

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

MCS DEVELOPMENT CORPORATION  
2051 ART MUSEUM DRIVE, # 210  
JACKSONVILLE, FL. 32207

Bk: 8075  
Pg: 814 - 816  
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HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 15.00

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
FOR  
NOTTINGHAM HARBOUR, UNIT THREE

THIS DECLARATION, made this 19<sup>th</sup> day of April, 1995, by  
MCS DEVELOPMENT CORPORATION, a Florida limited corporation, whose  
mailing address is 2051 Art Museum Drive, Suite 210,  
Jacksonville, Florida 32207 ("Developer").

R E C I T A L S:

A. Developer is the Owner of that certain real property  
located in Duval County, Florida, more particularly  
described on Exhibit "A" attached hereto and made a part  
hereof ("Property") also known as Nottingham Harbour Unit  
Three, Plat Book 49 Pages 72 & 72A.

B. Developer desires to impose upon the property those  
certain covenants, conditions, restrictions, and easements as are  
currently imposed upon the adjoining property known as Nottingham  
Harbour, Unit One.

D E C L A R A T I O N:

NOW, THEREFORE, Developer hereby declares that the Property  
shall be held, sold and conveyed subject to the easements,  
restrictions, covenants, limitations and conditions set forth in  
the Declaration of Covenants, Conditions, Restrictions and  
Easements for Nottingham Harbour, Unit One, as recorded in  
Official Records Volume 7846, Page 1395, et. seq. of the current  
public records of Duval County, Florida ("Unit One Covenants"),  
which are hereby incorporated herein and imposed upon the  
Property for the purpose of protecting the value and desirability  
of, and which shall run with the Property and be binding upon all  
parties having any right, title, or interest in the Property or  
any part thereof, their heirs, successors, and assigns and shall  
inure to the benefit of each owner thereof, including Developer,  
as if said Unit One Covenants had included the Property  
originally. All references in the Unit One Covenants to a Plat  
shall include the plat of Nottingham Harbour, Unit Two, and all  
references to "the Property" in the Unit One Covenants shall  
include the Property described herein. All owners of the  
Property or any part thereof shall be and become an Owner as  
defined in the Unit One Covenants and shall be members of and  
subject to the Articles of Incorporation and Bylaws of Nottingham  
Harbour Owners Association, Inc. As used in the Unit One

Book 8075 Pg 814

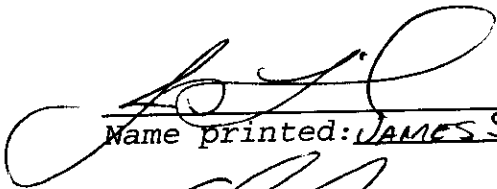
(2)


Covenants, the term "Lot" shall include lots within the Property. The Unit One Covenants are hereby amended to incorporate the foregoing.


IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements, and has caused the Declaration to be executed in its name on the day and year first above written.

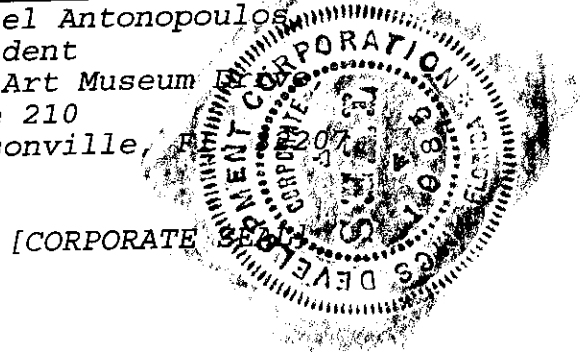
Signed, sealed and delivered in the presence of:

By: MCS DEVELOPMENT CORPORATION, a Florida corporation

  
Name printed: JAMES SCHNEIDER

  
Name printed: CHRIS FAVRE

By:   
Michael Antonopoulos  
President  
2051 Art Museum  
Suite 210  
Jacksonville, FL




STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of April, 1995, by Michael Antonopoulos, President of MCS Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



OFFICIAL SEAL  
KAREN BAEZ  
My Commission Expires  
June 26, 1996  
Comm. No. CC 206229

  
Print Name: Karen Baez  
State of Florida at Large  
Commission # CC 206229  
My Commission Expires: 6/26/96

CAPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF NOTTINGHAM HARBOUR - UNIT ONE (ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 48, PAGES 93 THROUGH 93B OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING A SOUTHWESTERLY RIGHT-OF-WAY LINE OF ASHLEY MELISSE BOULEVARD ( A 100-FOOT RIGHT-OF-WAY THENCE ALONG THE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND NORTHERLY LINES OF SAID NOTTINGHAM HARBOUR-UNIT ONE THE FOLLOWING 6 COURSES, COURSE NO.1: THENCE SOUTH 42°34'09"WEST, 301.96 FEET; COURSE NO.2: THENCE SOUTH 64°21'53"WEST, 148.55 FEET; COURSE NO.3: THENCE NORTH 84°39'38"WEST, 93.70 FEET; COURSE NO.4: THENCE SOUTH 26°37'25"WEST, 150.34 FEET; COURSE NO.5: THENCE SOUTH 69°17'10"EAST, 30.49 FEET; COURSE NO.6: THENCE SOUTH 20°42'50"WEST, 295.74 FEET; THENCE NORTH 64°21'53"EAST, 660.36 FEET; THENCE NORTH 48°07'09"EAST, 245.49 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ASHLEY MELISSE BOULEVARD; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE IN LAST MENTIONED RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1383.61 FEET, A CHORD BEARING AND DISTANCE OF NORTH 39°05'06"WEST, 322.28 FEET TO THE POINT OF BEGINNING. THE LAND THUS DESCRIBED CONTAINS 4.95 ACRES, MORE OR LESS.