

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

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DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
DAMES POINT CROSSING

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of this
21st day of May, 2003, by William R. Cesery, Jr., as Trustee for the
Vesta H. Cesery QTIP Trust #2 ("Declarant").

Preliminary Statement

Declarant is the owner of the real property located in Duval County, Florida more particularly described in Exhibit "A" attached hereto (the "Property"). The parties intend by this Declaration: (i) to impose on the Property mutually beneficial restrictions under a general plan of development for the purpose of protecting the value and desirability thereof for the benefit of all owners of lands within the Property; (ii) to provide for a master drainage plan for the Property and (iii) to provide a method for the administration, maintenance, preservation, use and enjoyment of the lands that are submitted to this Declaration.

NOW THEREFORE, Declarant hereby declare that all of the real property described in Exhibit "A", and any additional property that may be subjected to this Declaration as hereinafter provided, shall be held, sold, transferred, occupied and used subject to the easements, restrictions, covenants and conditions herein set forth.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Governing Documents shall have the following meanings:

1.1 "Association" means Dames Point Crossing Association, Inc., a Florida not for profit corporation, its successors and assigns.

1.2 "Common Areas" means all real property, if any, from time to time designated by Declarant for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, now or hereafter situated thereon and all appurtenant easements.

1.3 "Common Maintenance Areas" means all property or areas providing common use or benefit to more than one Parcel within the Property (including all improvements, fixtures and tangible personal property located thereon) and designated by the Declarant or the Association pursuant to this Declaration as an area to be maintained by the Association.

1.4 "Declarant" means William R. Cesery, Jr., as Trustee for the Vestra H. Cesery QTIP Trust #2, or the successors and assigns to whom the Declarant named herein has specifically assigned its rights and obligations as Declarant with respect to all or a part of the Property.

1.5 "Final Engineering Plans" means the final engineering plans prepared by or on behalf of Declarant and approved by the City of Jacksonville and other governmental authorities having jurisdiction for the construction of the Stormwater Management System, utilities systems, roadway or access systems and other infrastructure components for the development of the Property. Declarant reserves the right to unilaterally amend this Declaration to include references to Final

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Engineering Plans, including without limitation, attaching a reduced copy of Final Engineering Plans as an exhibit to this Declaration.

1.6 "Governing Documents" means collectively this Declaration, any supplemental declarations made pursuant to the terms hereof, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing.

1.7 "Institutional Mortgagee" means banks, savings and loan Associations, insurance companies, credit unions, Massachusetts-type or Florida business trusts, and governmental agencies that hold, insure or guaranty mortgage loans made by such lender.

1.8 "Law" means, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property.

1.9 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Parcel, including contract sellers, but excluding contract buyers and any other Person holding such fee simple title merely as security for the performance of an obligation. Declarant is an Owner for so long as it owns any portion of the Property.

1.10 "Parcel" means any tract, parcel or area of land designated or conveyed by Declarant as a separate parcel within the Property, or any tract, parcel or area of land created by a subdivision of a Parcel by Declarant, but excluding any tract, parcel or area of land or real property interest:

(a) created by a subdivision or declaration made by a person other than Declarant;
or

(b) designated or conveyed to the Association as Common Areas, or to public authorities or utilities companies as streets, roads, or other right-of-ways, easements, or locations for utility facilities.

1.11 "Person" means any natural person, or any trust, partnership, corporation, limited liability company, organization, association or other entity having legal capacity.

1.12 "Plat" means the recorded plat of any lands within the Property and any replats, additions, or amendments thereto. Declarant reserves the right to unilaterally amend this Declaration to include references to a recorded plat, including without limitation, by attaching a reduced copy of a proposed or recorded Plat as an exhibit to this Declaration.

1.13 "Project Roadway" means the non-dedicated portions of that right-of-way known as Dames Point Crossing Boulevard, as more particularly described and depicted in Exhibit "B" hereto.

1.14 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.15 "Property Site Plan" means Declarant's site plan for the development of the Property, as amended from time to time. A reduced copy of Declarant's initial Property Site Plan is attached hereto as Exhibit "C". Declarant reserves the right to unilaterally amend this Declaration to substitute an amended Property Site Plan as to any portion of the Property owned by Declarant, provided that the amended Property Site Plan does not materially adversely affect the rights of other Owners.

1.16 "PUD Ordinance" means the City of Jacksonville, Florida Planned Unit Ordinance No. 2003-192-E, as amended from time to time.

1.17 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Governing Documents.

1.18 "SJRWMD" means the St. Johns River Water Management District.

1.19 "Stormwater Management System" means a system which is designed and constructed or implemented in connection with the development of the Property 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. The foregoing includes without limitation all drainage pipes, equipment, outflow control structures, retention and detention ponds and underdrains and related drainage facilities serving more than one Parcel, but excludes all such facilities and systems serving only one Parcel.

1.20 "Utility Services" means all utility services typically provided to a multi-use commercial development, including but not limited to electricity, telephone, water, wastewater disposal, natural gas or liquified petroleum, cable television and communication systems.

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

2.1 Common Area Easements of Enjoyment.

(a) The initial Common Areas designated by Declarant for ownership by the Association are the Project Roadway and the three (3) Stormwater Management System ponds identified as Ponds A, B and C on the Property Site Plan. The Declarant reserves the right from time to time to designate any private roads, streets, ways, lakes, retention ponds, landscaped areas, green areas, drainage facilities, drainage, sign or utility easements, or other portions of the Property owned by Declarant as additional Common Areas. Declarant will convey or cause to be conveyed to the Association at such time as in its sole discretion it deems appropriate, and the Association shall accept, the title to any portion of the Property that may have been designated as Common Areas by Declarant, subject to prorated taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

(b) Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas for the purposes set forth in this Declaration, or in any supplemental declaration subjecting Common Areas to this Declaration, or in any deed of conveyance conveying Common Areas to the Association. Prior to conveyance to the Association of an area designated to be a Common Area, the Declarant may dedicate or transfer any such area to any local government authority, public agency, or utility company. Thereafter, the Association has the right to dedicate or transfer all or any part of the Common Areas to any local government, public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication or transfer must be approved by at least a two-thirds (2/3) vote of the total votes of those members present in person or by proxy and voting at a meeting as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

2.2 Ingress and Egress Easements. Declarant hereby grants to the Association and the Owners non-exclusive perpetual easements appurtenant to each Parcel for ingress and egress across the Project Roadway for pedestrian and vehicular traffic to and from the Parcels to publicly dedicated rights-of-way. The foregoing easement shall inure to the benefit of the Association and the Owners of the Parcels, and their respective invitees, guests, lessees, successors and assigns, the holders of mortgages encumbering their Parcels, United States mail carries, couriers and package delivery personnel, fire protection and emergency personnel, police and other authorities of Law, representatives and personnel of utilities and refuse collection services and other public or utility personnel requiring access to provide services to such lands. Nothing herein shall be deemed to create any easements or rights in the general public, and Declarant reserves to itself and the Association the right to deny access to any Person, except those Persons described above, who is not

authorized to enter onto the Property, or who has or may be reasonably expected to cause a disturbance, nuisance or damage to the Property.

2.3 Stormwater Management System Easements.

(a) All Parcels are subject to perpetual non-exclusive easements for the drainage of ground and surface waters in the manner established by Declarant as part of the development of the Property. Declarant hereby reserves to itself and grants to each Owner non-exclusive perpetual easements appurtenant to each Parcel for the drainage of storm and surface waters over a five (5) feet wide easement area adjacent to each side lot line and over those portions of the Property identified on a Plat or on Final Engineering Plans as retention ponds, stormwater ponds, or similar wording.

(b) The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by applicable SJRWMD permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System.

2.4 Utilities Easements.

(a) Reference is made to the utilities, ingress and egress, and other easements that are shown on a Plat or the Final Engineering Plans. The Declarant shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, assign or otherwise transfer the easements shown on a Plat or the Final Engineering Plans, unless such easements have been previously conveyed or dedicated as exclusive easements. The easements may be used for the installation, maintenance, transmission and use of any or all Utility Services whether or not the easements are shown on the Plat or the Final Engineering Plans to be for utilities or other purposes. Further, the Declarant shall have the unrestricted right without the approval or joinder of any other Person to relocate, release or otherwise modify such easements by amending a Plat or the Final Engineering Plans and/or this Declaration or by replatting that portion of the Property subject to the easements, provided that Declarant is the owner of the lands on which the amended portion of the easement is located, and provided further the relocated or amended easements do not materially impair other Owners use and enjoyment of their Parcels and continue to adequately serve each Parcel that they are intended to serve. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Parcel subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Parcel shall remove the improvements or landscape items upon written request of Declarant, the Association or the grantee of the easement.

(b) Declarant hereby reserves to itself and grants to each Owner non-exclusive perpetual easements appurtenant to each Parcel for Utility Services in, and under the utilities, ingress and egress, and other easements shown on a Plat or the Final Engineering Plans.

2.5 Additional Restrictions and Easements; Common Area Alterations. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any portions of the Property owned by Declarant. In addition, Declarant reserves the unilateral right to grant easements and rights-of-way over, under and through areas designated as Common Areas, to enlarge or diminish such areas, to make improvements thereon and alter such improvements, and to withdraw an area from a Common Area designation until such time as Declarant has deeded the Common Areas to the Association. Any such alterations or the easements granted by Declarant shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas for their intended purposes.

2.6 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Parcel enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to those Parcels served by such easements or granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.7 Ownership Rights Limited to Those Enumerated. Transfer of title to any Parcel does not pass any rights in and to the Common Areas, except as expressly set forth in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Parcel shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

ARTICLE III

USE RESTRICTIONS

3.1 General.

(a) The Property and each of the Parcels therein shall be owned, held, transferred and used only in accordance with the use restrictions established in the Declaration and any supplemental declaration which Declarant may subsequently impose on Parcels owned by Declarant. The Declarant, and following an assignment or delegation by Declarant to the Association, the Association acting through its Board of Directors, shall have the authority to enforce all use restrictions established in the Declaration or in any supplemental declaration.

(b) Subject to applicable zoning regulations and any additional restrictions imposed by supplemental declarations applicable to particular Parcels, permitted uses of the Property are all uses that, from time to time, are permitted under the PUD Ordinance for the Property, and with the written consent of Declarant, that are permissible by exception or variance under the PUD Ordinance. Declarant also reserves to itself the right to permit antennas, towers, or other structures for cellular telephone and other communication equipment and facilities.

(c) No activity is permitted, nor shall any object or substance be kept, stored, or emitted, anywhere within the Property in violation of Law. No use of the property shall be permitted which is noxious, destructive, or offensive by reason of odors, dust, smoke, noise, or which is hazardous by reason of the likelihood of fire or explosion, nor shall anything be done within the Property that may constitute any annoyance or nuisance to any Owner or to any other person at any time lawfully occupying any Parcel.

(d) No part of the Property shall be used for adult or pornographic bookstores or movie houses, massage parlors, topless or nude bars, or for the storage, manufacture, or disposal of hazardous or toxic materials.

3.2 Construction Standards. No building, structure, or improvement of any kind shall be constructed, placed, or permitted to exist on any Parcel, nor shall the exterior of any building, structure, or other improvement be altered or modified, except in accordance with plans and specifications approved in writing in accordance with the procedures set forth in Article VIII hereof.

3.3 Other Structures. Without the prior written approval of the Declarant, no temporary buildings, tents, trailers, tanks, or other non-permanent structures of any type whether similar or dissimilar to those herein enumerated may be erected or maintained within the Property except those required in connection with the construction of any improvements on the Property, provided that all such temporary construction buildings or structures are removed within sixty (60) days of substantial completion of construction of the permanent building.

3.4 Landscaping. In connection with the construction of buildings, parking lots or other major improvements, each Owner of a Parcel shall provide and maintain a landscaped strip at least

ten (10) feet wide (consisting of shrubbery, lawn, or trees or any combination thereof) adjacent to any and all streets or right-of-way easements abutting the Parcel, except at the location of driveways. Declarant may authorize an Owner to reduce the width of such strip in cases of proven hardship for particular Parcels, but in all events the frontage landscaped area must be at least five (5) feet wide. The Owner of each improved Parcel also shall provide and maintain a landscaped strip at least five (5) feet wide (consisting of shrubbery, lawn or trees or any combination thereof) adjacent to all property lines that do not abut a street or right-of-way easement. The Owner of each improved Parcel shall also provide and maintain landscaping in the area between all Parcel property lines adjacent to streets or right-of-way easements and the street curb, excluding any area used as a driveway. Further, the Owner of each improved Parcel shall install and maintain an underground sprinkler system for the purpose of watering all shrubbery and lawn areas within a Parcel (excluding jurisdictional wetlands) and the area between property lines and streets or right-of-way easements and shall use the sprinklers as necessary to maintain the landscaped areas. All required landscaping shall be fully completed within thirty (30) days following substantial completion of construction of the building. All landscaped areas and lawns, including but not limited to those required under this paragraph, shall be maintained in good condition by the Owner of the Parcel. No artificial grass, plants or other vegetation shall be placed or maintained on the exterior of any Parcel.

3.5 Signs. The location, size and number of all signs on Parcels must be approved by Declarant in accordance with the architectural review and approval procedures set forth herein. All signs attached to buildings must be installed so as to be parallel to and contiguous with the building wall and so that the sign does not project above the roof line of the building, unless otherwise approved by Declarant. No portable signs or flashing or intermittently lighted signs shall be permitted on the Property. No sign shall be painted directly on the exterior walls of any building.

3.6 Screening of Roof and Loading Docks; Open Storage. Stand fans, air conditioning units, cooling towers, elevator penthouses, antennas, satellite dishes, and all other structures or equipment which rise above the roof line of a building shall be architecturally compatible or effectively shielded from view by screening approved by Declarant. No truck loading dock or "receiving/shipping" doors shall face toward any street or roadway, and where such dock or doors would be visible from a street or roadway, they shall be visually screened to a height of not less than six feet by appropriate walls, panels, or landscaped berms, which are of material and design harmonious with the building architecture. The foregoing prohibition against docks or doors facing a street or roadway shall not apply to the side street of a corner Parcel but, in such instances, the foregoing provision requiring visual screening shall apply. No storage of any articles, goods, or materials shall be permitted on the Property outside any building except of a temporary nature only.

3.7 Fences. The location, size and design of all fences and walls must be approved in writing by Declarant prior to installation. Fences and walls (excluding screening walls required under paragraph 3.6 hereof) may not be nearer than twenty (20) feet to a street right of way line, but in all events not closer than the front or side of the building facing the street. No fence, wall or hedge may exceed six (6) feet in height without the written consent of the Declarant. Declarant may require uniform fence types and color schemes in all or portions of the Property. All fences must be maintained in an attractive appearance from the exterior of each Parcel.

3.8 Set-Back Lines. To improve the overall appearance of the Property by placing buildings and other improvements with regard to the topography of the land, the location of other buildings and street rights-of-way, and other factors, the Declarant reserves the right to approve all site plans and building set-back lines. The foregoing includes the right to require set-backs greater than required by the PUD Ordinance. For the purpose of determining compliance with the set-back requirements, loading docks shall be considered part of the building. Set-back lines previously established by Declarant may be modified or waived by the Declarant, and Declarant is not required to maintain the same set-back lines throughout the Property.

3.9 Parking and Driveways. On-site parking for each Parcel shall be provided meeting the requirements of all governmental authorities having jurisdiction. No use shall be made of any Parcel or any building constructed thereon which requires or is reasonably expected to require parking in excess of the parking capacity of the facilities maintained on the Parcel. Occupants of Parcels shall not be permitted to regularly park on streets or on any undeveloped Parcel within the

Property. Prior to completion of construction of a building on a Parcel, paved driveways shall be constructed of a design and type of material approved by Declarant.

3.10 Lighting. Exterior light sources shall be arranged or shaded to direct light away from residential areas and properties lying outside of the Property. No intermittent or flashing lights shall be allowed anywhere on the Property.

3.11 Equipment, Fuel Tanks, Garbage and Trash Receptacles. All above ground equipment, including heating, air conditioning or ventilation equipment, tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Parcels and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored or permitted anywhere within the Property, except inside buildings, or in refuse containers concealed from view.

3.12 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the property to provide potable water for use within any structures. No septic tank may be constructed on any Parcel. No waste water may be discharged on the open ground or into the marshlands or lakes. No water may be pumped or drained from any lake or marshland for use on any Parcel without the prior written consent of the Declarant, notwithstanding that all or a portion of the lake or marshland may be located within a Parcel.

3.13 Utilities. All electric, telephone, and other utility lines on the Parcels shall be underground. Where electric transformers, terminals, or other utility facilities are required by sound utility practice to be above ground, they shall be located behind a screening facility meeting the criteria set forth above.

3.14 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances that are visible from the exterior of the building shall be erected, constructed, or maintained on the exterior of any building or Parcel unless the location, size and design thereof have been approved by the Declarant.

3.15 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Parcel, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of Article VIII of this Declaration. Restoration of a building or other improvement to a previously approved architectural plan shall not require further approval under Article VIII hereof. All debris must be removed and the Parcel restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

3.16 Permits and Restrictions.

(a) General. Reference is made to the St. Johns River Water Management District ("SJRWMD") permit and the United States Army Corp of Engineers ("USACE") permit applicable to the Property, as amended and supplemented, (copies of which are on file in the offices of the Association). The Property is being developed in accordance with requirements of these permits and each Owner must comply with the terms of these permits in the development, use and ownership of its Parcel. All Owners of Parcels shall, by acceptance of title to the Parcel be deemed to have assumed the obligation to comply with the requirements of the foregoing permits as such relate to the Parcel. Except as required or permitted by the foregoing permits issued by the USACE and SJRWMD, no Owner of a Parcel shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Parcel which contains jurisdictional wetlands or conservation areas as established by the USACE or SJRWMD, unless and until such activity is authorized by or exempt from the requirements of USACE and SJRWMD permits. In the event that a Parcel Owner violates the terms and conditions of such permits and for any reason the Declarant or the Association is cited therefor, the Parcel Owner agrees to indemnify and hold the Declarant and the Association harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation.

(b) Wetland Jurisdictional Areas. The SJRWMD, its successors or assigns, shall have the right to enter upon the wetland jurisdictional areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions. The Owners of the Parcels on which wetland jurisdictional areas are located shall be responsible for the periodic removal of trash and other debris which may accumulate in those areas. The prohibitions and restrictions set forth in this section may be enforced by the SJRWMD or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this paragraph may not be amended nor released by Declarant or the Owners without prior approval from the SJRWMD. All right and obligations arising hereunder are appurtenances and covenants running with the land and shall be binding upon and shall inure to the benefit of the SJRWMD and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected by these restrictions, the Declarant shall have no further liability or responsibility hereunder.

(c) Stormwater Management System. No Person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Parcel is a member of the Association. The Declarant is a member of the Association for each Parcel owned and as to all portions of the Property owned by Declarant that have not been designated as Parcels. An Owner of more than one Parcel is entitled to one membership for each Parcel owned. Each membership appurtenant to a Parcel is transferred automatically by conveyance of title to that Parcel whereupon the membership of the previous Owner automatically terminates. Membership in the Association may not be transferred or encumbered except by the transfer of title to a Parcel.

4.2 Voting Rights and Classifications.

(a) General. Except as provided herein, voting rights within the Association shall be determined by the size of the Parcel to which the membership is appurtenant. Each Parcel shall have one vote for each acre (rounded to the nearest whole number) of "useable land" contained within the Parcel. "Useable land" means land not designated as jurisdictional wetlands by the SJRWMD or the USACE, and not contained within stormwater retention ponds or lakes. Provided however: (i) each Parcel shall have at least one vote; (ii) there shall be no fractional votes; (iii) Declarant shall have nine (9) votes for each acre (rounded to the nearest whole number) contained within Parcels owned by Declarant and contained within all portions of the Property owned by Declarant that have not been designated as Parcels.

(b) Parcel Subdivision. If a Parcel is subdivided other than by Declarant, the owners of each parcel or tract within the Parcel shall all be members of the Association, but the total votes allocated to the Parcel pursuant to the above described acreage allocation shall not change. All the owners within a Parcel shall execute and file with the secretary of the Association a certificate designating an authorized representative to vote on behalf of all such Owners or a certificate dividing the total number of votes allocated to the Parcel among the various subparcels. No fractional votes shall be permitted.

(c) Condominiums. If any Parcel shall be developed as a condominium or other form of development in which there is established an association of owners within the Parcel, then the total votes allocated to the Parcel pursuant to Section 1 of this Article shall not change and no fractional votes shall be permitted. Furthermore, the association shall be the sole member of the Association for such Parcel and shall exclusively exercise all membership privileges and voting rights appurtenant to such Parcel on behalf of the owners of units located thereon.

(d) Classification. The Association has two classes of voting membership:

(i) Class A. So long as there is Class B membership, Class A members are all Owners, except Declarant. Upon termination of Class B Membership, Class A members are all Owners, including Declarant so long as Declarant is a member of the Association.

(ii) Class B. The Class B member is Declarant. As set forth above, Declarant is entitled to nine (9) votes for each acre (rounded to the nearest whole number) within a Parcel owned by Declarant and nine (9) votes for each acre (rounded to the nearest whole number) contained within portions of the Property owned by Declarant and not designated as Parcels. The Class B membership will cease and be converted to Class A membership upon the happening of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; (ii) the date elected by Declarant in a written notice to the Association; or (iii) ten (10) years from the recording date of this Declaration.

(e) Voting Records. The Association shall maintain records setting forth the total votes in the Association, the number of votes allocated to each Parcel, the number of votes allocated to the Declarant and the Persons authorized to exercise voting rights within the Association. As Declarant conveys Parcels to other Persons, Declarant shall from time to time (but not less frequently than annually) advise the Association of the number of votes allocated to the Parcel conveyed and the number of the Parcels owned by Declarant, and the remaining acreage owned by Declarant. Upon the request of any Owner or mortgagee of a Parcel, the Association shall issue a certificate in recordable form stating the number of votes allocated to the Parcel and the total votes within the Association.

4.3 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

4.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives.

4.5 Amplification. For so long as there is a Class B membership, Declarant shall appoint the Board of Directors of the Association. Thereafter, the members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration, and the provisions of the Articles and By-Laws be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the provisions of this Declaration shall control anything in the Articles or By-Laws to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area. If any property is designated by the Declarant as a Common Area, then it shall be managed and maintained by the Association in accordance with the Governing Documents.

(a) Maintenance and Repair. Subject to the rights of the Declarant and the Owners as set forth in this Declaration, the Association has exclusive management and control of the Common Areas and all of the improvements located thereon, and all related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair as appropriate for its intended use. The Association's duties with respect to the Common Areas commence as of the date hereof

and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, roadways, lakes, water retention areas, equipment, and tangible personal property located within the Common Areas.

(b) Insurance. The Association shall keep any buildings, structures or other improvements that may be located on the Common Areas insured to the maximum insurable replacement value (excluding foundation and excavation costs) as determined by the Board of Directors, with coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas. The Association shall carry public liability insurance, officers and directors liability insurance, and such other insurance in amounts and with coverages as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

5.2 Parcel Maintenance. In the event an Owner of any Parcel shall violate the provisions of the Governing Documents pertaining to exterior construction, maintenance or repair, the Association, after reasonable notice specifying the violation and upon approval by not less than a majority of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Parcel, and to replace, repair, remove, maintain, or restore the Parcel and any improvements erected thereon to the condition required by this Declaration. The cost of such replacement, repair, removal, restoration or maintenance shall be added to and become part of the assessment to which such Parcel is subject, and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association. Additionally, all unpaid costs and interest shall be secured by a lien against the Parcel and shall be the personal obligation of the Owner of the Parcel in the same manner as herein provided for other assessments of the Association.

5.3 Stormwater Management.

(a) The Association shall maintain for the benefit of the Parcel Owners the Stormwater Management System constructed in the Property in accordance with permits issued by the SJRWMD, the USACE, or other governmental authorities having jurisdiction over the maintenance of surface water drainage facilities in a good and serviceable condition and in compliance with the requirements of the regulations of such governmental authorities. Maintenance of the Stormwater Management System means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be permitted or if modified, with the prior written approval of the SJRWMD. It is the Association's obligation to maintain these facilities, notwithstanding that all or a portion of the Stormwater Management System is located within one or more Parcels. Subject to the rights of such governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, waterfowl and animals within the retention and detention ponds and areas of the Stormwater Management System. The Association shall have the right to promulgate reasonable Regulations regulating the discharge of materials in the retention and detention ponds and areas of the Stormwater Management System, including fertilizers, chemicals and surface waters. The provisions of this paragraph do not supersede the provisions of this Declaration that require Owners to maintain their Parcels.

(b) Notwithstanding any other provisions to the contrary herein or elsewhere, the Association's responsibility to maintain at its sole expense the Stormwater Management System, may not be altered, mitigated, abated, terminated or otherwise lessened. This provision for maintenance shall inure to the benefit of governmental authorities having jurisdiction over said areas as well as the Owner of any property abutting said areas, and the governmental authority or Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the Stormwater Management System.

5.4 Common Maintenance Areas. The Association shall maintain, repair and replace as necessary, all improvements and landscaped areas initially constructed or installed by the Declarant and located within the Project Roadway and within the portion of Dames Point Crossing Boulevard that has been platted as Dames Point Crossing Unit One, and within publicly dedicated streets adjacent to the Property, which are not the maintenance responsibility of a governmental authority, or of a utility company owning or maintaining utility lines and facilities located therein or of the Owner of the Parcel abutting such streets or easement areas. The foregoing shall include by way of example: (i) the maintenance of any portion of a publicly dedicated street or right-of-way constructed of so called "paver" bricks or other materials that the governmental authorities will not agree to maintain; and (ii) the maintenance of any landscaped areas and decorative landscape features such as medians, guardrails, bridge railings, planter boxes, and landscape retainers located within the street right-of-way and designated by Declarant or the Association as a common maintenance item; and (iii) maintenance of any street lamps, signage, sidewalks, irrigation systems, or other facilities not maintained by governmental authorities and serving more than one Parcel; and (iv) signage identifying the Property. Nothing herein shall be construed to require the Association to maintain those portions of publicly dedicated streets or rights-of-way normally maintained by the governmental authority accepting the dedication.

5.5 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such personnel as the Board of Directors determines are necessary, convenient, or desirable for the proper performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the performance of the Association's responsibilities or the enforcement of the Governing Documents or the Association's Regulations.

5.6 Rules and Regulations. The Association from time to time may adopt, amend, rescind, and enforce reasonable Regulations governing the use of the Common Areas and other areas which the Association is responsible to maintain, so long as such Regulations are consistent with the rights and duties established by the Governing Documents. The validity of the Association's Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property. The Regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended by a majority of the membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement of any restriction or covenant imposed on the Property by this Declaration shall be effective without the written approval of the Declarant.

5.7 Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by the Governing Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.8 Access by Association. The Association, its agents, employees, or contractors have a right of entry on to each Parcel to the extent reasonably necessary to perform any duty imposed, or to exercise of any right granted, by the Governing Documents. Such right of entry must be exercised in a peaceful and reasonable manner and upon reasonable notice whenever circumstances permit.

5.9 Restriction on Capital Improvements. All capital improvements by the Association, except for replacement or repair of those items originally installed in the development of the Property and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.10 Reserves. The Association may establish and maintain adequate reserve funds for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Governing Documents. Reserves, as determined from time

to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. There are hereby established for each Parcel within the Property, and each Owner of any Parcel by acceptance of a deed or other conveyance of record title to a Parcel, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments, as defined in paragraph 6.2 of this Article; and
- (b) Special assessments for property taxes or capital improvements for the Common Areas, as defined in paragraphs 6.3 and 6.4 of this Article;
- (c) Specific assessments against particular Parcels that are established pursuant to any provisions of the Governing Documents, as provided in paragraph 6.6 of this Article; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

6.2 Annual Assessment.

(a) Purpose. The annual assessment levied by the Association shall be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Areas, Common Maintenance Areas, and other areas to be maintained by the Association, including without limitation, the Stormwater Management System and the performance of the Association's responsibilities and exercise of the Association's rights as established in the Governing Documents. The Board of Directors may include in the annual assessments reserves to provide for the repair, replacement and improvement of capital improvements within the Common Areas or capital improvements that are the maintenance obligation of the Association.

(b) Amount. The Board of Directors shall prepare an annual budget for each fiscal year of the Association setting forth anticipated expenses of operating, maintaining and repairing the Common Areas and performing the Association's duties, as set forth above. The Directors shall deliver a copy of the proposed budget to each Owner not less than ten (10) days prior to the meeting of the Directors at which the proposed budget will be reviewed and adopted. Any Directors meeting at which the budget or assessments are to be considered shall be open to Owners and notice thereof, stating the purpose, time and place of the meeting, shall be given not less than ten (10) days before such meeting. The amount of the annual assessment for each Parcel shall be determined by the Board of Directors as hereinafter provided, and the assessment shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner; but the failure to give notice will not invalidate any otherwise proper assessment. In the absence of Board action to fix an annual assessment for the next fiscal year, the annual assessment then in effect will continue until the Board adopts a new budget and fixes assessments thereunder.

(c) Commencement of Annual Assessment. Except as hereinafter provided regarding Declarant owned Parcels, the annual assessment begins as to all Parcels within the Property on the first day of the month following substantial completion of construction of the Project Roadway. The first annual assessment against any Parcel shall be prorated according to the number of months then remaining in the fiscal year.

(d) Declarant Limitation. Any Parcel or other portion of the Property owned by Declarant which is not improved and being occupied for uses permitted hereunder is exempt

from assessments under this Article for so long as the Declarant shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Declarant and the total expenses of the Association during the applicable period. Deficits shall be funded only as they are actually incurred by the Association. The Declarant may at any time by notice to the Association elect to cease paying any portion of the deficit of the operating expenses of the Association under the provisions of this paragraph. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Declarant owned Parcel, the Parcel shall be assessed in the applicable amount then payable by the Class A members of the Association, prorated as of, and commencing with, the date of transfer of title.

6.3 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes levied on the Common Areas, and shall assess each Owner of a Parcel as part of the annual assessment for the anticipated cost thereof. If the amount collected from annual assessments is insufficient to pay the taxes, then the Board may levy a special property tax assessment and assess each Owner of a Parcel for his share thereof based on the Parcel's Fraction (as hereinafter defined). In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or in installments as determined by the Board. Each year the Board shall determine whether such special assessment shall be levied, and its amount, after receiving notice of the amount of taxes due.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessment, the Association may assess each Owner of a Parcel in any fiscal year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement on the Common Areas or which is the maintenance responsibility of the Association, including fixtures and related personal property, provided that such assessment is approved by two-thirds (2/3) of the votes of Owners of Parcels present in person or by proxy and eligible to vote at a meeting duly convened for such purpose.

6.5 Calculation of Assessments for Parcels. The amount of the assessments under sections 6.2, 6.3 and 6.4 allocable to each Parcel shall in each case be determined by multiplying the total budget adopted by the Board of Directors by a fraction (the "Parcel Fraction"), which has a numerator equal to the number of votes allocated to such Parcel under section 4.2(a) hereof and a denominator equal to the total number of votes for all Parcels in the Association; provided however, for purposes of determining the Parcel Fractions the number of votes attributed to a Parcel owned by Declarant shall be calculated by allocating one vote for each acre (rounded to the nearest whole number) contained within the Parcels without reference to paragraph 4.2(a)(iii). If any Parcel shall be subdivided by a person other than Declarant, then the Association shall allocate a part of the Parcel Fraction to each sub-parcel based on the voting allocation certificate described in paragraph 4.2(b), or as otherwise directed in a certificate signed and delivered to the Association by the owners of all sub-parcels within the Parcel, or in the absence of both certificates in accordance with the relative square footage of each sub-parcel.

6.6 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or any act or omission of the Owner or any occupant of such Owner's parcel which is corrected or cured by the Association as permitted by the Governing Documents, also may be assessed by the Association against such Owner after the Owner fails to pay it when due and such default continues for thirty (30) days after written notice.

6.7 Certificates of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the assessments against a Parcel have been paid and, if not, the unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding on the Association as of the date of issuance.

6.8 Lien for Assessments. All sums assessed to any Parcel, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on the

Parcel in favor of the Association. This lien shall be effective upon recording a claim of lien in compliance with Law, which shall continue in effect until all sums secured by the lien have been paid in full, or as otherwise limited by Law. Claims of lien shall be signed by an officer of the Association. The Association's lien is subject and inferior to the lien for all sums secured by any recorded mortgage, deed of trust or similar document securing an indebtedness, held by an Institutional Mortgagee, unless a claim of lien for delinquent assessments has been recorded prior to the recording of such mortgage, deed of trust or similar document. Except for liens for all sums secured by such Institutional Mortgage, all other lienors acquiring liens on any Parcel after this Declaration is recorded are deemed to consent that their liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien.

6.9 Remedies of the Association.

(a) General. Any assessment not paid within 30 days after its due date bears interest at a uniform rate from time to time established by the Board of Directors not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida nor less than ten percent (10%) per annum. The Owner of a Parcel at the time an assessment is levied shall remain personally responsible for payment of same, notwithstanding the subsequent sale of the Parcel. The Association may bring an action at law to collect delinquent assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, assessment, and/or foreclose its lien against such Owner's Parcel. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Areas, or by abandonment of such Owner's Parcel. A suit to recover a money judgment for unpaid assessments may be maintained without waiving, or otherwise impairing the security of the Association's lien, or its priority. The Association may pursue deficiency judgments against an Owner personally responsible for payment of assessments.

(b) Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Parcel that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the parcel foreclosed, or to acquire such Parcel by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Parcel as an owner; but for purposes of resale only.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Compliance. Each Owner shall comply with the provisions of the Declaration and the reasonable rules and regulations of the Association and shall not construct or install, or permit to continue to exist, any building, structure or other improvement that violates the restrictions of the Declaration, or use, or permit the use of, a Parcel in a manner that violates these restrictions.

7.2 Parcel Maintenance. The Owner of each Parcel shall at all times keep the premises, buildings, improvements, parking lots, appurtenances, and landscaping located on his Parcel in conformance with the provisions of the Declaration and in a well maintained, safe, clean, and attractive condition and in compliance with all government, health, safety and police requirements. Owner's of unimproved parcels shall mow weeds or grass not less frequently than twice a year. The Association may, with an Owner's consent, contract for the regular mowing of vacant Parcels and assess the Owner for the cost thereof. The Owner of any Parcel having frontage on, or containing within the Parcel boundaries, any drainage area or green area, shall keep the drainage area or green

area free of trash and debris and, in the case of a drainage area, free of obstructions that would hinder the drainage.

7.3 Off-Site Maintenance. As more fully described in Article III hereof, each Owner of improved Parcels shall maintain the landscaping within the area between the property line of the Parcel and the curb or paved portion of any street or right-of-way upon which the Parcel abuts, including without limitation regular irrigation, fertilization and mowing.

7.4 Unoccupied Premises. Owners of improved parcels that are temporarily or permanently not open for business shall nonetheless maintain the buildings, landscaping, parking lots or other improvements in compliance with the requirements of this Article.

7.5 Damage. Each Owner shall be responsible and shall pay to the Declarant or the Association as the case may be, the cost of correcting any damage caused by the Owner, its agents, employees or contractors to any portion of the Property, or any equipment or improvements located thereon or any adjacent lands, streets or ways, including but not limited to Parcels, paved streets, curbs, gutters, storm and sanitary sewer lines, telephone lines, water lines, electrical lines, gas lines, trees and landscaped areas. Declarant or the Association may, but shall not be obligated to, repair any such damage, and the Owner shall promptly reimburse Declarant or the Association for all expense incurred together with interest thereon at the rate of fifteen percent (15%) per annum from the date the expense is incurred. If an Owner within thirty (30) days from receipt of written notice from Declarant or the Association has not promptly repaired and paid any damages or reimbursements, Declarant or the Association shall be entitled to institute legal proceedings for damages or specific performance to enforce the provision of this paragraph, and additionally shall be entitled to record a lien against any Parcel of the Owner in the amount of the damages sustained.

7.6 Removal of Debris. Each Owner agrees, during construction activities to remove stumps, trees, debris and all other waste from the Property and to keep the building site in an orderly condition. Each Owner agrees for themselves and their contractors not to dump said debris or waste in any area of the Property. Each Owner agrees to promptly repair any damage to Common Areas, streets, curbs, gutters or other improvements to the Property caused by his agents or contractors, and to return the dirt carried by the construction vehicles from the building site to the road. If an Owner fails to comply with this paragraph, Declarant or the Association at their sole discretion may remove such debris and shall have all of the rights and remedies provided for under paragraph 7.4 hereof.

7.7 Association Authority. If any Owner shall refuse or fail to timely perform the obligations and responsibilities set forth in this Article or otherwise fail to comply with the provisions of the Declaration, the Association may give the Owner written notice specifying the violation of the restrictions of this Declaration, or the maintenance or repair item required, or such other matter as is the basis for the default by the Owner. Each owner shall within thirty (30) days of the Association's notice cure or commence to cure those items that cannot be reasonably cured in thirty (30) days. If any Owner refuses or fails to timely comply with his obligations and responsibilities after the aforesaid notice, then the Association, upon the affirmative vote of a majority of the Board of Directors, may perform the Owner's obligations as specified in the notice from the Association at the Owner's expense and the cost thereof plus interest at the rate from time to time established by the Board of Directors shall be assessed against such Owner's Parcel as elsewhere provided in this Declaration. Except in cases of an emergency, the Owner of the Parcel shall be given reasonable notice of the Board of Director's meeting and an opportunity to be heard regarding the alleged violations or noncompliance.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Intent and Operation. It is the intent of the Declarant to preserve and enhance the value of the Property and insure that the completed buildings and structures complement and are harmonious with the existing buildings and the development plan for the Property. Accordingly, Declarant has reserved the architectural review and approval rights set forth in this Declaration. The Declarant, its successors or assigns, for so long as it owns any unimproved Parcels, and thereafter the Board of Directors of the Association, shall exercise the architectural review and approval rights

reserved herein. Prior written approval from the Declarant is required for the initial construction of all improvements on a Parcel including parking lots, driveway, walk, fences and landscaping, and all alteration (including color changes), additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any previously approved buildings or structure or Parcel, including the installation and usage of signs. The architectural controls have been established by the Declaration to: (i) assure harmony of exterior design and location in relation to surrounding buildings and topography; (ii) to protect and conserve the value and desirability of the Property as a business park; and (iii) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements, subject to normal wear and tear that cannot be avoided by normal maintenance. The power to regulate includes the power to prohibit, and to require the removal of, those exterior appearances, uses or activities in violation of the provisions of this Declaration.

* 8.2 Applications. All applications to the Declarant or the Association for review and approval must be signed by the Owner and accompanied by two sets of detailed and complete plans and specifications for all aspects of the construction or alteration including elevations, exterior color schemes, locations and orientation on the Parcel, set back lines, sizes, grading and landscaping plans and a tree survey of existing hardwood trees with a trunk diameter of four (4) inches or more at four (4) feet above natural grade level. The plans and specifications shall be prepared by an architect licensed to do business in Florida for the specific use of the Owner on the subject Parcel. The application shall include samples of exterior building materials as may be reasonably required by the Declarant or the Association. The Declarant or the Association shall issue a dated, written receipt to the applicant when it has received a complete application. If the Declarant or the Association does not approve or disapprove any application within thirty (30) days after the date of the receipt, the approval will be deemed given as to all persons without knowledge of any violation of the architectural criteria, except the Owner creating such violation. In all other events, the Declarant or the Association's approval must be in writing.

8.3 Inspection. The Declarant or the Association or their designates shall have the right, but not the obligation to inspect construction or alteration work to assure compliance with the approved plans and specifications and shall, if requested, issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration.

8.4 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association neither the Declarant nor the Association members shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or withheld. Approval of any plans does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the appropriate governmental authorities.

8.5 Chain Operations. It is recognized that an Owner or its tenant may from time to time conduct business on a Parcel as part of a "chain operation" and that the architectural approval of such "chain operations" shall also be subject to the provisions of this paragraph.

(a) Definition. For this purpose, a "chain operation" shall be defined as any coordinated enterprise (whether under common or affiliated ownership or management, or under franchise or similar arrangement) having a standardized appearance and mode of operation, and having at least ten (10) other separate business locations in operation at the time the Owner or tenant seeks to begin doing business on the Property as part of such chain.

(b) Effect. If an Owner or tenant (for this purpose, the "Chain Operator") demonstrates to the reasonable satisfaction of Declarant (or the Association following assignment from the Declarant) that it qualifies as a chain operation within the foregoing definition, it shall still be required to submit its plans for architectural review in accordance with paragraphs 8.1 and 8.2 above. However, neither Declarant nor the Association (following assignment from the Declarant) shall be entitled to reject any alteration,

improvement or other aspect of the Chain Operator's plans that is a "chain requirement," although they may offer their suggestions or advice to the Chain Operator as to such matters. For this purpose, "chain requirements" shall mean those alterations, improvements or specific items of the plans, such as building shape, size, architectural theme, exterior colors, exterior materials, exterior building accoutrements, and exterior signage or logos, that identify or provide public recognition of the "chain operation", and are expressly governed by the chain's written or graphic standards and are then in use in the same manner as the Chain Operator has proposed at no less than a majority of the chain's other business locations or in a majority of the chain's operations in the Jacksonville, Florida metropolitan area. The foregoing does not prohibit the Declarant or the Association from requiring architectural enhancements or compliance with building standards to maintain harmony with other buildings in the Property. The Chain Operator shall provide evidence to the Declarant or the Association of the "chain requirements" and their use in at least a majority of the other business locations or in a majority of the chain's operations in the Jacksonville, Florida metropolitan area. If the plans and specifications and submittal otherwise comply with the provisions of this Article, the Declarant or the Association shall issue its written approval, which shall identify those components of the "chain requirements" that would not have been approved but for the provisions of this paragraph 8.5

(c) Construction; Maintenance. Once the Chain Operator's plans have been reviewed and approved in the manner described in (b) above, the Chain Operator shall construct and thereafter maintain its improvements in accordance with such approved plans and the standards set forth in this Declaration.

(d) Loss of Status. If the Chain Operator's business establishment on the Property should cease to qualify as a chain operation after the Chain Operator has received initial review and approval of its plans in accordance with this Article VIII and has begun construction of its improvements, the Chain Operator may nevertheless complete that construction and conduct its business on the Property in accordance with those approved plans. However, should the Chain Operator thereafter desire to expand, alter, renovate or reconstruct its improvements in any way that would be visible from an adjoining Parcel, the Project Roadway, or Common Area, and if at that time the Chain Operator's business does not qualify as a chain operation, the Chain Operator shall first be required to obtain the architectural approval of Declarant or the Association in accordance with paragraphs 8.1 and 8.2 above, without regard to the provisions of this paragraph 8.5.

(e) Compliance with Laws. Notwithstanding the foregoing, all proposed "chain requirement" improvements or modifications must comply with all zoning, building code and other governmental requirements, and no approval shall be required to be issued under this Article until evidence of such compliance has been provided to Declarant or the Association, as the case may be.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement.

(a) The Declarant, the Association, or any Owner, has the right to enforce, by any appropriate legal proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Governing Documents. If the Association is the prevailing party in any litigation involving the Governing Documents or any of the Association's Regulations against any Owner, other than Declarant, then the Association may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Declarant, unless otherwise required by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Parcel, in the manner provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is a prevailing

party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Declarant, Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

(b) Commercial Reasonableness. With reference to the requirements of Articles III and VIII hereof, the Declarant and (following assignment to the Association) the Association shall use a standard of commercial reasonableness in applying, interpreting and enforcing the architectural review and approval provisions hereof.

(c) St. Johns River Water Management District. The SJRWMD shall have the right to enforce by proceeding at law or in equity, the provisions contained herein that relate to the maintenance, operation, and repair of the Stormwater Management System.

9.2 Term and Renewal. The grantee of any deed conveying the Property, a Parcel, or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded. The provisions of this Declaration automatically shall be extended for successive renewal periods of ten years each, unless Owners entitled to exercise at least sixty-seven percent (67%) of the vote within the Association elect not to reimpose them as evidenced by an instrument executed and recorded by such Owners during the six months immediately preceding the beginning of any renewal period.

9.3 Extension. Upon the approval of sixty-seven percent (67%) of both classes of the membership, the Declarant, or any Person to whom Declarant has specifically assigned its rights and obligations hereunder, may from time to time extend all or some of the provisions of this Declaration to other lands. The extension may be accomplished by an amendment of this Declaration or a supplemental declaration that makes specific reference to this Declaration. In either case, the extension shall be effective upon the recordation of the amendment or supplemental Declaration signed by Declarant and the Association. Any extension of this Declaration may add additional lands to the Common Areas and may impose additional restrictions on any lands to which this Declaration is extended.

9.4 Withdrawal. For so long as the Declarant shall own any portion of the Property, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Property in the Declarant's sole discretion, provided Declarant owns the withdrawn land or the Owner thereof consents to the withdrawal. The prior sentence notwithstanding, in the event the withdrawal of such lands shall violate any exclusivity rights imposed by this Declaration or other recorded document or shall materially and adversely affect access to or from any Parcel or utility services or drainage benefitting any Parcel, then Declarant shall not have the right to withdraw such lands without the consent of the Owner of the Parcel, which is so affected. Any such lands withdrawn from this Declaration, may thereafter be resubmitted by Declarant as part of the Property, provided Declarant owns the withdrawn land or the Owner thereof consents to the resubmission. Addition of land to and withdrawal of land from the Property shall be evidenced by recording a deed or supplementary declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal and which shall be executed by or consented to only by Declarant and the Owner of the land, if not Declarant, and the holders of any mortgages on such lands.

9.5 Amendment.

(a) Declarant. For so long as Declarant is the record owner any part of the Property, the Declarant reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person to amend this Declaration: (i) to comply with any requirements of a governmental agency, Institutional Mortgagee, or other Person willing to make, insure or purchase mortgage loans secured by a Parcel; or (ii) to cure any ambiguity

or error in this Declaration or the other Governing Documents, or any inconsistency between these provisions and the other Governing Documents or any recorded plat; or (iii) to comply with the requirements of any governmental authority regulating the use or development of the Property, including agencies or authorities issuing building permits, water management permits or environmental permits; or (iv) to modify the development plan for the Property provided that no such amendment shall materially adversely interfere with the rights and privileges of other Parcel Owners without the written consent of affected Parcel Owners; or (v) to make reference to a recorded Plat or Final Engineering Plans, including without limitation, attaching a reduced copy of the Final Engineering Plans or a proposed or recorded Plat of the Property.

(b) General. Subject to specific amendment provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended: (i) by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by those Owners, including Declarant, holding not less than two-thirds (2/3) of the total votes from time to time existing within the Association; and (ii) with the joinder of Declarant in such instrument, for so long as Declarant is the record owner of any part of the Property. Provided, however, no amendment of paragraph 8.5 hereof shall be effective without the joinder of all of the then current Owners qualifying as "Chain Operators" under paragraph 8.5. No amendment shall be effective until recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

(c) Stormwater Management System. Any amendment which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the SJRWMD.

9.6 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, construed, applied, or enforced 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 whatever it or they determine to be necessary, convenient, or desirable to complete development of the Property.

9.7 Assignment. Declarant may assign to any Person all or some of the rights, privileges and exemptions granted herein to Declarant in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.5 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant

9.8 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations and applicable permit requirements, including without limitation, the SJRWMD Permits, in each instance where an improvement has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the improvement encroaches upon any easement area or the Common Area or otherwise violates or would violate any provision of this Declaration, Declarant reserves for itself the right to release the encroachment or violation and to grant an exception to permit the encroachment or violation by the structure without the consent or joinder of any person irrespective of who owns the affected lands, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Parcels, and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected property.

9.9 Rights of Institutional Mortgagees. Any Institutional Mortgagees have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Governing Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any Institutional Mortgagee shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Governing Documents. Additionally, any such Mortgagee, insurer, or guarantor of a first Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Parcel encumbered by its Mortgage; (ii) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Parcel encumbered by its Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.10 Severability. Invalidation of any particular provision of the Governing Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Governing Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9.11 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association or the Declarant shall be sent in the manner described above to the registered office of the Association or the Declarant.

9.12 Delegation to Association or Owners. At any time and from time to time, Declarant may transfer or assign to the Association, its successors or assigns, all or a part of the rights and privileges herein reserved to Declarant. If at any time the Association is dissolved, and its rights, privileges, duties and obligations have not been assumed by another association of Owners having legal capacity, then: (a) all the rights, privileges, duties and obligations that would have been exercised or performed by the Board of Directors of the Association, may be exercised or performed by a committee elected or appointed by the Owners of Parcels constituting a majority of the acres within the Property; and (b) all matters under the Governing Documents requiring the approval of the Owners as members of the Association, may be approved by the Owners of a majority (or greater percentage where applicable) of the acres within the Property.

9.13 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days, and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Common Areas", and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and

other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Governing Documents.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the date first stated above.

Bert C. Simon
Print Name Bert C. Simon

William R. Cesery, Jr.
William R. Cesery, Jr., as Trustee of the
Vesta H. Cesery QTIP Trust #2

Nancy E Mangus
Print Name Nancy E Mangus

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of May, 2003 by William R. Cesery, Jr., as Trustee of the Vesta H. Cesery QTIP Trust #2, on behalf of the Trust. He is personally known to me or has produced _____ as identification.



Bert C. Simon
Notary Public, State of Florida
Bert C. Simon
Print Name
My Commission Expires:

LIST OF EXHIBITS

- Exhibit "A" Property (overall legal description of land subject to the Declaration)
- Exhibit "B" Project Roadway
- Exhibit "C" Site Plan of Dames Point Crossing

May 20, 2003

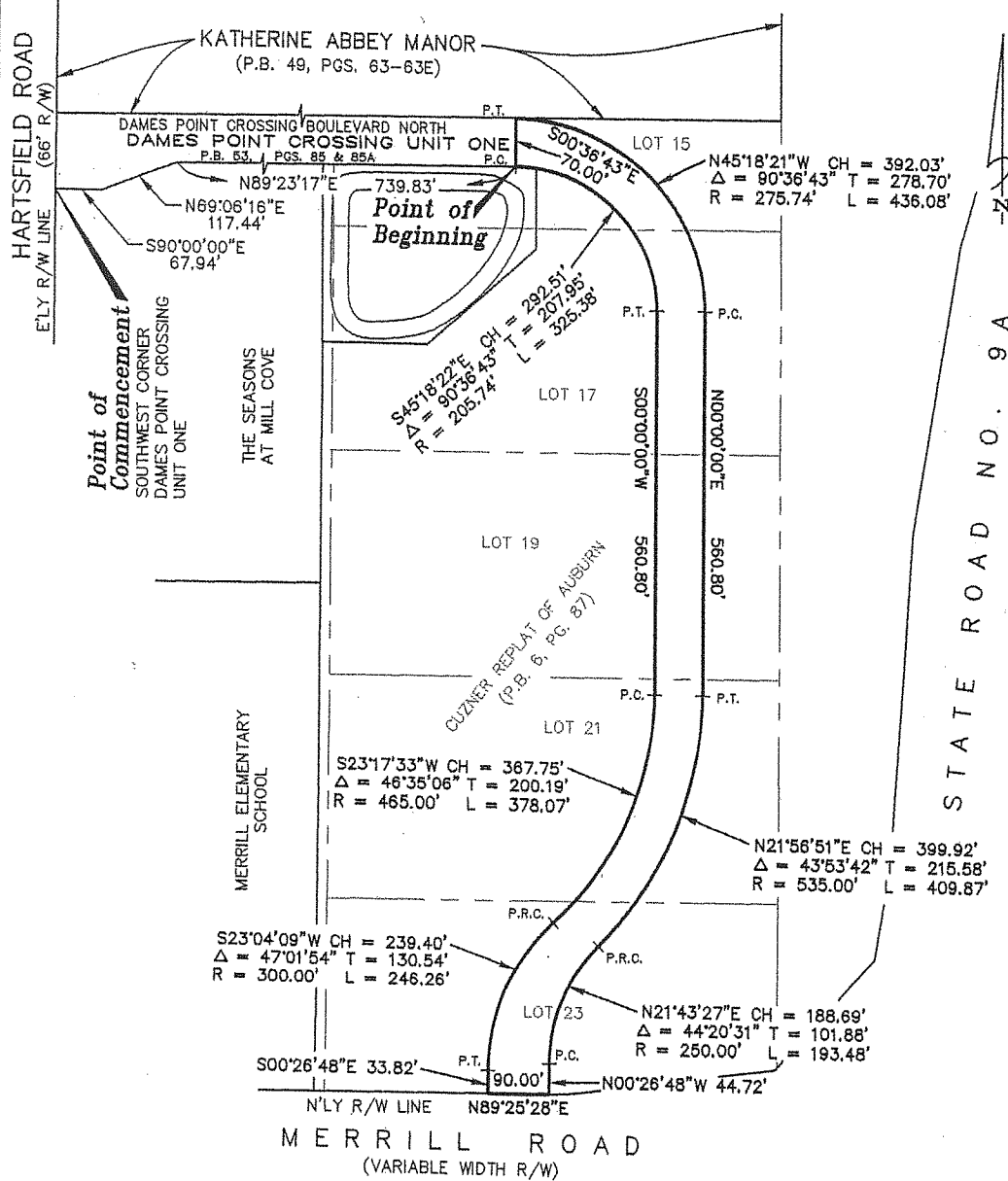
ALL OF LOTS 17, 19, AND 21, A PORTION OF LOTS 15, 16, AND 23, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT PARTICULAR 30.00 FOOT RIGHT OF WAY AS SHOWN ON SAID PLAT OF CUZNER REPLAT OF AUBURN, FURTHER TOGETHER WITH A PORTION OF SECTION 1 TOWNSHIP 2 SOUTH, RANGE 27 EAST, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1, ALSO BEING THE CENTERLINE INTERSECTION OF MERRILL ROAD (AN 80.00 FOOT RIGHT OF WAY ACCORDING TO S.R.D. RIGHT OF WAY MAP, SECTION 72515-2601 DATED 4-5-74) AND THE CENTER LINE OF HARTSFIELD ROAD (A 66.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 00°21'32" EAST ALONG THE WEST LINE OF SAID SECTION 1, ALSO BEING THE CENTER LINE OF SAID HARTSFIELD ROAD, A DISTANCE OF 784.65 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1616, PAGE 175 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°24'31" EAST ALONG LAST SAID LINE, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID HARTSFIELD ROAD; THENCE NORTH 00°21'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 503.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°21'32" EAST ALONG LAST SAID LINE, 110.00 FEET TO THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 16; THENCE NORTH 89°23'17" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY PROLONGATION THEREOF, ALSO BEING THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 15, A DISTANCE OF 1304.69 FEET TO THE WEST LINE OF THOSE LANDS DESIGNATED AND DESCRIBED AS PARCEL 1, AND RECORDED IN OFFICIAL RECORDS VOLUME 242, PAGE 314, OF SAID CURRENT PUBLIC RECORDS, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 1; THENCE NORTH 00°05'49" WEST ALONG LAST SAID LINE, AND ALONG THE WESTERLY LINE OF THOSE LANDS DESIGNATED AND DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS VOLUME 242, PAGE 314, OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1141.87 FEET TO THE NORTH LINE OF SAID NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 1, ALSO BEING THE NORTHERLY LINE OF SAID LANDS DESIGNATED AS PARCEL 2 AND DESCRIBED IN OFFICIAL RECORDS VOLUME 242, PAGE 314; THENCE NORTH 89°22'03" EAST ALONG LAST SAID LINE, AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1 AND DESCRIBED IN OFFICIAL RECORDS VOLUME 242, PAGE 314 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 361.11 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A, DAMES POINT EXPRESSWAY, (ACCORDING TO JTA RIGHT OF WAY MAP, SECTION 72002-3510, DATED 2-6-85 AND LATEST REVISED DATE OF 4-25-86), THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9-A, DAMES POINT EXPRESSWAY RUN THE FOLLOWING NINE(9) COURSES AND DISTANCES: COURSE NO. 1; SOUTH 19°20'13" WEST, 323.60 FEET; COURSE NO. 2; SOUTH 11°28'50" EAST, 628.26 FEET; COURSE NO. 3; SOUTH 15°51'56" WEST, 61.09 FEET; COURSE NO. 4; SOUTH 15°40'18" WEST, 358.19 FEET; COURSE NO. 5; SOUTH 09°06'38" WEST, 426.54 FEET; COURSE NO. 6; SOUTH 03°34'01" WEST, 493.51 FEET; COURSE NO. 7; SOUTH 09°20'38" WEST, 131.30 FEET; COURSE NO. 8; SOUTH 40°54'52" WEST, 219.95 FEET; COURSE NO. 9; SOUTH 81°55'39" WEST, 306.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID MERRILL ROAD; THENCE SOUTH 89°25'28" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MERRILL ROAD, A DISTANCE OF 368.58 FEET TO THE CENTER LINE OF AFORESAID 30.00 FOOT RIGHT OF WAY AS SHOWN ON SAID CUZNER REPLAT OF AUBURN; THENCE NORTH 00°07'51" EAST, ALONG LAST SAID LINE, 1357.92 FEET; THENCE SOUTH 89°23'17" WEST, 458.70 FEET; THENCE SOUTH 69°06'16" WEST, 117.44 FEET; THENCE NORTH 90°00'00" WEST, 67.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF LAND DESCRIBED ON THE PLAT OF DAMES POINT CROSSING UNIT ONE RECORDED AT PLAT BOOK 53, PAGES 85 and 85A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

MAP SHOWING

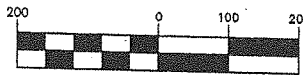
Book 11118 Page



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF MERRILL ROAD AS SHOWN ON THE S.R.D. RIGHT-OF-WAY MAP, SECTION 72515-2601, DATED 4-5-74.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. X-REF: CLARY & ASSOC. FILE NO. R2-16C, R7-5F & R7-7E

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

SHEET 1 OF 2 SHEETS
SEE SHEET 2 FOR DESCRIPTION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, FLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

JOB No. 2003-226
DRAFTER: JRS

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 280-2703 LB NO. 3731



LEGEND

- R/W = RIGHT-OF-WAY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- ORV = OFFICIAL RECORDS
- VOLUME
- PB = PLAT BOOK
- PG(S) = PAGE(S)
- L = ARC LENGTH
- T = TANGENT
- R = RADIUS
- CH = CHORD
- Δ = DELTA

DATE MAY 13, 2003

SCALE 1" = 200'

CHECKED BY:

GREGORY B. CLARY, P.L.S. CERT. NO. 3377

MAP SHOWING

Page 146
Book 11118

A PORTION OF LOTS 15, 17, 19, 21 AND 23, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF DAMES POINT CROSSING UNIT ONE, AS RECORDED IN PLAT BOOK 53, PAGE 85 AND 85A, OF SAID CURRENT PUBLIC RECORDS; THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID DAMES POINT CROSSING UNIT ONE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 90°00'00" EAST, 67.94 FEET; COURSE NO. 2: NORTH 69°06'16" EAST, 117.44 FEET; COURSE NO. 3: NORTH 89°23'17" EAST, 739.83 FEET, TO THE SOUTHEAST CORNER OF SAID DAMES POINT CROSSING UNIT ONE, ALSO BEING THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST, AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 205.74 FEET, AN ARC DISTANCE OF 325.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°18'22" EAST, 292.51 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" WEST, 560.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, AN ARC DISTANCE OF 378.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°17'33" WEST, 367.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 246.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°04'09" WEST, 239.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°26'48" EAST, 33.82 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MERRIL ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°25'28" EAST, ALONG LAST SAID LINE, 90.00 FEET; THENCE NORTH 00°26'48" WEST, 44.72 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 193.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°43'27" EAST, 188.69 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 409.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°56'51" EAST, 399.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, 560.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.74 FEET, AN ARC DISTANCE OF 436.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°18'21" WEST, 392.03 FEET, TO THE NORTHEAST CORNER OF THE AFORESAID PLAT OF DAMES POINT CROSSING UNIT ONE, AND THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°36'43" EAST, ALONG THE EASTERLY BOUNDARY OF SAID DAMES POINT CROSSING UNIT ONE, A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.64 ACRES, MORE OR LESS.

FOR: WILLIAM R. CESERY, JR.;
AUTOMOTIVE REAL ESTATE, INC.;
GARTNEK, BROCK AND SIMON;
CHICAGO TITLE INSURANCE COMPANY;
BURR & FORMAN

AMENDED: 5-20-2003

SHEET 2 OF 2 SHEETS

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. JOB No. 2003-225
DRAFTER: JRS

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 91017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

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- LEGEND**
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 - Δ = DELTA

DATE MAY 13, 2003
SCALE 1" = 200'
CHECKED BY:

Gregory B. Clary
GREGORY B. CLARY, P.L.S. CERT. NO. 3377

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

Doc# 2004240397
Book: 11949
Pages: 476 - 490
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07/23/2004 10:41:25 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 61.00
TRUST FUND \$ 8.00
REC ADDITIONAL \$ 60.00

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
DAMES POINT CROSSING**

This First Amendment is made as of this 12th day of July, 2004 by William R. Cesery, Jr., as Trustee for the Vesta H. Cesery QTIP Trust #2 ("Declarant").

PRELIMINARY STATEMENT

(15)
129-

By that Declaration of Covenants and Restriction for Dames Point Crossing (the "Declaration") dated May 21, 2003 and recorded in Official Records Book 11118, page 122 of the Public Records of Duval County, Florida, the Declarant imposed upon the lands more particularly described on Exhibit "A" hereto and identified in the Declaration and in this Amendment as the "Property" certain covenants, restrictions and easements. Under paragraph 9.5(a), Declarant reserved the right to amend the Declaration without the joinder or consent of any Owner, the Association, or any other person: (i) to modify the development plan for the Property provided that no such amendment materially adversely interferes with the rights and privileges of other Parcel Owners without their written consent; and (ii) to make reference to or attach a reduced copy of a recorded Plat of the Property. The Property has now been platted as a nine (9) lot commercial subdivision known as Dames Point Crossing Unit Two according to the Plat thereof recorded in Plat Book 57, pages 15, 15A through 15F, of the Public Records of Duval County, Florida (the "Plat"). Declarant is the owner of the lands identified as Lots 1 through 7 on the Plat. The Declarant desires to amend the Declaration to add a reduced copy of the Plat, to provide for access easements across portions of Lots 1 through 7 of the Plat, to provide for the maintenance of common Property signs, and other matters set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Declarant amends the Declaration as follows:

1. Plat. The site plan attached to the Declaration as Exhibit "C" is deleted and is replaced by the reduced copy of the Plat attached to this Amendment as Exhibit "C". The term "Lot" when used in this Amendment and exhibits hereto shall have the same meaning as the definition of "Parcel" in the Declaration.

2. Ingress and Egress Easements. Paragraph 2.2 of the Declaration is renumbered as paragraph 2.2(a) and a new subparagraph 2.2(b) is added so that paragraph 2.2 is amended to read in its entirety as follows:

2.2 Ingress and Egress Easements.

(a) Declarant hereby grants to the Association and the Owners non-exclusive perpetual easements appurtenant to each Parcel for ingress and egress across the Project Roadway for pedestrian and vehicular traffic to and from the Parcels to publicly dedicated rights-of-way. The foregoing easement shall inure to the benefit of the Association and the Owners of the Parcels, and their respective invitees, guests, lessees, successors and assigns, the holders of mortgages encumbering their Parcels, United States mail carries, couriers and package delivery personnel, fire protection and emergency personnel, police and other authorities of Law, representatives and personnel of utilities and refuse collection services and other public or utility personnel requiring access to provide services to such lands (collectively the "Permitted Users"). Nothing herein shall be deemed to create any easements or rights in the general public, and Declarant reserves to itself and the Association the right to deny access to any Person who is not authorized to enter onto the Property, or who has or may be reasonably expected to cause a disturbance, nuisance or damage to the Property.

(15)

150203502

(b) Declarant hereby grants to the Association and the Owners of Lots 1 through 7 of the Plat and their Permitted Users non-exclusive perpetual easements appurtenant to each Lot for ingress and egress across those portions of the Property upon which are constructed from time to time driveways, streets or similar passage ways for pedestrian and vehicular traffic to and from the Lots to other Lots and to the Project Roadway; provided however, the easement over Lot 7 is limited to only the area necessary to utilize the curb cut located approximately on the Lot 6 and Lot 7 property line and does not extend to the remainder of Lot 7. The Owner of each Lot shall have the right to relocate the driveways, streets, or passage ways located on his Lot, provided that the driveway curb cut locations between Lots as initially approved by Declarant under Article VIII of the Declaration may not be relocated, unless approved by Declarant, for so long as Declarant owns any portion of the Property, and thereafter by the Association and the Owners of the adjacent Lots connected by the driveway to be relocated. The five (5) feet landscaping easement required along each side Lot line by paragraph 3.4 of the Declaration does not apply to the area where driveways cross side Lot lines.

3. Project Signs.

(a) Declarant has constructed or will construct at Developer's cost and expense three (3) signs identifying the Project, which are collectively identified herein as "Project Signs" and described as follows. Project Sign A is a monument sign located at the intersection of Dames Point Crossing Boulevard and Hartsfield Road. Project Sign B is a monument sign located at the intersection of Dames Point Crossing Boulevard and Merrill Road. Project Sign C is a pylon sign located on the Lot line between Lots 3 and 4 of the Plat together with a one foot strip of land on the easternmost portions of Lots 1 through 6, and more particularly described on Exhibit "B" hereto, which is to be owned jointly by the Owners of Lots 1 through 6 of the Plat as tenants in common. In addition to the three Project Signs identified above: (i) there is a pylon sign located on Lot 5 near the right of way of State Road 9A that belongs to and is the maintenance responsibility of the Owner of Lot 8 (the "Crest Sign Parcel"); and (ii) the Owner of Lot 7 sign has the right to construct a pylon sign on Lot 7 which will be the maintenance responsibility of the Owner of Lot 7. The Owner of Lot 7 also has the right to maintain one sign panel on Project Sign B.

(b) The Association shall maintain and keep in good condition and repair all Project Signs, except the sign panels located on Project Sign C and the Lot 7 sign panel located on Project Sign B. The cost of maintaining and repairing Project Sign A and Project Sign B shall be a common expense of all Lot Owners assessed against all lots in accordance with Article VI of the Declaration. The cost of maintaining and repairing Project Sign C shall be a common expense of only the Owners of Lots 1, 2, 3, 4, 5, 5a and 6 and shall be assessed against those Lots in equal shares. Each such Lot Owner shall maintain and keep in good condition and repair its sign panels located on Project Sign C, and the Owner of Lot 7 shall maintain its sign panels on Project Sign B. The Owners of Lots 7 and 8 shall maintain and keep in good condition and repair all of their respective signs. In the event that any Owner shall allow its sign panel or sign to be in disrepair and fail to repair or restore the sign or sign panel within 30 days after notice from the Association identifying the needed maintenance or repair, then the Association may enter on to the Lot and maintain, repair or restore the sign or sign panel at the expense of the Lot Owner. The Lot Owner shall promptly reimburse the Association for the cost of such maintenance or repair plus twenty-five percent (25%) within twenty (20) days of receipt of the Association's invoice with supporting documentation evidencing the costs. The Association shall incur no liability in performing such maintenance and repair and the Lot Owner whose sign or sign panel is being repaired or maintained shall indemnify and hold the Association harmless from all claims, demands, liabilities and expenses, including reasonable attorney's fees, incurred by the Association as a result of such maintenance and repair.

(c) The Declarant shall initially assign to each of the Lots 1 through 6 a sign panel location on Project Sign C, as determined in Declarant's sole discretion and shall notify and Association of the assignments. Thereafter, Owners of Lots may exchange sign panel locations by notice to the Association signed by all affected Lot Owners.

(d) Easements for ingress and egress and maintenance are hereby reserved to:
 (i) the Association and the Owners of Lots 1 through 6 over Lots 3 and 4 for access to Project

Sign C, and (ii) to the Owner of Lot 8 over Lot 5 for access to the Crest Sign Parcel. Nonexclusive easements for electric utilities to Project Sign C and the Crescent Sign Parcel are reserved to the Association and each of the Owners of Lots 1 through 6 and the Owner of Lot 8 over a one foot wide easement, the centerline of which is on the Lot line between Lots 4 and 5 and a five foot (5) wide easement on the easternmost portion of Lots 4 and 5 as described and depicted on Exhibit "B" attached hereto for the installation, maintenance and repair of electric utility lines to the signs. By this easement, the Association such Lot Owners shall have the right to enter upon any portion of any Parcel, at a reasonable time and in a reasonable manner, to maintain or repair the signs or utility lines serving the signs. No improvements shall be constructed or landscaping installed on any Parcel that would interfere with the Association's ability to access the signs or utility lines serving the signs and properly maintain them.

4. Reservation of Right to Release Restrictions. Paragraph 9.8 is amended by adding the following:

In the event that two or more contiguous Lots are owned by the same Owner and developed for a single use, the easements set forth herein that are applicable to side Lot lines shall not apply. Further, Declarant may waive such other development requirements of this Declaration as Declarant determines in its reasonable judgment should not be applicable to a single development on two or more Lots.

5. Easement for Maintenance of Stormwater Management System. Paragraph 2.3 (b) is amended to read in its entirety as follows:

The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System and each Parcel for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by applicable SJRWMD permits. No improvements shall be constructed or landscaping installed on any Parcel that would interfere with the Association's ability to access the Stormwater Management System and properly maintain it.

6. Limitation. Except as amended herein, the Declaration has not been otherwise amended and remains in full force and effect.

[signatures begin on the next page]

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration of Covenants and Restrictions as of the day and year first set forth above.

Signed, sealed and delivered
in our presence:

Jena Smith
Print Name Jena Smith

William R. Cesery, Jr.
William R. Cesery, Jr., as Trustee of the
Vesta H. Cesery QTIP Trust #2

Bert C. Simon
Print Name BERT C. SIMON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of July, 2004 by William R. Cesery, Jr., as Trustee of the Vesta H. Cesery QTIP Trust #2, on behalf of the Trust. He is personally known to me or has produced _____ as identification.

Bert C. Simon
Notary Public, State of Florida
BERT C. SIMON
Print Name
My Commission Expires:



EXHIBITS

- Exhibit "A"** **Legal Description of the Property**
- Exhibit "B"** **Description of Sign Locations and Utility Easements**
- Exhibit "C"** **Reduced copy of Plat of Dames Point Crossing Unit Two**

ALL OF LOTS 17, 19, AND 21, A PORTION OF LOTS 15, 16, AND 23, ALL AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT PARTICULAR 30.00 FOOT RIGHT OF WAY AS SHOWN ON SAID PLAT OF CUZNER REPLAT OF AUBURN, FURTHER TOGETHER WITH A PORTION OF SECTION 1 TOWNSHIP 2 SOUTH, RANGE 27 EAST, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1, ALSO BEING THE CENTERLINE INTERSECTION OF MERRILL ROAD (AN 80.00 FOOT RIGHT OF WAY ACCORDING TO S.R.D. RIGHT OF WAY MAP, SECTION 72515-2601 DATED 4-5-74) AND THE CENTER LINE OF HARTSFIELD ROAD (A 66.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 00°21'32" EAST ALONG THE WEST LINE OF SAID SECTION 1, ALSO BEING THE CENTER LINE OF SAID HARTSFIELD ROAD, A DISTANCE OF 784.65 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1616, PAGE 175 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°24'31" EAST ALONG LAST SAID LINE, A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID HARTSFIELD ROAD; THENCE NORTH 00°21'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HARTSFIELD ROAD, A DISTANCE OF 503.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°21'32" EAST ALONG SAID LINE, 110.00 FEET TO THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 16; THENCE NORTH 89°23'17" EAST, ALONG LAST SAID LINE AND ALONG THE EASTERLY PROLONGATION THEREOF, ALSO BEING THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 15, A DISTANCE OF 1304.69 FEET TO THE WEST LINE OF THOSE LANDS DESIGNATED AND DESCRIBED AS PARCEL 1, AND RECORDED IN OFFICIAL RECORDS VOLUME 242, PAGE 314, OF SAID CURRENT PUBLIC RECORDS, ALSO BEING THE WESTERLY LINE OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 1; THENCE NORTH 00°05'49" WEST ALONG LAST SAID LINE, AND ALONG THE WESTERLY LINE OF THOSE LANDS DESIGNATED AND DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS VOLUME 242, PAGE 314, OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1141.87 FEET TO THE NORTH LINE OF SAID NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 1, ALSO BEING THE NORTHERLY LINE OF SAID LANDS DESIGNATED AS PARCEL 2 AND DESCRIBED IN OFFICIAL RECORDS VOLUME 242, PAGE 314; THENCE NORTH 89°22'03" EAST ALONG LAST SAID LINE, AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1 AND DESCRIBED IN OFFICIAL RECORDS VOLUME 242, PAGE 314 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 361.11 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A, DAMES POINT EXPRESSWAY, (ACCORDING TO JTA RIGHT OF WAY MAP, SECTION 72002-3510, DATED 2-6-85 AND LATEST REVISED DATE OF 4-25-86), THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 9-A, DAMES POINT EXPRESSWAY RUN THE FOLLOWING NINE(9) COURSES AND DISTANCES: COURSE NO. 1; SOUTH 19°20'13" WEST, 323.60 FEET; COURSE NO. 2; SOUTH 11°28'50" EAST, 628.26 FEET; COURSE NO. 3; SOUTH 15°51'56" WEST, 61.09 FEET; COURSE NO. 4; SOUTH 15°40'18" WEST, 358.19 FEET; COURSE NO. 5; SOUTH 09°06'38" WEST, 426.54 FEET; COURSE NO. 6; SOUTH 03°34'01" WEST, 493.51 FEET; COURSE NO. 7; SOUTH 09°20'38" WEST, 131.30 FEET; COURSE NO. 8; SOUTH 40°54'52" WEST, 219.95 FEET; COURSE NO. 9; SOUTH 81°55'39" WEST, 306.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID MERRILL ROAD; THENCE SOUTH 89°25'28" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MERRILL ROAD, A DISTANCE OF 368.58 FEET TO THE CENTER LINE OF AFORESAID 30.00 FOOT RIGHT OF WAY AS SHOWN ON SAID CUZNER REPLAT OF AUBURN; THENCE NORTH 00°07'51" EAST, ALONG LAST SAID LINE, 1357.92 FEET; THENCE SOUTH 89°23'17" WEST, 458.70 FEET; THENCE SOUTH 69°06'16" WEST, 117.44 FEET; THENCE NORTH 90°00'00" WEST, 67.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF LAND DESCRIBED ON THE PLAT OF DAMES POINT CROSSING UNIT ONE RECORDED AT PLAT BOOK 53, PAGES 85 and 85A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

UTILITY EASEMENT

A PORTION OF LOT 19, AS SHOWN ON THE CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF DAMES POINT CROSSING BOULEVARD NORTH, (AS SHOWN ON THE PLAT OF DAMES POINT CROSSING UNIT ONE), AS RECORDED IN PLAT BOOK 53, PAGES 85 AND 85A, OF THE CURRENT PUBLIC RECORDS, SAID DUVAL COUNTY, FLORIDA, ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.74 FEET, AN ARC DISTANCE OF 436.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°18'22" EAST, 392.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 35.57 FEET; THENCE NORTH 90°00'00" EAST, 351.66 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY, (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 72002-3510, DATED FEBRUARY 6, 1985); THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 09°06'38" WEST, 288.23 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 09°06'38" WEST, 15.80 FEET; COURSE NO. 3: SOUTH 03°34'01" WEST, 195.28 FEET; THENCE SOUTH 90°00'00" WEST, 5.01 FEET TO A LINE LYING 5.00 FEET WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTH 03°34'01" EAST, 159.31 FEET; THENCE SOUTH 90°00'00" WEST, 278.78 FEET; THENCE NORTH 00°00'00" WEST, 1.00 FOOT; THENCE NORTH 90°00'00" EAST, 278.84 FEET TO THE A LINE LYING 5.00 FEET WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 03°34'01" EAST, 35.52 FEET; COURSE NO. 2: NORTH 09°06'38" EAST, 15.96 FEET; THENCE NORTH 81°53'58" EAST, 5.00 FEET TO THE POINT OF BEGINNING.

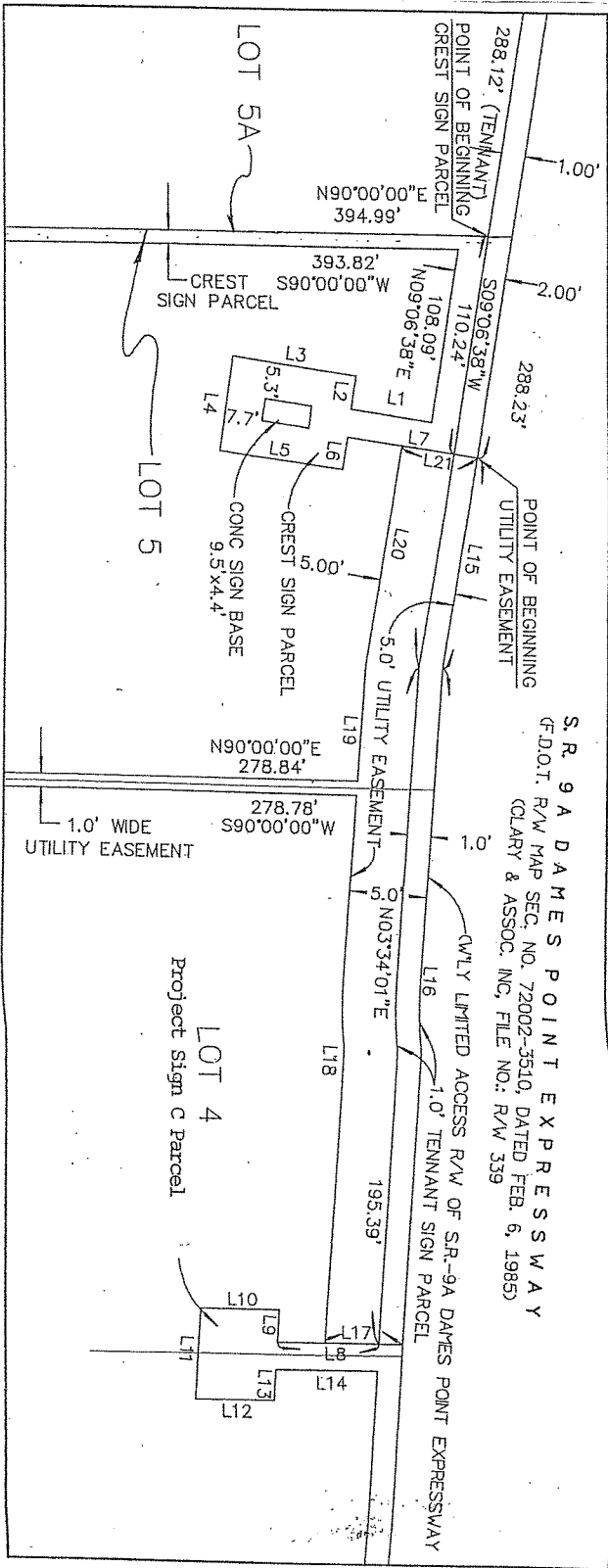
CONTAINING 1,336 SQUARE FEET.

PROJECT SIGN C PARCEL

A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF DAMES POINT CROSSING BOULEVARD NORTH, (AS SHOWN ON THE PLAT OF DAMES POINT CROSSING UNIT ONE), AS RECORDED IN PLAT BOOK 53, PAGES 85 AND 85A, OF THE CURRENT PUBLIC RECORDS, SAID DUVAL COUNTY, FLORIDA, ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.74 FEET, AN ARC DISTANCE OF 436.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°18'22" EAST, 392.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 35.57 FEET; THENCE NORTH 90°00'00" EAST, 350.65 FEET TO AN INTERSECTION WITH A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY, (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 72002-3510, DATED FEBRUARY 6, 1985), AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 1.01 FEET TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 09°06'38" WEST, 288.23 FEET; COURSE NO. 2: SOUTH 03°34'01" WEST, 493.46 FEET; COURSE NO. 3: SOUTH 09°20'38" WEST, 131.30 FEET; COURSE NO. 4: SOUTH 40°54'52" WEST, 131.08 FEET; THENCE NORTH 58°41'07" WEST, 1.01 FEET TO A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 40°54'52" EAST, 130.96 FEET; COURSE NO. 2: NORTH 09°20'38" EAST, 130.97 FEET; COURSE NO. 3: NORTH 03°34'01" EAST, 297.06 FEET; THENCE SOUTH 90°00'00" WEST, 9.00 FEET; THENCE SOUTH 03°34'01" WEST, 7.00 FEET; THENCE SOUTH 90°00'00" WEST, 15.00 FEET; THENCE NORTH 03°34'01" EAST, 15.00 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET; THENCE SOUTH 03°34'01" WEST, 7.00 FEET; THENCE NORTH 90°00'00" EAST, 9.00 FEET TO A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 03°34'01" EAST, 195.39 FEET; COURSE NO. 2: NORTH 09°06'38" EAST, 288.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,278 SQUARE FEET.



DETAIL
NOT TO SCALE

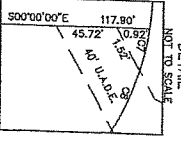
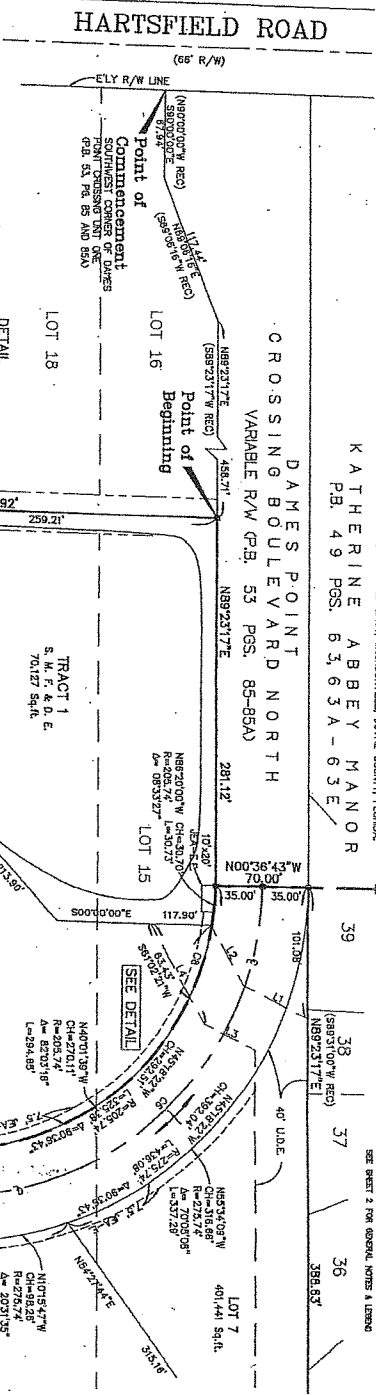
S.R. 9A DAMES POINT EXPRESSWAY
F.D.O.T. R/W MAP SEC. NO. 72002-3510, DATED FEB. 6, 1985
CLARY & ASSOC. INC. FILE NO.: R/W 339

Dames Point Crossing Unit Two

PLAT BOOK 57 PAGE 154

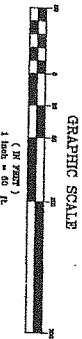
A REPORT OF ALL OF LOTS 19 AND 21 AND A PORTION OF LOTS 16, 17 AND 23, AS SHOWN ON THE PLAT TO WHICH THIS PLAT IS REFERRED, IS REQUIRED IN PLAT BOOK 57, PAGE 154 OF THE CURRENT PUBLIC RECORDS OF DALLAS COUNTY, FLORIDA, TOGETHER WITH A CORRECTED PLAT OF THE SAME, AS SHOWN ON SAID PLAT OF CORRECT REPORT OF ALBERT FLARTNER TOGETHER WITH A PORTION OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 27 EAST, MISSISSIPPI COUNTY, FLORIDA.

KATHERINE ABBEY MANOR
P.A. 49 PGS. 63, 63A-63E



NUM	DELTA	ANG	RADIUS	BEARING	DISTANCE
01	90°56'42"	350°73'	240.77'	N45°10'22"W	342.07'
02	157°24'32"	134°	205.74'	N81°52'05"W	1.34'
03	157°24'32"	58°53'	205.74'	N17°38'08"W	58.81'

NUM	DISTANCE	BEARING
11	58.24'	S29°21'48"W
12	42.40'	S29°21'48"W
13	58.24'	S29°21'48"W
14	58.24'	S91°02'21"W



MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 5
DAMES POINT CROSSING BOULEVARD
(70' R/W)

PS.D. NO. : 2000-009

DESIGNED BY
CLARY & Associates, Inc.
1500 W. 11th Street
Fort Worth, Texas 76102

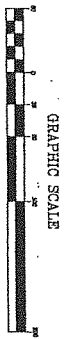
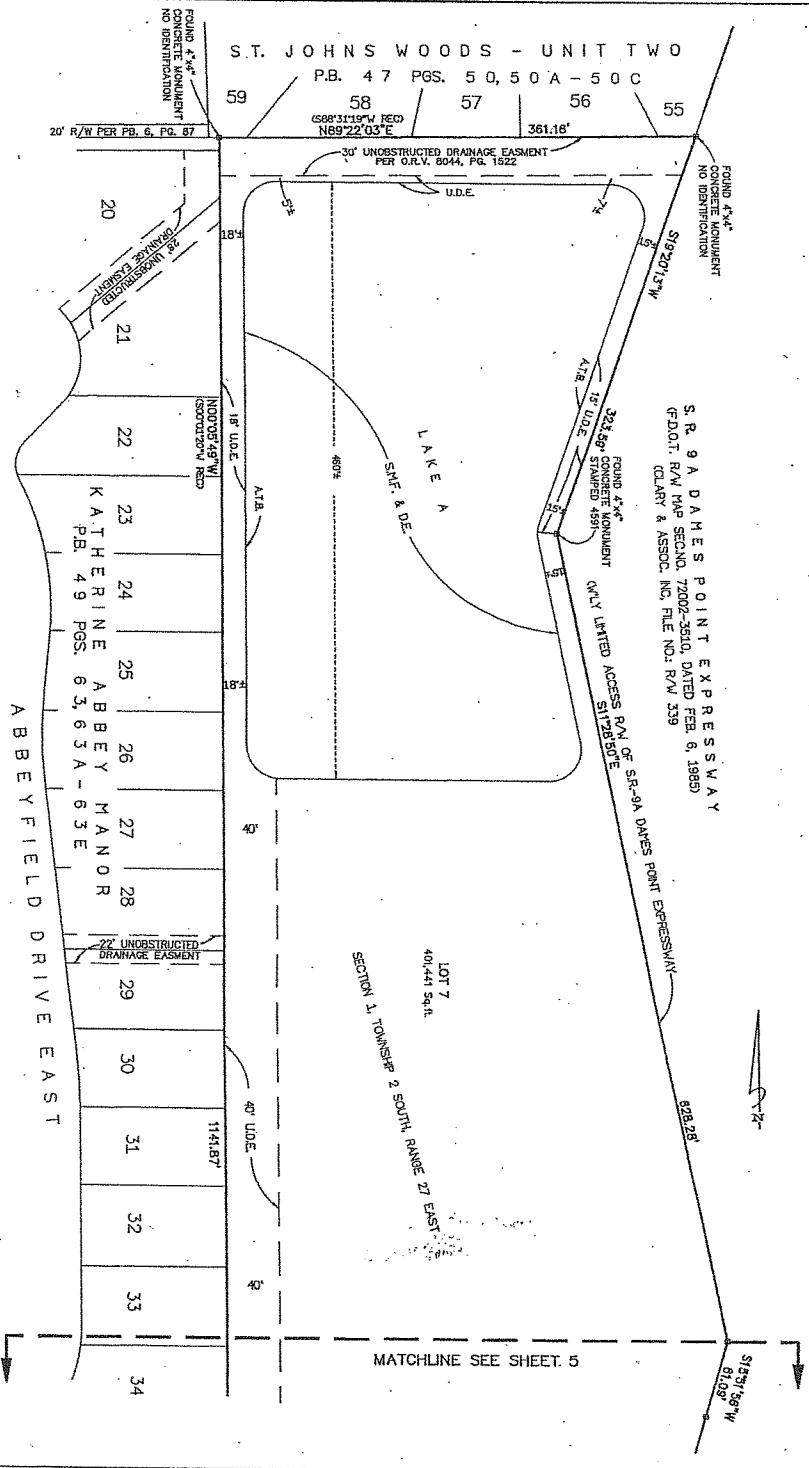
Dames Point Crossing Unit Two

PLAT BOOK 57 PAGE 15C

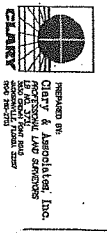
A REPORT OF ALL OF LOTS 19 AND 21 AND A PORTION OF LOTS 15, 17 AND 23, AS SHOWN ON THE PLAT OF CLARKE REPORT OF ABERNATHY RECORDED IN THE PUBLIC RECORDS OF JACKSONVILLE, FLORIDA, AS SHOWN ON SAID PLAT OF CLARKE REPORT OF ABERNATHY, TOGETHER WITH A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE DUAL COUNTY, FLORIDA.

SHEET 4 OF 7 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

S. R. 9 A DAMES POINT EXPRESSWAY
F.D.O.T. R/W MAP SEC. NO. 72002-3510 DATED FEB. 6, 1985
CLARY & ASSOC. INC. FILE NO. R/W 339



PSD. NO. : 2000-009
CITY OF JACKSONVILLE, FLORIDA

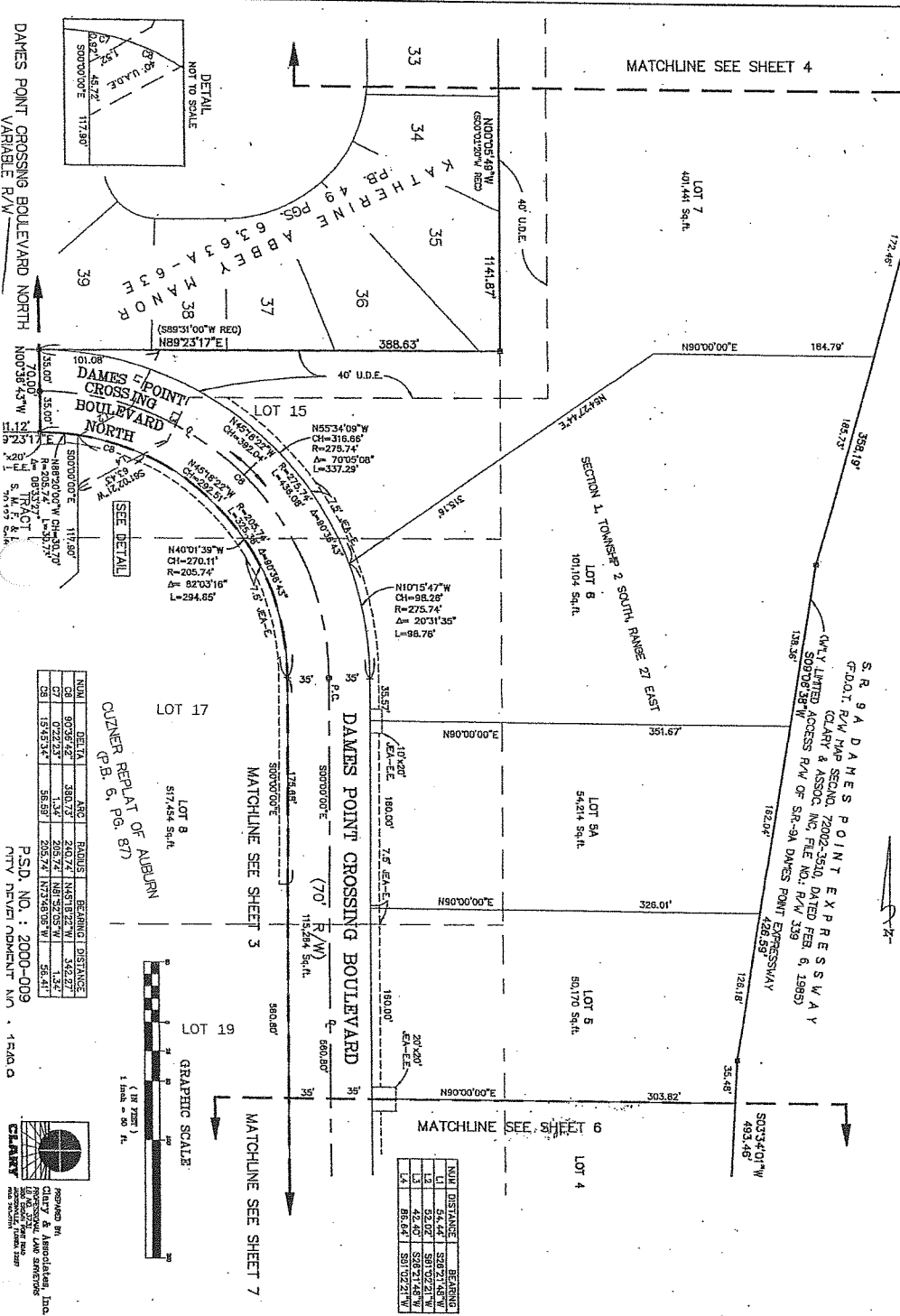


Dames Point Crossing Unit Two

PLAT BOOK 57 PAGE 15D

A PART OF ALL OF LOTS 18 AND 21 AND A PORTION OF LOTS 15, 17 AND 20, AS SHOWN ON THE PLAT OF OWNER REPLAT OF ALABAMA, AS RECORDED IN PLAT BOOK 5, PAGE 87 OF THE CLERK'S PUBLIC RECORDS OF DAVAL COUNTY, ALABAMA, TOGETHER WITH A PORTION OF THAT PARTICULAR 2000 FOOT FRONT-TO-REAR, AS SHOWN ON SAID PLAT OF OWNER REPLAT OF ALABAMA, TOGETHER WITH A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JEFFERSON COUNTY, ALABAMA.

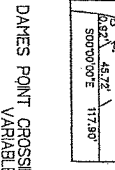
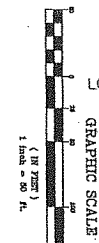
SHEET 5 OF 7 SHEETS.
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



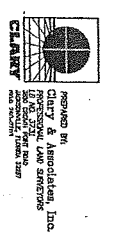
LINE	DISTANCE	BEARING
L1	54.44'	S29°27'48"W
L2	52.02'	S81°02'21"W
L3	42.40'	S20°17'48"W
L4	88.64'	S81°02'21"W

OWNER REPLAT OF ALABAMA (P.B. 6, PG. 87)

LINE	BEARING	ANGLE	RADIUS	BEARING DISTANCE
C1	S0°55'42"	380.75'	240.74'	N45°18'22"W 342.27'
C2	S72°23'30"	1.34'	205.74'	N45°18'22"W 342.27'
C3	S75°53'30"	50.89'	205.74'	N45°18'22"W 342.27'



PS.D. NO. : 2000-009
MAY DEVELOPMENT N.A. 11540.0

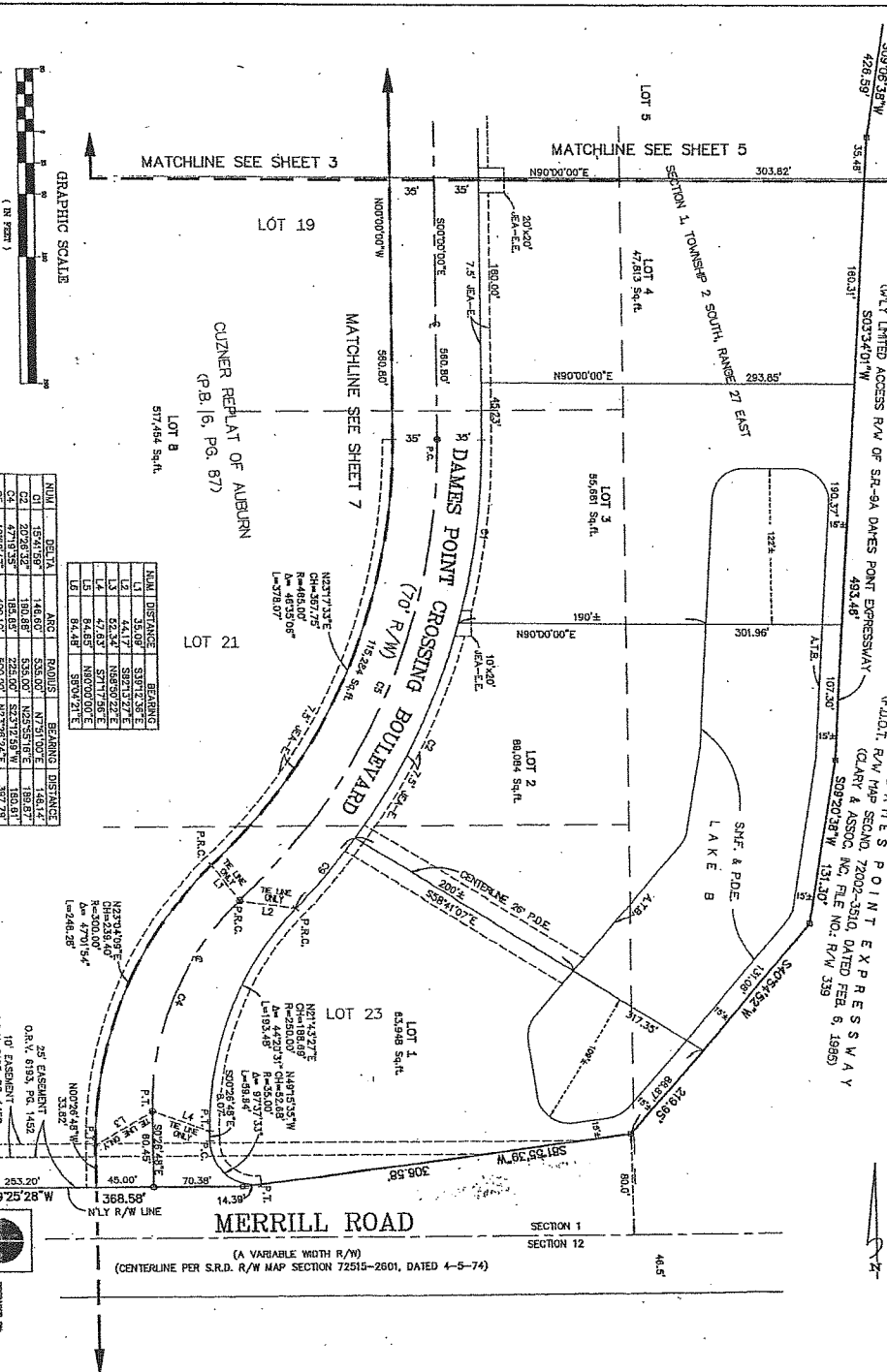


Dames Point Crossing Unit Two

PLAT BOOK 57 PAGE 15E

A PART OF ALL OF LOTS 19 AND 21, AND A PORTION OF LOTS 15, 17 AND 23, AS SHOWN ON THE PLAT OF CULZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PLAT RECORDS OF DAVIE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT PARTICULAR 2000 FOOT FRONT-CROSSING, AS SHOWN ON PLAT BOOK 1, AS SHOWN ON PLAT BOOK 1, TOGETHER WITH A PORTION OF SECTION 11, TOWNSHIP 27 EAST, JACKSONVILLE DUAL COUNTY, FLORIDA.

S. R. 9 A DAMES POINT EXPRESSWAY
 (F.D.O.T. R/W MAP SECOND, 72002-3510, DATED FEB. 6, 1995)
 (CLARY & ASSOC. INC. FILE NO. R/W 339)
 (F.D.O.T. R/W MAP SECOND, 72002-3510, DATED FEB. 6, 1995)
 (CLARY & ASSOC. INC. FILE NO. R/W 339)



NO.	DELTA	ARC	RADIUS	BEARING	BEARING DISTANCE
01	154.05°	148.80'	535.00'	N79.100°E	148.14'
02	202.98°	180.85'	535.00'	N25.531°E	180.87'
03	47.78°	180.85'	535.00'	N25.531°E	180.87'
04	44.17°	180.85'	535.00'	N25.531°E	180.87'
05	52.34°	180.85'	535.00'	N25.531°E	180.87'
06	88.22°	60.34'	40.00'	N48.470°E	54.78'
07	31.54°	5.51'	10.00'	N25.074°E	5.44'
08	48.59°	34.20'	40.00'	S16.251°W	33.17'
09	74.61°	72.93'	535.00'	N40.010°E	72.93'



NO.	DISTANCE	BEARING
1	148.80'	N79.100°E
2	180.85'	N25.531°E
3	180.85'	N25.531°E
4	180.85'	N25.531°E
5	180.85'	N25.531°E
6	60.34'	N48.470°E
7	5.51'	N25.074°E
8	34.20'	S16.251°W
9	72.93'	N40.010°E

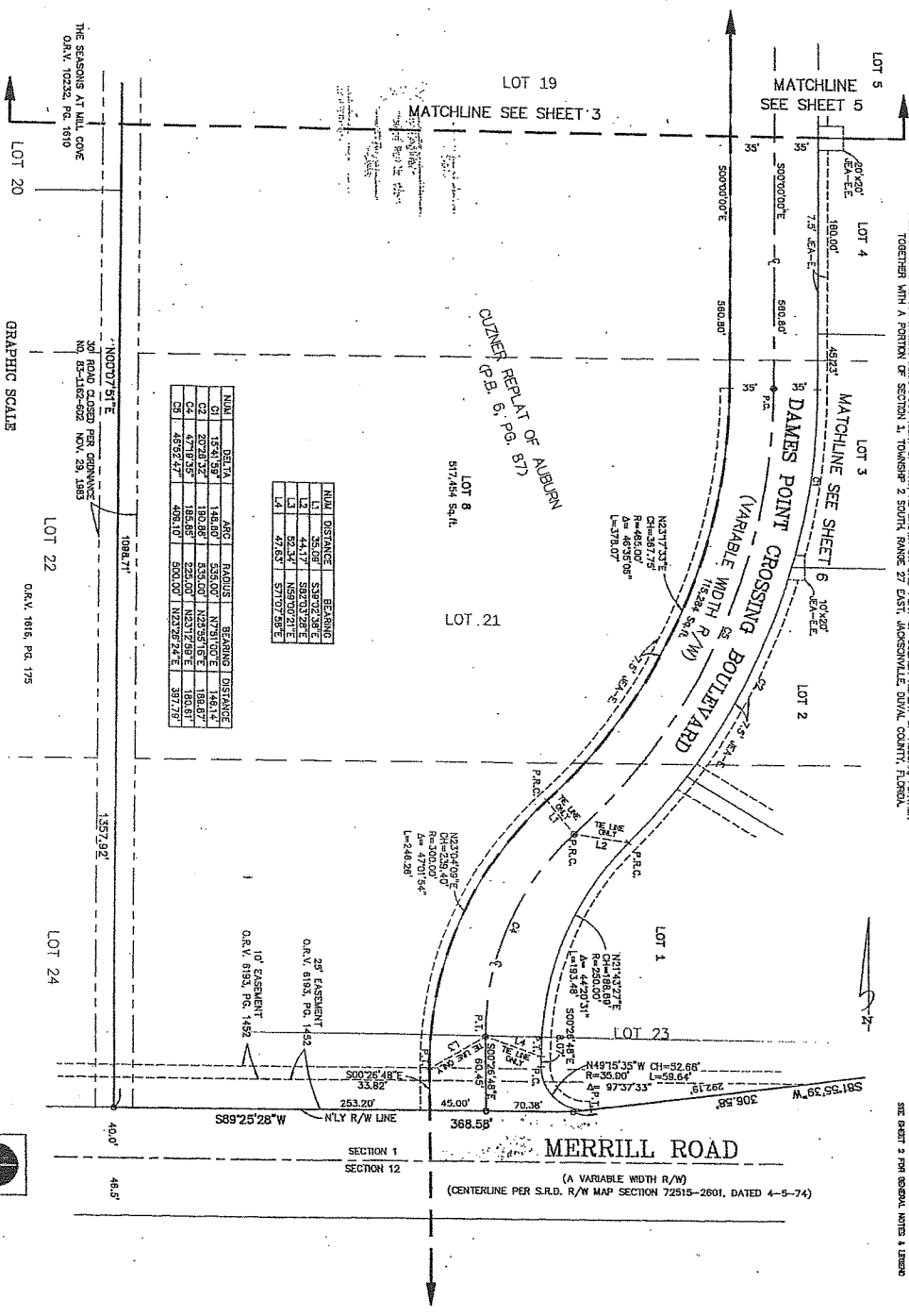
PSD NO.: 2000-009
 CITY DEVELOPMENT NO.: 1549B

CLARY & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 W. UNIVERSITY BLVD., SUITE 200
 JACKSONVILLE, FLORIDA 32202

Dames Point Crossing Unit Two

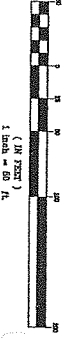
A REPEAT OF ALL OF LOTS 19 AND 24 AND A PORTION OF LOTS 15, 17 AND 23 AS SHOWN ON THE PLAT OF CURNER REPEAT OF ALBERTA AS RECORDED IN PLAT BOOK 6 PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DAVALL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DAVALL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DAVALL COUNTY, FLORIDA.

PLAT BOOK 57 PAGE 15F
SHEET 7 OF 7 SHEETS
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



NO.	BEARING	DISTANCE
1	S89°02'38"E	35.05'
2	S92°03'28"E	44.17'
3	S95°07'21"E	52.24'
4	S71°07'59"E	47.83'

NO.	DELTA	ARC	RADIUS	BEARING	DISTANCE
01	152°41'59"	148.00'	535.00'	N73°10'00"E	148.14'
02	47°46'32"	182.88'	535.00'	N25°59'18"E	188.87'
03	45°52'47"	488.10'	500.00'	N23°29'24"E	387.79'



THE SEASONS AT MIL COVE
O.A.V. 10232, PG. 1510

30' ROAD CLOSED PER ORDINANCE
NO. 85-182-502 NOV. 29, 1985

O.A.V. 1016, PG. 175

P.S.D. NO. : 2000-009
CITY DEVELOPMENT NO. : 15493



PREPARED BY
CLARK & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
1100 W. UNIVERSITY AVENUE
SUITE 200
ORLANDO, FLORIDA 32801

MERRILL ROAD
(A VARIABLE WIDTH R/W)
(CENTERLINE PER S.R.L.D. R/W MAP SECTION 72515-2601, DATED 4-5-74)

Doc# 2004336869
Book: 12104
Pages: 868 - 873
Filed & Recorded
10/20/2004 09:31:06 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 25.00
TRUST FUND \$ 3.50
REC ADDITIONAL \$ 24.00

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
DAMES POINT CROSSING**

This First Amendment is made as of this 12th day of October, 2004 by William Cesery, Jr., as Trustee for the Vesta H. Cesery QTIP Trust #2 ("Declarant").

PRELIMINARY STATEMENT

By that Declaration of Covenants and Restriction for Dames Point Crossing dated 21, 2003 and recorded in Official Records Book 11118, page 122 of the Public Records of Duval County, Florida, as amended by that First Amendment to Declaration of Covenants and Restrictions for Dames Point Crossing (the "First Amendment") dated July 12, 2004 recorded at Official Records Book 11949, page 476 of the same Public Records (collectively "Declaration"), the Declarant imposed upon the lands identified in the Declaration and in the First Amendment as the "Property" certain covenants, restrictions and easements. Under paragraph 9.5(a) of the Declaration, Declarant reserved the right to amend the Declaration without the joinder or consent of any Owner, the Association, or any other person: (i) to modify the development plan for the Property provided that no such amendment materially adversely interferes with the rights and privileges of other Parcel Owners without their written consent; (ii) to correct errors or ambiguities in the Declaration. Declarant desires to amend the Declaration: (i) to provide that the Stormwater Management System retention ponds shown on the Plat will not be Common Areas owned by the Association but will be Common Maintenance Areas located within Lots and maintained by the Association; and (ii) to correct the identification of those ponds to correspond to the identification shown on the Plat; (iii) to remove the requirement of rebuilding after a total casualty; and (iv) to correct the legal description of the Property described in the Declaration to conform to the legal description of the Plat and to change the legal description of the Project Sign C described in the First Amendment to correspond to a different location for the sign.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Declarant amends the Declaration as follows:

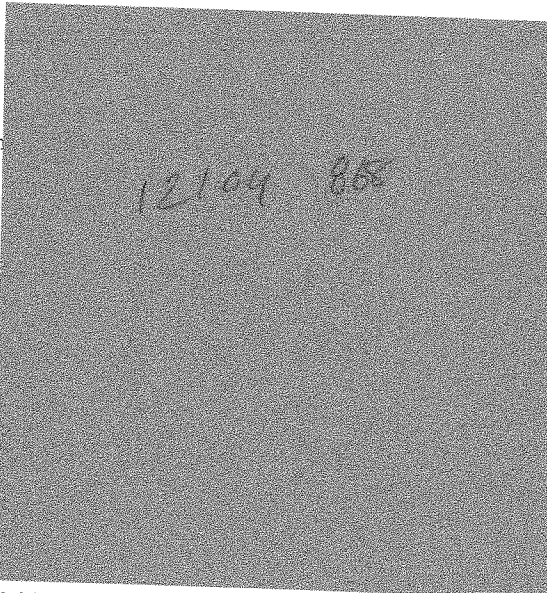
1. Property. The legal description of the Property attached as Exhibit "A" to the Declaration and the First Amendment is deleted and replaced with the legal description attached hereto as Exhibit "A".

2. Common Area Easements of Enjoyment. Paragraph 2.1(a) of the Declaration is amended to read in its entirety as follows:

2.1 Common Area Easements of Enjoyment

(a) The initial Common Area designated by the Declarant for Ownership by the Association is the Project Roadway. The Declarant reserves the right from time to time to designate any private roads, streets, ways, lakes, retention ponds, landscaped areas, green areas, drainage facilities, drainage, sign or utility easements, or other portions of the Property owned by Declarant as additional Common Areas. Declarant will convey or cause to be conveyed to the Association at such time as in its sole discretion it deems appropriate, and the Association shall accept, the title to any portion of the Property that may have been designated as Common Areas by Declarant, subject to prorated taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

150303561



3. Casualty Damage. Paragraph 3.15 Casualty Damage is amended to read in its entirety as follows:

3.15 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Parcel, all debris must be removed and the Parcel restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. The Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of Article VIII of this Declaration. Restoration of a building or other improvement to a previously approved architectural plan shall not require further approval under Article VIII hereof. Provided however, there is no obligation to rebuild where the improvements have been entirely removed from the Parcel and the Parcel has been graded and the surface stabilized by planting grass or other suitable ground cover.

4. Stormwater Retention Ponds.

(a) The Declaration as initially recorded referred to three (3) stormwater retention ponds identified as "Pond A, Pond B and Pond C" as depicted on Exhibit "C" to the Declaration. The Plat, a reduced copy of which was attached to the First Amendment as Exhibit "C", identifies Pond A as Tract I, Pond B as Lake A, and Pond C as Lake B. Accordingly, all references to Pond A, Pond B or Pond C in the Declaration are amended to the corresponding name on the Plat as set forth above.

(b) Paragraph 5.4 Common Maintenance Areas is amended by adding the following sentences:

The Stormwater Retention Ponds depicted on the Plat and identified thereon as Tract 1, Lake A and Lake B are a part of the Stormwater Management System and are designated by the Declarant as Common Maintenance Areas. Where any of the Common Maintenance Areas are located within a Parcel the Association shall use commercially reasonable efforts to have each Parcel Owner on which Common Maintenance Areas are located named as an additional insured under the liability insurance policies carried by the Association, and if available, shall provide to each such Parcel Owner on request certificates of insurance naming them as additional insureds.

5. Project Signs. Paragraph 3 Project Signs of the First Amendment is amended as follows:

(a) The First Amendment is amended by deleting Exhibit "B" attached thereto and substituting Exhibit "B" attached to this Second Amendment

(b) Subparagraph 3(a) is amended to read in its entirety as follows:

(a) Declarant has constructed or will construct at Declarant's cost and expense three (3) signs identifying the Project, which are collectively identified herein as "Project Signs" and described as follows. Project Sign A is a monument sign located at the intersection of Dames Point Crossing Boulevard and Hartsfield Road. Project Sign B is a monument sign located at the intersection of Dames Point Crossing Boulevard and Merrill Road. Project Sign C is a pylon sign located on Lot 3 of the Plat together with a one-foot strip of land on the easternmost portions of Lots 1 through 6, and more particularly described on Exhibit "B" hereto, which is to be owned jointly by the Owners of Lots 1 through 6 of the Plat as tenants in common. In addition to the three (3) Project Signs: (i) there is a pylon sign located within Lot 5 near the right of way of

State Road 9A that belongs to and is the maintenance responsibility of the Owner of Lot 8 (the "Crest Sign Parcel"); and (ii) additional signs may be constructed on Lot 7 as permitted by the PUD Ordinance and approved by Declarant which will be the maintenance responsibility of the Owner of Lot 7. The Owner of Lot 7 also has the right to maintain one sign panel on Project Sign B.

(c) Subparagraph 3(d) is amended to read in its entirety as follows:

(d) Easements for ingress and egress and maintenance are hereby reserved to: (i) the Association and the Owners of Lots 1 through 6 over Lot 3 for access to Project Sign C, and (ii) to the Owner of Lot 8 over Lot 5 for access to the Crest Sign Parcel. Nonexclusive easements for electric utilities to Project Sign C and the Crest Sign Parcel are reserved to the Association and each of the Owners of Lots 1 through 6 and the Owner of Lot 8 over a one foot wide easement, the centerline of which is on the Lot line between Lots 4 and 5 and a five foot (5) wide easement on the easternmost portion of Lots 3, 4 and 5 as described and depicted on Exhibit "B" attached hereto for the installation, maintenance and repair of electric utility lines to the signs. By this easement, the Association and such Lot Owners shall have the right to enter upon any portion of any Parcel, at a reasonable time and in a reasonable manner, to maintain or repair the signs or utility lines serving the signs. No improvements shall be constructed or landscaping installed on any Parcel that would interfere with the Association's ability to access the signs or utility lines serving the signs and properly maintain them.

6. Limitation. Except as amended herein, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to Declaration of Covenants and Restrictions as of the day and year first set forth above.

Signed, sealed and delivered
in our presence:

Nancy E Mangus
Print Name Nancy E Mangus

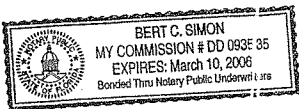
William R. Cesery, Jr.
William R. Cesery, Jr., as Trustee of the
Vesta H. Cesery QTIP Trust #2

Bert C Simon
Print Name Bert C Simon

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of ~~September~~ ^{October}, 2004 by William R. Cesery, Jr., as Trustee of the Vesta H. Cesery QTIP Trust #2, on behalf of the Trust. He is personally known to me or has produced _____ as identification.

Bert C Simon
Notary Public, State of Florida
Print Name Bert C. Simon
My Commission Expires:



EXHIBITS

Exhibit "A" **Legal Description of the Property**

Exhibit "B" **Revised Description of Sign Locations and Utility Easements**

ALL OF LOTS 17, 19 AND 21, AND A PORTION OF LOTS 15 AND 23, AS SHOWN ON THE PLAT OF CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THAT PARTICULAR 30.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF CUZNER REPLAT OF AUBURN (CLOSED PER ORDINANCE NUMBER 83-1162-602, DATED NOVEMBER 29, 1983), FURTHER TOGETHER WITH A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF DAMES POINT CROSSING BOULEVARD NORTH (A VARIABLE WIDTH PRIVATE RIGHT-OF-WAY PER PLAT BOOK 53, PAGES 85 AND 85A OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID DAMES POINT CROSSING BOULEVARD NORTH, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 90°00'00" EAST, 67.94 FEET; COURSE NO. 2: NORTH 69°06'16" EAST, 117.44 FEET; COURSE NO. 3: NORTH 89°23'17" EAST, 458.71 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE NORTH 89°23'17" EAST, 281.12 FEET TO THE SOUTHEAST CORNER OF SAID DAMES POINT CROSSING BOULEVARD NORTH; THENCE NORTH 00°36'43" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID DAMES POINT CROSSING BOULEVARD NORTH, A DISTANCE OF 70.00 FEET TO THE SOUTHERLY BOUNDARY OF KATHERINE ABBEY MANOR, AS RECORDED IN PLAT BOOK 49, PAGES 63, 63A THROUGH 63E, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°23'17" EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 388.63 FEET TO THE EASTERLY BOUNDARY OF SAID KATHERINE ABBEY MANOR; THENCE NORTH 00°05'49" WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 1141.87 FEET TO THE SOUTHERLY BOUNDARY OF ST. JOHNS WOODS-UNIT TWO, AS RECORDED IN PLAT BOOK 47, PAGES 50, 50A THROUGH 50C, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°22'03" EAST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 361.16 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9-A, DAMES POINT EXPRESSWAY; (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-3510, DATED FEBRUARY 6, 1985); THENCE SOUTHWESTERLY, AND SOUTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 19°20'13" WEST, 323.59 FEET; COURSE NO. 2: SOUTH 11°28'50" EAST, 628.28 FEET; COURSE NO. 3: SOUTH 15°51'56" WEST, 61.09 FEET; COURSE NO. 4: SOUTH 15°40'18" WEST, 358.19 FEET; COURSE NO. 5: SOUTH 09°06'38" WEST, 426.59 FEET; COURSE NO. 6: SOUTH 03°34'01" WEST, 493.46 FEET; COURSE NO. 7: SOUTH 09°20'38" WEST, 131.30 FEET; COURSE NO. 8: SOUTH 40°54'52" WEST, 219.95 FEET; COURSE NO. 9: SOUTH 81°55'39" WEST, 306.58 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MERRILL ROAD (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°25'28" WEST, ALONG LAST SAID LINE, 368.58 FEET TO THE CENTERLINE OF THE AFORESAID 30.00 FOOT RIGHT-OF-WAY AS SHOWN ON CUZNER REPLAT OF AUBURN; THENCE NORTH 00°07'51" EAST, ALONG LAST SAID LINE, 1357.92 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

UTILITY EASEMENT

A PORTION OF LOT 19, AS SHOWN ON THE CUZNER REPLAT OF AUBURN, AS RECORDED IN PLAT BOOK 6, PAGE 87 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF DAMES POINT CROSSING BOULEVARD NORTH, (AS SHOWN ON THE PLAT OF DAMES POINT CROSSING UNIT ONE), AS RECORDED IN PLAT BOOK 53, PAGES 85 AND 85A, OF THE CURRENT PUBLIC RECORDS, SAID DUVAL COUNTY, FLORIDA, ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.74 FEET, AN ARC DISTANCE OF 436.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°18'22" EAST, 392.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 35.57 FEET; THENCE NORTH 90°00'00" EAST, 351.66 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY, (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 72002-3510, DATED FEBRUARY 6, 1985); THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 09°06'38" WEST, 288.23 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 09°06'38" WEST, 15.60 FEET; COURSE NO. 3: SOUTH 03°34'01" WEST, 302.95 FEET; THENCE SOUTH 90°00'00" WEST, 5.01 FEET TO A LINE LYING 5.00 FEET WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTH 03°34'01" EAST, 266.98 FEET; THENCE SOUTH 90°00'00" WEST, 278.78 FEET; THENCE NORTH 00°00'00" WEST, 1.00 FOOT; THENCE NORTH 90°00'00" EAST, 278.84 FEET TO THE A LINE LYING 5.00 FEET WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 03°34'01" EAST, 35.52 FEET; COURSE NO. 2: NORTH 09°06'38" EAST, 15.96 FEET; THENCE NORTH 81°53'58" EAST, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,874 SQUARE FEET.

TENNANT SIGN PARCEL

A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF DAMES POINT CROSSING BOULEVARD NORTH, (AS SHOWN ON THE PLAT OF DAMES POINT CROSSING UNIT ONE), AS RECORDED IN PLAT BOOK 53, PAGES 85 AND 85A, OF THE CURRENT PUBLIC RECORDS, SAID DUVAL COUNTY, FLORIDA, ALSO BEING THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.74 FEET, AN ARC DISTANCE OF 436.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°18'22" EAST, 392.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'00" EAST, 35.57 FEET; THENCE NORTH 90°00'00" EAST, 350.65 FEET TO AN INTERSECTION WITH A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY, (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 72002-3510, DATED FEBRUARY 6, 1985), AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 1.01 FEET TO SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 09°06'38" WEST, 288.23 FEET; COURSE NO. 2: SOUTH 03°34'01" WEST, 493.46 FEET; COURSE NO. 3: SOUTH 09°20'38" WEST, 131.30 FEET; COURSE NO. 4: SOUTH 40°54'52" WEST, 131.08 FEET; THENCE NORTH 58°44'07" WEST, 1.01 FEET TO A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 40°54'52" EAST, 130.96 FEET; COURSE NO. 2: NORTH 08°20'38" EAST, 130.97 FEET; COURSE NO. 3: NORTH 03°34'01" EAST, 189.99 FEET; THENCE SOUTH 90°00'00" WEST, 9.00 FEET; THENCE SOUTH 03°34'01" WEST, 7.00 FEET; THENCE SOUTH 90°00'00" WEST, 15.00 FEET; THENCE NORTH 03°34'01" EAST, 15.00 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET; THENCE SOUTH 03°34'01" WEST, 7.00 FEET; THENCE NORTH 90°00'00" EAST, 9.00 FEET TO A LINE LYING 1.00 FOOT WESTERLY OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, TO THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9A DAMES POINT EXPRESSWAY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 03°34'01" EAST, 303.06 FEET; COURSE NO. 2: NORTH 09°06'38" EAST, 288.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,278 SQUARE FEET.

EXHIBIT "B"

Prepared by and return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
DAMES POINT CROSSING**

This Third Amendment is made as of this _____ day of August, 2006 by William R. Cesery, Jr., as Trustee for the Vesta H. Cesery QTIP Trust #2 ("Declarant").

PRELIMINARY STATEMENT

By that Declaration of Covenants and Restriction for Dames Point Crossing dated May 21, 2003 and recorded in Official Records Book 11118, page 122, as amended by that First Amendment to Declaration of Covenants and Restrictions for Dames Point Crossing (the "First Amendment") dated July 12, 2004 and recorded in Official Records Book 11949, page 476, and further amended by that Second Amendment to Declaration of Covenants and Restrictions for Dames Point Crossing (the "Second Amendment") dated October 12, 2004 and recorded in Official Records Book 12104, page 868, all of the Public Records of Duval County, Florida (collectively the "Declaration"), the Declarant imposed upon the lands identified in the Declaration and in this Amendment as the "Property" certain covenants, restrictions and easements. Under paragraph 9.5(a) of the Declaration, Declarant reserved the right to amend the Declaration without the joinder or consent of any Owner, the Association, or any other person: (i) to modify the development plan for the Property provided that no such amendment materially adversely interferes with the rights and privileges of other Parcel Owners without their written consent; and (ii) to correct errors or ambiguities in the Declaration. Declarant desires to amend the Declaration to provide to the Owner of Lots 6 and 7 of the Plat an easement to install and maintain a sign panel on the sign identified in the Declaration as "Project Sign B".

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Declarant amends the Declaration as follows:

1. Project Signs. Paragraph 3 of the Declaration is amended as follows:
 - (a) The Second Amendment is amended by deleting the last sentence of Subparagraph 3(a) which reads: "The Owner of Lot 7 also has the right to maintain one sign panel on Project Sign B."
 - (b) Paragraph 3 of the Declaration is amended to add a new subparagraph (e) as follows:

Sign Easement. Declarant hereby grants to Dames Point, LLC, an Ohio limited liability company, its successors and assigns ("Grantee") as the Owners of Lots 6 and 7 of the Plat an easement to maintain one sign panel identifying the name of the residential improvements located on Lots 6 and 7 on each side of the monument sign located on that parcel of land more particularly described on Exhibit "A" hereto (the "Project Sign B"), in accordance with and subject to the following provisions. The sign panels shall not exceed 66 inches long and 12 inches high, and shall be located in the uppermost sign panel position directly below the Project name. Declarant reserves the right to review and approve the initial sign panels and any modifications thereof to determine that they are appropriate and compatible with other design components of the Project, including coloring, format of lettering and other graphic components, such approval not to be unreasonably withheld or delayed. Grantee shall keep the sign panels in good condition and repair and shall be solely responsible for the cost of preparing, installing, maintaining, repairing and replacing the sign panels and repairing any damage to the Project Sign B. In the event that Lots 6 and 7 shall

ever be owned by different persons or entities, the benefit of the easement rights herein granted shall be assigned to the Owner of Lot 6 or 7, as they shall determine, but only one two-sided sign panel shall be allowed.

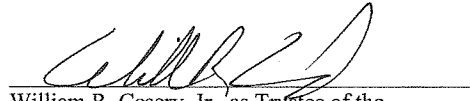
3. Limitation. Except as amended by the First Amendment, the Second Amendment and this Third Amendment, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to Declaration of Covenants and Restrictions as of the day and year first set forth above.

Signed, sealed and delivered
in our presence:



Print Name CARL T. BURNETT



William R. Cesery, Jr., as Trustee of the
Vesta H. Cesery QTIP Trust #2



Print Name Patty Yates

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of August, 2006 by William R. Cesery, Jr., as Trustee of the Vesta H. Cesery QTIP Trust #2, on behalf of the Trust. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida

PATRICIA A. FOWLER

Print Name

Notary Public, State of Florida

My Commission Expires 8/23/07

My Commission No. DD232214