

Exhibit "C"

**BYLAWS
OF
CYPRESS POINTE OF MACCLENNY HOMEOWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Cypress Pointe of Macclenny ("Declaration") to be recorded in the public records of Duval County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Cypress Pointe of Macclenny Homeowners Association, Inc. ("Association") shall be at 4501 Beverly Avenue, Jacksonville, Florida 32210, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Class A Members at meetings held for that purpose, or upon petition in accordance with Section C. of this Article V.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond, as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class

A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed

with the corporate records of the Association and made a part of the minutes of the meeting.

VIII OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX COMMITTEES.

A. The standing committee of the Association shall be the Architectural Review Board. The Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Cypress Pointe of MacClenny Homeowners Association, Inc., not for profit, 2003.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida. For so long as the Class B Membership shall exist, HUD and VA shall have the right to veto amendments to these Bylaws.

XV INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of
Cypress Pointe of MacClenny Homeowners
Association, Inc., a
Florida corporation, not-for profit effective
_____, 2003.

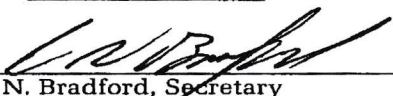
By: 
Eric N. Bradford, Secretary

EXHIBIT D

Common Area

The Common Area within Cypress Pointe is intended as follows:

1. For the purpose of storm water management and drainage of surface water.
2. Recreation Areas and recreation equipment for use by the residence and their guest.
3. All Entry features, including but not limited to entry sign, fencing, landscaping, irrigation, and lighting.

Any portion of the Common Area lying within an individual lot does not create any right of access by any other Owner to such portions of the Common Area lying within another Owner's lot or other privately owned portions of the Subdivision.

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 Al Fraser Clerk of Court Baker County Doc. Stamp D \$0.70 Deputy
 Clerk BONNIE

Exhibit "E"

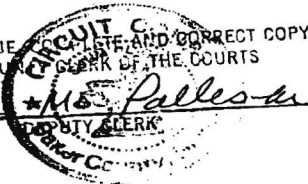
Prepared by:
 Robbi Bott
 Kendaie Land Development
 4501 Beverly Avenue
 Jacksonville, Florida 32210

Return recorded original to:
 Office of General Counsel
 St. Johns River Water Management District
 P.O. Box 1429
 Palatka, FL 32178-1429

CERTIFIED A TRUE AND CORRECT COPY
 BAKER COUNTY CLERK OF THE COURTS

BY

Bonnie

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 6 day of May, 2005 by CYPRESS POINTE OF MACCLENNY LLC having an address at 4501 Beverly Avenue, Jacksonville Florida 32210 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Baker County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #40-003-85678-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and

character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any

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necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

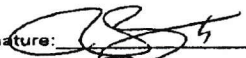
8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Baker County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

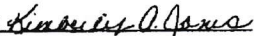
9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

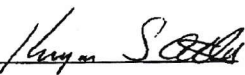
IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
of in our presence as witnesses:

GRANTOR: CYPRESS POINTE
OF MACCLENNEY, LLC

Signature: 
Printed Name: Robert K. Bott

Signature: 
Printed Name: Kimberly A. Jones

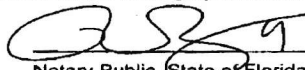
Signature: 
Printed Name: KENYON S. ATLEE

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 day of
May, 2005 by Kenyon S. Atlee, as the Managing Member, who did not take
an oath.


Notary Public, State of Florida at Large.
My Commission Expires:

Serial No. _____

Personally known ☒
OR produced identification _____
Identification produced _____



WETLAND 1:

COMMENCE AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 22 EAST, BAKER COUNTY, FLORIDA AND RUN THENCE N 89°40'43" E ALONG THE NORTH LINE OF SAID SW 1/4, 1409.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°40'43" E ALONG SAID NORTH LINE, 1.90 FEET; THENCE S 12°43'07" E, 120.27 FEET; THENCE S 4°59'06" E, 100.95 FEET; THENCE S 20°30'00" W, 102.91 FEET; THENCE N 0°19'17" W, 322.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS.

WETLAND 2:

BEGIN AT THE NORTHEAST CORNER OF THE SW 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 22 EAST, BAKER COUNTY, FLORIDA AND RUN THENCE S 01°22'17" W, ALONG THE EAST LINE OF SAID SW 1/4, 905.81 FEET; THENCE S 75°29'20" W, 56.64 FEET; THENCE N 64°20'00" W, 77.05 FEET; THENCE N 62°26'04" W, 222.26 FEET; THENCE N 50°46'16" W, 162.04 FEET; THENCE S 09°43'33" W, 190.88 FEET; THENCE N 72°41'31" W, 90.00 FEET; THENCE N 41°18'31" W, 88.31 FEET; THENCE N 48°41'29" E, 206.41 FEET; THENCE S 41°18'31" E, 125.00 FEET; THENCE N 48°02'06" E, 180.01 FEET; THENCE N 40°50'07" E, 115.58 FEET; THENCE N 33°25'31" E, 105.41 FEET; THENCE N 40°46'18" E, 273.02 FEET; THENCE N 00°19'17" W, 42.75 FEET TO THE NORTH LINE OF SAID SW 1/4; THENCE N 89°40'43" E, ALONG SAID NORTH LINE, 121.11 FEET TO THE POINT OF BEGINNING, CONTAINING 7.90 ACRES, MORE OR LESS.

WETLAND 3:

COMMENCE AT THE NORTHEAST CORNER OF THE SW 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 22 EAST, BAKER COUNTY, FLORIDA AND RUN THENCE S 01°22'17" W, ALONG THE EAST LINE OF SAID SW 1/4, 1261.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°22'17" W, ALONG SAID EAST LINE, 297.81 FEET; THENCE S 07°00'18" W, 322.03 FEET; THENCE S 50°55'19" W, 196.76 FEET; THENCE S 32°56'08" W, 95.23 FEET; THENCE S 50°51'30" W, 12.18 FEET; THENCE S 75°26'34" W, 90.27 FEET; THENCE N 04°09'56" W, 111.49 FEET; THENCE N 34°14'44" W, 22.95 FEET; THENCE N 03°32'34" W, 44.58 FEET; THENCE N 45°46'29" W, 52.03 FEET; THENCE S 09°43'23" W, 217.44 FEET; THENCE S 60°29'59" W, 375.66 FEET; THENCE N 73°46'38" W, 90.84 FEET; THENCE N 01°46'01" W, 95.05 FEET; THENCE N 44°57'24" W, 32.40 FEET; THENCE N 37°31'11" W, 91.18 FEET; THENCE N 12°28'52" W, 74.51 FEET; THENCE N 17°57'09" E, 131.38 FEET; THENCE N 01°01'47" E, 36.00 FEET; THENCE N 61°04'45" E, 132.27 FEET; THENCE N 04°16'59" E, 210.62 FEET; THENCE N 15°20'44" W, 101.60 FEET; THENCE N 31°50'42" E, 237.75 FEET; THENCE N 06°05'36" E, 261.11 FEET; THENCE N 09°09'45" E, 109.22 FEET; THENCE S 72°41'31" E, 100.00 FEET; THENCE S 57°40'28" E, 109.61 FEET; THENCE N 71°59'00" E, 172.30 FEET; THENCE S 09°07'56" E, 201.09 FEET; THENCE S 69°47'51" E, 31.82 FEET; THENCE S 30°46'29" E, 272.61 FEET TO THE POINT OF BEGINNING, CONTAINING 27.37 ACRES, MORE OR LESS.

WETLAND 4:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 22 EAST, BAKER COUNTY, FLORIDA AND RUN THENCE S 09°43'23" W, ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE SW 1/4, 3.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 09°43'23" W, ALONG SAID SOUTH LINE, 832.00 FEET TO THE EAST RIGHT OF WAY OF EAST BOULEVARD; THENCE N 10°01'38" W, ALONG SAID EAST RIGHT OF WAY, 705.08 FEET; THENCE N 60°20'56" E, 95.55 FEET; THENCE N 49°10'02" E, 156.19 FEET; THENCE S 79°15'09" E, 150.77 FEET; THENCE S 09°35'20" E, 49.07 FEET; THENCE S 53°17'26" E, 149.16 FEET; THENCE S 37°56'58" E, 27.27 FEET; THENCE S 30°54'04" E, 70.54 FEET; THENCE S 49°24'30" E, 190.79 FEET; THENCE S 54°43'29" E, 73.69 FEET; THENCE S 30°02'06" E, 106.01 FEET; THENCE N 56°25'52" E, 65.00 FEET; THENCE S 36°13'09" E, 73.52 FEET; THENCE S 51°07'50" W, 43.23 FEET; THENCE S 14°15'45" W, 26.01 FEET; THENCE S 42°24'13" E, 90.39 FEET; THENCE S 13°10'58" W, 97.42 FEET; THENCE S 00°19'09" W, 48.60 FEET; THENCE S 17°39'30" E, 101.20 FEET TO THE POINT OF BEGINNING, CONTAINING 13.26 ACRES, MORE OR LESS.

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CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SUNTRUST the mortgagee under that certain Mortgage, Security Agreement financing Statement Securing a Development Loan dated March 31, 2004 and recorded in Official Records Inst. # 200400003066 of Baker County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 13th day of May, 2005.

Witnesses:

[Signature]
Name: Zachary J. Scott

[Signature]
Name: Michelle Diaz

Mortgagee: SunTrust Bank

BY: [Signature]
Name: MARK D. KAPELKA
Title: First Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13 day of May, 2005 by Mark Kapelka who did not take an oath.

Personally known X
OR produced identification _____
Identification produced _____

[Signature]
Notary Public, State of Florida at

My Commission Expires: _____
Serial No. _____



Michelle Diaz
Commission #DD333881
Expires: Jun 29, 2008
Breded Thru
Atlantic Bonding Co., Inc.

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CONSENT AND JOINDER OF MORTGAGEE

The undersigned, MARONDA HOMES INC OF FLORIDA (mortgagee), the mortgagee under that certain Second Mortgage Note dated March 31, 2004, and recorded having Instr# number 200400003067 in the Official records of Baker County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 5th day of May, 2005.

Witnesses:

[Signature]
Name: Bel Bury

[Signature]
Name: Jane B. Forrest

Mortgagee: Maronda Homes Inc

BY: [Signature]
Name: Wayne Von Dreele
Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Wayne Von Dreele, who did not take an oath.

Large.



Personally known
OR produced identification
Identification produced

[Signature]
Notary Public, State of Florida at

My Commission Expires:

Sept. 30, 2006
Serial No. DD061122

Exhibit F
Approved Mailbox

