

DUNN' SCRaeh

RETURN TO/Prepared by:  
David A. King, Attorney  
1416 Kingsley Avenue  
Orange Park, FL 32073

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**DECLARATION  
OF  
COVENANTS, RESTRICTIONS, EASEMENTS, SHARED MAINTENANCE  
AND PARTY WALL AGREEMENT  
OF  
DUNN'S CROSSING**

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, SHARED MAINTENANCE AND PARTY WALL AGREEMENT OF DUNN'S CROSSING (hereinafter the "Declaration") is made by TEK Properties Inc., a Florida corporation (hereinafter referred to as "TEK") and the Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

WHEREAS, TEK is seized in fee simple, is in possession and is the record owner of lands in Duval County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Lots"); and

WHEREAS, the Association is seized in fee simple, is in possession and is the record owner of lands in Duval County, Florida more particularly described in Exhibit "B" attached

hereto and made a part hereof (hereinafter referred to as the "Common Area"); and

WHEREAS, DUNN'S CROSSING is an unrecorded subdivision for professional and commercial (nonresidential) uses in Duval County, Florida; and

WHEREAS, the Lots have been further subdivided into Units by virtue of party walls; and

WHEREAS, the survey maps of DUNN'S CROSSING are attached hereto and made a part hereof, as Exhibit "C" (as to the Lots), and as Exhibit "D" (as to the Units); and

WHEREAS, TEK anticipates that the Lots/Units will be sold; further, TEK and the Association wish to protect the value of the Lots/Units and the Common Area of DUNN'S CROSSING and to provide for the sharing of common maintenance and repair responsibilities and expenses of the Common Area.

NOW THEREFORE, TEK and the Association hereby declare that the Lots and the Units shall be held, sold, granted, mortgaged, encumbered, leased, rented, used, occupied and conveyed subject to this Declaration. All provisions of this instrument, including the benefits and burdens, run with the land that is the

Lots, the Units and the Common Area and are binding upon and inure to the benefit of any and all parties having any right, title or interest in the Lots, the Units and the Common Area or any part thereof, their grantees, heirs, successors, personal representatives and assigns, as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by this reference.

2. NAME. The name by which this development shall be identified as and known as shall be DUNN'S CROSSING.

3. PURPOSE. The purpose of this Declaration is to provide for the quiet enjoyment and the operation and maintenance of DUNN'S CROSSING, for the benefit of each of the present and future fee simple owners thereof.

4. DEFINITIONS.

A. Articles. The Articles of Incorporation of Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation, as amended.

B. Assessment. The portion of the Common Expenses that is the responsibility of a given Unit Owner. In addition, this term

shall include but not be limited to Assessments made against Owners who have defaulted in their responsibilities in regard to the Party Walls, Common Roof, insurance, plumbing blockages, Unit maintenance, Unit damage or Common Area damage.

C. Association. Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation, and its successors, a corporate entity responsible for the maintenance and operation of the Common Area. The Association is the fee simple record title owner of the Common Area.

D. Board of Directors. The Board of Directors of the Association.

E. Bylaws. The Bylaws of Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation, as amended.

F. City. The City of Jacksonville, Florida, founded in 1822, and consolidated with Duval County in 1968. DUNN'S CROSSING lies within the consolidated city limits of the City of Jacksonville and Duval County, Florida.

G. Common Area. The Common Area is that certain portion of the Property (as hereinbelow defined) as is outside of and

surrounding the Lots. It is more particularly described in Exhibit "B" attached hereto and made a part hereof. The fee simple owner of record of the Common Area is the Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation. The "non common area" is an alternate reference to the Lots and/or Units.

H. Common Expenses. The Common Expenses shall be deemed to be all costs and expenses of the operation, improvement, administration, cleaning, repair, maintenance, utilities, insurance, paving, irrigation, landscaping, parking lot lighting, stormwater drainage, stormwater retention, regulatory compliance, accounting fees, professional fees, legal fees and federal, state and local taxation, if any, concerning the Common Area and the Association. See Section 15 for a more complete description.

I. Common Roof. The roof that covers the entire structure on a given Lot and that is shared and common to all Units within said Lot.

J. County. Duval County, Florida, a political subdivision of the State of Florida.

K. Declaration. This Declaration of Covenants, Restrictions, Easements, Shared Maintenance and Party Wall

Agreement of DUNN'S CROSSING, as amended, and the exhibits attached hereto and made a part hereof.

L. DUNN'S CROSSING. DUNN'S CROSSING is an unrecorded subdivision for commercial (nonresidential) uses. It is a commercial and professional office development. The term "DUNN'S CROSSING" shall include the Lots, the Units and the Common Area taken as a whole.

M. Institutional Mortgagee. Any bank, savings and loan association, federal savings bank, real estate investment trust, pension fund, authorized government agency of the United States of America or the State of Florida, mortgage banking firm, mortgage investment trust, mortgage company, insurance company, credit union or TEK Properties Inc., which is the holder of a mortgage on a Lot, with the exception of the Mortgage held by the original construction lender for the Property (the "Construction Mortgage").

N. Lot. The Lots within DUNN'S CROSSING are enumerated or identified by the numbers 100, 200, and 300 on Exhibit "C" attached hereto and made a part hereof and they are each more particularly described in Exhibit "A" attached hereto and made a part hereof. Each of the Lots are further subdivided into Units.

O. Lot Owner. The fee simple owner of record of a Lot situated within DUNN'S CROSSING wherein no Unit within said Lot has been separately conveyed to a different Owner. In the event of corporate, joint or multiple ownership of a Lot, the term "Lot Owner" shall be applied collectively. TEK shall be deemed to be the Lot Owner of each Lot prior to the first conveyance of said Lot.

P. Map or Plat or Plat Map. Collectively, those certain survey maps of DUNN'S CROSSING. See Exhibit "C" attached hereto and made a part hereof as to the Lots; see Exhibit "D" attached hereto and made a part hereof as to the Units.

Q. Member. A Member of the Dunn's Crossing Owners Association Inc., a Florida not-for-profit corporation. Each Unit Owner shall be a Member of the Association. In the event of corporate, joint or multiple ownership of a Unit, the term "Member" shall be applied collectively.

R. Owner. The fee simple owner of record of a Lot or a Unit.

S. Party Wall. A common wall that divides a given structure on a given Lot into two (2) or more individual Units.

T. Property. Those certain lands more specifically described in Exhibit "E" attached hereto and made a part hereof. This term shall be used to collectively refer to the Lots, the Units and the Common Area as a whole.

U. Rules and Regulations. See Section 21(B).

V. Stormwater Management System. The "stormwater management system" is a system which is designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The stormwater management system is also referred to herein as the stormwater drainage and retention facilities.

W. TEK. TEK Properties Inc., a Florida corporation, its successors and/or assigns. TEK is the initial fee simple record title owner of the Lots.

X. Unit. A further subdivision of a Lot; a portion of a Lot and the structure thereon; see Exhibit "D" attached hereto and made a part hereof. The smallest increment of land and structure, within DUNN'S CROSSING, that can be conveyed separately. Each Unit is separated and delineated from each

adjacent Unit by a Party Wall, and more specifically by the centerline of said Party Wall.

Y. Unit Owner. The fee simple owner of record of a Unit situated within a Lot located in DUNN'S CROSSING. In the event of corporate, joint or multiple ownership of a Unit, the term "Unit Owner" shall be applied collectively. TEK shall be deemed to be the Unit Owner of each Unit prior to the first conveyance of said Unit. For purposes of this Agreement, in the event that a building is constructed on a Lot without one (1) or more of the Party Walls as an accommodation to a common Owner of two (2) or more Units, then in that event, said Owner shall be deemed to be the Unit Owner of each of the respective Units even though said structure is not physically divided as such.

5. BENEFITS AND BURDENS.

A. This Declaration shall be binding upon, inure to the benefit of, and run with the land of the Lots and the Units of DUNN'S CROSSING as described herein and the Common Area as described herein.

B. All provisions of this Declaration including the benefits and burdens, shall be binding upon and inure to the benefit of the parties hereto, their grantees, personal representatives, heirs, successors and assigns, and to the

guests, agents, employees, tenants, licensees and invitees of any of them.

C. The duration of this Declaration shall be for a term commencing upon the recordation of this instrument in the current public records of Duval County Florida and ending on December 31, 2034, and shall automatically renew for subsequent thirty (30) year periods thereafter in perpetuity.

6. GRANT AND RESERVATION OF EASEMENTS.

(i) The Lots and Units are together with and subject to a perpetual, nonexclusive Easement for the drainage and retention of storm water, the stormwater management system, and the maintenance of same over, under, across and through the Common Area. See Section 6(iv).

(ii) The Lots and Units are together with and subject to a perpetual, nonexclusive Easement for all forms of utilities and utility services and the maintenance of same over, under, across and through the Common Area. See Section 6(iv).

(iii) The Lots and Units are together with and subject to a perpetual, nonexclusive Easement for access, ingress, egress, parking, pedestrian and vehicular right of way and the maintenance of same over, across and through the Common Area, as

necessary and appropriate, and as intended for such specific portions of the Common Area. See Section 6(iv).

(iv) The Easements delineated in (i), (ii) and (iii) hereinabove shall not: (1) impair, impede or prevent the construction of vertical improvements upon any Lot; (2) interfere with or diminish any utility service to any Lot or to any Unit; or (3) impede, impair or prevent the access, use and occupancy of the improvements upon any Lot or within any Unit after construction is complete.

(v) The Lots and Units are together with and subject to a perpetual nonexclusive Easement for the roof overhang of each structure on each Lot or Unit that extends beyond said structure into and over the Common Area surrounding same.

(vi) The Lots and Units are together with and subject to a perpetual, nonexclusive Easement over, under, across and through the Common Area for the purpose of the placement and maintenance of the exterior air conditioning/heat pump or condensing/evaporating unit(s) and/or the standby electrical generating unit(s) that service the structure located on each Lot or Unit.

7. BUILDING RESTRICTIONS.

A. The outer surface of the outer wall of any structure that is permitted to be erected or remain under this Declaration shall be placed inside of the outer boundary line of any given Lot.

B. Notwithstanding paragraph A above, for purposes of measuring building set back lines pursuant to the ordinances of the City of Jacksonville, such set back lines shall be measured from the outer surface of the outer wall of a structure on a given Lot to the adjacent outer boundary line of the Property.

C. The height restriction for a structure within DUNN'S CROSSING shall be the height restriction pursuant to the ordinances of the City of Jacksonville.

8. GENERAL RESTRICTIONS.

A. A Lot is only subdividable into Units for conveyance purposes after the structure on the Lot is completed. Until a given structure is complete, a Unit cannot be separately conveyed prior to the construction of the improvements on a given Lot with one (1) or more Party Walls, so that the centerline of said Party Wall can be determined and a metes and bounds legal description

can be drafted. Further, a separate, stand-alone structure cannot be constructed on a Unit.

B. No Unit subject to this Declaration shall be further subdivided, partitioned or conveyed as less than the whole.

C. No nuisance shall be allowed or tolerated on the Lots, Units or Common Area subject to this Declaration, nor any use or practice which interferes with the quiet enjoyment and peaceful use and possession of the surrounding Owners.

D. No immoral, improper, offensive, loud, annoying, noxious, or unlawful use shall be made of any Lot or Unit subject to this Declaration. All laws, zoning ordinances and governmental regulations shall be observed.

E. The Lots and the Units shall only be used for commercial and professional offices.

F. There shall be no storage or parking of any boat, trailer, motor home, travel or house trailer, or bus on any Lot, or any portion of the Common Area of DUNN'S CROSSING.

G. No security lighting devices or structure perimeter lighting devices shall be installed or directed so as to create a nuisance or annoyance to any other Lot Owner.

H. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property.

I. There shall be no outside storage of any trash, garbage, waste, refuse or boxes or any can, garbage can or any waste receptacle. All such trash, garbage, waste, refuse or boxes shall be placed in the "dumpster" provided by the Association.

J. There shall be no outdoor clothes lines, clothes poles or similar equipment.

K. There shall be no storage or parking of any stripped, wrecked or inoperative motor vehicle on any Lot, or any portion of the Common Area of DUNN'S CROSSING.

L. There shall be no outdoor storage or usage of tanks or cylinders used for any type of liquid or gaseous matter.

M. In no event shall any outbuilding be erected or permitted to remain on the Property. The term "outbuilding" shall be deemed to include but is not limited to storage shed, tool shed, mechanical apparatus building, lean-to, barn or shack; and without regard to whether such outbuilding is freestanding or attached to the primary structure.

N. There shall be no occupancy or usage of the Common Area except as contained herein.

O. No fence, of any kind or description, whether functional or decorative, shall be permitted on any Lot or Unit. No hedge, bush, shrubbery or similar vegetation, shall be permitted on, near or along any boundary of any Lot or Unit. This paragraph shall not prevent the fencing of the retention pond or dumpster area or other areas required by law or regulation.

P. With the exception of the parking spaces designated for "handicapped parking" by ordinance, neither TEK, the Association nor any Unit Owner(s) may mark or designate any parking space(s) as "reserved".

9. SIGNAGE.

A. The DUNN'S CROSSING complex shall be identified by one (1) sign that fronts on Dunn Avenue and that meets the requirements of the sign ordinance of the City of Jacksonville. The maintenance, repair and illumination of said sign shall be an Association responsibility and a Common Expense. Said sign shall contain only the following information:

DUNN'S CROSSING  
3450 Dunn Avenue

B. The occupant(s) of each building may be identified with a sign on their respective front entry door and/or above or beside their respective front entry door. The size, shape, design, color, style, location/position and illumination (if allowed) of such signs are subject to the prior, written approval of the Association and the sign ordinance of the City of Jacksonville. The installation, maintenance, repair and illumination of such signs shall be at the cost and expense of the respective occupant(s).

C. "For Lease," "For Rent" or "For Sale" signs of customary and reasonable dimensions shall be allowed, but only on or in front of the given Lot or Unit in question.

D. Directional, cautionary, traffic and regulatory compliance signs (such as "entrance," "exit," "stop" and "handicapped parking") shall be permitted in the Common Area. The installation, maintenance, repair and illumination (if appropriate) of same shall be a Common Expense.

E. Other than the signage specifically permitted herein, no other sign, poster, billboard, banner, advertising device or attention gathering devise shall be permitted at or on any portion of DUNN'S CROSSING. Notwithstanding the above paragraphs, this prohibition shall include but not be limited to neon signs, flashing lights, banners, flags, strobes, animated

signs, roof signs, "grand opening" signs, window signs, blinking signs, portable signs, sandwich signs, reserved parking signs, flashing or revolving signs, credit or charge card signs.

10. Party Walls.

A. Creation of Party Walls. The common walls dividing a given structure on a given Lot into two (2) or more individual Units shall constitute Party Walls as to and between the Owners of the individual Units so divided by said Party Walls. The area of the foundation immediately below and the roof immediately above each Party Wall shall be regarded as a part of the Party Wall.

B. Breach of Party Walls. In the event that two (2) or more adjacent Units have common ownership, then in that event, the common Owner may be allowed to breach the Party Wall in order to accommodate a passageway between Units. The following conditions shall apply: (a) at least thirty (30) days prior to construction the Owner shall notify the Association in writing concerning same, (b) the Owner shall procure the necessary building permit from the City of Jacksonville, (c) the area of the breach shall be the minimum necessary to accommodate the passageway, and (d) not less than thirty (30) days prior to the start of construction the Owner shall deliver to the Association a written opinion from a Florida licensed architect that the

proposed breach will not affect the structural integrity of the building beyond a de minimis degree.

C. Repair and Maintenance of Party Walls. The cost of the maintenance and repair of the Party Walls shall be shared equally between the Owners of the Units divided by the Party Wall. In the event a Unit Owner fails to pay its proportionate share for repairs or maintenance, the non-defaulting Owner, after written notice to the defaulting Owner of its intent to do so, may request the Association to assess the defaulting Owner for its proportionate share of the cost thereof. The Association shall have the power, in its sole discretion and without any obligation to do so whatsoever, to make Assessments therefor against said Unit. In the alternative, the non-defaulting Owner shall have a cause of action at law or in equity against the defaulting Owner.

D. Weatherproofing, Damage or Destruction. Notwithstanding any other provision of this Section, an Owner who by its negligent or willful act causes a Party Wall to be exposed to the elements or causes damage to or destruction of any Party Wall shall bear the whole cost of furnishing the necessary protection against such elements or the cost of repairing or replacing the Party Wall, as the case may be. The Association shall have the power, in its sole discretion and without any obligation to do so whatsoever, to make Assessments therefor against said Unit. In the alternative, the non-defaulting Owner shall have a cause of action at law or in equity against the defaulting Owner.

E. Mutual and Reciprocal Easements. The adjacent Owners hereby grant and convey to one another, and their successors and assigns, mutual and reciprocal easements for the use and enjoyment of the Party Wall and for any encroachments created by construction, settling or otherwise, as originally constructed. In the event a Party Wall is partially or totally destroyed and then rebuilt, the Owners of the adjacent Units so affected agree that the Party Wall or other minor encroachments due to construction, settling or otherwise shall be permitted and that valid easements therefor shall exist.

11. COMMON ROOF AND BUILDING MAINTENANCE EXPENSES.

A. Responsibility. The responsibility for major maintenance, repair and replacement of the Common Roof and the major maintenance, repair, cleaning and painting of the exterior of the building on each Lot shall lie jointly with all of the Owners of the Units within said Lot.

The responsibility for minor maintenance and repair of the Common Roof and the minor maintenance, repair, cleaning and painting of the exterior of the building on each Lot shall lie with the individual Unit Owner of the specific Unit that is affected; see Section 12 hereinbelow. "Minor" is defined as being confined to a small area and/or on or within one (1) Unit and where overall replacement, maintenance, repair, cleaning and

painting is not required for structural, aesthetic or cosmetic reasons.

B. Costs and Expenses. The costs and expenses of the above shall be shared equally on a per Unit basis. In the event that a Unit Owner fails to pay its proportionate share for major maintenance, repair, replacement, cleaning and painting, the non-defaulting Owner(s), after written notice to the defaulting Owner, may request the Association to assess the defaulting Owner for its proportionate share of the cost and expense thereof. The Association shall have the power, in its sole discretion and without any obligation to do so whatsoever, to make Assessments therefor against said Unit. In the alternative, the non-defaulting Owner(s) will have a cause of action at law or in equity against the defaulting Owner.

C. Mutual and Reciprocal Easements. Each of the Unit Owners within a given Lot hereby grant and convey to one another, and their successors and/or assigns, mutual and reciprocal easements for the replacement, maintenance and repair of the Common Roof and the maintenance, repair, cleaning and painting of their building exterior.

## 12. OBLIGATIONS OF OWNERS.

A. Scope. All Lots, Units, structures, buildings and improvements shall be maintained in a neat, clean, safe,

attractive and properly painted (where appropriate) condition by the respective Owner; including without limitation, the gutters, downspouts, exterior building surfaces, all glass and screen surfaces, doors, exterior air conditioning/heat pump units, sidewalks, porches and entryways.

B. Maintenance. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Unit in a neat, clean, safe and attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of the Owner's failure to promptly perform such maintenance and repair following written notice by the Association to such Owner specifying the items of maintenance or repair.

C. Casualty Damage. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. In the event of casualty damage to a Unit, the Owner shall remove the debris as soon as possible and within a reasonable time. Further, the Owner shall repair, rebuild, or replace such damaged or destroyed improvements in a good and workmanlike manner as soon as possible and within a reasonable time.

D. Assessment. In the event that an Owner fails to maintain, repair, clean or paint its Unit, the Association shall have the power, in its sole discretion and without any obligation to do so whatsoever, to perform said maintenance, repair, cleaning or painting, and to make Assessments therefor against said Unit. In the alternative, the non-defaulting Owner(s) will have a cause of action at law or in equity against the defaulting Owner.

13. THE ASSOCIATION.

A. The Association is the fee simple record title owner of the Common Area. The Association is responsible for the operation and maintenance of the Common Area.

B. The Association is responsible for the enforcement of the terms and provisions of this Declaration, the Articles and the Bylaws.

C. Each Owner shall be a Member of the Association. In the event of corporate, joint or multiple ownership of a Lot or a Unit, the term "Member" shall be applied collectively.

D. Each Owner in DUNN'S CROSSING shall become a Member of the Association upon recordation of a deed conveying a Unit or a Lot to said Owner in the current public records of Duval County, Florida.

E. Membership in the Association shall terminate for the Owner upon the recordation of a deed conveying said Member's interest to a new Owner.

F. All right, title and interest of TEK, both real and personal, shall cede to the Association upon the sale of the last Lot or Unit owned by TEK, without further action or execution of instruments, and the Association hereby accepts same.

14. LIABILITY AND INSURANCE.

A. Common Area. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to the Owners, their guests, agents, employees or invitees for injury or damage which is caused by the condition or defects of the Common Area, caused by acts of God or nature or caused by other Owners or other persons.

B. Damage. If an Owner or its agents, tenants, employees, guests or invitees, by their negligent or willful act or

omission, cause damage to the Common Area, a Party Wall, a Common Roof or common plumbing pipes or common electrical lines, then in that event, such damage and its subsequent repair shall be the liability and expense of said Owner.

C. Public Liability Insurance. Each Owner shall maintain public liability insurance for its Unit, including the pedestrian access area, in amounts and with coverage as determined by the Association. Each Owner agrees to indemnify and hold the Association harmless for any claims or damages made against it or incurred by it as a result of any injuries sustained by agents, tenants, employees, invitees or guests of Owners occurring on a Unit or any portion thereof. Said insurance policy shall list the Association as an additional insured.

D. Hazard Insurance. Each Owner shall maintain a hazard insurance policy with coverages including but not limited to storm, fire, wind, vandalism, theft or other casualty, for the full replacement cost of its Unit, the Party Wall(s) and the Common Roof.

E. Proof of Insurance. Each Owner, upon the request of another Owner, or upon the request of the Association, shall furnish a copy of all such required insurance, together with a copy of the paid receipt therefor.

F. Failure to Insure. In the event that an Owner fails to insure its Unit as required herein, the Association shall have the power, in its sole discretion and without any obligation to do so whatsoever, to insure said Unit and to make Assessments therefor against said Unit.

G. Common Area Insurance. The Association shall be responsible for the public liability insurance and for the hazard insurance for the Common Area. The cost and expense for same shall be a Common Expense.

15. COMMON EXPENSES.

A. Responsibility. The Association shall be responsible for all Common Expenses. Further, the Association shall be responsible for the planning, budgeting, decision making and administration concerning the operation, maintenance, improvement, insurance, taxation, parking lot lighting, utilities, cleaning, repairing, paving, landscaping, irrigation, stormwater drainage, stormwater retention and regulatory compliance of the Stormwater Management System and the Common Area, all as Common Expenses. All expenses and taxes of the Association shall be deemed to be Common Expenses including the

expenses of enforcement of the terms and provisions of this Declaration, the Articles and the Bylaws.

B. Drainage and Retention Facilities. The Common Expenses for the stormwater drainage and retention facilities within the Common Area shall be deemed to include underground drainage system maintenance, grass mowing, cutting, trimming, sodding and resodding, vegetative ground cover maintenance, tree maintenance, drainage and retention performance maintenance and regulatory compliance in and around such facilities.

C. Paved Areas. The Common Expenses for the parking lots, driveways and pedestrian walkways within the Common Area shall be deemed to include cleaning, paving, striping, pavement maintenance, parking lot lighting, and regulatory compliance within the paved portions of the Common Area.

D. Vegetation Maintenance. The Common Expenses for the balance of the Common Area shall be deemed to include landscape maintenance, cleaning and irrigation, sodding and resodding, grass mowing and trimming, shrubbery planting, cutting and trimming, vegetable ground cover maintenance and tree maintenance. Further, this shall be deemed to include maintenance of the de minimis area that lies outside of the outer

surface of the outer wall of each structure and within the boundary line of the respective Lot.

E. Plumbing and Electrical Lines. The Common Expenses shall be deemed to include the maintenance, repair and replacement of the potable water piping, sewage line piping and electric supply lines that lie within the Common Area and up to each Lot/Unit boundary line. Notwithstanding the above, if a given Unit can be identified as the source of a blockage or obstruction in a common sewage line, then in that event, said Unit Owner shall pay the entire cost of such repair and same shall be deemed an Assessment against said Unit.

F. Absorption. The Common Expenses shall be deemed to include all unpaid Assessments absorbed, voluntarily or involuntarily, by the Association.

G. Reporting. Each Member shall report promptly to the Association any defect or need for repair for which the Association may be responsible.

16. ASSESSMENTS.

A. Grant. (i) To provide the funds necessary for the proper operation and maintenance of DUNN'S CROSSING, the

Association is hereby granted the right to make, levy, collect and enforce Assessments against all Owners.

(ii) Further, the Association is hereby granted the right to make, levy, collect and enforce Assessments against Owners who have defaulted in their responsibilities hereunder, including but not limited to responsibilities in regard to the Party Walls, Common Roof, plumbing blockages, insurance, Unit exterior maintenance, Unit exterior damage or Common Area damage.

(iii) Assessments by the Association shall be made, levied, collected and enforced pursuant to the terms and conditions set forth in this Declaration.

B. Computation of Assessments for Common Expenses.

Assessments by the Association shall be computed by dividing the Common Expenses (for a given fiscal period or for a specific project or need) by the percentages assigned to each Unit within DUNN'S CROSSING. The Member or Members who are the Unit Owner or Unit Owners of a given Unit shall be liable for their specific percentage share of the Common Expenses incurred by the Association. All Common Expenses shall be divided as follows:

Lot 100:	Unit 101	7.22%
	Unit 102	7.11%
	Unit 103	7.11%

	Unit 104	7.11%
	Unit 105	7.11%
	Unit 106	7.22%
Lot 200:	Unit 201	10.61%
	Unit 202	10.61%
Lot 300:	Unit 301	7.22%
	Unit 302	7.11%
	Unit 303	7.31%
	Unit 304	7.11%
	Unit 305	7.22%

C. Budget. The Association may establish a budget (for a given fiscal period or for a specific project or need) and Assessments may then be collected in advance. When major Common Expenses are anticipated the Association may establish a fund for same in advance.

D. Liability for Assessments. The Owner or Owners of a given Unit shall be jointly and severally liable to the Association for the payment of their Assessments. Each such Owner shall be jointly and severally liable to the Association for: (1) payment of their Assessments, (2) per diem interest thereon pursuant to Section H hereinbelow, and (3) all costs and expenses of collection and/or suit pursuant to Section E hereinbelow.

Such liability shall be the liability of the Owner/Member and the Association may enforce the collection of same by an action at law or in equity in the Courts of Duval County, Florida. Such collection action shall be in addition to the Association's right to a lien as granted hereinbelow.

E. Attorney's Fees. Should any Member fail to pay any Assessment due hereunder, the Association, in any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising out of such breach (whether or not suit be brought) shall be entitled to recover all title search costs, court costs and reasonable attorney's fees, including those arising from an appeal.

F. No Exemption. No Member may exempt himself, herself or itself from the liability for Assessments by his, her or its abandonment or waiver of the use and/or benefit of his, her or its Unit or the Common Area or the services of the Association.

G. Time for Payment. Assessments shall be payable on such dates or within such time periods as may be fixed from time to time by resolution of the Association.

H. Interest. Assessments not received by the Association by the prescribed date shall incur a daily interest charge. Such per diem interest shall be calculated based on an annual rate of eighteen percent (18.0%) until paid in full.

17. LIEN FOR ASSESSMENT.

A. Grant. The Association is hereby granted a lien upon each Unit, which lien shall secure any and all monies due from a given Unit Owner for: (1) Assessments for Common Expenses, (2) Assessments for Owner defaults pursuant to Section 16(A)(ii), (3) per diem interest thereon pursuant to Section 16(H) herein, and (4) all costs and expenses of collection and/or suit pursuant to Section 16(E) herein.

B. Lien. The lien of the Association shall be perfected and effective upon recording in the current public records of Duval County, Florida and shall run with the land until satisfied of record. The lien shall state: (1) the name(s) of the Unit Owner(s), (2) the legal description of the Unit encumbered thereby, (3) the total amount due pursuant to Section A hereinabove and secured thereby at the time of the filing of the lien, (4) the fact that per diem interest shall continue to accrue (and be secured thereby) until the lien is satisfied, and

(5) shall be verified and executed by the President and attested to by the Secretary of the Association.

The lien granted herein to the Association shall continue in full force and effect until satisfied of record or foreclosed. Upon full payment of all sums secured thereby, the same shall be satisfied of record at the expense of the Owner.

The lien granted herein to the Association shall be foreclosed by the Association by an action at law or in equity in the Circuit Court in and for Duval County, Florida.

C. Notice. Within thirty (30) days after the recording of a lien by the Association, the Association shall send by U.S. Mail, Certified, Return Receipt Requested, a copy of said lien (recorded or unrecorded copy) to the Unit Owner(s) of the liened Unit. Delivery of the lien to the U.S. Postal Service, postage prepaid and addressed to the Unit Owner(s) at their last known address, shall constitute notice to the Unit Owner(s). Refusal to accept such mail by the Unit Owner(s) shall not negate such notice.

D. Foreclosure or Judicial Sale. In the event title to a Unit shall be acquired by foreclosure, deed in lieu of foreclosure or judicial sale in the enforcement of any lien or

mortgage other than the Construction Mortgage (to which this provision shall not apply), the person or entity (including Institutional Mortgagees) acquiring title shall be liable for the payment of delinquent Assessments, interest, costs and expenses, notwithstanding the priority of such lien or mortgage. In addition, any person or entity acquiring title to a Unit by foreclosure, deed in lieu of foreclosure or judicial sale pursuant to any lien or mortgage shall be liable for new Assessments accruing from and after the date of acquiring title.

18. VOLUNTARY TRANSFER.

A. When a Owner proposes to transfer, sell or mortgage its Lot or Unit, the Association, upon written request of the Owner, shall furnish to the proposed transferee, purchaser or mortgagee a statement verifying the status of the payment of any Assessment or delinquent Assessment regarding said Lot or Unit. Such statement shall be executed by an officer of the Association, may be relied upon by the transferee, purchaser or mortgagee and shall be binding upon the Association.

B. In the event that a Lot or Unit is transferred, sold or mortgaged, at a time when Assessments are due and payable to the Association (whether or not a lien has been recorded by the Association), then in that event, it shall become the obligation

of the transferee, purchaser or mortgagee to withhold a portion of the proceeds of the transfer, sale or mortgage and forward same to the Association for the payment of such Assessments.

C. In any voluntary conveyance of a Lot or Unit the grantee shall be jointly and severally liable with the grantor for all delinquent Assessments, interest, costs and expenses against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor any amounts paid by the grantee therefor.

D. In any voluntary or involuntary transfer the person or entity acquiring title shall not be entitled to occupancy of the Lot unless and until all delinquent Assessments, interest, costs and expenses have been paid to the Association.

19. RIGHTS OF INSTITUTIONAL MORTGAGEES. Any Institutional Mortgagee of a Lot or Unit, who makes a request in writing to the Association for the items provided in this section, shall have the following rights:

A. To be furnished with at least one (1) copy of the Annual Financial Statement and Report of the Association, if any.

B. To be given written notice by the Association of the call of a meeting of the Members to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws, which notices shall state the nature of the amendment being proposed.

C. To be given notice of default (if such default remains uncured for thirty (30) or more days) by any Member owning any Lot or Unit encumbered by a mortgage held by such Institutional Mortgagee, such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee or to the place which it or they may designate in writing to the Association. Lack of such notice of default shall not affect the validity or enforceability of a subsequent lien.

D. To be given an endorsement to insurance policies maintained by the Association, if any, requiring that such an Institutional Mortgagee be given any notice of cancellation provided for in such policy.

E. To obtain current copies of this Declaration, the Articles, the Bylaws and any other rules and regulations concerning the Association, as amended.

F. To obtain written notice of any condemnation loss, eminent domain proceedings or any casualty loss which affects the Association or any Lot or Unit upon which such Institutional Mortgagee has a mortgage.

G. To obtain notice of any lapse, cancellation or material modification of any fidelity bond or insurance policy maintained by the Association.

H. To examine the books and records of the Association upon reasonable notice during normal business hours.

I. Except as shall be elsewhere provided herein, unless a super majority of at least seventy-five percent (75.0%) of the Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this provision;

(b) substantially and materially change the method of determining the Assessments or other charges which may be assessed against any Unit by the Association;

(c) amend this Declaration, with the exception of those amendments that are of a de minimis nature or that are to correct a scrivener's error or that do not adversely impact the interests of the Institutional Mortgagees;

(d) by act or omission, change, waive or abandon the provisions or enforcement thereof contained in this Declaration pertaining to the Common Area or to the maintenance and repair thereof.

20. COMPLIANCE AND DEFAULT.

A. Compliance and Default. Each Owner, Member and the Association shall be governed by and shall comply with the terms and provisions of this Declaration, the Articles and the Bylaws, all as may be amended from time to time.

B. Failure to Comply. In the event that a Owner, Member, tenant or occupant fails to observe and perform all covenants and provisions of the Declaration, the Bylaws, the Articles, or any other agreement, document or instrument affecting the Association

or the Property, the Association shall have the right to proceed in a court of competent jurisdiction to require performance and/or compliance, to sue in a court of competent jurisdiction for damages, to assess the Lot Owner and the Lot in question for the sums necessary to do whatever work, maintenance or repair is required and to collect such sums as Assessments and to have a lien therefor as elsewhere provided herein. In addition, the Association shall have the right, for itself and its agents, to enter upon the Units and perform the necessary work to enforce compliance with the above provisions, without having committed a trespass or incurring any other liability to the Owner.

C. Election of Remedies. All rights and remedies granted to the parties in this Declaration shall be deemed concurrent and cumulative and not alternative or exclusive remedies, to the full extent permitted by law; and the parties may proceed with any number of remedies at the same time or in any order. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy.

D. No Waiver of Rights. The forbearance or failure of the Association or any Owner to enforce any covenant or provision of this Declaration, the Articles or the Bylaws, shall not constitute a permanent waiver of the right to do so thereafter.

E. Attorney's Fees. Should any party breach any covenant or fail to comply with any provision of this Declaration, the Articles or the Bylaws, all as may be amended from time to time, or any other agreement, document or instrument affecting the Association or the Property, the prevailing party (or substantially prevailing party) in any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising out of such breach (whether or not suit be brought) shall be entitled to recover all title search costs, court costs and reasonable attorney's fees, including those arising from an appeal.

F. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the stormwater management system.

21. GENERAL PROVISIONS.

A. Rights. Nothing contained herein shall create any rights in the general public.

B. Rules and Regulations. The Association shall have the power and authority to adopt, from time to time, and to implement

and enforce reasonable rules and regulations. Such rules and regulations shall be approved (or later modified) by a simple majority vote of the Board of Directors of the Association. Said rules and regulations shall be binding upon each Owner as well as said Owner's employees, agents, guests, invitees, tenants, successors and assigns.

C. Amendments. Prior to the first conveyance of a Lot or a Unit by TEK, in TEK's sole discretion, TEK may amend this Declaration at any time. After the first conveyance of a Lot or a Unit by TEK, this Declaration shall be amended in the same manner as the Bylaws. See Article XV, Section 4 of the Bylaws and Section 19(B) and Section 19(I) herein.

Any amendment to this Declaration which alters any provision relating to the stormwater management system, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District.

D. Notices. Unless otherwise specifically provided for herein, all notices referred to or required herein shall be given in writing. If not hand delivered to the addressee (with signed receipt), such notices shall be deemed given when delivered to a regularly operating overnight express delivery service or when delivered to the U.S. Postal Service, with postage prepaid, for

Certified Mail, Return Receipt Requested, and when addressed as follows:

(a) The Association. To the principal office or to the Registered Agent of the Association as maintained in the records of the office of the Secretary of the State of Florida.

(b) Owner. To the last address of the Owner as maintained in the records of the Association.

(c) Institutional Mortgagees. To the principal office of the entity as maintained in the office of the Secretary of State where same is chartered to do business.

(d) TEK Properties Inc.  
TEK Properties Inc.  
310 College Drive  
Orange Park, FL 32065

(e) Each of the above may be amended from time to time by notice in writing to the Association.

E. Severability. Every provision of this Declaration is intended to be severable. If any term or provision hereof is

determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such non-enforceability, invalidity or illegality shall not render the other provisions herein unenforceable, invalid or illegal. In that event, it is the intention of the parties hereto that a similar provision be substituted that shall be deemed to be legal and enforceable.

F. Headings. The paragraph headings contained herein are only for convenience and reference and are not intended in any manner to define limit or describe the scope and intent of this Declaration or the particular paragraph to which they refer.

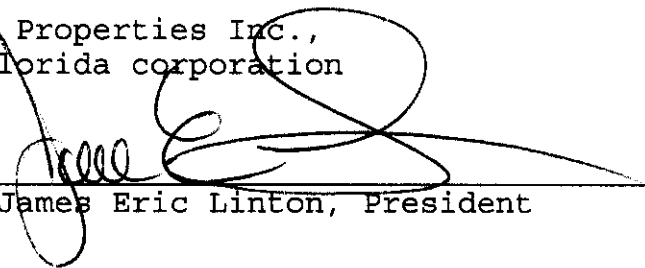
G. Number and gender. Wherever the context so admits or requires the terms used herein shall include the singular or the plural form, the masculine gender or the feminine gender, or the heirs, personal representative, successors or assigns of those named herein.


H. Litigation. Any litigation brought by any party under this Declaration, or any exhibit, the Bylaws or the Articles, shall only be brought in the courts of Duval County, Florida, and each party waives their right to have the litigation brought in any other jurisdiction.

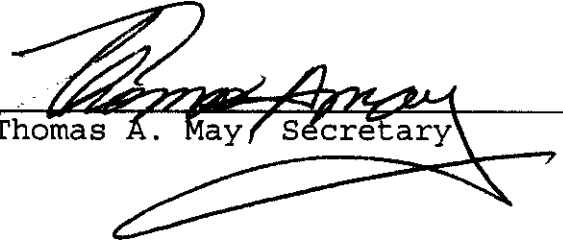
I. Time. Time is of the essence each and every covenant and provision of this Declaration.

J. Construction. This Declaration shall be construed and enforced pursuant to the laws of the State of Florida.


IN WITNESS WHEREOF, TEK and the Association have caused this Declaration to be executed on this 28<sup>TH</sup> day of OCTOBER, 2004.


TEK Properties Inc.,  
a Florida corporation  
BY:   
James Eric Linton, President

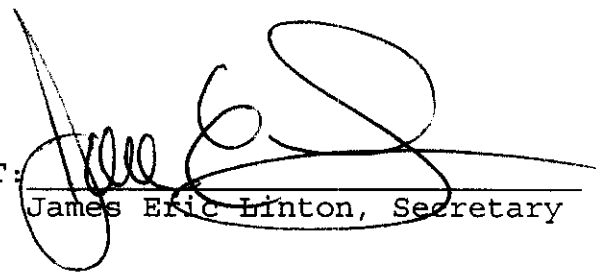
  
Witness  
Print DAVID A. KING

ATTEST:   
Thomas A. May, Secretary

Alison E. Hickman  
Witness  
Print Alison E. Hickman

Dunn's Crossing Owners  
Association Inc.,  
a Florida not-for-profit corporation  
BY:   
Keith R. Ward, President

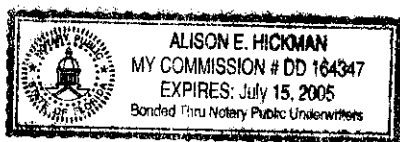
  
Witness  
Print DAVID A. KING

ATTEST:   
James Eric Linton, Secretary

Alison E. Hickman  
Witness  
Print Alison E. Hickman

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared James Eric Linton, as President, and Thomas A. May, as Secretary, of TEK Properties Inc., personally known to me to be the persons who executed the foregoing instrument and who acknowledged before me that they executed same, on this 28<sup>th</sup> day of October, 2004.

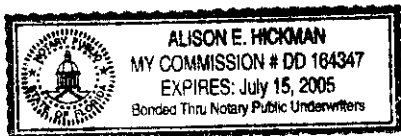


Alison E. Hickman

Print Name Alison E. Hickman  
Notary Public

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared Keith R. Ward, as President, and James Eric Linton, as Secretary, of Dunn's Crossing Owners Association Inc., personally known to me to be the persons who executed the foregoing instrument and who acknowledged before me that they executed same, on this 28<sup>th</sup> day of October, 2004.



Alison E. Hickman

Print Name Alison E. Hickman  
Notary Public



EXHIBIT "A"

Harold T. Eiland  
President

Eric V. Eiland  
V. President

# Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32065  
Phone (904) 272-1000 Fax 272-5443

October 12, 2004

## LOT 100

A parcel of land situated in the West 1/2 of the Northeast 1/4 of Section 9, Township 1 South, Range 26 East, Duval County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of Lydia Estates Unit One, as recorded in Plat Book 51, pages 43 through 43D, of the current public records of said county; thence North 89 degrees 23 minutes 40 seconds East, along the southerly right-of-way line of Dunn Avenue (a 100 foot right-of-way as now established), 769.24 feet; thence South 00 degrees 09 minutes 26 seconds East, 18.33 feet to the point of beginning; thence continue South 00 degrees 09 minutes 26 seconds East, 166.52 feet; thence South 89 degrees 50 minutes 34 seconds West, 43.83 feet; thence North 00 degrees 09 minutes 26 seconds West, 12.33 feet; thence South 89 degrees 50 minutes 34 seconds West, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.82 feet; thence South 89 degrees 50 minutes 34 seconds West, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 19.69 feet; thence South 89 degrees 50 minutes 34 seconds West, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.82 feet; thence South 89 degrees 50 minutes 34 seconds West, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 19.69 feet; thence South 89 degrees 50 minutes 34 seconds West, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.82 feet; thence South 89 degrees 50 minutes 34 seconds West, 4.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 11.17 feet; thence North 89 degrees 50 minutes 34 seconds East, 8.17 feet; thence North 00 degrees 09 minutes 26 seconds West, 12.33 feet; thence North 89 degrees 50 minutes 34 seconds East, 43.83 feet to the point of beginning. Being 7,988 square feet or 0.18 acres, more or less.

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EXHIBIT "A"

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32065  
Phone (904) 272-1000 Fax 272-5443

October 12, 2004

### LOT 200

**A parcel of land situated in the West 1/2 of the Northeast 1/4 of Section 9, Township 1 South, Range 26 East, Duval County, Florida, said parcel being more particularly described as follows:**

**Commence at the northeast corner of Lydia Estates Unit One, as recorded in Plat Book 51, pages 43 through 43D of the current public records of said County; thence North 89 degrees 23 minutes 40 seconds East, along the southerly right-of-way line of Dunn Avenue (a 100 foot right-of-way as now established), 777.24 feet; thence South 00 degrees 09 minutes 26 seconds East, 198.49 feet; thence South 89 degrees 19 minutes 48 seconds West, 122.34 feet to the point of beginning; thence continue South 89 degrees 19 minutes 48 seconds West, 85.76 feet; thence North 00 degrees 40 minutes 12 seconds West, 43.83 feet; thence North 89 degrees 19 minutes 48 seconds East, 12.33 feet; thence North 00 degrees 40 minutes 12 seconds West, 8.17 feet; thence North 89 degrees 19 minutes 48 seconds East, 11.17 feet; thence South 00 degrees 40 minutes 12 seconds East, 4.17 feet; thence North 89 degrees 19 minutes 48 seconds East, 8.58 feet; thence South 00 degrees 40 minutes 12 seconds East, 4.00 feet; thence North 89 degrees 19 minutes 48 seconds East, 21.60 feet; thence North 00 degrees 40 minutes 12 seconds West, 4.00 feet; thence North 89 degrees 19 minutes 48 seconds East, 8.58 feet; thence North 00 degrees 40 minutes 12 seconds West, 4.17 feet; thence North 89 degrees 19 minutes 48 seconds East, 11.17 feet; thence South 00 degrees 40 minutes 12 seconds East, 8.17 feet; thence North 89 degrees 19 minutes 48 seconds East, 12.33 feet; thence South 00 degrees 40 minutes 12 seconds East, 43.83 feet to the point of beginning.**

**Being 4,010 square feet or 0.09 acres, more or less.**



## EXHIBIT "A"

Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32065  
Phone (904) 272-1000 Fax 272-5443

October 12, 2004

### LOT 300

A parcel of land situated in the West 1/2 of the Northeast 1/4 of Section 9, Township 1 South, Range 26 East, Duval County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of Lydia Estates Unit One, as recorded in Plat Book 51, pages 43 through 43D of the current public records of said county; thence North 89 degrees 23 minutes 40 seconds East, 447.12 feet; thence South 26 degrees 35 minutes 21 seconds East, 40.38 feet to the point of beginning; thence continue South 26 degrees 35 minutes 21 seconds East, 139.60 feet; thence North 63 degrees 24 minutes 39 seconds East, 43.83 feet; thence North 26 degrees 35 minutes 21 seconds West, 12.33 feet; thence North 63 degrees 24 minutes 39 seconds East, 8.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.17 feet; thence South 63 degrees 24 minutes 39 seconds West, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.83 feet; thence North 63 degrees 24 minutes 39 seconds East, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.17 feet; thence South 63 degrees 24 minutes 39 seconds West, 8.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.09 feet; thence North 63 degrees 24 minutes 39 seconds East, 4.00 feet; thence North 26 degrees 35 minutes 21 seconds West, 8.17 feet; thence North 63 degrees 24 minutes 39 seconds East, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.17 feet; thence South 63 degrees 24 minutes 39 seconds West, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 9.00 feet; thence South 63 degrees 24 minutes 39 seconds West, 4.00 feet; thence North 26 degrees 35 minutes 21 seconds West, 7.17 feet; thence North 63 degrees 24 minutes 39 seconds East, 8.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.17 feet; thence South 63 degrees 24 minutes 39 seconds West, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.83 feet; thence North 63 degrees 24 minutes 39 seconds East, 4.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 11.17 feet; thence South 63 degrees 24 minutes 39 seconds West, 8.17 feet; thence North 26 degrees 35 minutes 21 seconds West, 12.33 feet; thence South 63 degrees 24 minutes 39 seconds West, 43.83 feet to the point of beginning. Being 6,738 square feet or 0.15 acres, more or less.

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**EXHIBIT "B"**

The "Common Area" of Dunn's Crossing is legally described as those lands more specifically described on page two (2) of this Exhibit "B", less and except those lands more specifically described in the preceding Exhibit "A".

EXHIBIT "B"

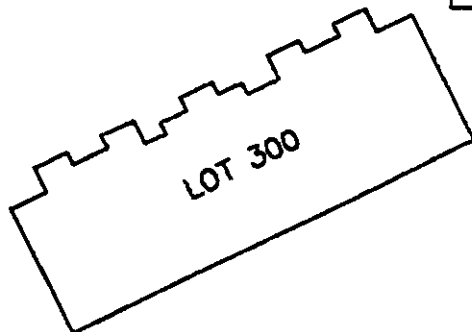
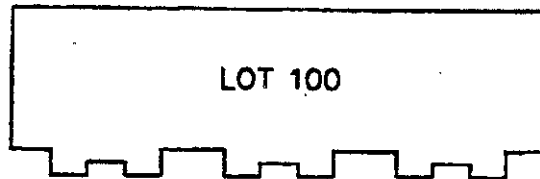
A portion of the West 1/2 of the Northeast 1/4 of Section 9, Township 1 South, Range 26 East, Duval County, Florida, and being more particularly described as follows:

Commence at the northeast corner of Lydia Estates Unit One, as recorded in Plat Book 51, pages 43 through 43D, inclusive, of the current public records of said county; thence North 89 degrees 23 minutes 40 seconds east, along the southerly right-of-way line of Dunn Avenue (a 100 foot right-of-way as now established), 377.62 feet to the point of beginning; thence continue North 89 degrees 23 minutes 40 seconds east, along said southerly right-of-way line, 399.62 feet; thence South 00 degrees 09 minutes 26 seconds East, 412.23 feet; thence South 89 degrees 23 minutes 40 seconds West, 424.08 feet to an intersection with a curve leading northerly; thence along and around the arc of a curve concave westerly and having a radius of 435.0 feet, a chord bearing and distance of North 02 degrees 34 minutes 43 seconds east, 48.33 feet to the point of tangency of said curve; thence North 00 degrees 36 minutes 20 seconds West, 338.96 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave southeasterly and having a radius of 25.0 feet, a chord bearing and distance of North 44 degrees 23 minutes 40 seconds East, 35.36 feet to the point of beginning.

EXHIBIT "C"  
Dunn's Crossing  
PROFESSIONAL OFFICE COMPLEX  
"LOTS" by Number

Book 12145 Page 1203

D u n n  
A v e n u e



N a t a l i e

D r i v e

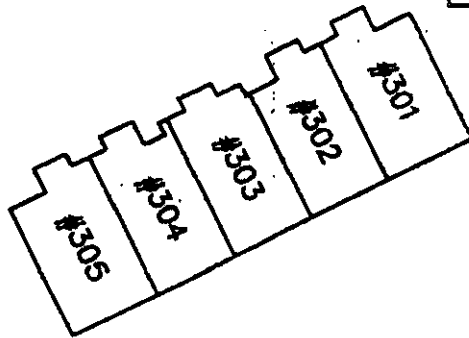
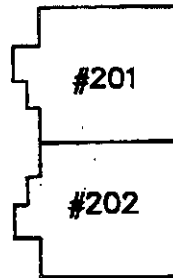
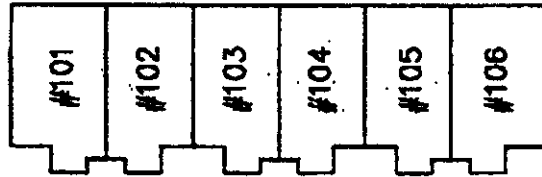
This map does not represent an actual survey  
and was prepared for planning purposes.

EILAND & ASSOCIATES, INC.  
Professional Surveyors & Mappers  
615 BLANDING BOULEVARD  
ORANGE PARK, FLORIDA 32065

EXHIBIT "D"  
Dunn's Crossing  
PROFESSIONAL OFFICE COMPLEX  
"UNITS" by Number

Book 12145 Page 1284

D u n n  
A v e n u e



N a t a l i e                      D r i v e

EILAND & ASSOCIATES, INC.  
Professional Surveyors & Mappers  
615 BLANDING BOULEVARD  
ORANGE PARK, FLORIDA 32065

This map does not represent an actual survey  
and was prepared for planning purposes.

LF No. 166:34-B  
REF PP 33123

Job No. 27911 B

CAD File 27911J

## EXHIBIT "E"

A portion of the West 1/2 of the Northeast 1/4 of Section 9, Township 1 South, Range 26 East, Duval County, Florida, and being more particularly described as follows:  
 Commence at the northeast corner of Lydia Estates Unit One, as recorded in Plat Book 51, pages 43 through 43D, inclusive, of the current public records of said county; thence North 89 degrees 23 minutes 40 seconds east, along the southerly right-of-way line of Dunn Avenue (a 100 foot right-of-way as now established), 377.62 feet to the point of beginning; thence continue North 89 degrees 23 minutes 40 seconds east, along said southerly right-of-way line, 399.62 feet; thence South 00 degrees 09 minutes 26 seconds east, 412.23 feet; thence South 89 degrees 23 minutes 40 seconds West, 424.08 feet to an intersection with a curve leading northerly; thence along and around the arc of a curve concave westerly and having a radius of 435.0 feet, a chord bearing and distance of North 02 degrees 34 minutes 43 seconds east, 48.33 feet to the point of tangency of said curve; thence North 00 degrees 36 minutes 20 seconds West, 338.96 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave southeasterly and having a radius of 25.0 feet, a chord bearing and distance of North 44 degrees 23 minutes 40 seconds East, 35.36 feet to the point of beginning.