

Prepared by and return to:
Jason M. Trager
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, Florida 32256

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
GLEN KERNAN PARK COMMERCIAL OUTPARCELS

THIS DECLARATION (“Declaration”) is made this 8th day of July, 2022 (“Effective Date”), by GLEN KERNAN PARK LLC, a Florida limited liability company (“Developer”), and Gate Petroleum Company, a Florida corporation (“Gate”, and together with Developer, the “Declarants”), who declare that the real property described on **Exhibit A** attached hereto and made a part hereof (the “Property”) shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Declarants and all parties having or acquiring any right, title or interest in the Property or any part thereof.

WITNESSETH:

WHEREAS, Developer is the owner of a portion of the Property containing approximately 7.04 acres and legally described on **Exhibit B** attached hereto (“Developer Parcel”); and

WHEREAS, Gate is the owner of a portion of the Property containing approximately 3.46 acres and legally described on **Exhibit C** attached hereto (the “Gate Parcel”); and

WHEREAS, the Property is referred to in the Master Declaration (as defined herein) as the “Outparcel Tract”.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarants do hereby agree as follows:

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners (as hereinafter defined), and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns. Provided, however, this Declaration and any amendment or supplement hereto shall not be deemed to be for the benefit of any holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title to any parcel within the Property (whether a Parcel or otherwise) pursuant to foreclosure, judicial proceeding or deed in lieu of foreclosure.

Section 1.2 **Benefits and Burdens**. Every person, entity, or other grantee who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association.** Glen Kernan Park Commercial Outparcels Association, Inc., a Florida corporation not-for-profit, and its successors and assigns, which is the association referred to in the Master Declaration (as hereinafter defined) as the Outparcel Association. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any portion of the Property and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises, including but not limited to, business and professional offices, facilities for the retail sale of goods and services, warehouses, banks and other financial institutions, entertainment facilities, and restaurants.

Section 2.4 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is designated for the common use of the Owners by reference thereto in this Section 2.4. The Common Area as of the Effective Date shall consist of (i) the roadways, travel lanes, entry signs, lighting, drainage improvements, landscaping and other improvements located within that portion of the Property owned by the Association and containing the Service Road and (ii) the Service Road. After the recording of this Declaration but on the same day of such recording, Declarants shall convey to the Association the portions of their respective Parcels in which the Service Road is or will be located. It is specifically contemplated that the Common Area may change from time to time in connection with changes in development plans and other factors not now known. Accordingly, reference in this Declaration to the Common Area shall be deemed to refer to same as they may exist from time to time, to the extent set forth in an amendment to this Declaration pursuant to the terms hereof.

Section 2.5 **Developer.** Glen Kernan Park LLC, a Florida limited liability company, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Developer shall assign its development rights in the Property to the Association and transfer control of the Association to the Owners on or before the earlier of (i) the date Developer no longer owns any lands within the Property or (ii) December 31, 2023 (the "Turnover Date").

Section 2.6 **Master Declaration.** That certain Master Declaration of Covenants, Restrictions and Easements for Glen Kernan Park by Hodges Properties I, LLC, a Delaware limited liability company ("HPI"), Developer, and Gate recorded in the current Public Records of Duval County, Florida, immediately prior to this Declaration.

Section 2.7 **Occupant** shall mean each Owner, the tenants, subtenants and concessionaires of any portion of a Parcel, and their respective customers, licensees, invitees, employees, contractors and agents.

Section 2.8 **Owner.** The record owner or owners of any Parcel.

Section 2.9 **Parcel.** The Gate Parcel and each other separate parcel of land within the Property, as hereafter conveyed by an Owner or designated by Developer, consisting of an integral parcel of land suitable for development by construction of Commercial Improvements.

Section 2.10 **Service Road** shall have the meaning set forth in the Master Declaration.

Section 2.11 **Site Plan**. The site plan attached hereto as **Exhibit D** for the purpose of identifying the Gate Parcel and other currently contemplated Parcels and Common Area, which site plan may be modified from time to time subject to the provisions of this Declaration.

Section 2.12 **Voting Member**. Those Members (as hereafter defined) or representatives of Members entitled to cast votes in the Association, which Voting Members shall be selected in the manner stated in Article VIII of this Declaration.

ARTICLE III **EFFECT OF THIS DECLARATION**

Section 3.1 **Effect of this Declaration**. The Property shall be developed, held, used, transferred, mortgaged, sold, conveyed, and occupied subject to this Declaration. The covenants, restrictions and easements set out in this Declaration are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of portions of the Property subsequently executed. This Declaration grants certain easements and provides for their use, maintenance and repair, and is perpetual in nature, unless provided to the contrary herein. In the event applicable law prohibits a provision or provisions of this Declaration from being enforced in perpetuity, then such provision or provisions shall be enforced for the maximum time period permitted under applicable law and all other provisions of this Declaration, which under applicable law can be perpetual, shall be perpetual.

Section 3.2 **No Rights in Public Generally**. The easements, restrictions, covenants and conditions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to (i) prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within said Owner's Parcel, (ii) prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs (other than for periods not exceeding thirty (30) days in connection with a "grand opening" event), canvassing, demonstrations, or similar activities within the Property, and (iii) prohibit or limit skate boarding, loitering or similar activities with said Owner's Parcel.

Section 3.3 **Rights of Occupants**. With respect to the easements created by this Declaration, each benefiting Owner shall be entitled to designate from time to time which, if any, of its Occupants shall be entitled to utilize and enjoy such easements. No independent rights shall be created by this Declaration as to any Occupants, except as otherwise expressly set forth herein or for those which may be terminated or withdrawn at any time by the Owner through whom such rights were derived.

ARTICLE IV **COMMON AREA RIGHTS AND EASEMENTS**

Section 4.1 **Conveyance of Common Area**. Declarants agree that all or any portion of the Common Area owned by Declarants that is not part of a Parcel may, at their election, with the consent of the other Declarant, be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record; provided, however, that the portion of the Property containing the Service Road has been conveyed to the Association as of the date hereof. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Ingress, Egress and Access Easements.** Declarants hereby grant to each of the Owners, for the benefit of the Parcels, such ingress, egress, and access, but not parking, easements (“Access Easements”) over the Access Easement Areas (as defined in the Master Declaration). Notwithstanding anything to the contrary herein and for purposes of clarification, Declarants agree that the portion of the Gate Parcel containing car wash equipment or used specifically for access to or from the car wash facility may be closed to the public at all times that said car wash is not open for business, and access to said car wash facility may otherwise be restricted to the customers and employees of the car wash, only; provided, however, that access through the remainder of the Gate Parcel shall not be impeded. Furthermore, in no event shall the Access Easement Areas include areas in which buildings are located or areas in which drive-thru or bypass lanes or fueling stations, or similar improvements, are located. Nothing in this Declaration shall constitute a dedication of any portion of the Access Easement Areas to the public. Each Owner of a Parcel shall be responsible for the operation, maintenance, repair, reconstruction, and replacement of the Access Easement Areas on such Owner’s Parcel.

Section 4.3 **Owners’ Easement of Enjoyment.** Each Owner shall have a right and easement for use and enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Association, to dedicate or transfer all or any part of the Common Area to the Association or any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Association, to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners;

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental and zoning restrictions;

(d) Easements, restrictions, agreements and other matters currently of record, including, without limitation, the Master Declaration;

(e) All maintenance and services performed by the Association, and its agents or designees, pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance herewith.

(f) No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Area or abandonment of its right to use the Common Area.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners’ rights of use of specific portions of the Common Area to only the intended purposes of such areas.

Section 4.4 **Parking Area.** The parking area within each Parcel shall be maintained by the Owner of such Parcel, and shall conform to applicable governmental laws, regulations, codes and permits. The Owners of the Parcels shall maintain an on-site, on-grade parking ratio not less than the minimum number of vehicle parking spaces required under the applicable governmental laws, regulations codes and permits, without regard for any variance or special exception therefrom. In the event of a condemnation or appropriation by exercise of the power of eminent domain of a portion of the Property, or sale or transfer thereof in lieu of such condemnation or appropriation, that reduces the number of parking spaces within a Parcel below that which is

required herein, the Owner whose Parcel is so affected shall use its best efforts to restore and/or substitute parking spaces in order to comply with the parking requirements set forth herein. If such compliance is not possible, such Owner shall not be deemed in default hereunder, but shall not be permitted to expand the area of the building(s) located on its Parcel in manner that would increase such non-compliance.

Section 4.5 **Lighting.** Except as may be otherwise approved by the Board and to the extent permitted by applicable governmental laws, regulations, and codes, each Owner shall keep its Parcel (including any signs located thereon) fully-illuminated each day from dusk until at least midnight, or such longer period of time as the Owner of such Parcel may deem appropriate, and each such Owner further agrees to keep any exterior building security lights on from dusk until dawn.

Section 4.6 **Maintenance of Common Area.**

- a. Each Owner of a Parcel and the Association, as applicable, at its expense, shall repair, make replacements of and maintain or cause to be maintained in good order and in a sightly and safe condition, free from rubbish and debris and adequately drained its portion of the Property, or other areas for which it is otherwise responsible to maintain, including without limitation all utilities, driveways, parking areas, sidewalks, landscaping and drainage system within the Parcels or the Service Road. For purposes of clarification, in addition to its responsibility to maintain the parking area within its Parcel, as set forth in Section 4.4 above, each Owner of a Parcel shall also be responsible for maintaining the landscaping and irrigation systems within its Parcel. Notwithstanding anything to the contrary herein, if any unusual repairs or maintenance to an Owner's Parcel (the "Affected Parcel") or the Service Road are necessary as a result of the negligent acts or omissions of the Owner of another Parcel or the Association (the "Affecting Party"), or its Occupants, then the Owner of the Affected Parcel or the Association, as applicable, shall provide written notice thereof to such Affecting Party and such Affecting Party shall reimburse the Owner of the Affected Parcel or the Association, as applicable, for 100% of the cost to repair such damage upon demand. To the extent that the Association becomes liable for costs under the Master Declaration due to the acts or omissions of an Owner hereunder, or its Occupants, the Association shall pass such costs on to the applicable Owner, and such Owner shall reimburse the Association for 100% of such cost upon demand.
- b. Prior to the first to occur of (i) the issuance of the last of the Certificates of Occupancy, as such term is defined in Section 6.3, or (ii) December 31, 2023, the Association shall have no maintenance responsibility for the Common Area located outside of the Parcels, and such maintenance shall be undertaken by the Developer. Thereafter, the Association shall at all times maintain in good order and in a sightly and safe condition, free from rubbish and debris and adequately drained, and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area located outside of a Parcel, including, without limitation, the Service Road.
- c. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in any applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or Duval County, Florida, and all applicable governmental and zoning regulations. All maintenance obligations of the Association shall be performed as ordered by the Board, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the

Association to be collected and paid in the manner prescribed by this Declaration. The minimum standard of maintenance for the Common Area shall be comparable to the standard of maintenance of similarly situated commercial/retail projects in Duval County, Florida. All Common Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integrity of the Parcels as a whole.

Section 4.7 **Easement for Maintenance Purposes**. The Developer hereby reserves for itself, the Association, and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, or other portions of Property to be maintained by Association in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V **ARCHITECTURAL CONTROL**

Section 5.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, sign, screen enclosure, utility line, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Design Review Committee ("DRC") described in Section 5.2. The preceding sentence shall not be applicable to interior improvements or renovations to buildings that are not visible from the outside of such buildings. Provided however, that any and all such interior improvements and renovations shall be performed in full compliance with all applicable laws, statutes, ordinances and other requirements of governmental authorities and any other rules, regulations or requirements of the Association. Further provided that the requirements and procedures of this Article shall apply to interior improvements and renovations which will have any visible effect on the use of the exterior portions of buildings, Parcels or other exterior portions of the Property. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with specific development guidelines and review procedures which may be imposed from time to time by the DRC (the "Development Guidelines"). It shall be the burden of each Owner to supply three (3) sets of completed plans and specifications to the DRC and no plan or specification nor any change or modification hereof, shall be deemed approved unless a written approval is granted by the DRC to the Owner submitting same or as otherwise provided herein. The DRC shall approve or disapprove plans, specifications and changes or modifications thereto, properly submitted within thirty (30) days of each submission and such approval shall not be unreasonably withheld. In the event that within thirty (30) days of a proper submission of plans, specifications, changes or modifications, to the DRC, no approval or disapproval shall be provided, then such plans and specifications shall be deemed approved.

Section 5.2 **Design Review Committee**. The DRC shall consist of three (3) or five (5) members who need not be members of the Association. The Developer shall have the right to determine the initial number of members of the DRC and to appoint the members of the DRC until the earlier of such time as the Developer shall assign such right to the Association or such time as Developer shall no longer own any Parcels; provided, however, that for so long as Developer has such right to appoint the members of the DRC, Developer shall appoint at least one (1) member designated by Gate. Thereafter, the DRC shall be appointed by and serve at the pleasure of the Board. A majority of the DRC shall constitute a quorum to transact business at any

meeting of the DRC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the DRC. Any vacancy occurring on the DRC because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer, or following the assignment to the Association described above, by the Board. This Article V shall not be applicable to landscaping, improvements or structures commenced, erected, placed or maintained upon the Property by Developer, or to the initial landscaping, improvements or structures commenced, erected, placed or maintained upon the Gate Parcel by Gate.

Section 5.3 **Powers and Duties of the DRC.** The DRC shall have the following powers and duties:

5.3.1 To require submission to the DRC of three (3) complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind requiring review and approval of the DRC pursuant to this Article V. The DRC may also require such detail in plans and specifications as it reasonably deems proper, as well as submission of samples such as but not limited to building materials or other items to show the effect of the proposed improvements on existing buildings, landscaping or other improvements, as well as such additional information as reasonably may be necessary for the DRC to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Development Guidelines.

5.3.2 To adopt and modify from time to time, the Development Guidelines.

5.3.3 To approve or disapprove in accordance with the provisions of this Article, any landscaping improvements or structures of any kind, as well as any changes, modifications or alterations thereto as set forth in Section 5.1 above. All decisions of the DRC may, but need not be, evidenced by a certificate in recordable form executed by the authorized representative of the DRC, or by a stamp or other evidence of approval affixed to the approved plans and specifications.

5.3.4 To adopt a schedule of reasonable fees and security deposits for processing requests for DRC approval of proposed improvements constituting new construction and proposed exterior alterations to any improvements, and for securing the completion of such construction in accordance with approved plans and specifications. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the DRC.

Section 5.5 **Variance.** The DRC, acting in its sole discretion, may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require or justify same. Such a variance must be evidenced by a document signed by an authorized representative of the DRC. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Parcel and particular provisions of this Declaration or applicable Design Guidelines covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority.

Section 5.6 **Limited Liability.** Where plans are submitted to the DRC (including any change or modification thereto), if such plans are approved, such approval shall be deemed to be strictly limited to an acknowledgment of consent by the DRC to the improvements described by such plans being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty or representation by any of the DRC that such improvements, if so constructed, will be structurally sound, will meet any applicable requirements of any code or regulation, or will be fit for any particular purpose. Any Owner, tenant or other person or entity who submits such plans shall indemnify and hold harmless the DRC from all damage, loss or

prejudice suffered or claimed by any third party on account of: (i) any defects in any plans, specifications, modifications or changes submitted, revised or approved, or any structural or other defects in any work done according to such plans, specifications, modifications or changes; (ii) the construction or performance of any work, whether or not pursuant to approved plans; or (iii) the development of any Parcel or other area within the Property.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Parcel within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon at the Default Rate (as hereinafter defined) (after any applicable grace period as specifically set forth below in this Article V) and costs of collection thereof (including reasonable attorneys' fees) shall be a charge and continuing lien upon each Parcel against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of maintenance and operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party (collectively, the "Common Expenses"). Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) The Board may levy special assessments for capital improvements to Common Area or for extraordinary non-recurring or non-routine maintenance or repairs to the Common Area, unless caused by Developer or a specific Owner, or its Occupants, in which event said Developer or said Owner, as applicable, shall be responsible for all of the cost of said extraordinary non-recurring or non-routine maintenance or repairs. Special assessments shall be allocated among the Owners as provided in Section 5.3 hereof.

Section 6.3 **Calculation and Collection of Assessments.**

(a) Annual assessments shall be established by the Board based upon an annual budget approved at the Board's annual meeting. The Board shall hold its first annual meeting by December 31, 2023 and shall hold its subsequent annual meetings by December 15th of the each year thereafter. Except as otherwise set forth in this Declaration, all assessments for the Association shall be assessed to the Parcels on a pro rata basis, the numerator of which is the square footage of the Parcel (as reasonably calculated by the Association) and the denominator of which is the total square footage of all the lands of the Property (as reasonably calculated by the Association).

(b) Unless otherwise specifically set forth in this Declaration, the assessment obligations of each Owner including the Developer shall commence upon the earlier of (i) completion of construction of all contemplated buildings within the Property, which shall be evidenced by issuance of certificates of

occupancy by the City of Jacksonville, Florida for each building contemplated by the engineering plans for each component part of the Property approved by the City of Jacksonville, Florida (the "Certificates of Occupancy"); or (ii) January 1, 2023. Annual assessments shall be collectable in advance on a periodic basis established by the Board from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectable in advance in the manner established by the Board at the time such special assessments are authorized.

(c) If any assessments are not paid within thirty (30) days after the due date, the delinquent Owner shall be assessed an automatic administrative late fee of \$100.00, plus interest on the delinquent assessment calculated at the Default Rate, commencing the following day until paid. Any payment received by the Association shall be applied first to any accrued interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent assessment, regardless of any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 6.4 **Specific Use Assessments.** The Board may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation for the cost of security services (the "Specific Use Assessments"). The Specific Use Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Parcels located within such portions of the Property, based upon the allocations established by Section 6.3 hereof, except that the denominator for purposes of making the pro rata calculation shall be the square footage within the applicable portion of the Property (as reasonably calculated by the Association). The portions of the Property that are deemed to receive the benefit of the Specific Use Assessments authorized by this Section 6.4 shall be determined by the Board in its reasonable discretion. Notwithstanding any provision of this Section 6.4 to the contrary, no Specific Use Assessment shall be imposed against any portion of the Property, without the Developer's prior consent until the Turnover Date.

Section 6.5 **Effect of Non-Payment of Assessment; Lien, Personal Obligation, and Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating (i) the description of the Parcel encumbered thereby, (ii) the name of the Owner, (iii) the amount due, and (iv) the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest at the Default Rate, costs, and attorneys' fees, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings on behalf of the Association. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.6 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Parcel by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title

to the Parcel shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.7 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below), Parcels and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying and payment of assessments due from the Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The "Development Period" shall begin when the Association shall become obligated to begin maintaining the Common Area pursuant to Section 4.3 hereof and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Parcels owned by it on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Parcels within the Property.

Section 6.8 **Initial Annual Assessment.** Notwithstanding the foregoing provisions of this Article VI, the annual assessments on each Parcel on the Property for the calendar year 2023 ("Initial Annual Assessment") shall be \$1,800.00 per acre (including partial acre) of such Parcel and shall be due to the Association on January 1, 2023. At the closing of any sale of a Parcel by the Developer to a purchaser during the calendar year 2023, said purchaser shall pay to the Association the Initial Annual Assessment, prorated on a per diem basis from the date of closing on the sale through December 31, 2023. After calendar year 2023, annual assessments shall be calculated pursuant to Section 6.3 above.

ARTICLE VII **USE RESTRICTIONS AND RIGHTS AND EASEMENTS** **RESERVED BY DEVELOPER**

Section 7.1 **Compliance with Laws.** All Owners and Occupants of the Property shall at all times comply with the terms of all laws, governmental rules, regulations, statutes and ordinances applicable to the use and ownership operation of improvements located within the Property, including, without limitation all environmental, land use, zoning, marketing and consumer protection ordinances, statutes and regulations.

Section 7.2 **Platting and Additional Restrictions.** Each Owner reserves the right to further subdivide its respective Parcel, provided such subdivision is in accordance with all governmental laws and regulations. In the event of such further subdivision, each subdivision of such Parcel shall thereafter be deemed a Parcel and the respective owners of the subdivided Parcels shall thereafter be deemed an Owner. All benefits, obligations and provisions in this Declaration will apply to each such subdivided Parcel as if each subdivided Parcel had been a Parcel.

Section 7.3 **Owners' Responsibilities.** All Parcels and improvements located thereon shall be maintained by their respective Owners in a manner consistent with the general appearance of other portions of the Property and standards of maintenance consistent with similarly situated commercial/retail projects in Duval County, Florida. The Owner of each Parcel shall at all times keep the exterior of all buildings and the grounds and landscaping in good order and condition and free of litter. Operations, maintenance, and repair activities shall be conducted upon each Parcel in such a manner so as not to damage, injure, destroy, or interfere with the operation and maintenance of any Common Area or other Parcels. Each Owner of each Parcel shall reimburse

the Association for the cost of any repairs or replacements to the Common Area caused by the action or inaction of such Owner or such Owner's Occupants, agents, employees, contractors, or invitees. If any Owner shall fail to adequately maintain such Owner's Parcel or any improvements located thereon, or shall fail to repair, correct, or mitigate any damage to the Common Area within fifteen (15) days after receipt of written notice from the Association requiring that such action be taken, the Association shall be entitled to take such action at the Owner's expense. Each Owner shall be liable to the Association for all direct or indirect costs incurred by the Association in the performance of such repairs or maintenance, the payment of which shall be secured by a lien upon such Owner's Parcel. Such lien shall be enforceable by the Association in the same manner as liens for assessments are enforced pursuant to Article VI of this Declaration.

Section 7.4 **Nuisances**. No Parcel or any other portion of the Property shall be used in a manner that would constitute a violation of any applicable ordinance, rule, or statute enforceable by any governmental entity. Nor shall any noxious or offensive activity be carried on within the Property which may be or may become an annoyance or nuisance to other Owners.

Section 7.5 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration.

Section 7.6 **Maintenance Standards**. The Association shall maintain the Property using standards of maintenance consistent with similarly situated commercial/retail projects in Duval County, Florida.

Section 7.7 **Prohibited Uses**. No portion of the Property may be used for any of the following uses (the "Prohibited Uses"): any unlawful use; funeral establishment; used car lot; auction or bankruptcy sale; pawn shop; medical marijuana dispensary or facility selling any marijuana or cannabis-based products; thrift store; food truck; shooting gallery; refinery; adult bookstore or facility selling, renting or displaying pornographic or adult books, magazines, literature, films, pictures, videotapes, video discs or other adult paraphernalia or merchandise of any kind (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); massage parlor (provided that reputable day spas, such as Hand and Stone, Massage Envy and Massage Heights, and first class retailers offering massage as an incidental part of its retail business shall be excluded from these Prohibited Uses); unemployment agency; government office serving the public; food stamp center; check cashing business (provided that check cashing in a banking institution such as Bank of America is excluded from these Prohibit Uses); dance hall, cocktail lounge, bar, disco or night club (provided that any dance hall, cocktail lounge, bar, disco or night club that is licensed as a restaurant, which derives at least 51 percent of its gross revenues from the sale of food and nonalcoholic beverages, pursuant to Florida Statutes Chapter 509, shall be excluded from these Prohibited Uses); bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments as an incidental part of business are excluded from these Prohibited Uses; second-hand store, provided, however, the foregoing restriction shall not prohibit antique shops or stores selling high quality used merchandise such as *Play It Again Sports* and *GameStop*; or auction house or flea market.

Section 7.8 **Exclusive Uses**.

(A) For a period of three (3) years from the date of recording of this Declaration, the Developer, so long as it owns any Parcel on the Property, may elect to assign exclusive use rights ("Exclusive Rights") to particular Parcels. Any such assignment of Exclusive Rights shall not include and be effective as to any Parcel (an "Excluded Parcel") that at the time of such assignment is being used in a manner which would otherwise violate such Exclusive Rights. In determining the existence of an Excluded Parcel, the use of the Excluded Parcel, together with ancillary uses reasonably associated with such existing use, shall be considered protected from such later imposed Exclusive Rights.

Except as set forth in the preceding paragraph, no Owner shall violate any Exclusive Rights assigned pursuant to this Section 7.8. A list of any Exclusive Rights assigned pursuant to this Section 7.8 shall be maintained in the Association's records.

(B) The Property is further subject to all use restrictions set forth in the Master Declaration, which are not subject to a time limitation unless otherwise set forth therein.

ARTICLE VIII **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 8.1. **Membership.** Every person or entity who is an Owner shall be a member of the Association ("Member"). Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association.

Section 8.2. **Voting Rights.** For voting purposes, the Association shall have one (1) Voting Member for each Parcel. The Members shall select the Voting Members, and such Voting Members shall be entitled to cast the respective number of votes as set forth below:

The Owner of each Parcel shall designate one (1) Voting Member who shall be entitled to cast that number of votes equal to the square footage of such Parcel (as reasonably calculated by the Association). There shall be a total of 395,089 votes to be cast by all Voting Members.

Section 8.3. **Developer Rights.** Nothing stated in this article shall be deemed to in any manner impair or diminish any rights, reservations or easements granted to or reserved by the Developer as stated elsewhere in this Declaration, the Articles and Bylaws or any exhibit hereto.

Section 8.4. **Selection of Voting Members.** Each Member shall give written notice to the Association of the person(s) selected as the Voting Member by such Member's Parcel in accordance with the foregoing requirements, and such notice is to be given at or before the first meeting of the Association which the Voting Member is to attend. The Association and all Voting Members (and their constituents) shall be entitled to rely on such notice as constituting the authorization of such Member to its designated Voting Member to cast all votes allocated to such Member's Parcel and to bind same in all Association matters until such notice is changed, superseded, or revoked. Each Voting Member may cast only the votes then allocated to it at the time of the vote and may not in any manner split the vote.

Section 8.5. **Board of Directors.** The Association shall be governed by the Board as provided for in the Articles and Bylaws of the Association. The members of the Board shall be elected by the Voting Members who shall be selected in the manner set forth in the foregoing provisions of this Declaration and pursuant to the Articles and Bylaws of the Association.

Section 8.6. **General Matters.** When reference is made in this Declaration, or in the Articles of Incorporation or Bylaws, or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented by their respective Voting Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels or property. To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, which violation or attempted violation is not cured within thirty (30) days following written notice thereof by the Association, the Developer or any Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner, commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration or by law. Notwithstanding anything contained in this Declaration to the contrary, in no event and under no circumstances shall any Owner ever be liable, or in any way responsible, to any other Owner for punitive, special or consequential damages of any nature, including lost profits.

Section 9.2 **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a violation of the covenant or restrictions contained herein within thirty (30) days following written notice thereof by the Association, the Developer or any Owner (unless, with respect to any such violation the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner, commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Association, the Developer or non-defaulting Owner, as applicable, that provided written notice of the breach shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner or upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law) (the "Default Rate"). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the Association, the Developer or affected Owner, as applicable, may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the Default Rate.

Section 9.3 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 9.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 9.5 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of ninety-nine (99) years from the date of recording hereof and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Voting Members holding three-fourths (3/4) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that no amendment shall operate to unlawfully discriminate against, or otherwise materially and adversely affect the rights of any Owner or Parcel, unless the affected Owner concerned joins in the execution of such amendment, provided, so long as the Developer owns any property within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Any amendment to this Declaration shall be executed

by the Association and Developer, if applicable, and any necessary Owners, and shall be recorded in the current public records of Duval County, Florida.

Section 9.6 **Covenants Running With the Land.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 9.7 **Notices and Disclaimers As To Security.** The Association may, but shall in no manner be obligated, to maintain or support certain activities within the Property designed to make the Property safer than required pursuant to the terms of this Declaration. NONE OF DEVELOPER, THE ASSOCIATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND THEIR FRANCHISEES, AND ANY SUCCESSOR, ASSIGN OR OPERATOR OF ANY OF THE FOREGOING (COLLECTIVELY THE "LISTED PARTIES") SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NONE OF THE LISTED PARTIES SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE THE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

Section 9.8 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 9.10 **Joinder by Glen Kernan Park Commercial Outparcels Association, Inc.** This Declaration is being executed by Glen Kernan Park Commercial Outparcels Association, Inc. to acknowledge its joinder in this Declaration for the purpose of agreeing to perform its obligations as contained herein.

Section 9.11 **Governing Law and Venue.** The terms, covenants and conditions of this Declaration shall be construed, governed by, and enforced in accordance with laws of the State of Florida and venue for all purposes shall be deemed to be Duval County, Florida.

Section 9.12 **Gender and Plurality.** Whenever the context so requires, the use of the masculine gender, the use of the singular to include the plural, and the use of the plural to include the singular.

Section 9.13 **Owner Acceptance and Ratification.** By acquisition of title to a Parcel subject to this Declaration, each Owner thereby irrevocably ratifies, approves, and affirms all provisions of the Declaration.

Section 9.14 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control

both the Articles and Bylaws. To the extent of any conflict, ambiguity, or inconsistency between this Declaration and the Master Declaration, the terms of the Master Declaration shall control.

Section 9.15 **Release.** In the event any person or entity being the Owner of any portion of the Property shall sell, transfer and convey its entire interest therein, such Owner shall thereafter be released and discharged from any and all obligations, responsibilities and liabilities under this Declaration as to the portion of a Property so sold, transferred or conveyed, except with respect to any liabilities accruing prior to the date of the sale, transfer or conveyance.

Section 9.16 **Waiver.** The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction.

Section 9.17 **WAIVER OF JURY TRIAL.** BY THE ACCEPTANCE HEREOF, THE OWNERS AGREE THAT NEITHER THEY, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF AN OWNER (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS DECLARATION. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE OWNERS, ARE A MATERIAL INDUCEMENT, AND SHALL BE SUBJECT TO NO EXCEPTIONS.

Section 9.18 **Time of Essence.** Time is of the essence.

Section 9.19 **Entire Agreement.** This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

Section 9.20 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels or the easements granted herein to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarants that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 9.21 **Estoppel Certificates.** Each Owner and the Association, upon written request of an Owner, shall execute, acknowledge and deliver, without charge and within twenty (20) days following such request, an estoppel certificate certifying to the requesting Owner (and any other party requested by such Owner) (i) whether this Declaration is in full force and effect and (ii) whether, to the actual knowledge of the party providing the information, the requesting Owner is in default under this Declaration and, if so, stating the default that is claimed.

Section 9.22 **Breach Shall Not Permit Termination.** No breach of this Declaration shall entitle anyone to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which anyone may have hereunder by reason of any breach of this Declaration.

Section 9.23 **Counterparts.** This Declaration may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

Section 9.24 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed under seal this 8 day of July, 2022.

Signed, sealed and delivered in the presence of: **GLEN KERNAN PARK LLC**, a Florida limited liability company

Patricia Ann Yon
Name Printed: Patricia Ann Yon

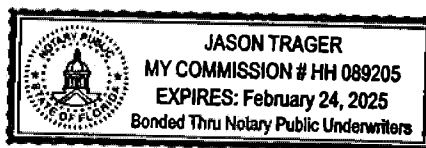
Jason Trager
Name Printed: Jason Trager

By: John M. Joyce
Name: JOHN M. JOYCE
Title: MANAGER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8 day of July, 2022 by John M. Joyce, as Manager of GLEN KERNAN PARK LLC, a Florida limited liability company, who () is personally known to me or () has provided _____ as identification.

Jason Trager
Notary Public, State of Florida



GATE PETROLEUM COMPANY, a
Florida corporation

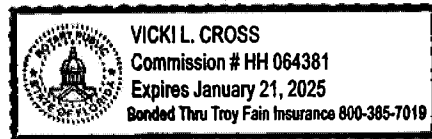
Mh
Name Printed: Doreen Ivey
Annette Kwik
Name Printed: Annette Kwik

By: Becky Hamilton
Name: REBELLA HAMILTON
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 7th day of July, 2022 by Becky Hamilton, as Vice President of GATE PETROLEUM COMPANY, a Florida corporation, who () is personally known to me or () has provided _____ as identification.

V.L. Cross
Notary Public, State of Florida



CONSENT AND JOINDER

The undersigned hereby consents to and joins in the execution of this Declaration of Covenants, Restrictions and Easements for Glen Kernan Park Commercial Outparcels to which this Consent and Joinder is attached, to acknowledge its joinder in the Declaration for the purpose of agreeing to perform its obligations as contained in this Declaration.

Signed, sealed and delivered
in the presence of:

**GLEN KERNAN PARK COMMERCIAL
OUTPARCELS ASSOCIATION, INC.**, a Florida
not-for-profit corporation

Patricia Ann Yon
Print Name: Patricia Ann Yon

By: John M. Joyce
Name: JOHN M. JOYCE

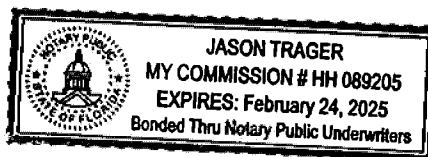
Jason Trager
Print Name: Jason Trager

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8 day of July, 2022 by John M. Joyce, as President of GLEN KERNAN PARK COMMERCIAL OUTPARCELS ASSOCIATION, INC., a Florida not-for-profit corporation, who () is personally known to me or () has provided _____ as identification.

Jason Trager
Notary Public, State of Florida



CONSENT AND SUBORDINATION OF LENDER

This Consent and Subordination of Lender (“Consent”) is made by GRAK LENDER, LLC, a Florida limited liability company (“Lender”), as holder of that certain Mortgage, Assignment of Rents, and Fixture Filing, dated December 17, 2021, by GLEN KERNAN PARK LLC, a Florida limited liability company (“Borrower”) in favor of Lender, and recorded in Official Records Book 20075, page 2061, of the current public records of Duval County, Florida (the “Security Instrument”).

Lender does hereby consent to the Declaration of Covenants, Restrictions and Easements for Glen Kernan Park Commercial Outparcels to which this Consent is attached (the “Outparcel Declaration”) and agrees that the lien of the Security Instrument and the terms and provisions thereof are and shall be subject and subordinate to the Outparcel Declaration and the encumbrances created thereby.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and delivered under seal on the day and year first above written.

WITNESSES:

Signed, sealed, and delivered
in the presence of:

April J. A.
Witness Signature (#1)

April Shaughnessy
Witness Printed Name (#1)

[Signature]
Witness Signature (#2)

Caroline West
Witness Printed Name (#2)

LENDER:

GRAK LENDER, LLC, a Florida limited liability
company

By: [Signature]

Name: Alan Miller, M.D.

Its: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this 17th day of July, 2022, by Alan Miller, M.D., as Manager of GRAK Lender, LLC, a Florida limited liability company, who is (check one) personally known to me or has produced _____ as identification.

[Signature]
Signature, Notary Public, State of Florida

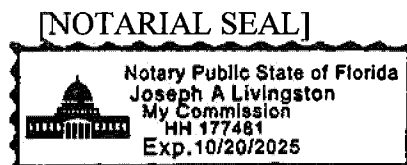


Exhibit A

Property

The lands described on Exhibit B and Exhibit C of this Declaration.

Exhibit B

(Developer Parcel legal description)

OUTPARCEL 1

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF THE PLAT OF KERNAN MILL - UNIT ONE, RECORDED IN PLAT BOOK 48, PAGES 64, 64A AND 64B OF SAID CURRENT PUBLIC RECORDS, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 88°30'37" EAST, 86.95 FEET; COURSE NO. 2: NORTH 77°51'56" EAST, 810.92 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTH 77°51'56" EAST, 215.35 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 12°02'51" EAST, ALONG LAST SAID LINE, 257.91 FEET; THENCE SOUTH 88°58'22" WEST, 269.66 FEET; THENCE SOUTH 01°01'38" EAST, 292.71 FEET, TO THE POINT OF BEGINNING.

OUTPARCEL 2

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 12°02'51" EAST, 257.91 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 12°02'51" EAST, 23.61 FEET; COURSE NO. 3: NORTH 01°01'38" WEST, 600.89 FEET; THENCE SOUTH 88°58'22" WEST, 286.47 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 10.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°05'55" EAST, 10.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 73.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°04'36" EAST, 73.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°01'38" EAST, 540.33 FEET; THENCE NORTH 88°58'22" EAST, 269.66 FEET, TO THE POINT OF BEGINNING.

OUTPARCEL 3

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 12°02'51" EAST, 281.52 FEET, COURSE NO. 2: NORTH 01°01'38" WEST, 1115.33 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTH 01°01'38" WEST, 249.74 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY AND THE SOUTHERLY RIGHT OF WAY LINE OF GLEN KERNAN PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, PER PLAT OF RIVERBROOK AT GLEN KERNAN UNIT ONE, RECORDED IN PLAT BOOK 48, PAGES 49, 49A AND 49B, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY); THENCE NORTHWESTERLY AND WESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°01'30" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 88°58'37" WEST, 134.15 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 197.22 FEET, AN ARC DISTANCE OF 41.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°53'09" WEST, 41.85 FEET; THENCE SOUTH 03°23'25" WEST, 58.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 79.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°15'52" WEST, 77.74 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°08'20" WEST, 14.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 87.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°03'21" WEST, 84.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°01'37" EAST, 61.46 FEET; THENCE NORTH 88°58'22" EAST, 293.07 FEET, TO THE POINT OF BEGINNING.

Exhibit C

(Gate Parcel legal description)

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 12°02'51" EAST, 281.52 FEET, COURSE NO. 2: NORTH 01°01'38" WEST, 600.89 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTH 01°01'38" WEST, 514.44 FEET; THENCE SOUTH 88°58'22" WEST, 293.07 FEET; THENCE SOUTH 01°01'37" EAST, 451.84 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 63.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°02'56" EAST, 62.95 FEET; THENCE NORTH 88°58'22" EAST, 286.47 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.458 ACRES - 150,632 SQUARE FEET, MORE OR LESS.

Exhibit D

Site Plan

