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DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALERMO

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALERMO (the "Declaration") is made as of this 31st day of January, 2006, by **PINEAPPLE-PALERMO, LLC**, a Florida limited liability company ("Developer").

ARTICLE I

SUBMITTAL OF PROPERTY TO DECLARATION AND DEFINITIONS

1.1 Submittal of Property to Declaration.

(a) Pineapple-Primo Palermo, LLC, a Florida limited liability company ("Primo"), Pineapple- Magnifico Palermo, LLC, a Florida limited liability company ("Magnifico"), and Palermo Property Owners Association, Inc., a Florida not-for-profit corporation (the "Association") are the owners of portions of the Property described in Section 1.2(w) below and have agreed to join this Declaration for the purpose of submitting each party's respective property to the terms and conditions of this Declaration.

(b) Developer hereby declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions to the Property made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

(c) Every Person acquiring title to any portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

1.2 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:

(a) "Association" means Palermo Property Owners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

(b) "Board" or "Board of Directors" means the Association's Board of Directors.

(c) "Common Areas" means all real property or any interest in real property (including but not limited easement interests) from time to time owned by the Association or designated for ownership by the Association or by the Developer for the common use and enjoyment of all Lot Owners more particularly described on Exhibit "D" attached hereto, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall include the Preservation Areas described in Section 1.2(u) below and the lands depicted on the Plat.

(d) "Common Maintenance Areas" means all property from time to time designated by this Declaration or by the Developer as a maintenance responsibility of the Association (including but not limited to any easement agreement or cost sharing agreement), for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property.

(e) "Developer" means Pineapple-Palermo, LLC, a Florida limited liability company, whose address is 4315 Pablo Oaks Court, Suite 5, Jacksonville, Florida 32224, its successors and assigns to whom all or a portion of the rights or obligations of the Developer hereunder are specifically assigned. Developer may assign all or a portion of such rights or obligations in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer unless, and to the extent, expressly stated in the assignment, but may exercise such rights of Developer as are specifically assigned to it. Any assignment may be made by Developer on a non-exclusive basis.

(f) "Declaration" means this Declaration as amended and supplemented from time to time in the form of recorded amendments or supplementary declarations.

(g) "Governing Documents" collectively means this Declaration and any supplemental declarations or amendments thereto, made in accordance herewith, as amended and supplemented from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's Bylaws (the "Bylaws"), and any Regulations of the Association, all as may be amended and supplemented from time to time. Copies of the Articles and Bylaws are attached hereto as Exhibit "B" and Exhibit "C" respectively.

(h) "Palermo PUD" means the single-family residential development described in the PUD Ordinance described in Section 1.2(y) below, as amended from time to time.

(i) "Lakefront Lots" means all Lots having common boundaries or containing within the Lot lines a portion of a lake or pond within the Property.

(j) "Law" means any statute, ordinance, rule, regulation, or order 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, from time to time applicable to the Property or to any and all activities on or about the Property.

(k) "Lot" or "Lots" means Lots 1 through 133 as shown on the Plat described in Section 1.2(t) below, together with any other platted lot shown on any recorded subdivision plat of the Property or portions thereof, unless otherwise designated by the Developer in a recorded subdivision plat, another recorded covenant and restriction or in this Declaration or in any amendment or supplemental declaration to this Declaration, for use as other than a Residential Unit. No lot shall include any portion of the Common Area owned in fee simple by the Developer or the Association.

(l) "Magnifico" means Pineapple-Magnifico Palermo, LLC, a Florida limited liability company.

(m) "Master Plan" means the conceptual plan for the development of the Property as determined and amended, by the Developer from time to time. All references to the Master Plan shall be references to the latest revisions thereof.

(n) "Members" means the members of the Association described in Article IV of this Declaration and in the Association's Articles.

(o) "Modifications Committee" means the committee established under Article VIII hereof to review and approve or deny modifications, alterations, renovations or reconstruction of the exterior of Residential Units or Lots.

(p) "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

(q) "Mortgagee" means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

(r) "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including Developer and contract sellers, but excluding contract buyers and any Mortgagee. Owner does not include the Developer, the Association, governmental authorities or utility companies as to their record ownership of the fee simple title to any portion of the Property that is not a Lot.

(s) "Person" means any natural person or any incorporated or unincorporated entity (including but not limited to any corporation, limited liability company, limited partnership, general partnership or trust) having legal capacity.

(t) "Plat" means that certain subdivision of the Property titled "Palermo" to be recorded in the Public Records of Duval County, Florida and the recorded plat of any additional lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

(u) "Preservation Area" means that portion of the Property depicted on the Plat as such.

(v) "Primo" means Pineapple-Primo Palermo, LLC, a Florida limited liability company.

(w) "Property" means the real property in Duval County, Florida, described in Exhibit "A" attached to this Declaration and such additions or deletions thereto as may be made in accordance with the provisions of this Declaration. The Association, Primo and Magnifico have consented to and joined in this Declaration pursuant to the attached Consent and Joinders for purposes of submitting the portions of the Property owned by each of the respective parties, as more specifically set forth on Exhibit "A," to the terms and conditions of this Declaration.

(x) "Propane Gas Distribution System" shall mean the storage tanks, valves, regulators, meters, and propane or other similar gas distribution lines to the meters and all appurtenant distribution lines and related easements.

(y) "PUD Ordinance" means the Palermo Single Family Planned Unit Development Ordinance Number 2005-697-E, as the same may be amended from time to time.

(z) "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Governing Documents.

(aa) "Residential Unit" or "RU" means any improved portion of the Property intended for use as a single family dwelling unit and which meets minimum governmental requirements for habitation as a dwelling unit, including without limitation, any single family attached or detached dwelling. Improvements shall constitute a Residential Unit at such time as the completed improvements constituting the Residential Unit has received a final certificate of occupancy from the applicable governmental authorities or if such final certificate of occupancy or its equivalent is not available from the local governmental authorities, at such time as the improvements are substantially completed in accordance with applicable plans and specifications.

(bb) "RU Assessment" means the Association's annual maintenance assessment for each Residential Unit as determined in accordance with the provisions of this Declaration.

(cc) "SJRWMD" means the St. Johns River Water Management District.

(dd) "SJRWMD Permit" means that St. Johns River Water Management District Permit identified in Section 3.6 hereof.

(ee) "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property from the Developer for the purpose of developing such property as a residential community, including by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development, and includes Primo and Magnifico. A Person that acquires one or more developed Lots from Developer (or one or more Lots which Developer is contractually required to develop) for the purpose of constructing a Residential Unit thereon for resale or personal use is not a Subdivision Developer.

(ff) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(gg) "Work" means the initial development of all or any portion of the Property pursuant to the Master Plan or the PUD Ordinance by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Residential Units by Persons other than Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

There are other defined terms set forth in this Declaration which shall have the meaning set forth in such definitions.

ARTICLE II

PROPERTY RIGHTS AND COMMON AREAS

2.1 Common Areas.

(a) Designation of Common Areas: The Association joins into this Declaration for the purposes of submitting the property owned by the Association to the terms and conditions of this Declaration and for purposes of evidencing the Association's consent to designation of the Association's property as Common Areas.

(b) Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area: Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole

discretion, to designate additional land, easements, use rights, cost sharing agreements, and personal property owned by the Developer, Primo or Magnifico as Common Areas provided only that any land designated as Common Areas shall be located within the Property or contiguous to the Property (for purposes of this subparagraph, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). For so long as the Developer, Primo or Magnifico shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land or easements or use rights from the Common Areas in the Developer's sole discretion, except that if such withdrawal shall materially and adversely affect access or drainage to or from any Lot, the Developer shall not have the right to withdraw the Common Area and to modify or terminate easements or use rights granted by the Developer over the Land or the Association over the Common Areas without the consent of the Owner of the affected Lot. The Developer reserves the right to place a conservation easement on the Preservation Area for the benefit of the SJRWMD or other governmental authorities or private conservation organizations. Addition of land or easements or use rights to and withdrawal of land from the Common Areas shall be evidenced by recording a deed, easement, license or supplementary declaration in the public records of Duval County, Florida, which shall specifically reference the addition or withdrawal. Withdrawal of land from the Common Areas by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer, Primo, or Magnifico shall be deemed to be Common Areas unless such land is expressly identified as Common Areas in this Declaration, as amended, or in supplemental declarations or in deeds to the Association, even if the Developer, Primo or Magnifico consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this Section, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, terminations, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

(c) Use by Developer: Notwithstanding the ownership of the Common Areas by the Association, the Developer and Pineapple Corporation as described in Section 3.25 below shall have the right to use and occupy portions of the Common Area without payment of any rent or use fee as a sales and marketing center or for sales and related signage until Developer has sold all Lots within the Property and the Developer or Pineapple Corporation have completed construction of all residences that they intend to construct on the Lots. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Developer or the Association shall also have the right and authority to allow, by rental agreement, license agreement, easement agreement, use agreement, development agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or other services to the Palermo PUD.

2.2 Owner's Easements of Enjoyment.

Every Owner of a Lot and his lessees have a nonexclusive perpetual right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot subject to the easements and other property rights granted or reserved in this Declaration and to the following:

(a) Assessments: Assessments for maintenance, repair and replacement of facilities or improvements, including, but not limited to landscaping and irrigation, if any, situated upon the Common Areas as provided in this Declaration or other applicable recorded instruments.

(b) Dedication: The right of the fee simple title owner of the Common Areas, with the consent of the Developer, if not the fee simple title owner of the Common Areas, to dedicate or transfer fee simple title to all or portions of the Common Areas or interests therein to any public agency, authority, or utility fee simple title. Any dedication or fee simple title transfer made by Developer as part of Work or prior to transfer of control of the Association to Owners other than Developer, shall not require the approval of the Lot Owners or the Association. Any other dedication or fee simple title transfer must be approved by two-thirds (2/3) or more of the Members of the Association at a meeting duly convened for such purpose, and must be 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.

(c) Developer: The rights of the Developer hereunder to add or withdraw land from the Common Areas and to occupy and use portions of the Common Areas as a sales and marketing center and to grant easements, use rights, or licenses over the Common Areas as provided in this Declaration.

(d) Rules and Regulations: The Association's right to adopt, alter, amend, rescind and enforce reasonable Regulations governing the use of the Common Areas.

(e) Governing Documents: The provisions of the Governing Documents and all matters shown on any plat of all or part of the Property.

(f) Suspension of Use Rights: The Association has the authority to suspend for a reasonable period of time the right of a Member or a Member's family members, tenants, guests or invitees to use the Common Areas for violations of the Governing Documents or the Association's Regulations, as provided in the Governing Documents or applicable law. The suspension of use rights shall not impair a Member's or his tenant's right of ingress and egress to and from his Lot or the right to utilize any drainage or utilities easements established by this Declaration.

(g) Easements, Licenses, Encumbrances and Other Matters: The right of the Board of Directors of the Association, acting through the officers of the Association, to grant easements or licenses for utilities, drainage or other uses across all or any part of the Common Areas and to encumber the Common Areas and

to take any other actions allowed by law subject to any applicable provisions of the Articles and Bylaws of the Association.

(h) Requirements of Law: The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued In connection with the development of the Property.

(i) General: Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easements are limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Areas to only the intended purposes of such portions of the Common Areas. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Areas included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's lot or other privately owned portions of the Property, that are not included within the Surface Water or Stormwater Management System.

2.3 Private Street Easement.

Developer hereby grants to the Owners of Lots, the lawful occupants of Residential Units, the Association, and the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pick up personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, holders of mortgages on the Property or any part thereof, and such other persons as Developer may from time to time designate, a non-exclusive, perpetual easement for ingress and egress to and from the Lots and the Common Areas, across the Property as designated on the Plat (the "Private Streets"), subject to the right hereby reserved by Developer, for itself and its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer, telecommunications and other utility and drainage lines and facilities therein, and the right of Developer to grant easements in, over and under the Private Streets for any purpose deemed appropriate by Developer. Developer reserves to itself the right to limit, restrict or deny ingress to any person, except Owners and their Mortgagees, who, in the sole determination of Developer, do not belong or have business on the Property, or who may create or participate in a disturbance or nuisance on any part of the Property, or who are violating or may violate a provision of this Declaration. Developer further reserves to itself the right, but not the obligation, to regulate or limit all types of vehicular traffic and parking on all or any part of the Private Streets, and to require the removal of any shrub, tree, fence, wall or other item which in the sole opinion of Developer impairs or obstructs a motorist's vision on the

Private Streets. Developer reserves the right to assign in whole or in part the rights reserved herein to any Person, including the Association. The Developer reserves the right to construct gate house and restrictive access systems on the Private Streets or the Adjacent Portion of the Common Areas. Any such gate house may be a manned or un-manned gate house.

The foregoing ingress and egress easement is limited to using the Private Streets for their intended purpose in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Private Streets from time to time improved or otherwise suitable for such use or activity.

2.4 General Easements.

All Lots and Common Areas are subject to perpetual non-exclusive easements:

(a) to the Association for ingress and egress and for the performance of the Association's duties hereunder;

(b) for the drainage of ground and surface waters in the manner established by Developer as part of Work. In addition to the easements shown on any Plat, each Lot is subject to perpetual drainage easements on each Lot for the installation, maintenance and use of drainage ditches, pipes or other drainage facilities;

(c) to the Association over all areas of the Surface Water or 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 Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SJRWMD Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD; and

(d) to the Developer to construct, install and maintain the Work.

2.5 Property Boundary Walls and Property Fence.

As part of the Work, Developer shall construct perimeter boundary walls, retaining wall, and fences or landscaped buffers across some of the Lots and portions of the Common Areas to separate the Property or portions thereof, and provide a buffer, from adjoining portions or the Property, right-of-ways or other properties including but not limited to the Preservation Area as determined by the Developer and as otherwise required by the PUD Ordinance (the "Property Boundary Fence"). All Lots or Common Areas upon which portions of the Property Boundary Fence are located, are subject to a non-exclusive perpetual easement for Developer to construct and install the Property Boundary Fence. All such Lots are also subject to easements to the Developer or the Association for the maintenance, repair and

replacement of the Property Boundary Fence improvements and the landscaping associated therewith, which may be exercised by the Developer or the Association if the Lot Owner fails to properly maintain the Property Fence improvements as hereinafter provided. No Lot owner shall make any modifications, changes or improvements to the improvements constituting the Property Boundary Fence without first obtaining the written consent of the Developer or the Modifications Committee as hereinafter provided. In the event any portion of the Property Boundary Fence is removed to allow any license holder or easement beneficiary access to easements, the Association shall be responsible for such cost of removal and shall reconstruct the Property Boundary Fence thereafter in accordance with the plans and specifications of the Association. Any expenses associated with the general maintenance of the Property Boundary Fence by the Association and any removal and reconstruction of the Property Boundary Fence as contemplated herein in connection with a governmental entity's access to an easement shall be paid through Association's funds collected as part of the annual assessments or special assessments.

2.6 Plat Easements.

The Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on any Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, a propane gas (or other similar gas) distribution system, telephone, telecommunications, cable systems, and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots 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 Lot 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 unless first obtaining written consent of the Developer or the Modifications Committee. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Developer, the Association or the beneficiary of the easement as described on the Plat. If the Owner fails to promptly remove improvements or landscaping, the Developer, the Association or the beneficiary of the easement described on the Plat may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of such removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal. Notwithstanding the foregoing, in the event any portion of a driveway for a Lot is removed to allow any license holder or easement beneficiary access to easements, the Association shall be responsible for such cost of removal and reconstruction of the driveway, and the expenses associated with such removal and reconstruction shall be paid through the Association's funds collected as part of the annual assessments or special

assessments. Developer reserves the right to assign all or a portion of the easements reserved in the Plat to the Developer to the Association or any other third parties.

2.7 Lake Related Easements.

The Developer and the Association are hereby granted, perpetual unobstructed drainage easements through the lakes, drainage ditches, drainage swales, any portions of any Lot that is part of the Surface Water or Stormwater System, marshes and other wetlands situated in whole or in part on the Property that are a part of the Surface Water or Stormwater Management System for use and maintenance as an outfall for the drainage of storm and surface waters. Each Lakefront Lot is subject to an easement to the Association from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems and related facilities including bulkheads. The Developer and the Association shall also have perpetual easements across each Lakefront Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the Plat, or by Law or performing or completing the Work, subject to the provisions of paragraph 5.6 hereof.

2.8 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 portion of the Property enjoying such benefit. In no event does the benefit of any such easement extend to the general public.

2.9 Ownership Rights Limited to Those Enumerated.

No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in the Common Areas, except as expressly provided in this Declaration. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot, subject to the Association Regulations,

2.10 Platting and Subdivision Restrictions.

Developer may from time to time, plat or re-plat all or any part of the Property owned by Developer, Primo or Magnifico, or the Association, and may widen or extend any right-of-way or easement area shown on the Plat or convert a Lot or other portions of the Property for use as a right-of-way easement or other uses, provided that Developer, Primo or Magnifico, or the Association owns the lands where such changes occur and as to the Association, provided that the Class B Membership as described in Section 4.2 still exists, and provided that upon termination of the Class B Membership, the Association may plat or re-plat any of the property owned solely by the Association. Developer may also establish separate or supplemental covenants and restrictions and amendments thereto with respect to any such portion of the Property.

ARTICLE III

USE RESTRICTIONS

3.1 Residential Use.

Each Lot and the buildings constructed therein shall be used for single-family residential purposes only, and no foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except that a "home office" may be maintained within each Residential Unit, provided that: (i) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; and (ii) there is not a material increase in traffic to and from the Lot; and (iii) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

3.2 Architectural Standards.

(a) Initial Construction: No building, fence, wall, mailbox, swimming pool, driveway or other improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by the Developer in accordance with the procedures described in Article VIII hereof.

(b) Modifications of Exteriors: A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his Residential Unit or Lot including driveways and landscaped areas, nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Modifications Committee.

3.3 Minimum Square Footage.

Lots 1-25, inclusive, and Lots 59-113, inclusive, as to be established by the Plat, shall have a minimum square footage of 2,000 square feet of interior heated and air conditioned living area, exclusive of garages, porches and patios.

Lots 26-58, inclusive, and Lots 114-133, inclusive, as to be established by the Plat, shall have a minimum square footage of 2,800 square fee of interior heated and air conditioned living area, exclusive of garages, porches and patios.

3.4 Other Structures.

Except as to items initially approved by the Developer, no sheds, walls, fencing, tanks, storage buildings, clothes lines, basketball hoops or support structures, children play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Modifications Committee. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, and after completion of construction of the initial improvements to any Lot as evidenced by a certificate of occupancy for the Lot, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer.

3.5 Landscaping.

In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications to the Modifications Committee as part of the architectural approval process. Landscape plans for Lakefront Lots shall include sod to the waterline of the lake. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot including grassed areas of the lake banks of Lakefront Lots. Irrigation water for Lots shall be supplied by the central water system constructed by Developer as part of Work, and not by wells located on Lots. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No living trees measuring ten (10) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Developer or the Modifications Committee unless located within five (5) feet of the approved location of the Residential Unit or within the Developer or Modifications Committee approved driveway location. Any Person removing trees in violation of this covenant shall pay to the Developer (or the Association, after the Developer no larger owns any Lots within the Property) a stipulated liquidated damage sum of $200.00 per inch of diameter measured two (2) feet above the ground for each tree.

3.6 Permits and Restrictions.

Reference is made to the St. Johns River Water Management District Permit No: 40-031-100103-1 ("SJRWMD Permit") governing the Property. The Property will be required to be developed, maintained and operated in accordance with requirements of the SJRWMD Permit and the Association agrees to accept an Assignment of the SJRWMD Permit from the Developer and upon becoming the assignee of any such SJRWMD Permit, the Association shall have the obligation to assure that all terms and conditions thereof are enforced. The Developer or the Association shall have the right to bring an action, at law or in equity, against a Lot Owner violating the SJRWMD Permit.

All Owners of Lots shall, by acceptance of title to the Lot be deemed to have assumed the obligation to comply with the requirements of the foregoing SJRWMD Permit as such relate to the Lot. Except as required or permitted by the foregoing SJRWMD Permit, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or any Common Areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the SJRWMD, unless and until such activity is authorized by or exempt from the requirements of SJRWMD with confirmation of the same being confirmed by documentation of such exception and/or approval, in a form acceptable to Developer or the Association. In the event that an Owner violates the terms and conditions of such permits and for any reason the Developer or the Association is cited therefore, the Lot Owner agrees to indemnify and hold the Developer 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, including but not limited to any correction costs, fines or penalties. Each Owner similarly agrees not to violate the terms of any Conservation Easement affecting the Common Areas, including but not limited to the Preservation Area.

3.7 Fences and Walls.

(a) General: Except as to the Property Boundary Fence and entry monumentation initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Modifications Committee provided this provision shall not apply to Developer or Pineapple Corporation. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. No fencing, walls or landscaping shall be permitted which will interfere with the Association's rights and obligations pursuant to this Declaration.

(b) Property Boundary Walls and Fence: Without the prior written approval of the Developer and/or the Modifications Committee, the Property Boundary Fence, as described in Article II hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

(c) Preservation of Easement Rights: Specific reference is made to the easements shown on the Plat granted and/or reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas unless otherwise approved by the Developer and/or the Modifications Committee. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, or the grantee of the easement.

3.8 Setback Lines.

To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve

trees, the Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with zoning regulations and the PUD Ordinance. This provision shall not apply to Pineapple Corporation.

3.9 Vehicle Restrictions and Garages.

(a) Parking: No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles and non-commercial vehicles (collectively "Permitted Vehicles") may be parked in the garage of the Residential Unit. Passenger automobiles, vans, motorcycles and non-commercial vehicles may be parked in the driveway of the Residential Unit provided that they shall not be allowed to remain on any Lot driveway for a continuous period of 48 hours. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit. Construction trailers may be parked only with the prior written consent of the Developer and/or the Modifications Committee and in an area designated by the Developer and/or the Modifications Committee. Notwithstanding any provision of this Section 3.9 to the contrary, the Association shall have the authority to grant permission for the temporary parking of boats and/or motor homes or recreational vehicles on a case by case basis, provided that in no event shall any recreational vehicle be parked on any Lot for more than a continuous period of twenty-four (24) hours. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer and/or the Modifications Committee, provided this provision shall not apply to Pineapple Corporation. Commercial vehicles with advertising thereon shall not be parked on the Property within public view on a regular basis. Streets within the Property shall not be regularly used for parking. No inoperative vehicle of any type shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of 48 hours, provided, however, this provision shall not apply to any such vehicle being kept in the garage of a Residential Unit and not visible from the street or neighboring Lots. Additional rules and regulations regarding use, repair and storage of vehicles on the Property may be promulgated from time to time by the Board. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. No Permitted Vehicle and no boat, trailer motor home, recreational vehicle, or other vehicles or other motorized equipment shall be maintained and/or repaired on any Lot provided nothing in this paragraph prohibits: (i) the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours; (ii) the washing of Permitted Vehicles or a boat, trailer motor home recreational vehicle or other motorized equipment if such washing is a non-commercial activity associated with the Lot Owners use and/or ownership of the same; or (iii) the occasional parking of vehicles by delivery personnel, guests of Owners, or Owners' family members in a manner not complying with this paragraph.

(b) Garages: All Residential Units must be constructed with a garage (attached or detached) which shall contain at least two standard size parking places usable for parking vehicles. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances shall face toward the side or front of the Lot. No garage shall be

permanently enclosed or converted to another use, provided this provision shall not prohibit combined garage and other residential uses if such other uses have been approved as part of the plans and specifications for the Residential Unit by the Developer and/or the Modifications Committee.

(c) Driveways: All improved Lots shall have a paved driveway constructed of a material approved by the Developer and/or the Modification Committee as part of the plans and specifications for the Residential Unit.

3.10 Antenna Systems.

No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria established by the Developer and reviewed by the Modifications Committee regarding location and screening which do not unreasonably interfere with signal reception.

3.11 Occupancy and Leasing Restrictions.

(a) Occupancy: Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests.

(b) Lease Requirements: All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. Nothing herein shall be deemed to prevent an Owner from leasing Residential Unit for use as a residence for a term of no less than twelve (12) months subject to the provisions and rules and regulations of the Association. Rentals of less than ninety (90) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are strictly prohibited. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that the tenants comply with any and all policies, rules and regulations of the Association.

(c) Compliance: All tenants shall be subject to the terms and conditions of the Governing Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, and the occupants, or persons living with Owner or with his lessee to comply with the Governing Documents and the rules and regulations promulgated thereunder. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the Governing Documents, the Board shall have the power to bring legal proceedings against the lessee to recover sums

due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Special assessments may be levied by the Association's Board of Directors by majority vote of the Board of Directors as called for in the Bylaws article IV, Section 3(b) against the Lot for such amounts.

3.12 Animals.

No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Pet Owners shall be responsible for the timely removal of all pet waste on Pet Owners' Property and Common Areas. No pets may be maintained, kept, cared for or boarded for hire or remuneration and no kennels for boarding or operation shall be allowed. Common household pets" means dogs, cats, domestic birds, and fish. Dogs must be kept on a leash or within enclosed areas at all times. The Association may establish a maximum number of pets that may be kept on a Lot. The Owner will be liable to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by Owner's violation of this provision. Special assessments may be levied by the Associations Board of Directors by majority vote of the Board of Directors as called for in the Bylaws Article IV, Section 3(b) against the Lot for such amounts.

3.13 Storage of Fuel Tanks, Garbage and Trash Receptacles.

All above-ground tanks, cylinders or containers for the storage of liquid petroleum, gas or other fuels, garbage or trash, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets and meet the requirements of applicable law. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is not permitted.

3.14 Utilities.

All potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system installed by Developer as part of the Work. Except for wells installed by the Developer, if any, no well of any kind shall be dug or drilled on the Property, including wells intended to provide irrigation for landscaping located on Lots without the written consent of the Developer and/or the Association. No septic tank may be constructed on any Lot, and

no wastewater may be discharged on the open ground of the Property, or into the lakes or other Common Areas.

3.15 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Modifications Committee and with such Developer and or the Modification Committee's approval. Such devices may not be installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

3.16 Signs, Mailboxes, Banners and Flags.

Other than Developer's and Pineapple Corporation's right to utilize sales and related signage during the time which Developer or Pineapple Corporation are selling the Lots or developing or construction improvements on the Lots, which shall be satisfactory to Developer in Developers sole opinion, no sign of any kind shall be displayed to public view within the Property, except customary address signs and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent, which complies with the Regulations of the Association. All signs permitted by this subsection must be approved by the Developer (as to initial construction of address signs) and/or the Modifications Committee. The size, design and color of all mailboxes and the supporting structures must be approved by the Developer or the Modifications Committee and must comply with Postal Service regulations. One flag of the United States of America may be displayed on each Lot in accordance with Regulations established by the Modifications Committee. No banners or other flags may be displayed on a Lot, except as permitted by Association Regulations.

3.17 Outdoor Drying of Laundry.

Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

3.18 Window Treatments and Air Conditioners.

No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall he permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, in accordance with the plans and specifications for the Residential Unit approved by the Developer and/or the Modifications Committee.

3.19 Security Alarms.

Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes or such other interval as provided in the Association Regulations.

3.20 Noise.

All sounds emanating from within Residential Units or from Lots, including without limitation, talking, singing, television, radio, audio equipment or musical instruments, shall be maintained from 10:00 p.m. until 7:30 a.m. at such volume as is not audible beyond the boundaries of the Lot from which it originates, and at all times so as not to constitute a nuisance or unreasonable annoyance or nuisance to other occupants of the Property.

3.21 General Prohibitions and Indemnity.

No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of applicable Law. No use shall be made of the Property or any part thereof in violation of the Governing Documents having jurisdiction thereof. No noxious, destructive or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any portion of the Property. Each Owner shall defend, indemnify, and hold the Association, the Developer, and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property in violation of this Section 3.21. If a dispute or question arises as to what may be or become a noxious, destructive or offensive nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question.

3.22 Casualty Damage.

In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, 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, unless an extended completion time is approved by the Developer and/or the Association, or unless the Owner has elected not to restore such improvements. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred eighty (180) days after such damage or destruction.

3.23 Shoreline Improvements.

No docks appurtenant to any Parcel shall be permitted. Bulkheads, decks and other shoreline improvements may be built only with the approval of the Developer and/or the Modifications Committee.

3.24 Boating, Swimming and Fishing.

No Boating, swimming or fishing in any of the lakes or ponds located on the Property shall be permitted.

3.25 Vegetative Natural Buffer.

There shall be set aside a permanent vegetative buffer (the "Buffer") over that portion of the Property as to be shown on the Plat. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface (other than fenceposts) are prohibited within the Buffer.

3.26 Provisions Not Applicable to Developer and Pineapple Corporation.

The required review and approval of the Developer, the Association or the Modifications Committee under Sections 3.2(a), (b), 3.5, 3.7 3.8, 3.9, 3.10, 3.15, 3.16, and 3.23, shall not apply to any improvements constructed on any Lot or Common Areas by Developer or its affiliate, The Pineapple Corporation of North Florida, a Florida corporation ("Pineapple Corporation"), or their designated agents, employees or independent contractor.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership.

Every Owner of a Lot is a Member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

4.2 Classification.

The Association has two classes of voting membership:

(a) Class A: So long as there is Class B membership, Class A members are all Lot Owners except Developer. Class A members are entitled to one vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A members are all Lot Owners, including Developer so long as Developer is an Owner.

(b) Class B: The Class B member is Developer, who is entitled to three (3) votes for each Lot owned by Developer, Primo or Magnifico within the Property. The

Class B membership will cease and convert automatically to Class A membership on the first to occur of the following events: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; (ii) three months after ninety (90) percent of the Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than the Developer; or (iii) the effective date of the Developer's written waiver of the Class B membership rights. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the By-Laws referring to classes of membership will be of no further force and effect. For purposes of these Articles, the term "members other than the Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, nor shall it include Primo or Magnifico and their designated successors and assigns.

4.3 Co-Ownership.

If more than one Person holds the record title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.4 Inspection of Records.

All books, records, and papers of the Association, including copies of the Governing Documents and the Regulations, must be open to inspection and copying at the Association's principal office located within the State of Florida during reasonable business hours by any Owner and by Developer, so long as Developer is a Member of the Association in accordance with the provisions set forth in the Bylaws. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification.

4.5 Extraordinary Action.

The Association 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 Developer for so long as the Developer is a member of the Association.

4.6 Amplification.

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 Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or Bylaws to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) General: Subject to the rights of the Developer, and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall maintain the Common Areas and all landscaping and personal property located on the Common Areas in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair provided this provision shall not limit Owner's obligations under this Declaration to maintain any specific portion of the common areas located on such Owner's Lot as specifically provided for in this Declaration, including but not limited to, any portions of the Surface Water or Stormwater Management System, the Property Boundary Fence, or the Preservation Area. The Association's duties with respect to the Common Areas, commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Governing Documents.

(b) Insurance: The Association shall use best efforts to keep any insurable improvements located on the Common Areas or Common Maintenance Areas if the improvements are owned by the Association, if any, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide 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, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage

as determined by the Board of Directors, but not less than $1,000,000.00 for bodily injury and property damage for any single occurrence.

5.2 Common Maintenance Areas.

The cost of maintaining, repairing or replacing any Common Maintenance Areas designated as such by the Developer, the Association or this Declaration and the improvements and personal property located thereon, shall be a common expense of the Association payable by all Lot Owners as set forth herein.

(a) Lake Maintenance: The Association shall maintain the lakes and ponds that are a part of the Surface Water Management System in accordance with applicable permits and governmental requirements, notwithstanding that a portion of any lake or pond may he located within one or more Lots. Subject to the rights of the Developer, the SJRWMD, and any other governmental authorities, the Association shall be responsible to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes. The provisions of this paragraph do not supersede the provisions of Article VII hereof that require Lakefront Owners to maintain the lake shoreline located adjacent to their property. The Association shall also maintain those portions of the Common Areas designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, including but not limited to the Preservation Areas, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction.

(b) Surface Water Management: The Association shall operate and maintain the Surface Water Management System in accordance with the permits issued by the Florida Department of Environmental Protection, the SJRWMD, and all regulations or conditions applicable thereto, including all lakes, littoral areas, retention areas, drainage easements, "Private Easements" shown on a Plat, control structures, underdrains, culverts and filtration systems. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the SJRWMD as required under applicable Law. All maintenance obligations of the Surface Water Management System of the Association shall be performed as ordered by the Association, and the cost of such maintenance incurred by the Association pursuant to this subparagraph, shall be a common expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration. Any modification of the Common Areas that would adversely affect the Surface Water or Stormwater Management System must have the prior approval of the SJRWMD, as required under applicable Law, and the Developer.

(c) Landscaped and Grassed Areas:

(i) The Association shall maintain, repair and replace all landscaping and grassed areas: (A) within the Private Streets located within the

Property, unless a Lot fronts thereon, in which case the Lot Owner shall maintain the area; (B) at the entranceways to the Property, including any adjacent portions of Glen Kernan Parkway and the entranceways to the Property; (C) on or about lift station sites or other utility parcels within the Property; (D) which have been designated on the Plat or the Master Plan as landscaped buffer zones, landscaped areas, or Common Areas; (E) which have been designated as Common Maintenance Areas by the Developer, except such portions of the aforesaid areas to be maintained by Lot Owners under the provisions of Article VII hereof. The foregoing shall include all sprinkler systems, pumps and other related improvements installed by Developer or Association in such areas.

(ii) Developer reserves to itself and the Association, the right to draw water from the lakes within the Property for the purpose of irrigating the above described Section 5.2(c)(i) A through E, landscaped areas, subject to applicable permits and the rights of the Developer, during the period from the recording of this Declaration through the completion of the Work.

(d) Signage: The Association shall also maintain signage within the Property identifying the Property. The cost of maintaining the entry signage and landscaping and other signs identifying the Property is a common expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration.

(e) Storage Areas: Any areas that may be designated by the Developer or the Association for the storage of pool equipment or other items shall be Common Maintenance Areas to be maintained by the Association as a common expense.

(f) Street Lights: The Association shall be responsible to pay electricity charges and the cost of maintenance for the streetlights located within the Private Streets and/or Common Areas of the Property.

5.3 Services. General: The Association may obtain and pay for the services of any Person (including the Developer) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Areas or the 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. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Governing Documents or the Associations Regulations.

5.4 Regulations.

The Association is empowered from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property and the Common Areas. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of

the Board of Directors. For so long as Developer owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's Regulations for the use of the Property and at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self-executing unless and until the Association issues Regulations expressly permitting the same. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

5.5 Implied Rights.

The Association may exercise any 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.

5.6 Access by Development Association.

The Developer and the Association have a right of entry onto all portions of the Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Governing Documents, or for any other purpose reasonably related to the Developer's and the Association's performance of any duty imposed, or exercise of any right granted, by the Governing Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. The Developer's and the Association's right of entry may be exercised by their agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements.

All capital improvements to the Common Areas, except for replacement or repair of those items installed by Developer as part of Work, and except for personal property related to the Common Areas, must be approved by the Developer so long as there is a Class B membership.

5.8 Reserves.

The Association shall establish and maintain an adequate reserve fund 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 Creation of the Lien and Personal Obligation for the Assessments.

Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual or supplemental assessments or charges and any special assessments established and levied pursuant to the terms of this Declaration. Assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof, including reasonable attorneys' fees shall be the personal obligation of the Owner of the Lot at the time the assessment was made. In addition, the assessments against Lots shall be secured by a lien in favor of the Association as set forth herein. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or common services, or abandonment of his Lot. The Developer shall not be subject to assessments for Lots owned by the Developer during the period Developer is finding the deficits of the operating expenses of the Association pursuant to Section 6.6.

6.2 Annual Maintenance Assessments.

(a) General:

(i) The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas (including maintenance of adequate reserves), the payment of any cost sharing or other agreements to which the Association is a party, the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements, and for the performance of the Association duties under the Governing Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to Law, including the maintenance of adequate reserve accounts.

(ii) The Board of Directors of the Association shall determine annual assessments in accordance with the provisions of this Article to meet the projected financial needs of the Association. Subject to subparagraph (b) of this paragraph, the Board's decision as to the amount of the annual assessment and manner of collection shall be dispositive. The Board shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the

Association and shall be open to inspection by any Member during normal business hours.

(iii) At the closing and transfer of title of each Lot (whether the initial transfer of title from the Developer to the Owner or the subsequent transfer of title from the Owner to a third party) other than Developer or Pineapple Corporation, such Owner shall contribute working capital to the Association equal to One Thousand Two Hundred and No/100 Dollars ($1,200.00). These contributions to the Association shall be used for the purpose of defraying the initial operating expenses of the Association and for providing initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

(b) Amount:

(i) Until January 1 of the year of the recording date of this Declaration, the annual maintenance assessment shall be One Thousand Two Hundred and no/100 Dollars ($1,200.00) for each RU Assessment.

(ii) On or before December 31, of the year of the recording date of this Declaration and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the annual RU Assessment for the following year provided that the annual RU Assessment adopted by the Board of Directors for any year may not be increased more than fifteen percent (15%) above the annual RU Assessment for the previous year unless approved by two-thirds (2/3) of the Members present in person or by proxy and voting at a meeting duly convened as provided hereunder. If no Assessment is set for the following year, the annual RU Assessment shall be the same as the prior year unless and until the Board of Directors adopts the annual RU Assessment for the current year.

(c) Rate of Assessment: Lots shall be assessed uniformly in the amount determined by the Board from time to time in accordance with this Article.

(d) Commencement of Annual Assessment: The annual assessment begins as to all Lots within the Property on the first day of the month following conveyance of the first Lot to an Owner other than Developer or Pineapple Corporation. The first annual assessment against all Lots shall be prorated according to the number of months then remaining in the Association's fiscal year.

6.3 Special Assessments.

The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by a majority of those Members present in person or by proxy and voting at a meeting duly convened for such purpose. Notwithstanding the foregoing, this provision shall not govern the provision for Special Assessments against an Owner

as the result of the Associations enforcement of its rights relating to an Owner's or tenant's violations under Section 3.11, pet liabilities of an Owner under Section 3.12, or Specific Assessments under Section 6.5.

6.4 Property Taxes.

The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Lot Owner as part of the annual RU Assessments or as a Special Assessment. At the Board's discretion, such assessment may be payable in a lump sum assessed against each Lot Owner in the same uniform manner as the RU Assessments within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above.

6.5 Specific Assessments.

Any indebtedness of an Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as provided in this Declaration, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice unless another specific provision for such Assessment is provided in this Declaration and/or the Governing Documents.

6.6 Uniformity of Assessments and Developer Funding of Association Operating Expense Deficits.

The annual maintenance assessment and any special assessments for the Common Areas against all Lots within the Property must be uniform, except that while Developer is in control of the Association any Lots owned by Developer, Primo, Magnifico or Pineapple Corporation shall be exempt from assessments during the time that Developer shall have agreed to fund the deficits, if any, between the total of the assessments payable by Lot Owners other than Developer and other income of the Association, and the operating expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer hereby agrees to pay such deficits of the operating expenses of the Association until the first to occur of: (i) the date that a majority of the Board of Directors is elected by Lot Owners other than Developer: or (ii) the date of Developer's notice to the Association that it will no longer fund operating deficits of the Association. 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 Developer owned or Pineapple Corporation Lot other than for purposes of completing Work, such lands shall be assessed in the applicable amount established against other Owners, prorated as of, and commencing with, the month following the date of transfer of title. Primo and Magnifico agree to deliver to Developer, the funds required to cover any deficits, with Primo responsible for forty six percent (46%) of any deficits and Magnifico responsible for fifty four percent (54%) of any deficits. In no event shall the

Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

6.7 Certificate of Payment.

The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific lands have been paid and, if not, its 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 is binding on the Association as of the date of issuance.

6.8 Lien for Assessments.

All sums assessed to any portion of the Property, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien which is hereby reserved for the benefit of the Association and which shall be enforceable through appropriate legal proceedings. The Association may record a notice of lien signed by an officer of the Association against any portion of the Property when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and costs, whether incurred at trial, on appeal or in any bankruptcy and/or collection proceedings, also is the personal obligation of the Person who was the Owner of such portion of the Property when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

6.9 Remedies of the Association.

(a) Personal Obligation: Any assessment not paid within 30 days after its due date shall be delinquent and shall bear interest from the due date, at the rate established from time to time 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 to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Lot, or for any other reason. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure: The Association's lien against Lots 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 and costs, and any assessments against his property that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid (including biding all or a portion of the amounts owned by the Lot Owner to the Association and secured by the lien which is being foreclosed by the Association) at the legal sale to acquire the property foreclosed, or to acquire such

Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and deal with such Lot as an Owner without limiting any of the Associations rights as to the Lot by reason of this Declaration and/or the Governing Documents.

6.10 Homesteads.

By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien on the Lot has priority over any such homestead.

6.11 Subordination of Lien.

The lien on the Lots for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any portion of the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for assessments thereafter becoming due, or from the Association's lien. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments. A written statement of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Maintenance.

Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between his Property line and the paved portion of the Private Streets in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lakefront Lots shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Architectural Approval.

(a) General: The Developer has reserved to itself and the Association full authority to regulate the appearance of the exterior of the Lots and the Residential Units and all other structures and improvements constructed or installed in the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior appearance of the improvements and landscaping located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Residential Units, subject to normal wear and tear that cannot he avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. Except for all construction relating to the Work and items installed by Developer as part of the Work, the Developer's prior approval is required for any and all construction of any improvements of any nature whatsoever within the Property. The Developer and/or the Association upon assignment of the Developers Approval Rights under this Section 8.1(a) and/or 8.1(c) may adopt and impose reasonable fees for review if proposed plans and specifications for Residential Lot improvements pursuant to this Article VIII. The power to regulate includes the power to prohibit and require the removal (when constructed or modified without approval), of those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Developer, and following assignment to the Association, the Association may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing, provided, that such rules and regulations are consistent with the provisions of this Declaration.

(b) Assignment to Association: The Developer shall retain the right of architectural approval of Residential Units and related improvements until the first to occur of: i) construction of a new Residential Unit on the last vacant Lot in the Property; or ii) the effective date of an assignment of the architectural approval rights herein reserved from Developer to the Association. Developer may assign, and the Association shall accept, all or some of the architectural approval rights herein reserved.

(c) Modifications Committee: The Developer and the Association (following assignment) shall appoint a standing committee identified as the Modifications Committee, composed of two or more persons who need not be Owners to review and approve or deny all alterations, additions, renovations or reconstruction of improvements previously approved by the Developer. The Modifications Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Architectural Criteria or to approve matters disapproved by the Developer. Refusal to approve any alterations, additions or other modifications may be based on any grounds, including purely aesthetic ones, which

in the sole discretion of the Modifications Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to- quantity, nature, hours of operation, and how long they may remain in place). Since each situation is unique, in approving or disapproving requests submitted to it hereunder the Modifications Committee may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other. After the Developer's Assignment to the Association of all of the Developer's rights and obligations with respect to the Modifications Committee, the Association shall have final authority to make a final determination with respect to any dispute between a Lot Owner and the Modifications Committee.

(d) Miscellaneous: The Developer or the Association (following assignment) may retain the services of an architect, landscape architect, or designer (the "Professional Advisor") to assist in the architectural review process. No member of the Modifications Committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, may be paid a uniform reasonable fee approved by the Developer or the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided. The Developer and/or Association may adopt and impose reasonable fees for Plans and Specification reviews pursuant to this Article VIII.

8.2 Applications.

All applications for architectural approval must be accompanied by detailed and complete plans and specifications, including a site plan showing existing trees ten inches (10") or more in diameter two feet above ground level, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as the Developer, the Association or the Modifications Committee shall reasonably require. The Developer, the Association or the Modifications Committee shall respond to the applicant within twenty (20) days after receipt of the application either approving, disapproving for specific reasons, or requesting additional information. All approvals must be in writing.

8.3 Inspection.

The Developer, the Association, or the Modifications Committee, or their designate may inspect construction to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if requested by an Owner and if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria.

8.4 Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the Modifications Committee, neither the Developer, the Association, the Board of Directors, the Professional Advisor or members of the Modifications Committee 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 arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

8.5 Exemption of Developer and Pineapple Corporation.

The Developer and Pineapple Corporation shall not be subject to any required review or approvals called for in this Article VIII, with respect to any of the Work or any of the Improvements by Developer and Pineapple Corporation to the Property and Lots.

ARTICLE IX

OPERATION AND EXTENSION

9.1 Developer's Additions.

(a) General: The Developer shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion thereof, constituting part of the Master Plan. Developer shall also have the right, at any time from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional properties shall be adjacent or contiguous to Property already subjected to this Declaration (for purposes of this Declaration, property separated by public or private roads, lakes, conservation areas, or open landscaped areas shall be deemed contiguous), (ii) the addition of such property shall be reasonably consistent with the common scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the owner or owners thereof, if other than the Developer, shall become, upon their inclusion within the Property, subject to assessments for Association expenses.

(b) Supplementary Declaration: The addition of property to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a supplementary declaration of covenants and restrictions with respect to the property to be added. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the method or rate of assessment for common expenses, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration, provided that all such modifications are

reasonably consistent with the common scheme for development set forth in the Declaration and in the Master Plan. Such supplementary declaration shall become effective upon being recorded in the public records of Duval County, Florida. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of this Association, or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

(c) Additional Declarations: Developer reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional property owners' associations and/or condominium associations having administrative responsibility and control over certain portions of the Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

9.2 Other Extensions.

The extension of the provisions of this Declaration to any lands other than as set forth above requires the approval of two-thirds (2/3) of each class of the Members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE X

GENERAL PROVISIONS

10.1 Enforcement.

(a) Legal Proceedings: The Developer, the Association, or any Lot Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Governing Documents. The prevailing party in any litigation to enforce any provision of the Governing Documents or any of the Association's Regulations shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs incurred in any trial, appellate, bankruptcy, and/or collection proceedings. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees incurred in any trial, appellate, bankruptcy, and/or collection proceedings, may be assessed against the Owner's Lot, as 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.

(b) No Waiver: Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver

of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association to any Owner or any other Person.

(c) SJRWMD: Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water, Stormwater Management System and/or jurisdictional lands subject to the regulation of the SJRWMD. Any repair or reconstruction of the Surface Water, Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD.

(d) Fines and Suspension of Rights:

(i) The Association may suspend a Member or Member's family members, tenants, guests or invitees use of recreational facilities or other common facilities located within the Common Areas for violation of the Governing Documents or the Regulations pertaining to the use of such facilities for a period not to exceed ninety (90) days. The Board of Directors shall consider, among other factors, the nature of the violation and the number of prior violations of the same or similar rules or regulations by the violator. The Association may also levy reasonable fines for violations of the Governing Documents or the Regulations. The imposition of fines or suspension of use rights require the Association to comply with the notice and hearing requirements set forth in the Bylaws.

(ii) The Association may also suspend the voting rights of Members for non-payment of annual assessments as set forth in the Bylaws.

10.2 Term and Renewal.

The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless two-thirds (2/3) of the then Owners elect not to re-impose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the SJRWMD Permit must be assigned to and accepted by an entity approved by the SJRWMD.

10.3 Amendment.

(a) Developer: For so long as there is a Class B membership, the Developer 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: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; (ii) to amend this Declaration or the other Governing Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents, a Plat, the Master Plan, or the PUD Ordinance; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property or (iv) any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD.

(b) Owners: Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association by written recorded amendment and approved by not less than sixty-seven percent (67%) of the total voting interests of all Owners. No amendment shall be effective until recorded.

(c) Surface Water or Stormwater Management System: Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD.

10.4 Interpretation and No Doctrine of Merger as to Easements.

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" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" 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 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. The doctrine of construing against the drafter shall not apply to this Declaration. The doctrine of merger or unity of title shall not apply to extinguish

any easements granted, assigned, reserved or created now or hereinafter pursuant to the terms of this Declaration in the event the same person owns all or a portion of both the benefited and burdened property subject to such easement.

10.5 Other Approvals.

All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots) and as the same may be required while there is a Class B membership: (a) amendment of this Declaration; (b) alienation or encumbrancing of all or any portion of the Common Areas; (c) the merger, consolidation, or dissolution of the Association; and (d) the extension of the provisions of this Declaration to lands other than the Property.

10.6 Reservation of Right to Release Restrictions.

In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, or where due to lot size or configuration, permitting limitations, soil conditions, or other unusual constraints, a proposed structure would violate this Declaration, Developer reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, 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 Lots 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 Lots.

10.7 Provisions Inoperative as to Initial Construction.

Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, 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 Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

10.8 Assignment.

Developer may assign to any Person, including Subdivision Developers and persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Developer 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 10 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 Developer.

10.9 Severability.

Invalidation of any 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 Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

10.10 Notices.

Any notice required to be sent to any Owner, or the Developer 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 shall be sent in the manner described above to the registered office of the Association.

10.11 Disclaimers and Limitations.

(a) Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR AS REQUIRED BY THE SJRWMD PERMIT. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE

PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

(b) Disclaimer of Liability of Association and Developer. NOTWITHSTAND-ING ANYTHING CONTAINED HEREIN OR IN GOVERNING DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "GOVERNING DOCUMENTS"), THE ASSOCIATION AND/OR DEVELOPER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, ANY OWNER RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(i) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(ii) THE ASSOCIATION AND/OR THE "DEVELOPER" ARE NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND ARE NOT RESPONSIBLE FOR PROVIDING ANY SECURITY SERVICES TO THE PROPERTY; AND

(iii) ANY PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION AND/OR THE "DEVELOPER" TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION AND/OR THE

"DEVELOPER" ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION AND/OR THE "DEVELOPER" HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" AND/OR "DEVELOPER" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S AND/OR "DEVELOPER" DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, BOARD OF DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

10.12 NOTICE OF PERMIT REQUIEMENTS.

THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF SJRWMD. THE SJRWMD PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION AND/OR THE DEVELOPER SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT AND/OR ANY OTHER APPLICABLE PERMITS AFFECTING THE PROPERTY, INCLUDING ANY ACOC PERMIT. THE SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT ON THE PROPERTY, COMMON AREAS, INCLUDING THE PRESERVATION AREA SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE SJRWMD PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS LOCATED ON SUCH OWNER'S LOT, IF ANY IN THE CONDITION REQUIRED UNDER THE SJRWMD PERMIT AND UNDER ANY APPLICABLE CONSERVATION EASEMENT OR OTHER PERMIT, IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND UNDER ANY APPLICABLE CONSERVATION EASEMENT OR OTHER PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY

PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT OBTAINING ANY REQUIRED PRIOR WRITTEN APPROVAL OF THE SJRWMD, AS APPLICABLE.

10.13 Conflicts.

THIS DECLARATION SHALL CONTROL THE ARTICLES AND BYLAWS IN THE EVENT OF ANY CONFLICT WITH THE ARTICLES AND/OR BYLAWS. THE ARTICLES SHALL CONTROL ALL THE BYLAWS IN THE EVENT OF ANY CONFLICT WITH THE BYLAWS.

[Signature page follows]

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

Signed, sealed and delivered
in the presence of:

Print Name: Alan B. Hamm

Print Name: Edward L. Kelly

PINEAPPLE-PALERMO, LLC, a Florida limited liability company

By: The

By: _____
Print Name: Spencer T. Calvert
Its: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31 day of January, 2006, by Spencer T. Calvert as V.P. of **PINEAPPLE-PALERMO,** LLC, a Florida limited liability company, on behalf of the limited liability company.

Print Name: Edward L. Kelly

Edward L. Kelly
MY COMMISSION # DD154077 EXPIRES
October 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known [ ] or
Produced ID AN

Type of Identification Produced:
_____

CONSENT AND JOINDER OF LANDOWNER

The undersigned, **PINEAPPLE-PRIMO PALERMO, LLC,** a Florida limited liability company as the owner of these certain lands located in Duval County, Florida, more particularly described on Exhibit A of this Declaration (the "Primo Property"), hereby consents and joins in this Declaration for purposes of submitting all of the Primo Property to all of the terms, conditions and provisions of this Declaration, to which this Consent is attached.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 31st day of January, 2006.

Signed, sealed and delivered
in the presence of:

Print Name: 4/5/17 Mich

Print Name: EDWARD L. KELLY

PINEAPPLE-PRIMO PALERMO,
LLC, a Florida limited liability company
THE PINEAPPLE CORPORATION OF NORTH FLORIDA, ITS MANA
By:
Print Name: SPENCER T. CALVERT
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

THE PINEAPPLE CORPORATION OF NORTH FLORIDA, the Manager

The foregoing instrument was acknowledged before me this ___ day of January, 2006, by SPENCER T. CALVERT as Vice President of PINEAPPLE-PRIMO **PALERMO, LLC**, a Florida limited liability company, on behalf of the limited liability company.

Print Name:
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
Personally Known [ ]
Or Produced ID [X]
[check one of the above]

Type of Identification Produced:

Edward L. Kelly
MY COMMISSION # DD154077 EXPIRES
October 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CONSENT AND JOINDER OF LANDOWNER

The undersigned, **PINEAPPLE-MAGNIFICO PALERMO, LLC**, a Florida limited liability company as the owner of these certain lands located in Duval County, Florida, more particularly described on Exhibit A of this Declaration (the "Magnifico Property"), hereby consents and joins in this Declaration for purposes of submitting all of the Primo Property to all of the terms, conditions and provisions of this Declaration, to which this Consent is attached.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 31st day of January, 2006.

Signed, sealed and delivered
in the presence of:

Print Name: Alyn B. Brandt

Print Name: Edward L. Kelly

PINEAPPLE-MAGNIFICO PALERMO, LLC, a Florida limited liability company

THE PINEAPPLE CORPORATION OF NORTH FLORIDA, ITS MANAGER

By: _____

Print Name: SPENCER T. CALVERT

Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The Pineapple Corporation of North Florida, the Manager of

The foregoing instrument was acknowledged before me this 31st day of January, 2006, by Spencer T. Calvert, as Vice President of **PINEAPPLE-MAGNIFICO PALERMO, LLC**, a Florida limited liability company, on behalf of the limited liability company.

Print Name: _____
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known [ ]
Or Produced ID [X]
[check one of the above]

Type of Identification Produced:
_____

Edward L. Kelly
MY COMMISSION # DD154077 EXPIRES
October 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CONSENT AND JOINDER OF LANDOWNER

The undersigned, **PALERMO PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation as the owner of these certain lands located in Duval County, Florida, more particularly described on Exhibit A of this Declaration (the "Primo Property"), hereby consents and joins in this Declaration for purposes of submitting all of the Primo Property to all of the terms, conditions and provisions of this Declaration, to which this Consent is attached.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 31st day of January, 2006.

Signed, sealed and delivered
in the presence of:

Print Name: Heather Hannah

Print Name: Edward L. Kelly

PALERMO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Print Name: Spencer T. Calvert
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of January, 2006, by Spencer T. Calvert as President of **PALERMO PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation.

Print Name: Edward L. Kelly
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:_____
Personally Known [ ]
Or Produced ID [X]
[check one of the above]

Type of Identification Produced:
_____

Edward L. Kelly
MY COMMISSION # DD154077 EXPIRES
October 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CONSENT OF MORTGAGEE

The undersigned, **WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association** (the "Bank"), the holder of (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed by Pineapple-Primo Palermo, LLC, a Florida limited liability company dated January 31, 2006, recorded or to be recorded in the public records of Duval County, Florida (the "Primo Mortgage"); (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed by Pineapple-Magnifico Palermo, LLC, a Florida limited liability company dated January 31, 2006, recorded or to be recorded in the public records of Duval County, Florida (the "Magnifico Mortgage"); (iii) that certain Additional Collateral Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed Palermo Property Owners Association, Inc., a Florida not-for-profit corporation dated January 31, 2006, recorded or to be recorded in the public records of Duval County, Florida (the "POA Mortgage"); and (iv) certain other loan documents (collectively, the "Loan Documents")), hereby consents to the Declaration of Covenants and Restrictions for Palermo dated January 31, 2006, to which this Consent is attached (the "Declaration of Covenants"), and agrees that the Primo Mortgage and Magnifico Mortgage shall be deemed subordinate to the Declaration of Covenants, without further action required by the parties, upon the recording of a satisfaction of the POA Mortgage.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 31st day of January, 2006.

Witnesses:

Print Name: EDWARD L. KELLY

Print Name:

MORTGAGEE:

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association

By:
Print Name: Susan S. Beaugrand
Its: VP

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of January, 2006, by Susan S. Beauchamp, as Vice President of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, on behalf of the banking association.

Judith A. Matthews
Print Name:_____
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:_____
Personally Known [ ]
Or Produced ID [ ]
[check one of the above]

Type of Identification Produced:
_____

Judith A. Matthews
Commission # DD444044
Expires July 29, 2009
Bonded Troy Fain Insurance, Inc 800-385-7019

EXHIBITS LIST

Exhibit "A"	-	Property
Exhibit "B"	-	Articles of Incorporation
Exhibit "C"	-	Bylaws
Exhibit "D"	-	Common Areas

Exhibit "A"

Property

Portion of Property owned by Pineapple-Primo Palermo, LLC

PRIVETT & ASSOC. OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658
FAX (904) 743-7661

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL "B" (TOTAL)

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE, 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 303.21 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE CONTINUE SOUTH 88°48'09" WEST, ALONG SAID NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS IN VOLUME 6631, PAGE 328, 725.66 FEET; THENCE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF A 40-FOOT STRIP AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 8514, PAGE 297, 2,114.94 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES; THENCE SOUTH 37°00'00" EAST, 1.51 FEET; THENCE SOUTH 11°00'00" EAST, 60.00 FEET; THENCE SOUTH 50°00'00" EAST, 30.00 FEET; THENCE SOUTH 12°00'00" EAST, 30.00 FEET; THENCE SOUTH 60°00'00" EAST, 35.00 FEET; THENCE SOUTH 36°00'00" EAST, 65.00 FEET; THENCE SOUTH 55°00'00" EAST, 55.00 FEET; THENCE NORTH 79°00'00" EAST, 30.00 FEET; THENCE SOUTH 75°00'00" EAST, 240.00 FEET; THENCE SOUTH 82°00'00" EAST, 60.00 FEET; THENCE NORTH 82°00'00" EAST, 23.82 FEET; THENCE SOUTH 06°14'04" WEST, 244.52 FEET TO A POINT ON A CURVE, THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°36'12" WEST, 35.50 FEET; THENCE SOUTH 06°55'18" WEST, 153.19 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00°39'34" WEST, 27.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 90°00'00" WEST, 83.60 FEET; THENCE SOUTH 01°15'52" EAST, 200.86 FEET; THENCE SOUTH 22°45'29" EAST, 426.14 FEET; THENCE SOUTH 10°28'25" WEST, 472.51 FEET; THENCE SOUTH 73°25'01" EAST, 88.43 FEET; THENCE SOUTH 01°11'51" EAST, 191.51 FEET; THENCE NORTH 88°48'09" EAST, 261.86 FEET; THENCE SOUTH 01°11'51" EAST, 140.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 19.34 ACRES, MORE OR LESS.

LESS AND EXCEPT

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNE
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 3221
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-3":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE NORTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS VOLUME IN 6631, PAGE 328, 1028.87 FEET; THENCE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF A 40 FOOT STRIP AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 8514, PAGE 297, 1,731.63 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, 383.30 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG THE SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 37°00'00" EAST, 1.51 FEET; THENCE SOUTH 11°00'00" EAST, 60.00 FEET; THENCE SOUTH 50°00'00" EAST, 30.00 FEET; THENCE SOUTH 12°00'00" EAST, 30.00 FEET; THENCE SOUTH 60°00'00" EAST, 35.00 FEET; THENCE SOUTH 36°00'00" EAST, 65.00 FEET; THENCE SOUTH 55°00'00" EAST, 55.00 FEET; THENCE NORTH 79°00'00" EAST, 30.00 FEET; THENCE SOUTH 75°00'00" EAST, 240.00 FEET; THENCE SOUTH 82°00'00" EAST, 60.00 FEET; THENCE NORTH 82°00'00" EAST, 23.82 FEET; THENCE SOUTH 06°14'04" WEST, 89.75 FEET; THENCE NORTH 82°25'24" WEST, 24.54 FEET; THENCE NORTH 39°17'46" WEST, 47.86 FEET; THENCE SOUTH 78°39'30" WEST, 47.04 FEET; THENCE NORTH 65°37'53" WEST, 45.02 FEET; THENCE NORTH 87°51'38" WEST, 45.28 FEET; THENCE NORTH 89°33'41" WEST, 31.75 FEET; THENCE NORTH 84°21'02" WEST, 36.65 FEET; THENCE SOUTH 88°41'22" WEST, 39.59 FEET; THENCE NORTH 74°36'25" WEST, 48.53 FEET; THENCE NORTH 70°06'18" WEST, 18.16 FEET; THENCE SOUTH 81°05'56" WEST, 40.54 FEET; THENCE SOUTH 33°56'28" WEST, 44.54 FEET; THENCE SOUTH 29°46'03" WEST, 38.40 FEET; THENCE SOUTH 56°45'18" WEST, 16.88 FEET; THENCE SOUTH 68°21'48" WEST, 26.27 FEET TO THE EASTERLY LINE OF SAID 40 FOOT STRIP AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.25 ACRES, MORE OR LESS.

LESS AND EXCEPT

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-2":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 303.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE SOUTH 88°48'09" WEST, 261.86 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE SOUTH 88°48'09' WEST, 219.09 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°57'48" WEST, 22.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°25'17" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°13'51" WEST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 13°07'00" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 07°29'55" WEST, 22.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°15'52" WEST, 1,290.01 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°17'04" EAST, 42.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 05°00'58" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 54°19'54" EAST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66°19'15" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°21'36" EAST, 39.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°29'44" EAST, 150.87 FEET; THENCE SOUTH 06°55'18" WEST, 74.03 FEET

PRIVETT & ASSOC.
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2732 TOWNSEND BOULEVAR
JACKSONVILLE, FLORIDA, 322
(904) 743-7658
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TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°34'21" WEST, 34.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 75°48'30" WEST, 137.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°32'50" WEST, 89.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°15'52" EAST, 1290.01 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°13'51" EAST, 77.74 FEET TO THE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°48'09" EAST, 219.09 FEET; THENCE SOUTH 01°11'51" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.39 ACRES MORE OR LESS.

THE LAND THUS DESCRIBED EXCLUDING EXCEPTIONS CONTAINS 15.70 ACRES, MORE OR LESS.

SEE DRAWING #C-04-002(B) BY THIS FIRM.

SIGNED: _____

JOHN M. JAMES, P.L.S. NO. 4774

Portion of Property owned by Pineapple-Magnifico Palermo, LLC

PALERMO - MAGNIFIC

PRIVETT & ASSOC. OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
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FAX (904) 743-7661

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL "A" (TOTAL)

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 303.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE SOUTH 88°48'09" WEST, 261.86 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE NORTH 73°25'01" WEST, 88.43 FEET; THENCE NORTH 10°28'25" EAST, 472.51 FEET; THENCE NORTH 22°45'29" WEST, 426.14 FEET; THENCE NORTH 01°15'52" WEST, 200.86 FEET; THENCE NORTH 90°00'00" EAST, 83.60 FEET TO A POINT ON A CURVE, THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°39'34" EAST, 27.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°55'18" EAST, 153.19 FEET TO A POINT ON A CURVE, THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°36'12" EAST, 35.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°14'04" EAST, 244.52 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES; THENCE NORTH 82°00'00" EAST, 171.18 FEET; THENCE SOUTH 45°00'00" EAST, 75.00 FEET; THENCE SOUTH 89°00'00" EAST, 55.00 FEET; THENCE SOUTH 46°00'00" EAST, 270.00 FEET; THENCE SOUTH 37°00'00" EAST, 200.00 FEET; THENCE SOUTH 54°00'00" EAST, 110.00 FEET; THENCE SOUTH 18°00'00" EAST, 130.00 FEET; THENCE SOUTH 54°00'00" EAST, 70.00 FEET; THENCE SOUTH 75°00'00" EAST, 100.00 FEET; THENCE NORTH 89°00'00" EAST, 55.56 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID HODGES BOULEVARD; THENCE SOUTH 16°34'59" WEST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 1,240.94 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 29.85 ACRES, MORE OR LESS.

LESS AND EXCEPT

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LEGAL DESCRIPTION FOR PARCEL "C-1"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94 FEET; THENCE SOUTH 73°25'01" EAST, 50.00 FEET; THENCE SOUTH 16°34'59" WEST, 198.15 FEET; THENCE SOUTH 73°25'01" EAST, 250.00 FEET; THENCE NORTH 16°34'59" EAST, 240.00 FEET; THENCE SOUTH 79°09'37" EAST, 50.25 FEET; THENCE SOUTH 16°34'59" WEST, 180.00 FEET; THENCE SOUTH 73°25'01" EAST, 140.00 FEET; THENCE NORTH 16°34'59" EAST, 527.27 FEET; THENCE NORTH 86°18'56" WEST, 37.77 FEET; THENCE NORTH 00°20'08" EAST, 1.88 FEET; THENCE NORTH 81°08'01" WEST, 23.30 FEET; THENCE NORTH 33°46'00" EAST, 24.23 FEET; THENCE NORTH 17°47'58" EAST, 40.79 FEET; THENCE NORTH 01°08'55" WEST, 30.71 FEET; THENCE NORTH 30°07'14" EAST, 38.95 FEET; THENCE NORTH 16°33'34" EAST, 55.19 FEET; THENCE NORTH 27°38'27" WEST, 37.45 FEET; THENCE NORTH 15°22'05" EAST, 34.95 FEET; THENCE NORTH 26°19'32" WEST, 28.67 FEET; THENCE NORTH 47°59'59" WEST, 42.60 FEET; THENCE NORTH 49°14'13" WEST, 31.21 FEET; THENCE NORTH 48°50'40" WEST, 47.44 FEET; THENCE NORTH 21°54'41" EAST, 42.25 FEET; THENCE NORTH 17°13'32" WEST, 66.67 FEET; THENCE NORTH 68°44'33" WEST, 18.22 FEET; THENCE NORTH 62°37'26" EAST, 12.64 FEET; THENCE NORTH 19°29'34" WEST, 19.13 FEET; THENCE NORTH 37°36'45" EAST, 14.47 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES; THENCE SOUTH 18°00'00" EAST, ALONG 120.68 FEET; THENCE SOUTH 54°00'00" EAST, 70.00 FEET; THENCE SOUTH 75°00'00" EAST, 100.00 FEET; THENCE NORTH 89°00'00" EAST, 55.56 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD; THENCE SOUTH 16°34'59" WEST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 1,240.94 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 5.55 ACRES, MORE OR LESS.

LESS AND EXCEPT

PRIVETT & ASSOC.
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FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-5"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE, THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 16°34'59" EAST, 113.74 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 265.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°36'46" WEST, 274.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,386.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 39°36'38" WEST, 299.29 FEET TO A POINT OF COMPOUND CURVATURE. THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 23°37'48" WEST, 42.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 22°18'27" WEST, 22.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,376.12 FEET, A CHORD BEARING AND DISTANCE OF NORTH 29°56'20" WEST, 39.79 FEET; THENCE SOUTH 61°17'26" WEST, 124.75 FEET; THENCE NORTH 01°15'52" WEST, 133.60 FEET; THENCE NORTH 90°00'00" EAST, 83.60 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°39'34" EAST, 27.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°55'18" EAST, 153.19 FEET TO A POINT ON A CURVE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 86°23'23" EAST, 150.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 60°40'46" EAST, 188.67 FEET TO A POINT OF REVERSE CURVATURE. THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,036.00 FEET, A CHORD BEARING AND DISTANCE OF

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FAX (904) 743-7661

SOUTH 42°37'48" EAST, 452.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°46'39" EAST, 162.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°41'04" WEST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°08'02" WEST, 134.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 79.57 FEET; THENCE NORTH 79°09'37" WEST, 50.25 FEET; THENCE NORTH 16°34'59" EAST, 84.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°08'02" EAST, 123.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°41'04" EAST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 25°46'37" WEST, 113.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,086.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°37'48" WEST, 474.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 60°40'46" WEST, 137.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 88°43'01" WEST, 84.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°24'47" WEST, 34.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°55'18" WEST, 79.15 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°26'31" EAST, 44.77 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,326.12 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 29°17'12" EAST, 68.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 22°18'27" EAST, 36.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 23°37'48" EAST, 25.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,336.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 39°36'38" EAST, 288.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 315.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 14°36'46" EAST, 326.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 113.74 FEET; THENCE NORTH 73°25'01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.98 ACRES, MORE OR LESS.

LESS AND EXCEPT

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(904) 743-7658
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LEGAL DESCRIPTION FOR PARCEL "C-4":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 2,068.45 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN A WESTERLY AND NORTHWESTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 89°00'00" WEST, 55.56 FEET; THENCE NORTH 75°00'00" WEST, 100.00 FEET; THENCE NORTH 54°00'00" WEST, 70.00 FEET; THENCE NORTH 18°00'00" WEST, 130.00 FEET; THENCE NORTH 54°00'00" WEST, 12.80 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 38°48'47" WEST, 13.39 FEET; THENCE SOUTH 22°51'05" WEST, 55.67 FEET; THENCE SOUTH 11°32'00" WEST, 28.11 FEET; THENCE SOUTH 46°31'39" WEST, 22.68 FEET; THENCE NORTH 48°07'30" WEST, 60.86 FEET; THENCE NORTH 15°24'33" WEST, 45.72 FEET; THENCE NORTH 83°35'54" WEST, 37.37 FEET; THENCE NORTH 32°49'38" WEST, 39.96 FEET; THENCE NORTH 21°57'54" WEST, 37.03 FEET; THENCE NORTH 32°15'13" WEST, 26.89 FEET; THENCE NORTH 32°36'24" WEST, 30.56 FEET; THENCE NORTH 75°27'06" WEST, 42.33 FEET; THENCE NORTH 07°59'33" WEST, 47.06 FEET; THENCE NORTH 39°35'13" WEST, 31.63 FEET; THENCE NORTH 52°50'44" WEST, 44.73 FEET; THENCE NORTH 34°37'28" WEST, 41.49 FEET; THENCE NORTH 39°26'32" WEST, 45.32 FEET; THENCE NORTH 64°29'51" WEST, 44.08 FEET; THENCE NORTH 40°14'06" WEST, 38.25 FEET; THENCE NORTH 28°17'03" WEST, 21.06 FEET; THENCE SOUTH 70°56'12" WEST, 30.92 FEET; THENCE NORTH 88°27'37" WEST, 52.73 FEET; THENCE NORTH 78°45'47" WEST, 35.16 FEET; THENCE SOUTH 72°17'20" WEST, 57.18 FEET; THENCE NORTH 71°33'13" WEST, 57.15 FEET; THENCE NORTH 82°25'24" WEST, 12.32 FEET; THENCE NORTH 06°14'04" EAST, 89.75 FEET; THENCE NORTH 82°00'00" EAST, 171.18 FEET; THENCE SOUTH 45°00'00" EAST, 75.00 FEET; THENCE SOUTH 89°00'00" EAST, 55.00 FEET; THENCE SOUTH 46°00'00" EAST, 270.00 FEET; THENCE SOUTH 37°00'00" EAST, 200.00 FEET; THENCE SOUTH 54°00'00" EAST, 97.20 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.79 ACRES, MORE OR LESS.

THE LAND THUS DESCRIBED EXCLUDING EXCEPTIONS CONTAINS 19.53 ACRES, MORE OR LESS.

SEE DRAWING #C-04-002(C) BY THIS FIRM.

SIGNED: _____

JOHN M. JAMES, P.L.S. NO. 4774

Portion of Property owned by Palermo Property Owners Association, Inc.

PALATKA - COMMON

PRIVETT & ASSOC. OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658
FAX (904) 743-7661

EXHIBIT "A"

LEGAL DESCRIPTION FOR PARCEL "C"

LEGAL DESCRIPTION FOR PARCEL "C-1"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78 21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94 FEET; THENCE SOUTH 73°25'01" EAST, 50.00 FEET; THENCE SOUTH 16°34'59" WEST, 198.15 FEET; THENCE SOUTH 73°25'01" EAST, 250.00 FEET; THENCE NORTH 16°34'59" EAST, 240.00 FEET; THENCE SOUTH 79°09'37" EAST, 50.25 FEET; THENCE SOUTH 16°34'59" WEST, 180.00 FEET; THENCE SOUTH 73°25'01" EAST, 140.00 FEET; THENCE NORTH 16°34'59" EAST, 527.27 FEET; THENCE NORTH 86°18'56" WEST, 37.77 FEET; THENCE NORTH 00°20'08" EAST, 1.88 FEET; THENCE NORTH 81°08'01" WEST, 23.30 FEET; THENCE NORTH 33°46'00" EAST, 24.23 FEET; THENCE NORTH 17°47'58" EAST, 40.79 FEET; THENCE NORTH 01°08'55" WEST, 30.71 FEET; THENCE NORTH 30°07'14" EAST, 38.95 FEET; THENCE NORTH 16°33'34" EAST, 55.19 FEET; THENCE NORTH 27°38'27" WEST, 37.45 FEET; THENCE NORTH 15°22'05" EAST, 34.95 FEET; THENCE NORTH 26°19'32" WEST, 28.67 FEET; THENCE NORTH 47°59'59" WEST, 42.60 FEET; THENCE NORTH 49°14'13" WEST, 31.21 FEET; THENCE NORTH 48°50'40" WEST, 47.44 FEET; THENCE NORTH 21°54'41" EAST, 42.25 FEET; THENCE NORTH 17°13'32" WEST, 66.67 FEET; THENCE NORTH 68°44'33" WEST, 18.22 FEET; THENCE NORTH 62°37'26" EAST, 12.64 FEET; THENCE NORTH 19°29'34" WEST, 19.13 FEET; THENCE NORTH 37°36'45" EAST, 14.47 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES; THENCE SOUTH 18°00'00" EAST, ALONG 120.68 FEET; THENCE SOUTH 54°00'00" EAST, 70.00 FEET; THENCE SOUTH 75°00'00" EAST, 100.00 FEET; THENCE NORTH 89°00'00" EAST, 55.56 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD; THENCE SOUTH 16°34'59" WEST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 1,240.94 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 5.55 ACRES, MORE OR LESS.

TOGETHER WITH

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLAN
2732 TOWNSEND BOULEVAI
JACKSONVILLE, FLORIDA, 32
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-2":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 303.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE SOUTH 88°48'09" WEST, 261.86 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE SOUTH 88°48'09' WEST, 219.09 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°57'48" WEST, 22.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°25'17" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°13'51" WEST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 13°07'00" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 07°29'55" WEST, 22.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°15'52" WEST, 1,290.01 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°17'04" EAST, 42.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 05°00'58" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 54°19'54" EAST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66°19'15" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°21'36" EAST, 39.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°29'44" EAST, 150.87 FEET; THENCE SOUTH 06°55'18" WEST, 74.03 FEET

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658
FAX (904) 743-7661

TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°34'21" WEST, 34.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 75°48'30" WEST, 137.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°32'50" WEST, 89.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°15'52" EAST, 1290.01 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°13'51" EAST, 77.74 FEET TO THE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°48'09" EAST, 219.09 FEET; THENCE SOUTH 01°11'51" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.39 ACRES MORE OR LESS.

TOGETHER WITH

SEE DRAWING #C-04-002(B) BY THIS FIRM.

SIGNED: _____
JOHN M. JAMES, P.L.S. NO. 4774

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANI
2732 TOWNSEND BOULEVAF
JACKSONVILLE, FLORIDA, 32
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-3":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE NORTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS VOLUME IN 6631, PAGE 328, 1028.87 FEET; THENCE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF A 40 FOOT STRIP AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 8514, PAGE 297, 1,731.63 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, 383.30 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG THE SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 37°00'00" EAST, 1.51 FEET; THENCE SOUTH 11°00'00" EAST, 60.00 FEET; THENCE SOUTH 50°00'00" EAST, 30.00 FEET; THENCE SOUTH 12°00'00" EAST, 30.00 FEET; THENCE SOUTH 60°00'00" EAST, 35.00 FEET; THENCE SOUTH 36°00'00" EAST, 65.00 FEET; THENCE SOUTH 55°00'00" EAST, 55.00 FEET; THENCE NORTH 79°00'00" EAST, 30.00 FEET; THENCE SOUTH 75°00'00" EAST, 240.00 FEET; THENCE SOUTH 82°00'00" EAST, 60.00 FEET; THENCE NORTH 82°00'00" EAST, 23.82 FEET; THENCE SOUTH 06°14'04" WEST, 89.75 FEET; THENCE NORTH 82°25'24" WEST, 24.54 FEET; THENCE NORTH 39°17'46" WEST, 47.86 FEET; THENCE SOUTH 78°39'30" WEST, 47.04 FEET; THENCE NORTH 65°37'53" WEST, 45.02 FEET; THENCE NORTH 87°51'38" WEST, 45.28 FEET; THENCE NORTH 89°33'41" WEST, 31.75 FEET; THENCE NORTH 84°21'02" WEST, 36.65 FEET; THENCE SOUTH 88°41'22" WEST, 39.59 FEET; THENCE NORTH 74°36'25" WEST, 48.53 FEET; THENCE NORTH 70°06'18" WEST, 18.16 FEET; THENCE SOUTH 81°05'56" WEST, 40.54 FEET; THENCE SOUTH 33°56'28" WEST, 44.54 FEET; THENCE SOUTH 29°46'03" WEST, 38.40 FEET; THENCE SOUTH 56°45'18" WEST, 16.88 FEET; THENCE SOUTH 68°21'48" WEST, 26.27 FEET TO THE EASTERLY LINE OF SAID 40 FOOT STRIP AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.25 ACRES, MORE OR LESS.

TOGETHER WITH

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANN
2732 TOWNSEND BOULEVAR
JACKSONVILLE, FLORIDA, 322
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-4":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEIN MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORN OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CL UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS O SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE 2,068.45 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN A WESTERLY AND NORTHWESTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 89°00'00" WEST, 55.56 FEET; THENCE NORTH 75°00'00" WEST, 100.00 FEET; THENCE NORTH 54°00'00" WEST, 70.00 FEET; THENCE NORTH 18°00'00" WEST, 130.00 FEET; THENCE NORTH 54°00'00" WEST, 12.80 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 38°48'47" WEST, 13.39 FEET; THENCE SOUTH 22°51'05" WEST, 55.67 FEET; THENCE SOUTH 11°32'00" WEST, 28.11 FEET; THENCE SOUTH 46°31'39" WEST, 22.68 FEET; THENCE NORTH 48°07'30" WEST, 60.86 FEET; THENCE NORTH 15°24'33" WEST, 45.72 FEET; THENCE NORTH 83°35'54" WEST, 37.37 FEET; THENCE NORTH 32°49'38" WEST, 39.96 FEET; THENCE NORTH 21°57'54" WEST, 37.03 FEET; THENCE NORTH 32°15'13" WEST, 26.89 FEET; THENCE NORTH 32°36'24" WEST, 30.56 FEET; THENCE NORTH 75°27'06" WEST, 42.33 FEET; THENCE NORTH 07°59'33" WEST, 47.06 FEET; THENCE NORTH 39°35'13" WEST, 31.63 FEET; THENCE NORTH 52°50'44" WEST, 44.73 FEET; THENCE NORTH 34°37'28" WEST, 41.49 FEET; THENCE NORTH 39°26'32" WEST, 45.32 FEET; THENCE NORTH 64°29'51" WEST, 44.08 FEET; THENCE NORTH 40°14'06" WEST, 38.25 FEET; THENCE NORTH 28°17'03" WEST, 21.06 FEET; THENCE SOUTH 70°56'12" WEST, 30.92 FEET; THENCE NORTH 88°27'37" WEST, 52.73 FEET; THENCE NORTH 78°45'47" WEST, 35.16 FEET; THENCE SOUTH 72°17'20" WEST, 57.18 FEET; THENCE NORTH 71°33'13" WEST, 57.15 FEET; THENCE NORTH 82°25'24" WEST, 12.32 FEET; THENCE NORTH 06°14'04" EAST, 89.75 FEET; THENCE NORTH 82°00'00" EAST, 171.18 FEET; THENCE SOUTH 45°00'00" EAST, 75.00 FEET; THENCE SOUTH 89°00'00" EAST, 55.00 FEET; THENCE SOUTH 46°00'00" EAST, 270.00 FEET; THENCE SOUTH 37°00'00" EAST, 200.00 FEET; THENCE SOUTH 54°00'00" EAST, 97.20 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.79 ACRES, MORE OR LESS.

TOGETHER WITH

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLAN
2732 TOWNSEND BOULEVA
JACKSONVILLE, FLORIDA, 32
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-5"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE, THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 16°34'59" EAST, 113.74 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 265.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°36'46" WEST, 274.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,386.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 39°36'38" WEST, 299.29 FEET TO A POINT OF COMPOUND CURVATURE. THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 23°37'48" WEST, 42.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 22°18'27" WEST, 22.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,376.12 FEET, A CHORD BEARING AND DISTANCE OF NORTH 29°56'20" WEST, 39.79 FEET; THENCE SOUTH 61°17'26" WEST, 124.75 FEET; THENCE NORTH 01°15'52" WEST, 133.60 FEET; THENCE NORTH 90°00'00" EAST, 83.60 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°39'34" EAST, 27.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°55'18" EAST, 153.19 FEET TO A POINT ON A CURVE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 86°23'23" EAST, 150.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 60°40'46" EAST, 188.67 FEET TO A POINT OF REVERSE CURVATURE. THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,036.00 FEET, A CHORD BEARING AND DISTANCE OF

PRIVETT & ASSOC. OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658
FAX (904) 743-7661

SOUTH 42°37'48" EAST, 452.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°46'39" EAST, 162.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°41'04" WEST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°08'02" WEST, 134.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 79.57 FEET; THENCE NORTH 79°09'37" WEST, 50.25 FEET; THENCE NORTH 16°34'59" EAST, 84.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°08'02" EAST, 123.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°41'04" EAST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 25°46'37" WEST, 113.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,086.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°37'48" WEST, 474.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 60°40'46" WEST, 137.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 88°43'01" WEST, 84.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°24'47" WEST, 34.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°55'18" WEST, 79.15 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°26'31" EAST, 44.77 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,326.12 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 29°17'12" EAST, 68.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 22°18'27" EAST, 36.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 23°37'48" EAST, 25.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,336.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 39°36'38" EAST, 288.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 315.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 14°36'46" EAST, 326.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 113.74 FEET; THENCE NORTH 73°25'01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.98 ACRES, MORE OR LESS.

THE TOTAL LAND DESCRIBED CONTAINS 13.96 ACRES, MORE OR LESS.

SEE DRAWING #C-04-002(B) BY THIS FIRM.

SIGNED: _____

JOHN M. JAMES, P.L.S. NO. 4774

Exhibit "D"

Common Areas

PRIVETT & ASSOC.
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EXHIBIT "A"

LEGAL DESCRIPTION FOR PARCEL "C"

LEGAL DESCRIPTION FOR PARCEL "C-1"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD, (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94 FEET; THENCE SOUTH 73°25'01" EAST, 50.00 FEET; THENCE SOUTH 16°34'59" WEST, 198.15 FEET; THENCE SOUTH 73°25'01" EAST, 250.00 FEET; THENCE NORTH 16°34'59" EAST, 240.00 FEET; THENCE SOUTH 79°09'37" EAST, 50.25 FEET; THENCE SOUTH 16°34'59" WEST, 180.00 FEET; THENCE SOUTH 73°25'01" EAST, 140.00 FEET; THENCE NORTH 16°34'59" EAST, 527.27 FEET; THENCE NORTH 86°18'56" WEST, 37.77 FEET; THENCE NORTH 00°20'08" EAST, 1.88 FEET; THENCE NORTH 81°08'01" WEST, 23.30 FEET; THENCE NORTH 33°46'00" EAST, 24.23 FEET; THENCE NORTH 17°47'58" EAST, 40.79 FEET; THENCE NORTH 01°08'55" WEST, 30.71 FEET; THENCE NORTH 30°07'14" EAST, 38.95 FEET; THENCE NORTH 16°33'34" EAST, 55.19 FEET; THENCE NORTH 27°38'27" WEST, 37.45 FEET; THENCE NORTH 15°22'05" EAST, 34.95 FEET; THENCE NORTH 26°19'32" WEST, 28.67 FEET; THENCE NORTH 47°59'59" WEST, 42.60 FEET; THENCE NORTH 49°14'13" WEST, 31.21 FEET; THENCE NORTH 48°50'40" WEST, 47.44 FEET; THENCE NORTH 21°54'41" EAST, 42.25 FEET; THENCE NORTH 17°13'32" WEST, 66.67 FEET; THENCE NORTH 68°44'33" WEST, 18.22 FEET; THENCE NORTH 62°37'26" EAST, 12.64 FEET; THENCE NORTH 19°29'34" WEST, 19.13 FEET; THENCE NORTH 37°36'45" EAST, 14.47 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES; THENCE SOUTH 18°00'00" EAST, ALONG 120.68 FEET; THENCE SOUTH 54°00'00" EAST, 70.00 FEET; THENCE SOUTH 75°00'00" EAST, 100.00 FEET; THENCE NORTH 89°00'00" EAST, 55.56 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD; THENCE SOUTH 16°34'59" WEST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 1,240.94 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 5.55 ACRES, MORE OR LESS.

TOGETHER WITH

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANN
2732 TOWNSEND BOULEVAR
JACKSONVILLE, FLORIDA, 322
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FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-2":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 303.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE SOUTH 88°48'09" WEST, 261.86 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE SOUTH 88°48'09' WEST, 219.09 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°57'48" WEST, 22.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°25'17" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°13'51" WEST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 13°07'00" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 07°29'55" WEST, 22.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°15'52" WEST, 1,290.01 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°17'04" EAST, 42.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 05°00'58" WEST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 54°19'54" EAST, 89.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66°19'15" EAST, 22.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 105.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°21'36" EAST, 39.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°29'44" EAST, 150.87 FEET; THENCE SOUTH 06°55'18" WEST, 74.03 FEET

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNERS
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FAX (904) 743-7661

TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°34'21" WEST, 34.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 75°48'30" WEST, 137.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°32'50" WEST, 89.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°15'52" EAST, 1290.01 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°13'51" EAST, 77.74 FEET TO THE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°48'09" EAST, 219.09 FEET; THENCE SOUTH 01°11'51" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.39 ACRES MORE OR LESS.

TOGETHER WITH

SEE DRAWING #C-04-002(B)
BY THIS FIRM.

SIGNED: _____
JOHN M. JAMES, P.L.S. NO. 4774

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNI
2732 TOWNSEND BOULEVARI
JACKSONVILLE, FLORIDA, 322
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-3":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357; THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE NORTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS VOLUME IN 6631, PAGE 328, 1028.87 FEET; THENCE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF A 40 FOOT STRIP AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 8514, PAGE 297, 1,731.63 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 01°15'52" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, 383.30 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION, ALONG THE SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 37°00'00" EAST, 1.51 FEET; THENCE SOUTH 11°00'00" EAST, 60.00 FEET; THENCE SOUTH 50°00'00" EAST, 30.00 FEET; THENCE SOUTH 12°00'00" EAST, 30.00 FEET; THENCE SOUTH 60°00'00" EAST, 35.00 FEET; THENCE SOUTH 36°00'00" EAST, 65.00 FEET; THENCE SOUTH 55°00'00" EAST, 55.00 FEET; THENCE NORTH 79°00'00" EAST, 30.00 FEET; THENCE SOUTH 75°00'00" EAST, 240.00 FEET; THENCE SOUTH 82°00'00" EAST, 60.00 FEET; THENCE NORTH 82°00'00" EAST, 23.82 FEET; THENCE SOUTH 06°14'04" WEST, 89.75 FEET; THENCE NORTH 82°25'24" WEST, 24.54 FEET; THENCE NORTH 39°17'46" WEST, 47.86 FEET; THENCE SOUTH 78°39'30" WEST, 47.04 FEET; THENCE NORTH 65°37'53" WEST, 45.02 FEET; THENCE NORTH 87°51'38" WEST, 45.28 FEET; THENCE NORTH 89°33'41" WEST, 31.75 FEET; THENCE NORTH 84°21'02" WEST, 36.65 FEET; THENCE SOUTH 88°41'22" WEST, 39.59 FEET; THENCE NORTH 74°36'25" WEST, 48.53 FEET; THENCE NORTH 70°06'18" WEST, 18.16 FEET; THENCE SOUTH 81°05'56" WEST, 40.54 FEET; THENCE SOUTH 33°56'28" WEST, 44.54 FEET; THENCE SOUTH 29°46'03" WEST, 38.40 FEET; THENCE SOUTH 56°45'18" WEST, 16.88 FEET; THENCE SOUTH 68°21'48" WEST, 26.27 FEET TO THE EASTERLY LINE OF SAID 40 FOOT STRIP AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.25 ACRES, MORE OR LESS.

TOGETHER WITH

PRIVETT & ASSOC.
OF FLORIDA, INC.

SURVEYORS AND LAND PLANNE
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 3221
(904) 743-7658
FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-4":

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNE OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUI UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, 2,068.45 FEET TO THE CENTERLINE OF "OPEN CREEK"; THENCE IN A WESTERLY AND NORTHWESTERLY DIRECTION, ALONG SAID CREEK CENTERLINE AND THE MEANDER THEREOF, THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 89°00'00" WEST, 55.56 FEET; THENCE NORTH 75°00'00" WEST, 100.00 FEET; THENCE NORTH 54°00'00" WEST, 70.00 FEET; THENCE NORTH 18°00'00" WEST, 130.00 FEET; THENCE NORTH 54°00'00" WEST, 12.80 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 38°48'47" WEST, 13.39 FEET; THENCE SOUTH 22°51'05" WEST, 55.67 FEET; THENCE SOUTH 11°32'00" WEST, 28.11 FEET; THENCE SOUTH 46°31'39" WEST, 22.68 FEET; THENCE NORTH 48°07'30" WEST, 60.86 FEET; THENCE NORTH 15°24'33" WEST, 45.72 FEET; THENCE NORTH 83°35'54" WEST, 37.37 FEET; THENCE NORTH 32°49'38" WEST, 39.96 FEET; THENCE NORTH 21°57'54" WEST, 37.03 FEET; THENCE NORTH 32°15'13" WEST, 26.89 FEET; THENCE NORTH 32°36'24" WEST, 30.56 FEET; THENCE NORTH 75°27'06" WEST, 42.33 FEET; THENCE NORTH 07°59'33" WEST, 47.06 FEET; THENCE NORTH 39°35'13" WEST, 31.63 FEET; THENCE NORTH 52°50'44" WEST, 44.73 FEET; THENCE NORTH 34°37'28" WEST, 41.49 FEET; THENCE NORTH 39°26'32" WEST, 45.32 FEET; THENCE NORTH 64°29'51" WEST, 44.08 FEET; THENCE NORTH 40°14'06" WEST, 38.25 FEET; THENCE NORTH 28°17'03" WEST, 21.06 FEET; THENCE SOUTH 70°56'12" WEST, 30.92 FEET; THENCE NORTH 88°27'37" WEST, 52.73 FEET; THENCE NORTH 78°45'47" WEST, 35.16 FEET; THENCE SOUTH 72°17'20" WEST, 57.18 FEET; THENCE NORTH 71°33'13" WEST, 57.15 FEET; THENCE NORTH 82°25'24" WEST, 12.32 FEET; THENCE NORTH 06°14'04" EAST, 89.75 FEET; THENCE NORTH 82°00'00" EAST, 171.18 FEET; THENCE SOUTH 45°00'00" EAST, 75.00 FEET; THENCE SOUTH 89°00'00" EAST, 55.00 FEET; THENCE SOUTH 46°00'00" EAST, 270.00 FEET; THENCE SOUTH 37°00'00" EAST, 200.00 FEET; THENCE SOUTH 54°00'00" EAST, 97.20 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.79 ACRES, MORE OR LESS.

TOGETHER WITH

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FAX (904) 743-7661

LEGAL DESCRIPTION FOR PARCEL "C-5"

A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF HUNT CLUB ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY JACKSONVILLE GOLF AND COUNTRY CLUB UNIT ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 45, PAGE 5 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF HODGES BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 16°34'59" EAST, ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, 827.51 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN THE OFFICIAL RECORDS OF SAID COUNTY IN VOLUME 6396, PAGE 357 THENCE SOUTH 88°48'09" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 78.21 FEET; THENCE NORTH 01°11'51" WEST, 140.00 FEET; THENCE NORTH 50°44'47" WEST, 67.66 FEET TO A POINT ON A CURVE, THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°01'41" WEST, 104.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 88°48'09" WEST, 340.25 FEET; THENCE NORTH 01°11'51" WEST, 191.51 FEET; THENCE SOUTH 73°25'01" EAST, 123.23 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 09°23'23" EAST, 31.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°34'59" EAST, 328.94' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE NORTH 16°34'59" EAST, 113.74 FEET TO A POINT OF CURVATURE, THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 265.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°36'46" WEST, 274.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,386.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 39°36'38" WEST, 299.29 FEET TO A POINT OF COMPOUND CURVATURE. THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 23°37'48" WEST, 42.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 22°18'27" WEST, 22.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,376.12 FEET, A CHORD BEARING AND DISTANCE OF NORTH 29°56'20" WEST, 39.79 FEET; THENCE SOUTH 61°17'26" WEST, 124.75 FEET; THENCE NORTH 01°15'52" WEST, 133.60 FEET; THENCE NORTH 90°00'00" EAST, 83.60 FEET TO A POINT ON A CURVE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°39'34" EAST, 27.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06°55'18" EAST, 153.19 FEET TO A POINT ON A CURVE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 875.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 86°23'23" EAST, 150.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 60°40'46" EAST, 188.67 FEET TO A POINT OF REVERSE CURVATURE. THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,036.00 FEET, A CHORD BEARING AND DISTANCE OF

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SOUTH 42°37'48" EAST, 452.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°46'39" EAST, 162.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°41'04" WEST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°08'02" WEST, 134.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 79.57 FEET; THENCE NORTH 79°09'37" WEST, 50.25 FEET; THENCE NORTH 16°34'59" EAST, 84.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°08'02" EAST, 123.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°41'04" EAST, 217.62 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 25°46'37" WEST, 113.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,086.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°37'48" WEST, 474.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 60°40'46" WEST, 137.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 925.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 88°43'01" WEST, 84.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°24'47" WEST, 34.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°55'18" WEST, 79.15 FEET TO A POINT OF CURVATURE, THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°26'31" EAST, 44.77 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,326.12 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 29°17'12" EAST, 68.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 22°18'27" EAST, 36.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 23°37'48" EAST, 25.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,336.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 39°36'38" EAST, 288.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 315.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 14°36'46" EAST, 326.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°34'59" WEST, 113.74 FEET; THENCE NORTH 73°25'01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 2.98 ACRES, MORE OR LESS.

THE TOTAL LAND DESCRIBED CONTAINS 13.96 ACRES, MORE OR LESS.

SEE DRAWING #C-04-002(B)
BY THIS FIRM.

SIGNED: _____

JOHN M. JAMES, P.L.S. NO. 4774