

5. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.

6. "Articles" means the Articles of Incorporation of the Association.

7. "Board" or "Board of Directors" means the Board of Directors of the Association.

8. "Bylaws" means the Bylaws of the Association.

9. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.

10. "VA" means the Veterans Administration and its successors and assigns.

11. "FHA" means the Federal Housing Administration and its successors and assigns.

12. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.

13. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

14. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$ 150.00.

15. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, .A.C.

16. "Declarant" means Developer, its successors and assigns with respect to the Property and any Owner who acquires an interest in more than one Residential Lot for the purpose of the development of the

Property or the construction of Residential Dwelling Units.

ARTICLE II
Membership and Voting Rights

1. Right to Membership. Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

2. Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B membrs shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. Multiple Owners. When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE III
Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas as described by Exhibit B. In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

3. Maximum Annual Assessment.

(a) During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board shall fix the annual assessment at an amount not in excess of the maximum.

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided..

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Notwithstanding this or any other provision of this Declaration, Declarant shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant until such time as such Residential Lot has been conveyed to an Owner.

7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the times and in the manner determined by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed

certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his Residential Lot. The Board may suspend the voting rights and right to use the Common Areas of a member during any period in which such member shall be in default of any assessment levied by the Association.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

ARTICLE V
Architectural Control

1. Design Criteria. It is the Declarant's intent to create maintain a subdivision in harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association (hereinafter referred to as the "ARC").

2. Necessity of Architectural Review and Approval. No building, fence, wall or other structure, which is visible from outside any Residential Dwelling Unit, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature,

kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

3. Architectural Control Committee. The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting.

4. Provisions Inoperative as to Declarant. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units by Declarant shall not be subject to review and approval by the ARC.

ARTICLE VI
Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Board.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.

3. Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the

infraction thereof as hereinafter provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period not to exceed sixty (60) days, as a result of such members infraction of such published rules and regulations.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.

5. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

ARTICLE VII Lakes

1. Water Level and Use. With respect to the lakes now existing or which may hereafter be erected within the Property, only the Association shall have the right to remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No dock, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without the approval of the ARC. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, noncombustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's Residential Lot, in designated areas within the planned development or behind landscaping approved by the ARC.

2. Lake Embankments. The lake embankments shall be maintained by the Owner owning the lake bottom. The embankments shall be maintained by each applicable Owner so that the grass, planting or other lateral

support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the ARC. If the Owner required to maintain the embankment fails to maintain such embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, all at the expense of the appropriate Owner.

3. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management Systems for access to operate, maintain or repair such systems. This easement shall provide the Association with the right to enter upon any portion of a Residential Lot which is adjacent to or a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. In addition, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns Water Management District.

ARTICLE VIII Easements

1. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.

2. Drainage Easements. Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary

sewer lines.

3. Additional Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. Cable Television Easement. Declarant reserves for itself an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-ways and easement areas referred to herein.

5. Encroachments. Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

ARTICLE IX
Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

ARTICLE X
Reconstruction or Repair after Casualty

1. Restoration and Repair. In the event that any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored to substantially the condition prior to the damage or destruction by the Association.

2. Insurance Proceeds. Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

ARTICLE XI
Restrictions Affecting Residential Lots

1. Residential Use. Each of the numbered lots in the subdivision shall be Residential Lots used for single family dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.

2. Location of Structures. The location of all structures (including building, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

3. No Sheds, Shacks or Trailers. No shed, shack, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.

4. No Offensive Activities. No illegal, obnoxious or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property.

5. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and the exterior of the improvements painted and in good repair.

6. Pets. No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street or Residential Lot.

8. Parking. No vehicle shall be parked on any Residential Lot or street on the Property unless such vehicle is operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two (2) hour duration. No boat, recreation vehicle, truck or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots.

9. Garages. No garages or outbuildings shall be used as a residence or converted into living space.

10. Amendments or Additional Restrictions. Declarant shall have the right to:

(a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;

(c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;

(d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;

(e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions

hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

11. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.

12. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and the five (5) foot strip of land at the rear and the sides of each Residential Lot to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights and easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such Residential Lot upon which such easement and improvement are located.

ARTICLE XII
General Provisions

1. Legal Action and Violation. If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner and maintain a proceeding in equity against the Offending Owner for the purpose of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant or approved by the ARC or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending

Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

2. Waiver. The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

3. Attorneys Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys fees of the Association or Declarant in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

4. Severability. All regulations herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. Rights of Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the Articles. In the event that the Declaration is approved by the VA or FHA and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration shall require the approval of the VA and FHA.

Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

7. 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 and repair of the Surface Water or Stormwater Management System.

8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.

9. Assignment of Declarant Rights. Declarant shall have the sole and exclusive right to assign its rights pursuant to this Declaration provided however, that absent a written assignment by Declarant, any Owner who acquires more than one Residential Lot for the purpose of the development of the Property or the construction of Residential Dwelling Units shall be deemed to have been assigned Declarant's rights pursuant hereto.

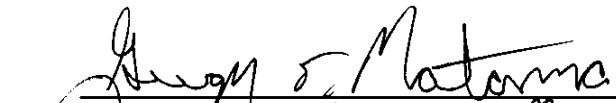
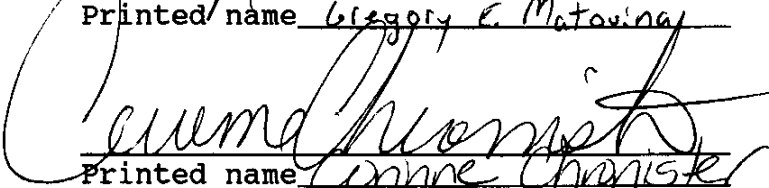
10. Conflict. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration shall control and prevail.

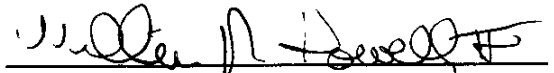
11. Additional Provisions. The additional provisions, if any, contained in Exhibit C attached hereto are hereby incorporated in this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has set its hand and seal this 1st day of January, 1995.

Signed, sealed and delivered in the presence of:

BRAYWICK JOINT VENTURE


Printed name Gregory E. Matavina

Printed name Connie Chanister


Its Managing General Partner

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day
of November, 1994, by William B. Howell II
_____ , being personally known to me.

Julian J. Smith

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 23, 1995
BONDED THRU GENERAL INS. UND.

My commission expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1-68 (inclusive) and the private roadways including Southbrook Drive, Carriage Side Court and Thornaby Lane (hereinafter referred to as the "Private Roads") shown on and according to the plat of Braywick as recorded in Plat Book 49, Page 78, et. seq., of the current public records of Duval County, Florida.

EXHIBIT "B"

COMMON AREAS

The Common Areas shall include the Private Roads, the lakes now existing or hereinafter to be erected on the Property (which shall be maintained in accordance with and subject to the provisions of Articles VI and VII of this Declaration) and the easements described below necessary for the construction, reconstruction and maintenance of the fencing, walls, berms, landscaping and signs which may be constructed by Declarant.

Declarant has constructed or will construct over the Private Roads, roadways and utility lines to provide each Owner with access to such Owner's Lot and the Common Areas and utility services for such Owner's Residential Dwelling Unit. Each Owner shall have an easement over the Private Roads for such purposes. The Association shall also have an easement over the Private Roads and shall include in the annual assessments a reasonable reserve for the repair and replacement of the improvements (excluding the utility lines which shall be maintained by the utility company providing service through such lines) constructed or to be constructed by Declarant on the Private Roads.

Notwithstanding this or any other provision of this Declaration, the Association shall have an obligation to maintain the Private Drives and the Entrance and any amendment to this Declaration which alters the improvements constructed or to be constructed by Declarant over such areas or which alters the Association's obligation to maintain such areas shall require the prior approval of the City of Jacksonville and the Carriage Club of Jacksonville, Ltd. as provided by the Termination of Easement and Agreement Concerning Platted Easement attached hereto as Exhibit "D" (hereinafter referred to as the "Termination").

Declarant or the Association may install street lights on the Property to provide lighting for the Private Roads. In the event that street lights are installed by Declarant or the Association, then Declarant and the Association shall have an easement extending 5' in all directions from the base of the street lights and the utility lines which provide electricity to such lights for the installation, maintenance and repair of such lights, such easements and the street lights shall be included as part of the Common Areas for purposes of this Declaration and the Association shall include the anticipated cost of electric service for such lights in the annual assessment for the Association.

Declarant may erect perimeter fencing, berms and landscaping along Southbrook Drive, along the rear lot lines of Lots 1-14 and along such other boundaries of the Property as deemed necessary by Declarant and a sign or signs at the entry to the Property on Southbrook Drive

(hereinafter referred to as the "Entrance"). The Association shall have a five foot (5') easement surrounding the Entrance to maintain it in good condition and shall include in the annual assessments a reasonable reserve for the repair and replacement of the Entrance. No Owner shall remove, damage or alter any part of the Entrance or the Private Roads without the approval of the ARC.

EXHIBIT "C"

ADDITIONAL PROVISIONS

1) Notwithstanding this or any other provision of this Declaration, the Association shall not have the right to deny an Owner the use of the Private Roads so as to deny such Owner access to such Owner's Residential Dwelling Unit.

2) The Association hereby assumes all obligations and liability of Declarant with respect to the provisions of the Termination and each Owner and the Association acknowledge and agree to the provisions of the Termination including Carriage's right to use the Easement Property pursuant to Paragraphs 2, 3 and 4 and assess each Owner for such Owner's share of the maintenance costs for the Easement Property in the event that the Association fails to maintain the Easement Property pursuant to Paragraph 9..

3) In the event of any conflict between the provisions of this Declaration and the Termination, the provisions of the Termination shall prevail.

4) The Association shall collect from each Owner (as part of the annual assessment), the assessment provided for by the Agreement and Covenant for Maintenance for Southbrook Drive, a copy of which is attached hereto as Exhibit "E". Such amounts collected by the Association shall be paid by the Association to the Boulevard Owner or such other person or entity responsible for maintaining Southbrook Drive in accordance with the terms and conditions of the Agreement and Covenant for Maintenance. The Association shall otherwise assume and perform all of the obligations and duties required by such agreement for each Owner.

This instrument was prepared by and should be returned to:
 David M. Layman, Esquire
 Mahoney Adams & Criser, P.A.
 3300 Barnett Center
 50 North Laura Street
 Jacksonville, Florida 32202

EXHIBIT "D"

Br: 8057
 Pg: 2339 - 2355
 Doc# 95055179
 Filed & Recorded
 03/23/95
 02:00:18 P.M.
 HENRY W. COOK
 CLERK CIRCUIT COURT
 DUVAL COUNTY, FL
 REC. \$ 76.00
 DEED \$ 0.70

TERMINATION OF EASEMENT AND AGREEMENT
 CONCERNING PLATTED EASEMENT

THIS AGREEMENT is made as of this 31st day of October, 1994, between CARRIAGE CLUB OF JACKSONVILLE, LTD., a Delaware limited partnership ("Carriage") and BRAYWICK JOINT VENTURE, a Florida general partnership ("Braywick").

Background

A. Carriage is the owner of the property described in Exhibit A attached hereto (the "Carriage Property"). Braywick is the owner of the property described in Exhibit B attached hereto (the "Braywick Property").

B. Carriage is the grantor and Braywick is the grantee of a certain non-exclusive easement for ingress, egress, drainage, utilities and sewers granted by Carriage to Braywick in that certain Plat of Braywick (the "Plat"), which plat is to be recorded in the current public records of Duval County, Florida (the "Easement"). The Easement encumbers that portion of the Carriage Property described on Exhibit C attached hereto (the "Easement Property").

C. Carriage and Braywick wish to further define the rights and responsibilities of each party concerning the Easement.

Terms of Agreement

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use of Easement Property. Braywick agrees that it shall use the Easement Property only for:

(a) Ingress and egress by vehicles and pedestrians for the benefit of Braywick, its guests, agents and invitees;

(b) The construction and maintenance of an asphalt paved roadway, meeting all applicable governmental laws and regulations, with a width of no more than twenty four (24) feet (except as the roadway must be wider to connect with adjacent roadways), for ingress and egress by vehicles and pedestrians;

0804941

| | | | |
|--|-------------------|--------------|----------|
| Post-It™ brand fax transmittal memo 7671 | | # of pages ▶ | 16 |
| To | Greg Matovina | From | Karen |
| Re | Braywick | Co. | MAA |
| Plat | BK 49 pg. 78-78.5 | Phone # | 396-5583 |
| Fax # | | Fax # | 396-3500 |

(17)

Book 8091 Pg 2324

(c) The installation and maintenance of utilities, such as sewer and water, electricity, cable TV, telephone, gas and the like to serve the Braywick Property; provided that no such installation shall be constructed above the surface of the ground without the consent of Carriage, except that equipment normally associated with underground utilities customarily installed above ground may be installed as needed, consistent with good engineering practices; and

(d) Landscaping and beautification, including the maintenance thereof.

2. Easement is Non-Exclusive. Braywick agrees that its rights to the Easement Property shall be non-exclusive and in common with others, and Carriage reserves the right to use the Easement Property for any use which does not interfere with the rights granted in the Easement.

3. Access by Carriage. Braywick acknowledges that the sole access to the Carriage Property is over the Easement Property, and Braywick shall take no actions whatsoever which interfere with access to the Carriage Property. In the event that access to the Carriage Property must be temporarily disturbed during construction of improvements within the Easement Property, Braywick agrees to provide adequate temporary alternative access to the Carriage Property, at Braywick's sole expense.

4. Restoration of Easement. Braywick agrees that it will not unreasonably interfere with any use being made of the Easement Property by Carriage Club, and that it will replace or restore to its former condition, as the case may be, any roadway or permitted improvement, such as landscaping, which may be disturbed by Braywick's construction or maintenance of any permitted roadway or utility.

5. Carriage Property Improvements. Braywick has agreed to provide the following improvements to the Carriage Property (the "Carriage Improvements") at Braywick's sole expense:

(a) 28 shade trees shall be planted just East of the boundary between the Carriage Property and the Braywick Property, throughout the length of such boundary as it borders Lots 1 through 14 of the Plat of Braywick, in the "Tree Planting Area", as shown on the drawing attached as Exhibit D hereto. Such trees shall be no less than three (3) inches in diameter, and shall be separated not more than twenty four (24) feet on center. Braywick shall replace all such trees which die during the first Three Hundred Sixty Five (365) days after the installation of the trees, provided that Carriage provides irrigation for the trees.

(b) A six-foot high chain link fence, with green vinyl strips woven into the fencing so that it is opaque, shall be constructed along the boundary line between the Carriage Property and the Braywick Property, immediately to the east of the boundary line, as it borders Lots 1 through 14 of the Plat of Braywick.

(c) Braywick intends to construct an asphalt roadway within the Easement Property. Such roadway shall be no more than twenty four (24) feet wide (except as the roadway must be wider to connect with adjacent roadways), and shall be located as far to the South on the Easement Property as possible. In connection with the construction of the roadway, Braywick shall construct a three-foot earthen berm within the Easement Property, north of the roadway, containing a hedge or other permanent vegetation buffering the Carriage Property from the roadway.

(d) An underground sprinkler system and water thereto sufficient to properly maintain the grass and landscaping within the Easement Property.

6. Security for Carriage Improvements.

6.1 To secure Braywick's obligation to construct the Carriage Improvements, Braywick shall deposit in the trust account of Mahoney Adams & Criser, P.A. ("Mahoney") the sum of \$ 23,500.00, upon Braywick's execution of this Agreement (the \$ 23,500.00 deposit and all interest earned thereon shall hereinafter be called the "Deposit"). In the event the Carriage Improvements are not completed to Carriage's reasonable satisfaction within one hundred eighty (180) days after the date of this Agreement, Mahoney shall disburse so much of the Deposit to Carriage as Carriage reasonably believes is necessary to complete the construction of the Carriage Improvements, and the remainder of the Deposit, if any, shall be returned to Braywick.

6.2 If the Carriage Improvements are complete to Carriage's reasonable satisfaction within one hundred eighty (180) days after the date of this Agreement, Mahoney shall return the Deposit to Braywick.

6.3 Carriage and Braywick hereby indemnify and hold Mahoney harmless from and against any loss, liability, claim or damage Mahoney may incur or be exposed to in its capacity as escrow agent hereunder. If there be any dispute as to disposition of any funds held by Mahoney pursuant to the terms of this Agreement, Mahoney is hereby authorized to interplead said amount with any court of competent jurisdiction and thereby be released from all obligations hereunder. The parties recognize that Mahoney is acting as escrow agent as a convenience to the parties and that Mahoney is the law firm representing Carriage. Braywick hereby agree that Mahoney may continue to represent Carriage in any dispute or litigation concerning this Agreement.

6.4 Notwithstanding anything to the contrary contained herein, Braywick may substitute for the Deposit a clean, irrevocable letter of credit, in form and substance and issued by an institution acceptable to Carriage.

7. Additional Security.

7.1 Braywick hereby indemnifies, defends and holds Carriage harmless from and

against all liabilities, claims and expenses concerning the Easement and all work within the Easement, including, without limitation claims for personal injuries, wrongful death and construction liens.

7.2 Throughout the term of the Easement, Braywick shall provide a general liability policy protecting Carriage in an amount of not less than One Million Dollars and with a deductible of not more than Five Hundred Dollars. If Braywick fails to provide such policy, Carriage may obtain such policy and the cost of the policy shall be one of the "Maintenance Costs", as such term is defined below.

8. Termination of Prior Easement. Upon the recording of the Plat, Braywick terminates, releases, and quit-claims any rights that Braywick has to the easement created in that certain Declaration of Easement dated July 15, 1986 and recorded July 18, 1986, in Official Records Volume 6164, Page 1, of the current public records of Duval County, Florida.

9. Maintenance and Lien Rights.

9.1 Braywick shall at all times perform or cause to be performed all work required for the maintenance, operation, replacement, repair, reconstruction or refurbishing of the roadway and the landscaping located within the Easement Property, in order that such items be maintained in a first-class condition, including but not limited to paving, drainage, curbing, landscaping and grassing of areas planted within the Easement Property, the underground sprinkler system for watering of such areas, signage, street lighting, cleaning and sweeping, providing of electric power and water for the maintenance of such items, and such other acts as may be reasonably required by Carriage for the maintenance of the Easement Property. In addition, Braywick shall pay all real property taxes and assessments attributable to the Easement Property and shall obtain casualty and liability insurance as is deemed reasonably necessary by Carriage. In addition to the foregoing recurring costs, Braywick shall also be responsible for the payment of such costs as may be incurred from time to time resulting from acts of God, emergency and other unforeseen circumstances, including without limitation freeze damage to landscaping and equipment.

9.2 If Braywick shall fail to do any of the maintenance referred above within thirty (30) days after written notice from Carriage that Braywick has defaulted in its maintenance responsibilities described above, in addition to all other remedies allowed at law and at equity, Carriage may perform these responsibilities, and Braywick shall be responsible for such costs, together with interest at the highest rate allowed under Florida law (hereinafter collectively called the "Maintenance Costs").

9.3 In the event that Braywick fails to pay the Maintenance Costs, Braywick hereby grants to Carriage a lien upon the Braywick Property for such sums. Such lien shall be perfected by recording in the public records a claim of lien describing the Braywick Property and setting forth the amount due. Thereafter, Carriage may foreclose the lien in the manner of foreclosure of a mortgage, and Braywick shall be responsible for all costs and reasonable

paralegal and attorneys' fees concerning such foreclosure at all trial, appellate and bankruptcy levels. Notwithstanding the foregoing, upon recording of the Plat as contemplated herein, the lien rights granted herein shall be modified to require that the total amount claimed by Carriage shall be divided by the number of platted lots and each platted lot shall be responsible only for its prorata portion of such amount.

9.4 Carriage acknowledges and agrees that Braywick intends to develop the Braywick Property into 68 single family residential lots and that, upon completion of such development, Braywick intends to transfer its obligations under this Agreement, including without limitation, the obligations described in Section 7.3 above and this Section 9, to a homeowner's association comprised of the owners of the developed lots. Upon the transfer to and assumption by such homeowner's association, Braywick shall be released and relieved of all obligations and liability respecting this Agreement. Braywick shall provide Carriage with a copy of the organizational documents of the homeowner's association and a copy of such transfer and assumption document.

10. Title Evidence. Prior to Carriage's execution of this Agreement, Braywick shall provide to Carriage, at Braywick's cost, a title search acceptable to Carriage reflecting that all owners, mortgagees and lienors of the Braywick Property have executed this Agreement. Furthermore Braywick shall cause the title search to be updated through the recording of this Agreement at Braywick's cost immediately after the recording of this Agreement, and if such title update reflects any other owners, mortgagees or lienors of the Braywick Property, this Agreement and the Easement shall not be binding on Carriage or the Carriage Property unless such defect is cured to Carriage's satisfaction.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto, and their successors and assigns, and this Easement Agreement shall run with the land as to both the Carriage Property and the Braywick Property.

12. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the parties as to when enforcement of any such amendment, supplement, waiver or modification is sought, and such document is recorded in the public records of Duval County, Florida.

13. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

14. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

15. Notices. All notices, requests, consents and other communications required or

permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

Carriage Club of Jacksonville, LTD.
c/o Mr. Christopher Coates
American Retirement Corporation
111 Westwood Place, Suite 203
Brentwood, Tennessee 37207

Braywick Joint Venture
Wm. R. Howell Company
General Partner
P.O. Box - Ortega Station
Jacksonville, Fl. 32210

with copies to:

David M. Layman, Esquire
Mahoney Adams & Criser, P.A.
3300 Barnett Center
50 North Laura Street
Jacksonville, Florida 32202

Frank Miller
Pappas, Metcalf & Jenks
200 W. Forsyth Street, Suite 1400
Jacksonville, Fl. 32202-4327

or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to all costs and reasonable paralegal and attorneys' fees concerning such litigation, at all trial, appellate and bankruptcy levels. Furthermore, Braywick shall pay all of Carriage's attorneys' fees concerning the preparation and execution of this instrument and the Plat of Braywick.

17. Term of Agreement. All of the provisions of this Agreement shall run with and bind the Braywick Property for a term of thirty (30) years from the date of recordation of this Agreement, after which time this Agreement shall automatically be extended for successive periods of ten (10) years each, unless the owner(s) of either the Carriage Property or the Braywick Property record a document terminating this Agreement.

18. No Dedication. Nothing herein shall constitute a dedication of the Easement Property, and no rights are granted herein to the general public.

Book 8091 Pg 2329

Book 8057 Pg 2345

19. Use of Braywick Property. Carriage's execution of the Plat of Braywick and the Agreements of Carriage herein are based upon the proposed use of the Braywick Property described in the Plat of Braywick, namely, 68 single family homes. No other use may be made of the Braywick Property without the written consent of the owner(s) of the Carriage Property.

Book 8091 Pg 2330

Witnesses:

CARRIAGE CLUB OF JACKSONVILLE, LTD, a Delaware limited partnership

By: Jonquil, Inc., a Delaware corporation, general partner

By: David L. Wideman
Its: President David L. Wideman

Andrew K. Owen
Andrew K. Jensen
Bobbi L. Ford
Bobbi L. Ford

Witnesses:

BRAYWICK JOINT VENTURE, a Florida general partnership

By: Wm. R. Howell, II general partner

By: Wm. R. Howell, II
Its: President
Wm. R. Howell Company, General Partner

Chris Jones
CHRIS JONES
JAMES SCHNEIDER
JAMES SCHNEIDER

Book 8091 Pg 2331

STATE OF Iowa
COUNTY OF Scott

The foregoing instrument was acknowledged before me this 30th day of November, 1994 by David L. Warden, President of Jonquil, Inc., a Florida corporation, general partner on behalf of Carriage Club of Jacksonville, LTD., a Delaware limited partnership. He/~~she~~ is personally known to me or has produced _____ as identification.



Bobbi L. Ford
Print Name: Bobbi L. Ford
Notary Public, State of Iowa
Commission Number: _____
My Commission expires: 7-19-96

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31st day of October, 1994 by Wm. R. Howell, II, (President*), general partner on behalf of Braywick Joint Venture, a Florida general partnership. He/~~she~~ is personally known to me or has produced _____ as identification.

* W.R. Howell Company , General Partner



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

Karen Baez
Print Name: Karen Baez
Notary Public, State of Florida
Commission Number: CC 206229

CONSENT OF CARRIAGE'S MORTGAGEE

GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Mortgagee"), consents as Mortgagee of the Carriage Property pursuant to that certain Mortgage and Security Agreement dated as of September 18, 1997 and recorded in Official Records Book 6767 at Page 2308 of the public records of Duval County, Florida.* Mortgagee executes this Consent for the purpose of binding the lands encumbered by the above-referenced Mortgage to the effects of the foregoing instrument and for no other purpose.

* as assigned to Mortgagee and modified from time to time

Witnesses:

Kevin A. Moya
KEVIN A. MOYA

Patrice B. Green
Patrice B. Green

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: Fernando Masmyth
FERNANDO MASMYTH, its REGION VICE PRESIDENT

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 18th day of November 19 97, by Fernando Masmyth, the Region Vice President GENERAL ELECTRIC CAPITAL CORPORATION, a _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Carolyn Cole Nye
Print Name: CAROLYN COLE NYE
Notary Public, State of Georgia
Commission Number: _____
My Commission expires: _____
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 15, 1998

Book 8091 Pg 2332

Book 8057 Pg 2348

JOINDER OF BRAYWICK'S MORTGAGEE

AMERICAN NATIONAL BANK OF FLORIDA ("Mortgagee"), the Mortgagee of the Braywick Property, hereby joins in and consents to the foregoing Agreement and the obligations imposed on the Braywick Property, and agrees that in the event Mortgagee takes title to the Braywick Property or any portion thereof, Mortgagee's title shall be subject to terms of the foregoing Agreement.

Witnesses:

[Signature]
James P. Citrano
[Signature]
Janet Newman

[Signature]
D. Scott Baldwin
ASSISTANT VICE PRESIDENT

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 1st day of November 1994, by D. Scott Baldwin of American National Bank, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
SUSAN K. RENSHAW
My Comm. Exp. Sept. 16, 1996
Comm. No. CC 228561

[Signature]
Susan K. Renshaw
Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission expires: _____

Book 8091 Pg 2333

Book 8057 Pg 2349

EXHIBIT "A"Parcel "A"

A portion of Section 14, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the Southeast corner of Section 14, and run North 00 degrees 37 minutes 00 seconds West, along the East line of said Section 14, a distance of 675.00 feet; run thence North 89 degrees 42 minutes 50 seconds West, a distance of 120.00 feet to the point of beginning, said point being on the Northerly boundary of a 150-foot power line easement, as described in Official Records Volume 3040, Page 963, Public Records of said County; run thence North 89 degrees 42 minutes 50 seconds West, along said Northerly line, a distance of 796.00 feet; thence departing from said Northerly line, North 0 degrees 02 minutes 10 seconds West, a distance of 1,190.00 feet; run thence North 89 degrees 57 minutes 50 seconds East, a distance of 794.99 feet to the Westerly line of that land described in Official Records Volume 5809, Page 1938; run thence along said Westerly line, South 0 degrees 02 minutes 10 seconds East, a distance of 1,194.47 feet to the point of beginning.

Book 8091 Pg 2334

Book 8057 Pg 2350

Parcel "B"

Together with a non-exclusive easement for ingress and egress as described in Amended and Restated Declaration of Easement recorded in Official Records Volume 6163 page 2383, of the the current public records of Duval County, Florida, over and across the following described lands:

A portion of Section 13 and 14, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of beginning, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the former Westerly right of way line of Southside Boulevard, State Road No. 116, U.S. Alternate No. 1 (formerly a 200-foot right of way) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned, and run North 89 degrees 45 minutes 47 seconds West., along the Northerly boundary line of said Official Records Volume 5141, Page 126, a distance of 1,634.86 feet; run thence North 0 degrees 14 minutes 06 seconds East, a distance of 150.00 feet to the Northerly line of a 150-foot power line easement as recorded in Official Records Volume 3040, Page 983, of said County; run thence North 89 degrees 45 minutes 47 seconds West, a distance of 462.85 feet to a point lying on the Westerly line of said Section 13; run thence North 37 degrees 32 minutes 14 seconds West, a distance of 460.31 feet to a point of tangent intersection, with a curve, concave to the Northeast and having a radius of 100.00 feet; run thence Northerly, along said curve an arc distance of 66.01 feet through a central angle of 37 degrees 49 minutes 23 seconds, a chord bearing and distance of North 18 degrees 37 minutes 30 seconds West, a distance of 84.82 feet to a point of intersection with a non-tangent line, said point being on the Northerly line of a 150-foot power line easement, as recorded in Official Records Volume 3040, Page 963; run thence South 89 degrees 42 minutes 50 seconds East., along the Northerly line of said power line easement, a distance of 176.59 feet to the Southerly and most Westerly corner of that land described in Official Records Volume 5809, Page 1938, of said County; run thence South 37 degrees 45 minutes 02 seconds East, a distance of 245.00 feet to a point of tangent intersection with a curve, concave to the Northeast and having a radius of 342.30 feet; run thence along said curve, an arc distance of 310.74

feet, through a central angle of 52 degrees 00 minutes 46 seconds, a chord bearing and distance of South 63 degrees 46 minutes 24 seconds East., 300.18 feet to a point of tangency; run thence South 89 degrees 45 minutes 47 seconds East, a distance of 1,666.86 feet; run thence North 45 degrees 06 minutes 01 seconds East, a distance of 49.62 feet to the Westerly right of way line of said Southside Boulevard; run thence South 0 degrees 02 minutes 10 seconds East, along said Westerly line, a distance of 286.17 feet to the point of beginning, excepting therefrom that portion lying within the right of way of State Road No. 116 (Southside Boulevard) as now established and as described in Instrument recorded in Official Records Volume 6303, page 2200, public records of said County.

Parcel "C"

Together with a non-exclusive easement for ingress and egress as described in Easement recorded in Official Records Volume 6164 page 6 of the current public records of Duval County, Florida, over and across the following described lands:

A parcel of land, lying in Section 14, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the Southeast corner of Section 14, and run North 00 degrees 37 minutes 00 seconds West., along the East line of said Section 14, a distance of 675.00 feet to the North line of a 150-foot power line easement, as described in Official Records Volume 3040, Page 963, of the current public records of said County; run thence North 89 degrees 42 minutes 50 seconds West., along said easement line, a distance of 296.58 feet to the point of beginning; thence continue North 89 degrees 42 minutes 50 seconds West., along said easement line, a distance of 149.01 feet to the intersection of a tangent curve, and having a radius of 250.00 feet, concave to the Southwest; run thence Southeasterly, along the arc of a curve, curving to the right through a central angle of 52 degrees 10 minutes 36 seconds, a distance of 227.66 feet, the chord bearing and distance being South 63 degrees 37 minutes 32 seconds East, 219.88 feet, to the point of tangency; run thence North 37 degrees 32 minutes 14 seconds West, a distance of 44.78 feet to the beginning of a tangent curve, with a radius of 100.00 feet, concave to the East; run thence Northerly, along the arc of said curve, curving to the right, through a central angle of 37 degrees 49 minutes 23 seconds, a distance of 66.01 feet, the chord bearing and distance being North 18 degrees 37 minutes 30 seconds West, 64.82 feet, to the point of beginning.

Book 8057 Pg 2352

Book 8091 Pg 2337

Parcel "D" of the lands encumbered by the insured Mortgage (as described in the insured Mortgage) has been intentionally omitted.

Parcel "E"

Together with a non-exclusive easement for drainage purposes as described in Drainage and Storm Water Easement recorded in Official Records Volume 5987, page 677, of the current public records of Duval County, Florida, on, over, across, under and through the following described lands:

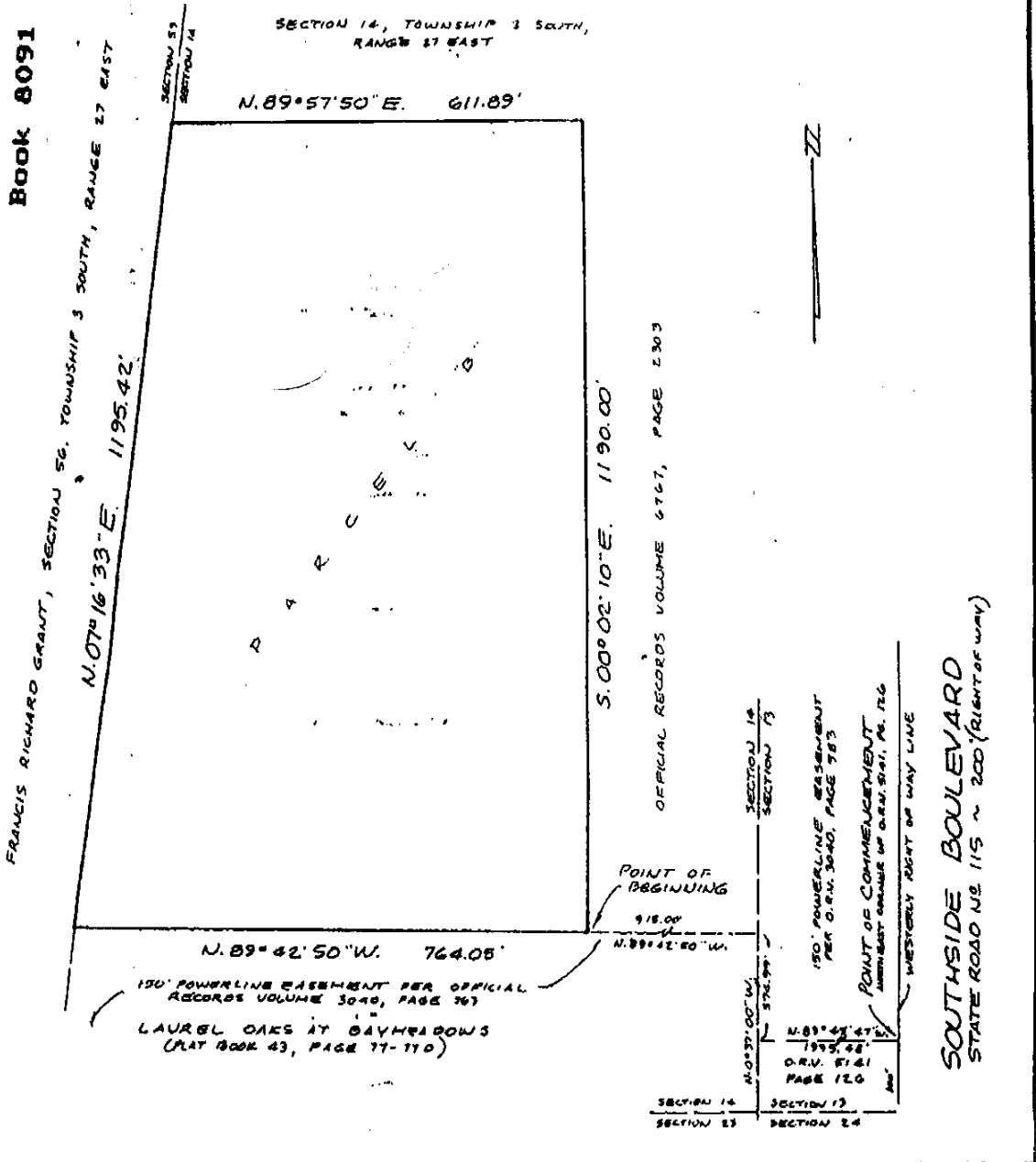
A portion of that certain parcel of land lying within the power line easement recorded in Official Records Volume 1192, page 261, and also described in Official Records Volume 3040, page 963, current public records of Duval County, Florida, which lies in the Westerly six hundred thirty feet (630') of the most easterly one thousand forty feet (1040') thereof.

MAP SHOWING EXHIBIT 'B'
 Page 1 of 2

A PORTION OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA

(SEE LEGAL DESCRIPTION ATTACHED)

Book 8091 Pg 2338



NOTES:

- Bearings are based on NORTHERLY LINE OF O.R. VOL. 3040, PAGE 963 (N. 89° 42' 50" W.)
- This is a SKETCH survey.
- Elevations shown thus (15.0) refer to N.G.V.D. of 1929.
- Subject property lies within Zone X as shown on F.I.A. Flood Hazard Boundary Map 0118E, Community No. 130277 dated 1/15/87
- Unless otherwise noted, any portion of the subject parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
- There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

| LEGEND | |
|--------|-------------------------|
| ○ | OFFICIAL RECORDS VOLUME |
| ■ | CONCRETE MONUMENT |
| □ | WOODEN MONUMENT |
| ⊕ | IRON PIPE SET |
| ⊗ | IRON PIPE FOUND |
| ⊙ | CROSS CUT |

DATE OCT 10, 1994
 SCALE 1" = 200'
 JOB NO. 23861

Richard A. Miller & Associates, Inc.
 Professional Land Surveyors
 6701 Beach Blvd., Suite #200
 Jacksonville, Florida 32216
 (904) 721-1226

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 409.07, FLORIDA STATUTES.

Richard A. Miller
 RICHARD A. MILLER, P.L.S. CERT. NO. 3040

EXHIBIT 'B'
Page 2 of 2

29861

Book 8057 Pg 2354

PARCEL "B"

A portion of Section 14, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of those certain lands described in Official Records Volume 5141, Page 126 of the Current Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U.S. ALT. No. 1 (a 200 foot right of way as now established) at a point 100 feet Northerly of the intersection of said right of way line, with the line dividing Sections 13 and 24, Township and Range aforementioned; thence North 89°45'47" West along the Northerly boundary line of the aforementioned property described in Official Records Volume 5141, Page 126, a distance of 1,995.48 feet to the Northwest corner of the aforementioned property described in Official Records Volume 5141, Page 126, said point lying on the line dividing Sections 13 and 14, Township and Range aforementioned; thence North 00°37'00" West along said dividing line, a distance of 574.99 feet to a point on the Northerly boundary line of a 150 foot powerline easement, as recorded in Official Records Volume 3040, Page 963, of the Current Public Records of said County; run thence North 89°42'50" West along said Northerly boundary line, a distance of 915.00 feet to the Southwest corner of those lands described in Official Records Volume 6767, Page 2303 of the Current Public Records of said County and to the POINT OF BEGINNING; thence continue North 89°42'50" West along said easement line, a distance of 764.05 feet to the East line of the Francis Richard Grant, Section 56, Township and Range aforementioned; thence North 07°16'33" East along said Section line, a distance of 1,195.42 feet; thence North 89°57'50" East, 611.89 feet to the Northwesterly corner of said Official Records Volume 6767, Page 2303; thence South 00°02'10" East along the Westerly line of said last mentioned lands, a distance of 1,190.00 feet to the POINT OF BEGINNING.

Containing 18.7641 acres, more or less.

Book 8091 Pg 2339

AGREEMENT AND COVENANT OR MAINTENANCE
(SOUTHBROOK DRIVE)

6163 at
2393

Return to: Mr. Jay Anderson
Radice Corporation
600 Corporate Drive
Ft. Lauderdale, FL 33334

THIS AGREEMENT made and entered into as of the 30th day of June 1986 by and among FLETCHER LAND CORPORATION, a Florida corporation, hereinafter called "Fletcher" and JACKSONVILLE COVE I ASSOCIATES, LTD., a Florida limited partnership, hereinafter called "Jacksonville Cove", LINCOLN JACKSONVILLE ASSOCIATES, LTD., a Florida limited partnership hereinafter called "Lincoln Jacksonville", F & S PARTNERSHIP, a Florida general partnership, hereinafter called "F & S" and GREENBRIER, LTD., a Florida limited partnership, hereinafter called "Greenbrier". All of the foregoing parties are hereinafter sometimes collectively referred to as "Owners".

WITNESSETH:

WHEREAS, the Owners have acquired several parcels of land located in Duval County, Florida, more particularly described in Exhibit "A" attached hereto, which lands lie either adjacent to or in the proximity of each other; and

WHEREAS, the Owners have agreed that in connection with the development and use of each of their respective parcels of land there are advantages to each of them from the construction, existence, maintenance and use of a main entrance boulevard known as Southbrook Drive (hereinafter referred to as the "Boulevard") to provide ingress, egress, access and utilities from their respective parcels to and from Southside Boulevard which Boulevard consists of a paved roadway, a portion of which is divided by a traffic median and which traffic median is landscaped and has a water and sprinkler supply system, appropriate electric power for illumination of signage, which identifies the various projects of the Owners located on their respective parcels; and

WHEREAS, the Boulevard has been completed to the satisfaction of the Owners and they have determined that it is in their best interests to create a method for the maintenance and repair of the Boulevard so that each will share an appropriate portion of the expenses for the maintenance of the Boulevard.

NOW THEREFORE, the Owners do hereby agree and impress and place upon all of the lands described in Exhibit "A" the following restrictive covenants:

I. Statement of Purpose. These covenants are imposed for the collective benefit and protection of all of the Owners presently or in the future as Owners holding an interest in the lands described in Exhibit "A" and who otherwise have the right to use an easement across the Boulevard. These covenants are designed to protect the Boulevard against disrepair and depreciation and to insure that the Boulevard will be maintained for the use and benefit of the Owners, their successors, assigns and mortgagees of each of the respective parcels described in Exhibit "A".

II. Certain Definitions.

A. The term "Parcels" shall mean each of the parcels identified on Exhibit "A" and any subdivision or resubdivisions thereof.

B. The term "Owner" shall mean the Owner of the fee simple title to a Parcel or any portion of a Parcel. In the event that any Owner shall enter a ground lease with a term of more than ten years, the term Owner shall be deemed to mean and

COMPOSITE EXHIBIT "G"

lessee fails to perform its obligations hereunder, the lien rights shall attach only to the estate in the property owned by such ground lessee.

C. The term "Boulevard" shall mean the roadway and bounding way constructed within the easements described on Exhibit "B" and known as Greenbrier Boulevard.

D. The term "Boulevard Owner" shall mean and refer to the fee simple owner from time to time of the Boulevard, which Owner(s) are, at this time, the corporations or entities named in Article IV hereof and their respective successors and assigns.

III. Boulevard Maintenance.

A. Boulevard Owner shall perform or cause to be performed all work required for the maintenance, operation, replacement, repair, reconstruction or refurbishing of the Boulevard from time to time required in order to maintain it in a first class condition including but not limited to paving, drainage, repairing, curbing, landscaping and seeding of areas planted along its bounding ways cut within the right of way, the entrance, traffic median, the underground sprinkler system for watering of such areas, signs, street lighting, cleaning and sweeping, providing of electric power and such other acts as may be reasonably required by Boulevard Owner for the common use, enjoyment and beauty of the Boulevard for the benefit of the Owners. All of the foregoing acts and works are hereinafter referred to as "Boulevard Maintenance". In addition the Boulevard Owner shall pay all real property taxes and assessments and shall obtain casualty, hazard and liability insurance as is deemed necessary or prudent by the Owners. The Owners further acknowledge that in addition to the foregoing recurring costs the Owners shall also be responsible for the payment of such costs as may be incurred from time to time resulting from acts of God, emergency and other unforeseen circumstances including without limitation freeze damage to landscaping and equipment. The cost and expense of all the foregoing is hereinafter referred to as the cost of Boulevard Maintenance.

Each Owner shall pay to the Boulevard Owner such Owner's share of the cost of Boulevard Maintenance performed or caused to be performed by Boulevard Owner. As used in this paragraph III, the "cost of Boulevard Maintenance" means the actual cost incurred by Boulevard Owner in performing Boulevard Maintenance and paying taxes, insurance and other occasional expenses plus an administrative surcharge equal to 10% of such actual costs.

B. It is hereby acknowledged that the Boulevard Owner may determine that it is in the best interest of all parties for the obligations and rights herein granted to the Boulevard Owner should be performed by another Owner or by a not for profit corporation to be formed by the Owners ("Association"). It is hereby specifically acknowledged that the rights and obligations of the Boulevard Owner hereunder may be assigned to another Owner or to an Association provided that such assignee shall evidence that it accepts such assignment of the obligation and agrees to accept and perform the duties. The rights and obligations of Boulevard Owner may be assigned as provided herein independent or separate from ownership of the Boulevard.

C. Boulevard Owner, or any assignee as described in Paragraph B, may elect to contract with a property management company to assure that the Boulevard Maintenance and all other obligations hereunder are performed, provided however, any such management contract shall be terminable for any reason upon thirty (30) days written notice. In such event the

COMPOSITE EXHIBIT "G"

Page 12 of 25

-2-

management fee shall be deemed to be a "cost of Boulevard Maintenance" and the administrative surcharge shall be waived.

IV. Owner's Share of Boulevard Maintenance Costs. Each Owner shall share in the cost of Boulevard Maintenance for the Boulevard in the following manner:

- A. Jacksonville Cove as Owner of Parcel A shall be liable for 30% of the cost of Boulevard Maintenance.
- B. Lincoln Jacksonville as Owner of Parcel B shall be liable for 20% of the cost of Boulevard maintenance.
- C. Greenbrier as Owner of Parcel C will be liable for 20% of the cost of Boulevard Maintenance.
- D. Fletcher as Owner of Parcel D shall be liable for 16% of the cost of Boulevard Maintenance.
- E. F & S as Owner of Parcel E shall be liable for 14% of the cost of Boulevard Maintenance.

On or before the 30th day of January of each year, Boulevard Owner or its assignee shall prepare and furnish to each of the Owners a proposed budget for the cost of Boulevard Maintenance to be incurred for the ensuing year.

In the event that any Owner determines that a line item contained in the budget is either inadequate or excessive in cost, such Owner shall send notice to all Owners citing such difference and recommending an alternative source of such service. The Owners shall then vote and the contract for the line item approved by the Owners liable for at least sixty percent (60%) of the cost of Boulevard Maintenance shall be adopted. All maintenance contracts entered into by Boulevard Owner with respect to Boulevard Maintenance shall be made available by Boulevard Owner for inspection and copying by each Owner and each Owner shall have reasonable access to a review of records of the cost of Boulevard Maintenance incurred by Boulevard Owner in connection with such maintenance.

The Boulevard Owner shall bill each Owner quarterly in advance for its pro rata share of the cost of Boulevard Maintenance. At the end of each fiscal year the Boulevard Owner shall give each Owner an unaudited accounting of the funds and in the event of any shortage shall collect such amount due. If there are excess funds they shall be applied to reduce the next payment. Boulevard Owner may also bill for any extraordinary costs which may arise from time to time and such fees shall be paid within thirty (30) days of receipt.

V. Payment and Default.

A. If any Owner shall fail to pay any sum due from that Owner under the provisions of Articles III and IV within 30 days after being billed therefor, then that Owner shall be liable not only for the amount due but also for interest on the unpaid sum from the date billed until paid at the highest rate permitted by law plus all costs of collection including reasonable attorneys fees and court costs incurred incident to the collection of the sums so due or in enforcement of the lien which secured the payment of such sum as hereinafter set forth.

B. In the event that any Owner, including Boulevard Owner, fails to pay the pro rata assessments due hereunder, in addition to any other remedy set forth herein, a lien right is hereby established. Each Owner is hereby granted a lien upon each and all Owners' parcels for sums not paid in accordance

with this Agreement. Such lien shall be perfected by recording in the public records a claim of lien describing the Parcel subject to the lien and setting forth the sums unpaid by the Owner interest due thereupon and the costs of collection. Thereafter, the Owner recording the claim of lien may foreclose thereupon in the manner of foreclosure of a mortgage.

C. In the event that Boulevard Owner fails to cause the Boulevard to be maintained or fails to perform any other obligation hereunder, any Owner may give written notice to the Boulevard Owner with a copy to each owner specifying the failure. If Boulevard Owner does not perform or cause to be performed its obligation within ten (10) days from delivery of written notice, any or all Owners may undertake to perform or cause such obligations to be performed. Any Owner performing such obligation shall be entitled to reimbursement from the Boulevard Owner for costs incurred including any administrative surcharge, provided however in the event the Boulevard Owner fails to make such reimbursement the Owner shall be entitled to set-off the cost of such maintenance against the next payment due herein for maintenance. Provided further, recovery of such cost from the Boulevard Owner shall not preclude the Boulevard Owner from collecting the proper prorata shares from all Owners in accordance with the respective pro rata obligations.

D. The lien created herein is subordinate to the lien of any recorded mortgage now or hereafter held by an institutional lender. The term "institutional lender" shall mean a national or state bank, federal savings and loan association, insurance company, educational institution, government agency and any other lending institution regularly engaged in the business of making or guarantying construction and/or permanent loans for the development of real property.

E. Upon request, Boulevard Owner shall furnish to any Owner a written verification as to whether or not the Owner is then indebted for any sum which could result in a lien against the particular parcel under the provisions of this Agreement.

VI. Dedication. In the event that all or any portion of the Boulevard is dedicated and accepted by the City of Jacksonville, (or any other governmental agency having jurisdiction) as a public street, then as to such portion of the Boulevard as is so dedicated, each Owner as well as Boulevard Owner hereby agrees to execute such documents as are necessary to effect such dedication. Provided however, the obligations of this Agreement shall remain in full force but the budget for the cost of Boulevard Maintenance shall be modified to omit the obligations which will be performed by the City of Jacksonville and/or the appropriate governmental authority. It is specifically acknowledged that certain costs of Boulevard Maintenance will continue even after dedication and the parties hereto will remain liable for the payments thereunder.

VII. Binding Effect. The covenants, agreements and obligations created by this Agreement shall be deemed to be covenants running with the title to the parcels and shall be binding upon each of the Owners of such parcels, their respective heirs, personal representative, successors and assigns for as long as they are Owner of a Parcel, all of which shall abide by and conform with the provisions of these covenants and restrictions.

IN WITNESS WHEREOF each of the Owners has caused these presents to be duly executed the day and year first above written.

Book 8091 Pg 2344

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]
As to Fletcher

FLETCHER LAND CORPORATION

By: [Signature]
Its: President

(CORPORATE SEAL)



JACKSONVILLE COVE I ASSOCIATES,
LTD., a Florida limited partnership

By: Lincoln Property Company No.
1043, Ltd., a Florida limited
partnership, general partner

By: [Signature]
Its: General Partner

[Signature]
[Signature]
As to Jacksonville Cove

LINCOLN JACKSONVILLE ASSOCIATES,
LTD., a Florida limited partnership

By: Lincoln Property Company No.
1079, Ltd., a Florida limited
partnership, general partner

By: [Signature]
Its: General Partner

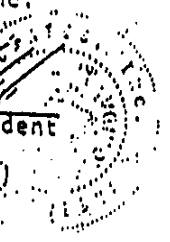
[Signature]
[Signature]
As to Lincoln Jacksonville

GREENBRIER, LTD.

By: Greenbrier Associates, Inc.
Its: General Partner

By: [Signature]
Its: President

(CORPORATE SEAL)



[Signature]
[Signature]
As to Greenbrier, Ltd.

F & S PARTNERSHIP

By: Fletcher Land Corporation
Its: General Partner

By: [Signature]
Its: President

(CORPORATE SEAL)



[Signature]
[Signature]
As to Fletcher

Book 8091 Pg 2345

Luca Lusk
Sherrill Hill
As to Stokes

By: Stokes & Company
Its: General Partner
By: [Signature]
Its: Exec Vice President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DEVAL

The foregoing instrument was acknowledged before me this 1st day of July, 1986, by Stephen D. Miller as Vice President of FLETCHER LAND CORPORATION, a Florida corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida
My Commission Expires: 8/31/87

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of June, 1986, by Bradley C. Miller, as general partner of Lincoln Property Company No. 1043, Ltd., a Florida limited partnership, general partner of JACKSONVILLE COVE ASSOCIATES, LTD., a Florida limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida
Commission Expires July 1, 1988
SUNSHINE STATE AGENTS' NOTARY ASSOCIATION

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of June, 1986, by Bradley C. Miller, as general partner of Lincoln Property Company No. 1079, Ltd., a Florida limited partnership, general partner of LINCOLN JACKSONVILLE ASSOCIATES, LTD., a Florida limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of July, 1986, by Scott M. ... President of Greenbrier Associates, Inc., a corporation, general partner of GREENBRIER, LTD., a Florida limited partnership, on behalf of said limited partnership.

Scott M. ...
Notary Public, State of Florida
My Commission Expires: 8/31/86

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of July, 1986, by Stephen D. ... as President of Fletcher Land Corporation, a Florida corporation, general partner of F & S PARTNERSHIP, a Florida general partnership, on behalf of said partnership.

Stephen D. ...
Notary Public, State of Florida
My Commission Expires: 8/31/86

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of July, 1986, by Thomas C. Bergmann as Exec. Vice President of Stokes & Company, a Florida corporation, general partner of F & S PARTNERSHIP, a Florida general partnership, on behalf of said partnership.

Thomas C. Bergmann
Notary Public, State of Florida
My Commission Expires: March 20, 1988

Book 8091 Pg 2346

EXHIBIT "A"

Book 8091 Pg 2347

PARCEL A: (Jacksonville Cove)

A portion of Section 13, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U. S. Alternate No. 1 (a 200-foot right of way, as now established) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned, and run N-00°02'10"W., along the Westerly right of way line of said Southside Boulevard, a distance of 285.17 feet to a point for point of beginning.

From the point of beginning thus described continue N-00°02'10"W., along the Westerly right of way line of said Southside Boulevard, a distance of 799.33 feet to a point; run thence S-89°57'50"W. a distance of 865.00 feet to a point; run thence S-00°02'10"E. a distance of 460.00 feet to a point; run thence S-89°57'50"W. a distance of 190.00 feet to a point; run thence N-41°22'44"W. a distance of 411.83 feet to a point; run thence S-48°37'16"W. a distance of 525.14 feet to a point; run thence S-89°23'00"W. a distance of 130.00 feet to a point; run thence S-00°37'00"E. a distance of 294.28 feet to a point on a curve; run thence 151.34 feet, along the arc of a curve, concave Northeasterly and having a radius of 342.303 feet, a chord distance of 150.11 feet to the point of tangency, the bearing of the aforementioned chord being S-77°05'50"E.; run thence S-89°45'47"E. a distance of 1,666.86 feet to a point; run thence N-45°06'01"E. a distance of 49.62 feet to the point of beginning. The land thus described contains 26.90 acres, more or less.

May 21, 1964

ROBERT H. ANGAS ASSOCIATES
JACKSONVILLE, FLORIDA 32202
COMPOSITE EXHIBIT "C"
Page 18 of 25

EXHIBIT "A"

OFFICIAL RECORDS

PARCEL B (Lincoln Jacksonville)
Consists of Parcel B-1, B-2, less and except Parcel B-3

A portion of Sections 13 and 14, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U. S. Alternate No. 1 (a 200-foot right of way, as now established) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned, and run N-00°02'10"W., along the Westerly right of way line of said Southside Boulevard, a distance of 1,085.00 feet to a point; run thence S-89°57'50"W. a distance of 703.67 feet to a point for point of beginning.

From the point of beginning thus described, continue S-89°57'50"W. a distance of 161.33 feet to a point; run thence S-00°02'10"E. a distance of 460.00 feet to a point; run thence S-89°57'50"W. a distance of 190.00 feet to a point; run thence N-41°22'44"W. a distance of 411.83 feet to a point; run thence S-48°37'16"W. a distance of 525.14 feet to a point; run thence S-89°23'00"W. a distance of 130.00 feet to a point; run thence S-00°37'00"E. a distance of 294.78 feet to a point on a curve; run thence 211.46 feet along the arc of a curve, concave Northeasterly and having a radius of 342.303 feet, a chord distance of 208.11 feet to the point of tangency, the bearing of the aforementioned chord being N-46°44'02"W.; run thence N-29°02'11"W. a distance of 228.22 feet to a point of curvature; run thence 19.22 feet along the arc of a curve, concave Southwesterly and having a radius of 100.00 feet, a chord distance of 19.20 feet to a point on a curve, the bearing of the aforementioned chord being N-34°32'48"W.; run thence N-00°02'10"W. a distance of 1,758.34 feet to a point; run thence S-47°00'31"E. a distance of 1,939.21 feet to the point of beginning. The land thus described contains 33.89 acres, more or less.

Book 8091 Pg 2348

PARCEL B
May 21, 1984
Rev. May 30, 1984

COMPOSITE EXHIBIT "G"
Page 19 of 25

PARCEL - B-2

A portion of Section 13, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of beginning, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U. S. Alternate No. 1 (a 200-foot right of way, as now established) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned.

From the point of beginning thus described, run N-89°45'47"W., along the Northerly boundary line of the aforementioned property described in Official Records Volume 5141, Page 126, a distance of 1,995.48 feet to the Northwest corner of the aforementioned property described in Official Records Volume 5141, Page 126, said point lying on the line dividing Sections 13 and 14, Township and Range aforementioned; run thence N-00°37'00"W., along said dividing line, a distance of 150.02 feet to a point; run thence N-37°32'14"W. a distance of 460.30 feet to a point of curvature; run thence 328.99 feet along the arc of a curve, concave Southeasterly and having a radius of 100.00 feet, a chord distance of 199.45 feet to the point of tangency, the bearing of the aforementioned chord being N-56°42'42"E.; run thence S-29°02'11"E. a distance of 228.22 feet to a point of curvature; run thence 362.80 feet, along the arc of a curve, concave Northeasterly and having a radius of 342.303 feet, a chord distance of 346.06 feet to the point of tangency, the bearing of the aforementioned chord being S-59°23'59"E.; run thence S-89°45'47"E. a distance of 1,666.86 feet to a point; run thence N-45°06'01"E. a distance of 49.62 feet to a point; run thence S-00°02'10"E., along the Westerly right of way line of said Southside Boulevard, a distance of 285.17 feet to the point of beginning. The land thus described contains 13.60 acres, more or less. Said parcel being subject to a 150-foot power line easement along the Southerly and Westerly sides, as recorded in Official Records Volume 3040, Page 963, of the Public Records of said County. LESS AND EXCEPT Parcel 82 as hereinafter described:

A portion of Section 14, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U. S. Alternate No. 1 (a 200-foot right of way, as now established) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned; run thence N-89°45'47"W., along the Northerly boundary line of the aforementioned property described in Official Records Volume 5141, Page 126, a distance of 1,995.48 feet to the Northwest corner of the aforementioned property described in Official Records Volume 5141, Page 126, said point lying on the line dividing Sections 13 and 14, Township and Range aforementioned; run thence N-00°37'00"W., along said dividing line, a distance of 574.99 feet to a point; run thence N-89°42'50"W. a distance of 120.00 feet to a point for point of beginning; thence continue N-89°42'50"W. a distance of 176.59 feet to a point on a curve; run thence 243.75 feet, along the arc of a curve, concave Southeasterly and having a radius of 100.00 feet, a chord distance of 187.74 feet to a point on a curve, the bearing of the aforementioned chord being N-70°06'58"E.; run thence S-00°02'10"E. a distance of 64.73 feet to the point of beginning. The land thus described contains 0.34 acres, more or less.

Book 8091 Pg 2350

Parcel C (Greenbrier Ltd.)

A portion of Section 14, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the Southeast corner of Section 14, and run North $00^{\circ}37'00''$ West along the East line of said Section 14 a distance of 675.00 feet to a point; run thence North $89^{\circ}42'50''$ West a distance of 120.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, run North $89^{\circ}42'50''$ West a distance of 795.00 feet to a point; run thence North $00^{\circ}02'10''$ West a distance of 1,920.24 feet to a point; run thence South $82^{\circ}45'00''$ East a distance of 801.46 feet to a point; run thence South $00^{\circ}02'10''$ East a distance of 1,823.07 feet to the Point of Beginning.

Parcel D (Fletcher)

A parcel of land lying in Section 14, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the Northeast corner of that property described in Official Records Volume 5141, page 126, public records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U.S. Alt. No. 1 (a 200 foot right of way as now established) at a point 100 feet Northerly of the intersection of said right of way line, with the line dividing Sections 13 and 24, Township and Range aforementioned, and run North 89 degrees 45 minutes 47 seconds West, along the Northerly boundary line of the aforementioned property described in Official Records Volume 5141, page 126, a distance of 1,995.48 feet to the Northwest corner of the aforementioned property described in Official Records Volume 5141, page 126, said point lying on the line dividing Sections 13 and 14, Township and Range aforementioned; run thence North 0 degrees 37 minutes 00 seconds West, along said dividing line, a distance of 574.99 feet to a point on the Northerly boundary line of a 150 foot powerline easement, as recorded in Official Records Volume 3040, page 963, public records of said County; run thence North 89 degrees 42 minutes 50 seconds West, along said Northerly boundary line, a distance of 915.00 feet to the Southwest corner of those lands described in Official Records Volume 5987, page 657 of the current public records of said County and to the point of beginning; thence continue North 89 degrees 42 minutes 50 seconds West, along said easement line, a distance of 764.05 feet to the East line of the Francis Richard Grant, Section 56, Township and Range aforementioned; run thence North 07 degrees 16 minutes 33 seconds East, along said Section line, a distance of 1,997.37 feet; run thence South 82 degrees 45 minutes 00 seconds East a distance of 513.99 feet to the Northwest corner of the aforementioned property described in Official Records Volume 5987, page 657; run thence South 00 degrees 02 minutes 10 seconds East, along the West line of the aforementioned property described in Official Records Volume 5987, page 657, a distance of 1,920.24 feet to the point of beginning.

Parcel E (F&S Partnership)

The South one-half of Government Lot 4, Section 14, Township 3 South Range 27 East, Duval County, Florida.

SOUTHEROOK DRIVE EASEMENT:

A portion of Sections 13 and 14, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

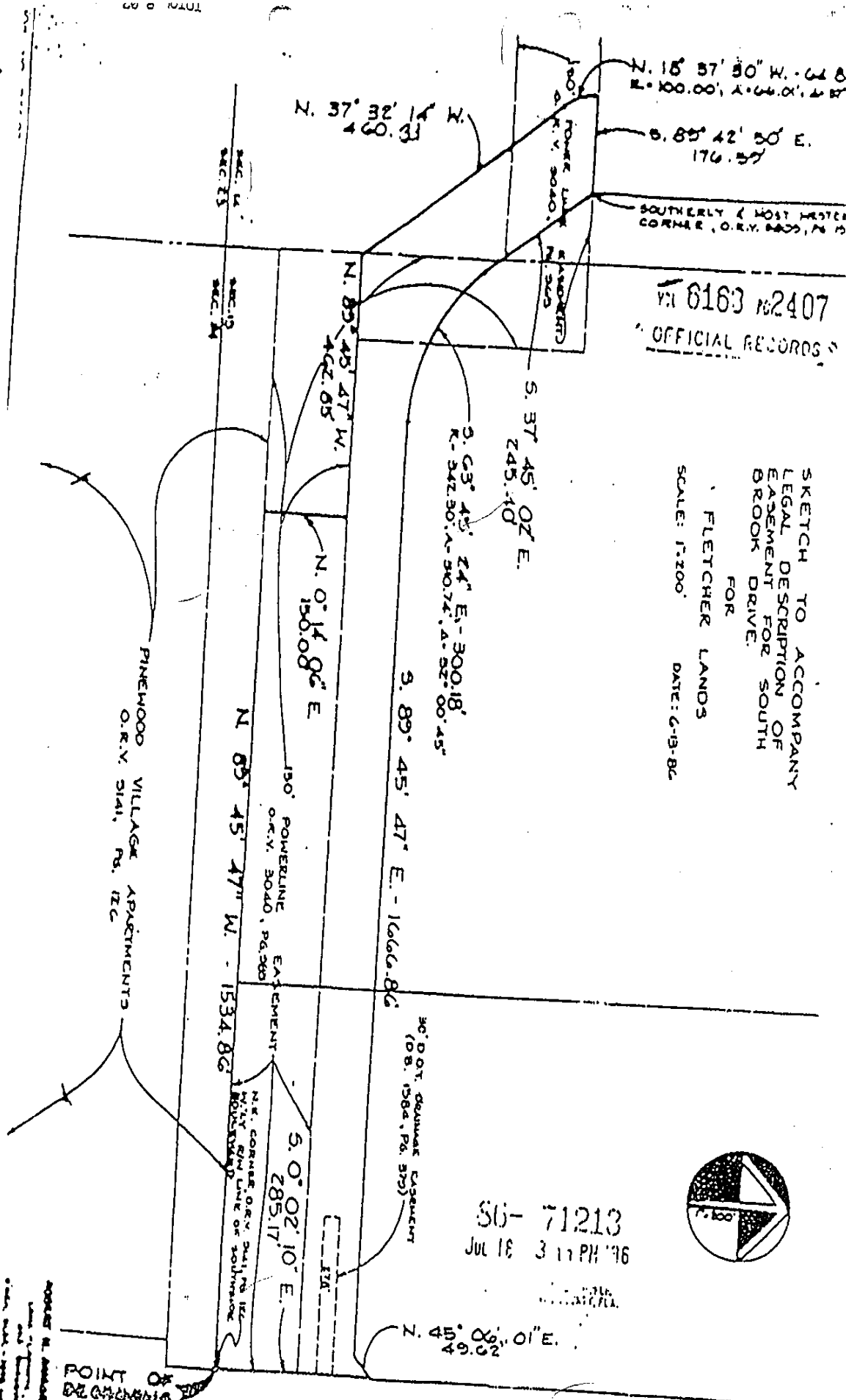
For point of beginning, commence at the Northeast corner of that property described in Official Records Volume 5141, Page 126, Public Records of said County, said point lying on the Westerly right of way line of Southside Boulevard, State Road No. 115, U. S. Alternate No. 1 (a 200-foot right of way, as now established) at a point 100 feet Northerly of the intersection of said right of way line with the line dividing Sections 13 and 24, Township and Range aforementioned, and run N-89°45'47"W., along the Northerly boundary line of said Official Records Volume 5141, Page 126, a distance of 1,534.86 feet; run thence N-0°14'06"E. a distance of 150.00 feet to the Northerly line of a 150-foot power line easement as recorded in Official Records Volume 3040, Page 983, of said County; run thence N-89°45'47"W. a distance of 462.85 feet to a point lying on the Westerly line of said Section 13; run thence N-37°52'14"W. a distance of 460.31 feet to a point of tangent intersection, with a curve, concave to the Northeast and having a radius of 100.00 feet; run thence Northerly, along said curve an arc distance of 66.01 feet through a central angle of 37°49'23", a chord bearing and distance of N-18°37'30"W. a distance of 64.82 feet to a point of intersection with a non-tangent line, said point being on the Northerly line of a 150-foot power line easement, as recorded in Official Records Volume 3040, Page 963; run thence S-89°42'50"E., along the Northerly line of said power line easement, a distance of 176.59 feet to the Southerly

POWER LINE ASSOCIATION
JACKSONVILLE, FLORIDA 32202-2555

and most Westerly corner of that land described in Official Records Volume 5809, Page 1938, of said County; run thence S-37°45'02"E. a distance of 245.40 feet to a point of tangent intersection with a curve, concave to the Northeast and having a radius of 342.30 feet; run thence along said curve, an arc distance of 310.74 feet, through a central angle of 52°00'45", a chord bearing and distance of S-63°45'24"E., 300.18 feet to a point of tangency; run thence S-89°45'47"E. a distance of 1,666.86 feet; run thence N-45°06'01"E. a distance of 49.62 feet to the Westerly right of way line of said Southside Boulevard; run thence S-0°02'10"E., along said Westerly line, a distance of 285.17 feet to the point of beginning. The land thus described contains 11.57 acres, more or less.

Southbrook Drive Easement
 Fletcher Lands
 June 13, 1986
 RMA 42AG-26

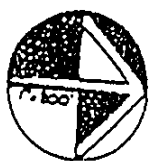
ROBERT M. ANDER ASSOCIATES
 JACKSONVILLE, FLORIDA 32211-0558



6163 162407
OFFICIAL RECORDS

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION OF
EASEMENT FOR SOUTH
BROOK DRIVE
FOR
FLETCHER LANDS
SCALE: 1"=100' DATE: 6-9-86

86-71213
JUL 16 3 17 PM '86



APPROVED BY: [Signature]
DATE: [Date]

SOUTHIDE BOULEVARD S. R. NO. 115
COMPOSITE EXHIBIT 'G' U. S. HIGHWAY ALT. 1
Page 25 of 25

MORTGAGEE CONSENT

The undersigned American National Bank of Florida, a national association, the holder of a mortgage recorded in Official Records Volume 7854, Page 0316, of the Public Records of Duval County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions and Restrictions for Braywick.

Signed, sealed and delivered in the presence of:

AMERICAN NATIONAL BANK OF FLORIDA

Janet Newman
Printed name Janet Newman

D. Scott Baldwin
Its Asst. Vice President

Brenda Pateracki
Printed name Brenda Pateracki

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of November, 1994, by D. Scott Baldwin, Asst. Vice President of American National Bank, being personally known to me.

Susan K. Renshaw
Notary Public



Notary Public, State of Florida
SUSAN K. RENSHAW
My Comm. Exp. Sept. 16, 1996
Comm. No. CC 228561