROUGH PUBLIC SUPERVISORS.



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of May, 1990 by Harry L. Gelger.

Barbara Houston

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 15, 1992.
BONDED THROUGH PUBLIC SUPERVISORS.



WASHINGTON State of Florida
DISTRICT OF COLUMBIA County of Duval

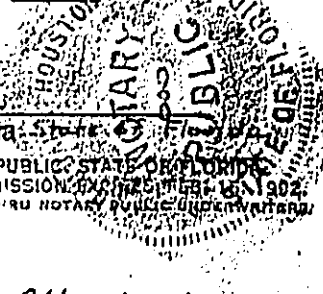
The foregoing instrument was acknowledged before me this 6th day of May, 1990 by Samuel R. Shorstein.

Barbara Houston

Notary Public, District of Columbia

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 15, 1992.
BONDED THROUGH PUBLIC SUPERVISORS.



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of May, 1990 by Jack F. Shorstein.

Barbara Houston

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 15, 1992.
BONDED THROUGH PUBLIC SUPERVISORS.



OFFICIAL RECORDS

Exhibit A
The "Overall Property"

Exhibit B
The "Adjoining Property"

Exhibit C
"Parcel No. 1"

Exhibit D
"Parcel No. 2"

Exhibit E
"Parcel No. 3"

Exhibit F
"Parcel No. 4"

Exhibit G
The "Ingress-Egress Easement"

Exhibit H
The "Utility Easement"

Exhibit I
"Parking Easement A"

Exhibit J
"Parking Easement B"

Exhibit K
The "Sign Easement"

Exhibit L
"Drainage Easement No. 1"

OFFICIAL RECORDS

Exhibit A

LEGAL DESCRIPTION - PARCEL NO. 1:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT-OF-WAY; (1) SOUTH 89°-44'-01" WEST, 176.55 FEET; THENCE (2) NORTH 44°-05'-50" WEST, 115.27 FEET; THENCE SOUTH 45°-54'-10" WEST, 140.5 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE SOUTH 45°-54'-10" WEST, 149.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) SOUTH 44°-05'-50" EAST, 19.88 FEET; THENCE (2) SOUTH 48°-57'-35" EAST, 71.73 FEET; THENCE NORTH 45°-54'-10" EAST, 145.82 FEET; THENCE NORTH 44°-05'-50" WEST, 91.5 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13,550.78 SQUARE FEET AND/OR 0.3111 ACRE.

LEGAL DESCRIPTION - PARCEL NO. 3:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 159.83 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" E, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 121.5 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°-54'-10" WEST, 12.0 FEET; THENCE NORTH 44°-05'-50" WEST, 20.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 140.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD: (1) SOUTH 44°-05'-50" EAST, 80.88 FEET, TO THE POINT OF CURVE, OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.0 FEET; AND (2) THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°-10'-07", AN ARC DISTANCE OF 33.6 FEET (CHORD BEARING AND DISTANCE OF SOUTH 78°-10'-40" EAST, 31.87 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 243.45 FEET, SAID REVERSE CURVE BEING THE NORTH LINE OF BAYMEADOWS WAY (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°-43'-47", AN ARC DISTANCE OF 82.84 FEET, (CHORD BEARING AND DISTANCE OF NORTH 78°-06'-10" EAST, 62.41 FEET); THENCE NORTH 00°-15'-59" WEST, 128.12 FEET; THENCE NORTH 44°-05'-50" WEST, 37.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17,485.84 SQUARE FEET AND/OR 0.4014 ACRE.

OFFICIAL RECORDS

LEGAL DESCRIPTION - PARCEL NO. 1:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT-OF-WAY; (1) SOUTH 89°-44'-01" WEST, 178.55 FEET; THENCE (2) NORTH 44°-05'-50" WEST, 115.27 FEET; THENCE SOUTH 45°-54'-10" WEST, 140.5 FEET, TO THE POINT OF BEGINNING;
 THENCE CONTINUE SOUTH 45°-54'-10" WEST, 149.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) SOUTH 44°-05'-50" EAST, 19.88 FEET; THENCE (2) SOUTH 48°-57'-35" EAST, 71.73 FEET; THENCE NORTH 45°-54'-10" EAST, 145.92 FEET; THENCE NORTH 44°-05'-50" WEST, 91.5 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13,550.78 SQUARE FEET AND/OR 0.3111 ACRE.

LEGAL DESCRIPTION - PARCEL NO. 3:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET, TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 159.83 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY ; THENCE SOUTH 00°-15'-59" E, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 121.5 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°-54'-10" WEST, 12.0 FEET; THENCE NORTH 44°-05'-50" WEST, 20.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 144.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD: (1) SOUTH 44°-05'-50" EAST, 80.88 FEET, TO THE POINT OF CURVE, OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.0 FEET; AND (2) THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°-10'-07", AN ARC DISTANCE OF 33.8 FEET (CHORD BEARING AND DISTANCE OF SOUTH 78°-10'-40" EAST, 31.87 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 243.45 FEET, SAID REVERSE CURVE BEING THE NORTH LINE OF BAYMEADOWS WAY (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°-43'-47", AN ARC DISTANCE OF 62.54 FEET, (CHORD BEARING AND DISTANCE OF NORTH 79°-06'-10" EAST, 62.41 FEET); THENCE NORTH 00°-15'-59" WEST, 126.12 FEET; THENCE NORTH 44°-05'-50" WEST, 37.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17,485.84 SQUARE FEET AND/OR 0.4014 ACRE.

OFFICIAL RECORDS

EXHIBIT B

The Adjoining Property

Property Identified as Aggregate Exhibited Property in instrument entitled "Deed and Declaration of Covenants, Restrictions and Easements" recorded in Official Records Volume 6030, Page 476 of the current public records of Duval County, Florida.

Exhibit C

LEGAL DESCRIPTION - PARCEL NO. 1:

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 600.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT-OF-WAY, (1) SOUTH 89°-44'-01" WEST, 176.55 FEET; THENCE (2) NORTH 44°-05'-50" WEST, 115.27 FEET; THENCE SOUTH 45°-54'-10" WEST, 140.5 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 45°-54'-10" WEST, 149.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) SOUTH 44°-05'-50" EAST, 19.88 FEET; THENCE (2) SOUTH 46°-57'-35" EAST, 71.73 FEET; THENCE NORTH 45°-54'-10" EAST, 145.82 FEET; THENCE NORTH 44°-05'-50" WEST, 91.5 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13,550.78 SQUARE FEET AND/OR 0.3111 ACRE.

OFFICIAL RECORDS

EXHIBIT D

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERN LINE OF PERDUE HIGHWAY (A 1500 FOOT RIGHT OF WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF DAYTON ROAD (A 1000 FOOT RIGHT OF WAY); THENCE NORTH 00° 44' 01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID DAYTON ROAD, THENCE SOUTH 00° 15' 59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5691, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00° 44' 01" EAST 118.3 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT OF WAY; THENCE SOUTH 00° 15' 59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT OF WAY; THENCE SOUTH 00° 44' 01" WEST, 150.03 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT OF WAY TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT OF WAY: (1) SOUTH 00° 44' 01" WEST, 16.92 FEET THENCE (2) NORTH 44° 05' 50" WEST, 115.77 FEET, THENCE SOUTH 45° 54' 10" WEST, 140.5 FEET, THENCE SOUTH 44° 05' 50" EAST, 91.5 FEET, THENCE SOUTH 45° 54' 10" WEST, 145.02 FEET, TO THE NORTHEASTERLY LINE OF DAYTON ROAD (A 700 FOOT RIGHT OF WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID DAYTON ROAD: (1) SOUTH 40° 37' 35" EAST, 28.59 FEET THENCE (2) SOUTH 44° 05' 50" EAST, 654 FEET, THENCE NORTH 45° 54' 10" EAST, 144.5 FEET, THENCE SOUTH 44° 05' 50" EAST, 20.5 FEET, THENCE NORTH 45° 54' 10" EAST, 133.5 FEET, THENCE NORTH 00° 15' 59" WEST, 27.75 FEET, TO THE SOUTH LINE OF SAID DRAINAGE RIGHT OF WAY AND THE POINT OF BEGINNING.

CONTAINING 25,054.91 SQUARE FEET AND/OR 0.599 ACRES.

OFFICIAL RECORDS

LEGAL DESCRIPTION - PARCEL NO. 3

PART OF THE FRANCIS RICHARD GRANT, SECTION 50, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 1189 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 159.63 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY ; THENCE SOUTH 00°-15'-59" E, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 121.5 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°-54'-10", WEST, 12.0 FEET; THENCE NORTH 44°-05'-50" WEST, 20.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 144.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD: (1) SOUTH 44°-05'-50" EAST, 80.88 FEET, TO THE POINT OF CURVE, OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.0 FEET; AND (2) THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°-10'-07", AN ARC DISTANCE OF 33.6 FEET, (CHORD BEARING AND DISTANCE OF SOUTH 76°-10'-40" EAST, 31.87 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 243.45 FEET, SAID REVERSE CURVE BEING THE NORTH LINE OF BAYMEADOWS WAY (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°-43'-47", AN ARC DISTANCE OF 82.54 FEET, (CHORD BEARING AND DISTANCE OF NORTH 79°-08'-10" EAST, 62.41 FEET); THENCE NORTH 00°-15'-59" WEST, 126.12 FEET; THENCE NORTH 44°-05'-50" WEST, 37.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17,485.64 SQUARE FEET AND/OR 0.4014 ACRE.

LEGAL DESCRIPTION -- PARCEL NO. 4:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5881, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 110.98 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°-44'-01" WEST, 48.85 FEET ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 121.5 FEET; THENCE SOUTH 44°-05'-50" EAST, 37.97 FEET; THENCE SOUTH 00°-15'-59" EAST, 126.12 FEET, TO THE NORTH LINE OF BAYMEADOWS WAY (A VARIABLE WIDTH RIGHT-OF-WAY) AND A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 243.45 FEET; THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID BAYMEADOWS WAY: (1) AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°-18'-02", AN ARC DISTANCE OF 13.88 FEET, (CHORD BEARING AND DISTANCE OF NORTH 88°-08'-02" EAST, 13.88 FEET), TO ITS POINT OF TANGENCY; (2) THENCE NORTH 89°-44'-01" EAST, 55.97 FEET, TO AN ANGLE POINT; AND (3) THENCE SOUTH 87°-24'-14" EAST, 40.21 FEET; THENCE NORTH 00°-15'-59" WEST, 287.0 FEET, TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY AND THE POINT OF BEGINNING.

CONTAINING 28,378.32 SQUARE FEET AND/OR 0.6465 ACRE.

OFFICIAL RECORDS

Exhibit G

LEGAL DESCRIPTION -- 24' INGRESS-EGRESS EASEMENT.

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5691, PAGE 589, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 159.63 FEET ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 109.5 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°-54'-10" WEST, 24.0 FEET; THENCE NORTH 44°-05'-50" WEST, 26.0 FEET; THENCE SOUTH 45°-54'-10" WEST, 144.5 FEET, TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) NORTH 44°-05'-50" WEST, 1.14 FEET THENCE (2) NORTH 46°-57'-35" WEST, 22.88 FEET; THENCE NORTH 45°-54'-10" EAST, 145.64 FEET; THENCE NORTH 44°-05'-50" WEST, 74.0 FEET; THENCE NORTH 45°-54'-10" EAST, 24.0 FEET; THENCE SOUTH 44°-05'-50" EAST, 124.0 FEET, TO THE POINT OF BEGINNING.

CONTAINING 6,457.05 SQUARE FEET AND/OR 0.1482 ACRE.

OFFICIAL RECORDS

Exhibit II

LEGAL DESCRIPTION - 15' UTILITY EASEMENT.

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 600.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5691, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 110.98 FEET, ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 251.98 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 87°-24'-14" WEST, 39.83 FEET; THENCE SOUTH 89°-44'-01" WEST, 56.34 FEET TO THE POINT OF CURVE, OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 258.45 FEET; THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°-59'-45", AN ARC DISTANCE OF 81.18 FEET (CHORD BEARING AND DISTANCE OF SOUTH 80°-44'-09" WEST, 80.84 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 15.0 FEET; THENCE AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°-10'-07", AN ARC DISTANCE OF 16.8 FEET, (CHORD BEARING AND DISTANCE OF NORTH 76°-10'-40" WEST, 15.94 FEET) TO ITS POINT OF TANGENCY; THENCE NORTH 44°-05'-50" WEST, 95.29 FEET; THENCE NORTH 46°-57'-35" WEST, 100.12 FEET; THENCE NORTH 44°-05'-50" WEST, 19.49 FEET; THENCE SOUTH 45°-54'-10" WEST, 15.01 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD: (1) SOUTH 44°-05'-50" EAST, 19.86 FEET, THENCE (2) SOUTH 46°-57'-35" EAST, 100.12 FEET; THENCE (3) SOUTH 44°-05'-50" EAST, 94.92 FEET TO THE POINT OF CURVE, OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.0 FEET THENCE (4) AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°-10'-07", AN ARC DISTANCE OF 33.6 FEET, (CHORD BEARING AND DISTANCE OF SOUTH 76°-10'-40" EAST, 31.87 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 243.45 FEET, SAID POINT BEING ON THE NORTH LINE OF BAYMEADOWS WAY (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID BAYMEADOWS WAY: (1) AROUND AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°-59'-45", AN ARC DISTANCE OF 76.46 FEET, (CHORD BEARING AND DISTANCE OF NORTH 80°-44'-09" EAST, 76.15 FEET) TO ITS POINT OF TANGENCY, THENCE (2) NORTH 89°-44'-01" EAST, 55.97 FEET; THENCE (3) SOUTH 87°-24'-14" EAST, 40.21 FEET; THENCE NORTH 00°-15'-59" WEST, 15.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,228.49 SQUARE FEET AND/OR 0.143 ACRE.

OFFICIAL RECORDS

Exhibit I.

LEGAL DESCRIPTION - 5.5' PARKING EASEMENT A:

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 600.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT-OF-WAY; (1) SOUTH 89°-44'-01" WEST, 176.55 FEET; THENCE (2) NORTH 44°-05'-50" WEST, 115.27 FEET; THENCE SOUTH 45°-54'-10" WEST, 290.0 FEET, TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING THREE COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) SOUTH 44°-05'-50" EAST, 19.86 FEET; THENCE (2) SOUTH 48°-57'-35" EAST, 71.73 FEET, TO THE POINT OF BEGINNING; THENCE (3) CONTINUE SOUTH 48°-57'-35" EAST, 5.51 FEET; THENCE NORTH 45°-54'-10" EAST, 145.64 FEET; THENCE NORTH 44°-05'-50" WEST, 5.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 145.92 FEET, TO THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD AND THE POINT OF BEGINNING.

CONTAINING 351.78 SQUARE FEET AND/OR 0.0184 ACRE.

OFFICIAL RECORDS

Exhibit J

LEGAL DESCRIPTION - 6.5' PARKING EASEMENT B:

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 800.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5891, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST, 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 89°-44'-01" WEST, 159.63 FEET ALONG THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 27.74 FEET; THENCE SOUTH 45°-54'-10" WEST, 133.5 FEET; THENCE NORTH 44°-05'-50" WEST, 20.5 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 44°-05'-50" WEST, 5.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 144.5 FEET TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE SOUTH 44°-05'-50" EAST, 5.5 FEET, ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; THENCE NORTH 45°-54'-10" EAST, 144.5 FEET, TO THE POINT OF BEGINNING.

CONTAINING 794.75 SQUARE FEET AND/OR 0.0182 ACRE.

OFFICIAL RECORDS

Exhibit K

LEGAL DESCRIPTION -- 8'x15' SIGN EASEMENT.

PART OF THE FRANCIS RICHARD GRANT, SECTION 58, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 600.0 FEET TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 6691, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST 118.4 FEET ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING TWO COURSES ALONG SAID DRAINAGE RIGHT-OF-WAY; (1) SOUTH 89°-44'-01" WEST, 176.55 FEET THENCE (2) NORTH 44°-05'-50" WEST, 115.27 FEET; THENCE SOUTH 45°-54'-10" WEST, 290.0 FEET, TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING FOUR COURSES THENCE (2) ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD; (1) SOUTH 44°-05'-50" EAST, 19.86 FEET; THENCE (2) SOUTH 48°-57'-35" EAST, 100.12 FEET, THENCE (3) SOUTH 44°-05'-50" EAST, 3.64 FEET, TO THE POINT OF BEGINNING.

THENCE (4) CONTINUE SOUTH 44°-05'-50" EAST, 15.0 FEET; THENCE NORTH 45°-54'-10" EAST, 8.0 FEET; THENCE NORTH 44°-05'-50" WEST, 15.0 FEET; THENCE SOUTH 45°-54'-10" WEST, 8.0 FEET TO THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD AND THE POINT OF BEGINNING.

CONTAINING 120.0 SQUARE FEET AND/OR 0.0028 ACRE.

OFFICIAL RECORDS

Exhibit L

LEGAL DESCRIPTION - DRAINAGE EASEMENT:

PART OF THE FRANCIS RICHARD GRANT, SECTION 56, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY PRODUCTION OF THE EASTERLY LINE OF PHILLIPS HIGHWAY (A 150.0 FOOT RIGHT-OF-WAY) WITH THE WESTERLY PRODUCTION OF THE SOUTH LINE OF BAYMEADOWS ROAD (A 100.0 FOOT RIGHT-OF-WAY); THENCE NORTH 89°-44'-01" EAST, 1432.5 FEET, ALONG SAID PRODUCTION AND THE SOUTH LINE OF SAID BAYMEADOWS ROAD; THENCE SOUTH 00°-15'-59" EAST, 600.0 FEET, TO THE NORTH LINE OF A 50.0 FOOT DRAINAGE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5691, PAGE 589 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°-44'-01" EAST, 118.4 FEET, ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE SOUTH 00°-15'-59" EAST, 50.0 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT-OF-WAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY LINE OF SAID DRAINAGE RIGHT-OF-WAY: (1) SOUTH 89°-44'-01" WEST, 176.55 FEET, (2) THENCE NORTH 44°-05'-50" WEST, 68.27 FEET, TO THE POINT OF BEGINNING; (3) THENCE CONTINUE NORTH 44°-05'-50" WEST, 24.0 FEET; THENCE SOUTH 45°-54'-10" WEST, 140.5 FEET; THENCE SOUTH 44°-05'-50" EAST, 68.5 FEET; THENCE SOUTH 45°-54'-10" WEST, 145.92 FEET, TO THE NORTHEASTERLY LINE OF BAYBERRY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE THE FOLLOWING TWO COURSES ALONG THE NORTHEASTERLY LINE OF SAID BAYBERRY ROAD: (1) SOUTH 45°-57'-35" EAST, 28.39 FEET, TO AN ANGLE POINT; (2) THENCE SOUTH 44°-05'-50" EAST, 6.64 FEET; THENCE NORTH 45°-54'-10" EAST, 144.5 FEET; THENCE SOUTH 44°-05'-50" EAST, 20.5 FEET; THENCE NORTH 45°-54'-10" EAST, 24.0 FEET; THENCE NORTH 44°-05'-50" WEST, 100.0 FEET; THENCE NORTH 45°-54'-10" EAST, 116.5 FEET, TO THE SOUTHWESTERLY LINE OF SAID DRAINAGE RIGHT-OF-WAY AND THE POINT OF BEGINNING, CONTAINING 10,847.96 SQUARE FEET AND/OR 0.249 ACRE.

055156

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

May 25 12 50 PM '90

RECEIVED
Henry C. Burt
CLERK OF CIRCUIT COURT