

Recording: _____

THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDING, RETURN TO:

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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made as of December 30th, 2021, by **BARTRAM COMMONS, LLC**, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("**Declarant**"); with the consent and joinder of **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("**Winslow**") and **BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.**, a corporation not-for-profit organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, (the "**Association**").

A. Declarant, Winslow, and the Association are the owners of several adjoining parcels of real property in Duval County and St. Johns County, Florida, including the Property and the Easement Areas (each as defined below).

B. Winslow has entered into a contract for the sale and purchase of the Multifamily Parcels (defined below), pursuant to which Winslow has agreed to restrict, or cause the restriction of, the Property as more particularly set forth herein.

C. Winslow will convey the three Multifamily Parcels to three separate Owners, with each such Owner of a Multifamily Parcel having the right to independently construct, develop, and operate a multifamily apartment community on such Multifamily Parcel pursuant to terms of this Declaration.

D. The Property and the Easement Areas (collectively, the "**Development Area**") are part of the Bartram Park Development of Regional Impact (the "**DRP**"), the development of which is authorized by the following development orders (collectively, the "**DO**"):

1. Ordinance No. 2000-451-E adopted by the City of Jacksonville, Florida, on August 4, 2000, as amended; and

2. Resolution No. 2000-139 adopted by St. Johns County, Florida, on September 19, 2000, as amended (provided, however, that such resolution does not govern, affect, or encumber the Multifamily Parcels).

E. The development and use of the Development Area are subject to all of the terms and provisions of the following documents, all as amended from time to time, (collectively, the "**Development Documents**"):

1. The DO;

2. Comprehensive Plan Ordinance Number 2000-53 adopted by St. Johns County, Florida, on September 19, 2000 (provided, however, that such ordinance does not govern, affect, or encumber the Multifamily Parcels);

3. Comprehensive Plan Ordinance Number 2000-450-E adopted by the City of Jacksonville City Council, on July 25, 2000;

4. Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended (the "City PUD");

5. Planned Unit Development Resolution No. 2001-3 adopted by St. Johns County, Florida, on January 17, 2001, and recorded February 1, 2001, in Official Records Book 1563, at page 32, of the public records of St. Johns County, Florida, as amended (provided, however, that such ordinance does not govern, affect, or encumber the Multifamily Parcels); and

6. Declaration of Covenants, Conditions, and Restrictions made by Bartram Park, Ltd., Flagler Development Company, and Bartram Lakes, LLC, dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1233, of the public records of St. Johns County, Florida, as amended.

F. All improvements to the Development Area are and shall be subject to the Development Documents as set forth above and the prior review and approval of Declarant, as required by, and in accordance with, this Declaration and the Development Documents.

G. Declarant desires to, and does hereby, declare and establish certain covenants, conditions, and restrictions as to the development and use of, by Declarant and its respective successors and assigns, including each and every other person, partnership (whether general or limited), corporation, or other legal entity (collectively, the "Owners") owning any part of the fee simple title to, the real property in Duval County, Florida, described in Exhibit A-1, which is attached hereto and, by this reference, made a part hereof, ("**Multifamily Parcel 1**"); the real property in Duval County, Florida, described in Exhibit A-2, which is attached hereto and, by this reference, made a part hereof, ("**Multifamily Parcel 2**"); the real property in Duval County, Florida, described in Exhibit A-3, which is attached hereto and, by this reference, made a part hereof, ("**Multifamily Parcel 3**" and, together with Multifamily Parcel 1 and Multifamily Parcel 2, collectively, the "**Multifamily Parcels**" and each a "**Multifamily Parcel**"); the real property in Duval County, Florida, described in Exhibit A-4, which is attached hereto and, by this reference, made a part hereof, (the "**Outparcels**"); the real property in Duval County, Florida, described in Exhibit A-5, which is attached hereto and, by this reference, made a part hereof, (the "**Cell Tower Parcel**" and, together with the Outparcels and the Multifamily Parcels, collectively, the "**Property**"); and the real property in Duval County, Florida, described in Exhibit B-1, which is attached hereto and, by this reference, made a part hereof, (the "**Access and Utilities Easement Area**"); and the real property in Duval County and St. Johns County, Florida, described in Exhibit B-2, which is attached hereto and, by this reference, made a part hereof, (the "**Drainage Easement Area**" and, together with the Access and Utilities Easement Area, collectively, the "**Easement Areas**"), which covenants, conditions, and restrictions shall run with the title to the Property and the Easement Areas, as applicable.

H. Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, the Association for the purpose of exercising the functions, responsibilities, duties, and other actions contemplated herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (the “**Recitals**”) are true and correct and the Recitals are, by this reference, made a part of this Declaration.

2. Exhibits. The exhibits attached to this Declaration are, by this reference, made a part of this Declaration.

3. Definitions and Abbreviations. The following terms are used in this Declaration as defined in this Section 3:

a. “**Articles**” means the articles of incorporation of the Association and its successors and assigns, as may be amended from time to time. A copy of a certified copy of the original Articles, as filed with the State of Florida Department of State, is attached hereto as Exhibit C and, by this reference, made a part hereof.

b. “**Bylaws**” means the Bylaws of the Association and its successors and assigns, as may be amended from time to time. A copy of the original Bylaws is attached hereto as Exhibit D and, by this reference, made a part hereof.

c. “**Cell Tower Parcel**” shall have the meaning assigned to it in Recital (G), being that certain portion of the Property depicted and designated as the “Cell Tower Easement” on the Future Site Plan (defined below), and including those buildings and improvements constructed thereon from time to time.

d. “**Common Area**” means the Access and Utilities Easement Area and the Drainage Easement Area, as the same may be modified from time to time in accordance with the terms and conditions of this Declaration.

e. “**Declarant**” means either (i) Declarant as defined in the preamble, or (ii) a successor to whom or which Declarant specifically assigns its respective rights as “Declarant” hereunder by way of a written assignment recorded in the public records of Duval County and St. Johns County, Florida.

f. “**Intended Use**” means the construction and operation of three (3) multi-family apartment developments on the Multifamily Parcels with up to thirty (30) units per acre for the entire Multifamily Parcels consisting of up to one thousand sixty-nine (1069) “multi-family apartment” units with a maximum height of up to eighty (80) feet as defined and permitted in the City PUD (together, the “**Permitted Units**”), together with accessory uses, clubhouses, leasing offices, pools, other amenities and on-site parking and garages that may be constructed by the Owner of any Multifamily Parcel, as approved by the City of Jacksonville and in accordance with such Owner’s building permits.

g. “**Leasable Floor Area**” means the floor area calculated in square feet located in or appurtenant to buildings constructed or to be constructed on any Outparcel. The Leasable Floor Area shall include the ground floor area within said buildings; enclosed vestibules; exclusive passageways; basements; storage areas; mezzanines; outdoor garden shops; outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service); and exclusive of enclosed loading areas and areas utilized exclusively for fueling.

h. “**Member**” means a member of the Association, as provided in this Declaration, the Articles, or the Bylaws.

i. **"Multifamily Parcels"** shall have the meaning assigned to it in Recital (G), being Multifamily Parcel 1, Multifamily Parcel 2, and Multifamily Parcel 3, as depicted on the Site Plan (defined below), and including those buildings and improvements constructed thereon from time to time.

j. **"Multifamily Parcels Proportionate Share"** shall mean seventy-three percent (73%), as the same shall be allocated among the Multifamily Parcels on a pro rata basis based on (i) the number of Units allocated to each Multifamily Parcel prior to substantial completion of construction of the Intended Use on any Multifamily Parcel, or (ii) the number of Units actually constructed on each Multifamily Parcel after substantial completion of construction of the Intended Use on any Multifamily Parcel. Notwithstanding the foregoing, the Owners of the Multifamily Parcels may allocate their respective proportionate shares of the Multifamily Parcels Proportionate Share in such manner as such Owners may elect in their sole discretion and pursuant to separate instrument recorded in the public records of Duval County, Florida.

k. **"Outparcel"** or **"Outparcels"** shall have the meaning assigned to it in Recital (G), being those certain portions of the Property depicted and designated as an "Outparcel" on the Site Plan, as the same may be modified from time to time in accordance with the terms and conditions of this Declaration, or as otherwise determined by Declarant in its sole discretion, and which real property is adjacent to Race Track Road.

l. **"Outparcels Proportionate Share"** shall mean twenty-seven percent (27%), as the same may be allocated by the Outparcel Owner(s) among the Outparcels on a pro rata basis based on the Leasable Floor Area on each Outparcel.

m. **"Owner"** or **"Owners"** shall have the meaning assigned to it in Recital (G). If more than one person, partnership (whether general or limited), corporation, or other legal entity holds any part of the fee simple title to the Property, then all such persons, partnerships (whether general or limited), corporations, or other legal entities are Owners, jointly and severally. Declarant is and shall be an Owner with respect to any Parcel (defined below) from time to time owned by Declarant.

n. **"Parcel"** or **"Parcels"** shall mean, individually or collectively, respectively, those certain portions of real property, on which will be developed and operated private commercial enterprises, including the Multifamily Parcels, the Outparcels, and the Cell Tower Parcel, said Parcels being part of the Property.

o. **"Permittee"** shall mean any tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

p. **"Proportionate Share"** shall mean the Multifamily Parcels Proportionate Share and/or the Outparcels Proportionate Share as the context requires.

q. **"Site Plan"** shall mean the conceptual site plan attached hereto as Exhibit E-1 and, by this reference, made a part hereof (the **"Current Site Plan"**), or the conceptual site plan attached hereto as Exhibit E-2 and, by this reference, made a part hereof (the **"Future Site Plan"**), as applicable pursuant to the terms and conditions of this Declaration.

r. **"Stormwater Management System"** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of

discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The Stormwater Management System is part of the Common Area.

s. “Unit” shall mean any multi-family housing unit developed within the Multifamily Parcels and, unless the content otherwise requires, each Unit Equivalent.

t. “Unit Equivalent” shall mean each 1,000 square feet of Leasable Floor Area constructed, planned to be constructed, or approved for development on an Outparcel.

u. “Work” means the development of all or any portion of the Property by construction and installation of streets, buildings, and other improvements.

4. Covenants Associated with the Parcels.

a. Development Rights Associated with the Multifamily Parcels. The Development Documents allow for the allocation of certain development rights to the Multifamily Parcels (the “Development Rights”). The development of the Multifamily Parcels is subject to, and shall be consistent with, the allocation of the Development Rights to the Multifamily Parcels and the applicable Development Documents. A document or instrument effecting the allocation of the Development Rights to each of the Multifamily Parcels is being recorded in the public records of Duval County, Florida, contemporaneously with the recording of this Declaration, which documents or instruments shall provide that Multifamily Parcel 1 shall be allocated 384 multifamily units, Multifamily Parcel 2 shall be allocated 307 multifamily units, and Multifamily Parcel 3 shall be allocated 378 multifamily units. The Owners of the Multifamily Parcels shall have the right to reallocate the Development Rights among such Owners in any manner as such Owners may elect in their sole discretion pursuant to separate instrument recorded in the public records of Duval County, Florida. In no event shall the Owners of the Multifamily Parcels have any obligation to transfer any of the Development Rights back to Winslow until such time as all construction of the Intended Use on each Multifamily Parcel is substantially completed, each as evidenced by a certificate of occupancy for the final building constructed on such Multifamily Parcel. The Multifamily Parcels shall not be developed any more intensively than is permitted by the allocation of the Development Rights to the Multifamily Parcels or for any use other than the Intended Use without the prior written approval of Declarant, subject to the right to reallocate the Development Rights among the Owners of the Multifamily Parcels as set forth above. No Owner of any Multifamily Parcel nor any of their respective successors and assigns shall seek any revisions, amendments, or modifications of or to the Development Documents or the Development Rights without the prior written approval of Declarant, which approval shall not be unreasonably withheld, conditioned, or delayed. Declarant shall provide its written approval or disapproval of any such Owner’s written request to revise, amend, or modify any of the Development Documents within ten (10) business days after Declarant’s receipt of such written request. In the event that Declarant fails to provide written approval or disapproval of any such request, then such revision, amendment, or modification shall be deemed approved by Declarant. Notwithstanding the above, the limitations on the intensity of development, changes in use, and revisions to the Development Documents set forth in this Section shall terminate when Declarant and its affiliates have conveyed to unrelated third parties all of the real property within the DRI subject to this Declaration. Notwithstanding any provision or implication of this Declaration or in any document or instrument executed and/or delivered in connection with this Declaration to the contrary, Declarant shall have the right, in its sole, absolute, and unfettered discretion, to seek, obtain, and/or make or enter into amendments, supplements, or other modifications or revisions (individually or collectively, “Revisions”) of or to the Development Documents in a manner that does not have an impact on the development, operation, use, or value of the Multifamily Parcels and no Owner thereof shall object hereto; provided, however, that Declarant shall not seek, obtain, or make and/or enter into Revisions of or to the Development Documents that would reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Multifamily

Parcels, or otherwise adversely impact the ability of the Owner thereof to develop or operate, or delay the Owner thereof in the development of, the Multifamily Parcels for their Intended Use, or result in any increase in such Owner's share of any regular or special assessments levied pursuant to the Development Documents or any material monetary or construction obligations, without the prior written consent of such Owner; provided, further, that any Revisions that do reduce the density or intensity of the Development Rights, result in any increase in the development exactions imposed on the Multifamily Parcels, or otherwise adversely impact the ability of the Owner thereof to develop or operate, or delay such Owner in the development of, the Multifamily Parcels for their Intended Use, or result in any increase in such Owner's share of any regular or special assessments levied pursuant to the Development Documents or any material monetary or construction obligation pursuant to such Development Documents, shall not be made without the prior written consent of the Owner thereof, which consent may be withheld at such Owner's sole discretion. Declarant consents to the Owner of the Multifamily Parcels modifying the Development Documents (i) to lower the residential parking requirements on the Multifamily Parcels to not less than 1.35 parking spaces per Permitted Unit, (ii) to lower the residential loading space requirements on the Multifamily Parcels to not less than one (1) loading space for every two (2) buildings thereof constructed thereon, (iii) to lower the residential bicycle parking requirements, (iv) clarify the nonresidential parking, loading and bicycle space requirements, (v) to modify the signage requirements and (vi) to clarify the park standards and recreation area standards that apply to the Multifamily Parcels; provided, however, that all in-person and electronic meetings, telephone calls, and other communications with the City of Jacksonville with respect thereto shall include, and be approved in advance by, Declarant's representatives and legal counsel.

b. Development Standards Associated with the Multifamily Parcels. Subject to the express terms of this Declaration, the development of, and construction on, the Multifamily Parcels shall be undertaken only in strict compliance with the allocation of the Development Rights to the Multifamily Parcels, the applicable Development Documents, and the plans, specifications, and elevations for such development or construction submitted to and reviewed and approved by Declarant as to all exterior (but not interior) improvements so as to achieve harmony of external design; provided, however, nothing contained herein shall prohibit the Owner of the Multifamily Parcels from submitting the Development Plans (defined below) to all applicable governmental and/or regulatory offices simultaneously with submission to Declarant.

c. Architectural Review and Approval of Improvements to the Parcels. Declarant shall have the right to review and approve the plans related to any and all landscaping, external aspects of site improvements, and structures of any kind, including, without limitation, any building, fence, wall, sign, screen enclosure, utility line, sewer, drain, disposal system, landscape device or object, driveway, or other improvement that shall be commenced, erected, placed or maintained upon the Parcels (collectively, the "Development Plans"). No such landscaping, site improvements, or structures, and no material addition, material change, or other material alteration thereto, shall be undertaken unless and until the plans, specifications, and location of the same have been submitted to and approved in writing by Declarant in accordance with this Declaration. The written approval of the Development Plans by Declarant shall not be unreasonably withheld, conditioned, or delayed. If Declarant does not notify the Owner in writing of objections, specifying in detail the objection to the Development Plans, within ten (10) business days after receipt thereof, then such Owner's Development Plans shall be deemed approved and at any time thereafter, upon such Owner's request, Declarant shall promptly confirm in writing its approval or deemed approval, as the case may be. Any disapproval shall be accompanied by comments which, if agreed to by the Owner and incorporated into such Development Plans, would result in the approval of the same. If the Owner submits to Declarant preliminary or conceptual plans and specifications required by this paragraph that are then reviewed and approved by Declarant, and if such Owner subsequently submits to Declarant detailed plans and specifications required by this paragraph consistent with the preliminary or conceptual plans and specifications previously submitted to and reviewed and approved by Declarant, then the subsequently

submitted detailed plans and specifications likewise shall be approved by Declarant. Owners, or their respective successors and/or assigns, shall keep Declarant informed of any material changes thereto.

d. Signage. Each Owner of a Parcel and its Permittees shall comply with the signage restrictions set forth in the City PUD, as amended and modified from time to time, and all applicable governmental rules, regulations, ordinances, and laws with respect to signage on the Property. Declarant shall have the right to review and approve, in advance, the location and specifications of any signage on the Property, which shall not be unreasonably withheld, conditioned, or delayed. Prior to erecting any signage on the Property, the applicable Owner shall submit to Declarant for its approval detailed architectural drawings showing such Owner's proposed signage; provided, however, that Declarant's approval shall not be required for maintenance or repair of approved signage. In the event that Declarant fails to provide written approval or disapproval of architectural drawings within ten (10) business days after submission or resubmission of such architectural drawings, then such signage shall be deemed approved by Declarant. Any disapproval shall be accompanied by comments which, if agreed to by the Owner, would result in the approval of the same. No pylon or similar signs shall be constructed, erected, or otherwise maintained on the Property. All project identification signage on the Property shall be monument signs. Any and all signage that shall be constructed, erected, or otherwise maintained on the Multifamily Parcels shall comply with the allocation of the Development Rights to the Multifamily Parcels and the City PUD, as amended and modified from time to time. The Owners of the Multifamily Parcels shall have the exclusive right to construct, install, maintain, repair, replace, and display signage on monument signs located (x) in the median of the right of way to be constructed as the primary access to the Property from Race Track Road located between "Outparcel C" and "Outparcel D," and (y) in the additional rights of way located (A) to the west of Outparcel A and (B) between "Outparcel J" and "Outparcel K" that also connect the Property to Race Track Road, all as depicted and designated on the Current Site Plan or the Future Site Plan, as applicable; provided, however, that any such monument signs (i) shall include "Bartram Commons" project identification signage and the same shall be the largest on such monument sign with respect to the surface area of such identification signage and the length, width, and emboldening of the "Bartram Commons" text thereon, and (ii) may include other logos or identification of the Intended Use constructed on the Multifamily Parcels. The Declarant and/or the applicable Owner hereby grants to the Owners of the Multifamily Parcels, and their respective agents, employees, successors and assigns, a non-exclusive easement in, on, over, and upon the Common Driveways (defined below) as may be reasonably necessary for the purpose of maintaining, operating, repairing and replacing such signage.

e. Maintenance of Landscaping on the Property. All landscaping on the Property shall be maintained "to the back of the curb" or to the edge of any abutting pavement, as the case may be.

f. Use of Reclaimed Water. Reclaimed water shall be used for irrigation on the Property, provided that the available reclaimed water shall at all times be suitable for landscape irrigation purposes. The Owner of any portion of the Property shall maintain and repair all portions of the reclaimed water line that are located within and serve only its respective portion of the Property; provided, however, the Association shall maintain and repair all portions of the reclaimed water system located in the Access and Utilities Easement Area unless such system is conveyed to, and accepted by, a utility company serving such system.

g. Provision for Telecommunication Easement. The Property is subject to the terms and conditions of that certain Letter Agreement by and among Winslow, Bartram Investments, LLC, Bartram Park, Ltd., Flagler Development Company, and BellSouth Telecommunications, Inc. ("BellSouth"), dated April 17, 2001, as amended, (the "BellSouth Agreement") wherein the parties (except BellSouth) agreed to grant to BellSouth non-exclusive easements for telecommunication facilities within the rights-of-way within the DRI. The Owner of any portion of the Property shall grant to BellSouth

such additional easements as are required by the BellSouth Agreement on its respective portion of the Property.

h. Stormwater Drainage. All of the stormwater drainage requirements of the Property shall be accommodated within the Property using the Stormwater Management System. All of the stormwater on the Property shall be discharged from the Property using drainage easements granted or reserved hereby for that purpose, together with any applicable permits.

i. School Impact Fee. Upon the issuance of building permits for construction on any portion of a Multifamily Parcel, the Owner thereof, or its successors and/or assigns, shall make a one-time contribution of Two Hundred and No/100ths Dollars (\$200.00) for each Unit constructed on such portion of such Multifamily Parcel (the "**School Impact Fee**"). This School Impact Fee shall be paid to the Bartram Park Education Contribution Fund pursuant to the terms of the DO.

j. Combine, Split, or Reconfigure Parcels. Notwithstanding any provision or implication in this Declaration to the contrary, each Owner of an Outparcel, in its sole discretion, shall have the right to combine, split, or reconfigure such Owner's Outparcel(s), provided that such combination, split, or reconfiguration is accomplished in accordance with all applicable rules, regulations, ordinances, and laws. In the event of such a combination, split, or reconfiguration, the resulting Outparcel(s), and any portion of the Common Driveways or the Common Area created or affected by the same, including, without limitation, any stormwater and surface water retention ponds and collection facilities, shall be subject to this Declaration in the same manner as it was prior to such combination, split, or reconfiguration. Notwithstanding any provision or implication in this Declaration to the contrary, each Owner of a Multifamily Parcel, in its sole discretion, shall have the right to combine, split, or reconfigure such Owner's Multifamily Parcel(s), provided that such combination, split, or reconfiguration is accomplished in accordance with all applicable rules, regulations, ordinances, and laws. In the event of such a combination, split, or reconfiguration, the resulting Multifamily Parcel(s), and any portion of the Common Driveways or the Common Area created or affected by the same, including, without limitation, any stormwater and surface water retention ponds and collection facilities, shall be subject to this Declaration in the same manner as it was prior to such combination, split, or reconfiguration. The Association hereby consents to any such combination, split, or reconfiguration in accordance with this subsection and any of the Association's obligations or liabilities under this Declaration which are affected or created by the same.

k. Outparcel Addition. Notwithstanding any provision or implication to the contrary in this Declaration, Declarant shall have the right to add additional portions of the Property, which are owned by Declarant, to the Outparcels as labeled and generally shown as "Outparcel K" on the Future Site Plan. In the event Declarant obtains all applicable governmental approvals and permits for such addition, then Declarant shall, at its sole cost and expense, also reconfigure the Common Area, as necessary, including, without limitation, any stormwater and surface water retention ponds and collection facilities, as generally depicted on the Future Site Plan, and construct additional paved roadways, as necessary, to provide Benefitted Parties (defined below) with access to and from the Property from and to adjacent public roads, as generally depicted on the Future Site Plan. Upon substantial completion of such additional paved roadways, the same shall be deemed part of the Common Driveways, in accordance with the terms and conditions of this Declaration. Further, in the event of such an Outparcel addition, the resulting Outparcel, and any portion of the Common Driveways or the Common Area created or affected by the same, including, without limitation, any stormwater and surface water retention ponds and collection facilities, shall be subject to this Declaration in the same manner as it was, or would have been, prior to such Outparcel addition. The Association hereby consents to any such Outparcel addition in accordance with this subsection, including, without limitation, any such construction of Common Driveways and any such reconfiguration of the Common Area, and any of the Association's obligations or liabilities under this Declaration which are affected or created by the same.

5. Use Restrictions and Obligations.

a. Unlawful or Nuisance Use. No Parcel or any portion of the Property shall be used in a manner that would constitute a nuisance. As used herein, the term nuisance shall be defined to include, without limitation, the emanation of any objectionable noise, sound, or odor; vibration; smoke; infestation by rodents, insects or microorganisms; the emission of noxious, hazardous, toxic or corrosive fumes, liquids, substances or materials (unless such emissions are caused by the normal and customary use and operation of a gas station on any of the Outparcels in accordance with this Declaration and all applicable governmental rules, regulations, ordinances, and laws); the emission of dust, dirt or fly ash; or the use, production, storage or handling of flammable or explosive materials or of controlled or regulated hazardous or toxic materials except in accordance with validly issued and existing governmental permits and regulations. Such usage may be objectionable if it unreasonably interferes with any Owner or tenant; obstructs or interferes with the reasonable or compatible use of any other Parcel; or so as to render usage of any Parcel or any improvements thereon dangerous or damaging to persons or property or to cause usage of the Parcel or any improvement thereon to violate federal, state, county or municipal law. No Owner or any of its tenants or subtenants shall use such premises for any unlawful purpose, including any use which would constitute an unlawful nuisance to adjoining Owners, tenants, or subtenants of any premises on the Property.

b. Specific Prohibited Uses. Each Owner covenants and agrees that no portion of the Property shall be used, directly or indirectly, for the following "prohibited uses":

(i) the operation of a grocery supermarket; provided, however, that the Property may be used for the operation of a general merchandise retailer or a wholesale club that sells groceries or other products typically sold in a grocery supermarket (such as a Super Wal-Mart, Super Target, Sam's Club, BJ's, or Costco), as long as it is not used exclusively as a grocery supermarket (such as Kroger, Safeway, Winn Dixie, or Whole Foods);

(ii) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants of any premises on the Property; dry cleaning plants or establishments; adult entertainment facility; massage parlor (provided that this prohibition shall not apply to a licensed massage studio offering therapeutic massage services, such as Massage Envy); adult book store; a so-called "head shop" or facility for the sale of paraphernalia for use with illicit drugs; any facility selling or otherwise distributing marijuana (whether or not legal under applicable laws) or any illicit or illegal drugs; any growing or production of marijuana or other illicit or illegal drugs or derivatives thereof; any facility selling or distributing illegal drugs; tattoo or piercing parlor; a gaming, gambling, betting or game of chance business, poker room, sweepstakes facility or internet cafe (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.); or

(iii) cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; gymnasium; pin ball or electronic game room; funeral parlor or funeral home; any morgue; cemetery; housing or raising of animals; flea market; odd lot, close out or liquidation store; auction house; bingo parlor; cafeteria; sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers (provided that this prohibition shall not apply to nationally or regionally branded tire shops or auto part retailers, such as Mavis or AutoZone); outside storage of U-Hauls, RVs, boats, trucks, trailers and other vehicles; billboard; pawn shop, thrift stores or other second hand stores, salvation army and other "goodwill" type stores or similar facilities; drug or other treatment facilities (unless typically offered in Walgreens or CVS stores in Florida) or emergency shelter; pest control facility; carpenter or cabinet shops; shooting galleries; auction house; body shop; veterinary hospital or animal raising facilities; call centers; or driving school, provided any ancillary amenity,

recreational or similar use commonly provided to multi-family tenants, users or guests shall be allowed to be constructed and/or located on the Multifamily Parcels.

c. Dumpsters. All garbage dumpsters and other garbage collection facilities shall be shielded from view structurally or by landscaping in an attractive manner and shall be maintained in conformity with the requirements of governmental authorities having jurisdiction over the Property and any guidelines or restrictions reasonably promulgated by the Association.

d. Outparcel Maintenance. All Outparcels and improvements located thereon shall be maintained by their respective Owners in good condition and repair and in a manner consistent with the Development Documents, the general appearance of other portions of the Property, and standards of maintenance consistent with a first-class residential, commercial and mixed use development. The Owner of each Outparcel shall at all times keep the exterior of all buildings and the grounds and landscaping on such Outparcel in good order and condition and free of rubbish and debris.

6. Restriction on Parking. The Owner or occupant of any Outparcel shall not permit any of its Permittees to park on the Multifamily Parcels or any other Outparcel not owned or leased by such Owner or occupant, as the case may be; provided, however, that any Outparcel Owner for whose benefit such restrictions were made may waive such restrictions, in its sole discretion, with respect to any or all other Outparcels by recording an instrument in the public records removing such restrictions. The Owner or occupant of any portion of the Multifamily Parcels shall not permit any of its Permittees to park on any of the Outparcels or Multifamily Parcels not owned or leased by such Owner or occupant, as the case may be; provided, however, that any Multifamily Parcel Owner for whose benefit such restrictions were made may waive such restrictions, in its sole discretion, with respect to any or all other Multifamily Parcels by recording an instrument in the public records removing such restrictions. Declarant and any affected Owners may tow any cars parked on any Parcel in violation of this Section 6.

7. Easements.

a. Access. Declarant hereby declares, establishes, grants, conveys, and reserves to and for the Owners, and their respective successors and assigns, (collectively, the “**Benefitted Parties**”) an unobstructed, perpetual, non-exclusive easement and license appurtenant, to and for the benefit of the Benefitted Parties and their customers, agents, contractors, subcontractors, invitees, licensees, tenants, subtenants, and employees, to and from each and every part of the Property from and to adjacent public roads, including, without limitation, Race Track Road, in, over, and upon that portion of the Property described on Exhibit E, which is attached hereto and, by this reference, made a part hereof (collectively, the “**Common Driveways**”), as the same may be modified from time to time in accordance with the terms and conditions of this Declaration, for the purpose of pedestrian and vehicular ingress, egress, and passage. Improvements to a portion of the Common Driveways are being constructed by Racetrack Properties I, LLC, the owner of the property located directly west of the Property and bordered by State Road 9B and Race Track Road along said property’s westerly and southerly boundaries, respectively, as shown on the Site Plan, pursuant to that certain Non-Exclusive Access and Utilities Easement Agreement by and between Winslow, Bartram Park Community Development District, and Racetrack Properties I, LLC dated September 30, 2021, and recorded October 12, 2021, in Official Records Book 19952, at page 1485, of the public records of Duval County, Florida. In addition to the foregoing access easement, Declarant hereby declares, establishes, grants, conveys, and reserves for the Benefitted Parties an exclusive easement for pedestrian ingress, egress, and access, using any sidewalks as may from time to time be constructed within the Access and Utility Easement Area by Declarant or any Owner of a Multifamily Parcel, upon, over, and across the surface of the Access and Utility Easement Area as provided below. Notwithstanding the foregoing sentence, the sidewalk easement declared, established, granted, conveyed, and reserved hereby shall be non-exclusive as to any easements as may be declared, established, granted, conveyed, or reserved

by Declarant for underground drainage and utility lines and related facilities, it being the intent of Declarant that the sidewalk easement declared, established, granted, conveyed, and reserved hereby be exclusive only as to the use of any sidewalks as may from time to time be constructed on any Parcel owned by an Owner not located within the Common Areas by Declarant or any Owner of a Multifamily Parcel. Unless otherwise agreed by the Owner of Multifamily Parcel 3, and except to the extent arising from or related to the negligence or misconduct of the Owner of Multifamily Parcel 3 (or that of its guests, invitees, employees, agents, contractors, subcontractors, successors, successors-in-title and assigns), all of the Owners (other than the Owner of Multifamily Parcel 3) hereby covenant and agree to indemnify and hold harmless the Owner of Multifamily Parcel 3 from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage to the extent resulting from any such Owner's use of the Common Driveways or utilities located on Multifamily Parcel 3. Prior to any use of the Common Driveways located on Multifamily Parcel 3 and thereafter until termination of this Declaration, all of the Owners (other than the Owner of Multifamily Parcel 3) shall maintain in effect the insurance specified on Exhibit G attached hereto. In addition, all of the Owners (other than the Owner of Multifamily Parcel 3) agree to promptly repair any damage to the Common Driveways located on Multifamily Parcel 3 or any improvements thereon caused by any use of the Common Driveways on Multifamily Parcel 3 by any such Owner or its Permittees (other than the Owner of Multifamily Parcel 3, and its guests, invitees, employees, agents, contractors, subcontractors, successors, successors-in-title and assigns) using the Common Driveways on Multifamily Parcel 3 pursuant to the Access and Utility Easement granted to the Owners pursuant to this Declaration. Declarant shall be responsible for the construction, installation, maintenance, repair, and replacement of any sidewalks, landscaping, or other improvements actually installed, or may be installed, by Declarant in the right-of-way located directly north of the Outparcels and along the westerly and/or easterly boundaries of the rights-of-way located between "Outparcel C" and "Outparcel D" and between "Outparcel J" and "Outparcel K," all as depicted and designated on the Current Site Plan or the Future Site Plan, as applicable; provided, however that Declarant shall only be obligated to construct one sidewalk in the right-of-way located directly north of the Outparcels which shall be constructed either on the south side or north side of such right-of-way as requested in writing by the Owner of Multifamily Parcel 3 unless the City requires such sidewalk to be located on a particular side of such right-of-way. The Owners of the Multifamily Parcels shall have the right, but not the obligation, to construct and install any additional sidewalks, landscaping, or other improvements on their respective Multifamily Parcels along the northerly boundary of the right-of-way located directly north of the Outparcels, as depicted on the Current Site Plan or the Future Site Plan, as applicable; provided, however, that all such sidewalks, landscaping, and other improvements located within the Common Areas shall be maintained, repaired, and replaced by the Association.

b. Utility Lines. Declarant hereby declares, establishes, grants, conveys, and reserves for the Benefitted Parties an unobstructed, perpetual, non-exclusive easement and right of use in, to, over, under, and across the Common Driveways located on the Access and Utilities Easement Area, as the same may exist from time to time, for the following purposes: (1) to access, construct, install, tap into, tie into, improve, use, inspect, maintain, repair and replace underground utility lines and improvements together with unobtrusive ancillary above-ground improvements (including, but not limited to, water, sanitary sewer, electricity, telephone, cable, and data lines) installed by or on behalf of Declarant to serve the respective premises on the Property, (2) for pedestrian and vehicular access upon, over, and across the Common Driveways located on the Access and Utilities Easement Area for purposes of such construction, installation, tapping into, tying into, improvement, use, inspection, maintenance, repair and replacement, and (3) for other purposes incidental to the foregoing, but for no other purposes whatsoever.

c. Drainage. Declarant hereby declares, establishes, grants, conveys, and reserves for Benefitted Parties an unobstructed, perpetual, non-exclusive easement and license appurtenant under, on, over, through, and to the Stormwater Management System located on, through, or under the Common Driveways or the Drainage Easement Area, as the same may exist from time to time, for the following

purposes: (1) to drain the storm water and surface water from the Property into the Stormwater Management System, which shall include a stormwater and surface water retention ponds and collection facilities on the Drainage Easement Area owned by the Association, (2) for pedestrian and vehicular access upon, over, and across the Common Driveways and Drainage Easement Area for purposes of such drainage, and (3) for other purposes incidental to the foregoing, but for no other purposes whatsoever.

d. Except as otherwise provided in this Declaration, the easements declared, established, granted, conveyed, and reserved pursuant to this Section 7 shall exist in perpetuity and shall not be changed, altered, or amended, except by an instrument in writing executed by Declarant and all of the Owners (except for the Owner of the Cell Tower Parcel).

e. Each Benefitted Party, by the acceptance and use of any easements hereby declared, established, granted, conveyed, and reserved, covenants and agrees to indemnify: (a) Declarant and hold Declarant harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from such Benefitted Party's use of said easements, and (b) each of the other Benefitted Parties from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from such Benefitted Party's use of the Common Driveways. The foregoing obligations shall survive any termination of this Declaration or the easements created hereby.

8. Common Area.

a. Use and Benefit. All Common Areas shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, covenant, condition, restriction, reservation, or limitation of record affecting the Common Areas.

b. Maintenance of Common Area.

(i) The Association shall maintain the Common Area and all improvements located within the Common Area in good condition and repair, clean and free from rubbish and debris, and adequately drained.

(ii) Commencing on the date of this Declaration and continuing at all times thereafter (unless, in accordance with this Declaration, an instrument is recorded in the public records removing such restrictions), if Declarant, in its reasonable discretion, determines that the Association has defaulted in the performance of its duties and obligations set forth in Section 8(b)(i), then Declarant may notify the Association in writing of the existence and nature of such default. If the Association fails to cure such default within twenty (20) days after receipt of said notice, or if such default is not capable of being cured within said twenty (20) days, then if the Association fails to commence to cure said default within said twenty (20) day period and thereafter diligently and continuously pursues the curing of such default, then Declarant shall have the right to take whatever steps are necessary in Declarant's reasonable opinion to cure the default and thereafter to recover from the Association all costs and expenses incurred by Declarant, including attorneys' and paralegals' fees and expenses, in curing such default.

(iii) If the Owner or lessee of an Outparcel or any Multifamily Parcel other than Declarant determines, in its reasonable discretion, that the Association has defaulted in the performance of its duties and obligations set forth in Section 8(b)(i), then such Owner or lessee shall notify the Association in writing of the existence and nature of such default. If the Association fails to cure such default within forty-five (45) days after receipt of said notice, or if such default is not capable of being cured within said forty-five (45) days, then if the Association fails to commence to cure said default within

said forty-five (45) day period and thereafter diligently and continuously pursues the curing of such default, then such Owner or lessee shall have the right to take whatever steps are necessary in its commercially reasonable discretion to cure the default.

9. Membership and Voting Rights.

a. Membership. The Owner of a Parcel, including Declarant, shall be a Member of the Association. When any Parcel is owned of record by two or more persons, all such persons shall be Members. Any Owner of more than one Parcel shall be entitled to membership for each Parcel owned by it. Membership shall be appurtenant to, and may not be separated from ownership of, any Parcel and shall be automatically transferred by conveyance of that Parcel. The Bylaws shall provide more detailed provisions regarding the voting procedures.

b. Voting. The Association shall have one class of voting membership. There shall be a total of twenty-four (24) votes among all Members, with twelve (12) votes being allocated to the Member(s) owning the Multifamily Parcels and twelve (12) votes being allocated to the Member(s) owning the Outparcels. The votes allocated to the Member(s) owning the Multifamily Parcels shall be assigned equally among the Member(s) owning the Multifamily Parcels. The votes allocated to the Member(s) owning the Outparcels may be assigned by such Member(s) among the same in the sole discretion of such Member(s).

c. Control of the Association. The Owner or Owners of the Outparcels shall have the right to elect two (2) members of the Board of Directors of the Association (the "Board"), and the Owner or Owners of the Multifamily Parcels shall have the right to elect two (2) members of the Board, for a total of four (4) Board members.

10. Covenant for Assessments. Each Member (other than the Owner of the Cell Tower Parcel) shall be responsible for the payment of the following assessments of the Association: General Assessments (defined below), Special Assessments (defined below), Specific Assessments (defined below), and all excise or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Section. All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, or bankruptcy proceeding, or any appeal therefrom), shall be a continuing charge on the land secured by a continuing lien upon the Parcel against which each assessment is made, as provided herein. Each such assessment, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, or bankruptcy proceeding, or any appeal therefrom), is also the personal obligation of the person who was the Owner of such Parcel when such assessment became due.

a. General Assessments. The assessments levied by the Association must be used exclusively to operate and manage the Association and the Common Area, and to perform such duties as may be required by this Declaration and/or the Articles and the Bylaws or as decided by the Board. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management, and all other general activities and expenses of the Association. The assessments levied by the Association also shall be used for the maintenance and repair of the Stormwater Management System located on the Property and any mitigation or preservation areas located on the Property, including, but not limited to, work within retention areas, drainage structures, and drainage easements.

b. Determination of General Assessment. The amount of the General Assessment shall be levied against each Member (other than the Owner of the Cell Tower Parcel) by the Board and the Board shall make diligent effort to levy such assessment at least thirty (30) days in advance of each General Assessment period. The General Assessment shall be based upon the annual budget adopted by the Board. The Owner(s) of the Multifamily Parcels shall be assessed the Multifamily Parcels Proportionate Share of the overall General Assessment and the Owner(s) of the Outparcels shall be assessed the Outparcels Proportionate Share of the overall General Assessment. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the respective General Assessment should be given to each respective Member; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The Board may determine the period for which the General Assessment applies and may provide that the General Assessment may be payable in equal monthly, quarterly, semi-annual or annual installments without interest until delinquent, and prepayable in whole at any time during the applicable assessment period without penalty or other consideration. The Board shall fix the dates that the General Assessment shall be due. The Board may modify the budget as necessary during the fiscal year, and fix a modified General Assessment in conformity therewith. If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred fifteen percent (115%) of the General Assessment for the preceding fiscal year, the Board, shall call a special meeting of the membership within thirty (30) days, upon not less than ten (10) days written notice to each Member. At the special meeting, all Members shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment prior to the beginning of the new fiscal year, the budget and the General Assessment for the previous fiscal year shall be automatically increased by two percent (2%) and shall continue in effect until a new budget and General Assessment is adopted. Payment of the General Assessment commences on the first day of the month following the closing of the purchase of a Parcel by the Owner from Declarant. Each Member shall pay the assessed amounts directly to the Association.

c. Special Assessments. In addition to the General Assessment, in any fiscal year the Association, upon approval of a majority vote of the Board, may levy against each Member (other than the Owner of the Cell Tower Parcel), in accordance with its Proportionate Share, special assessments ("**Special Assessments**") applicable to that year for capital improvements to Common Area, or for extraordinary maintenance or repairs, or for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

d. Specific Assessments. All accrued liquidated indebtedness of any Member arising under any provision of this Declaration may also be levied by the Association against such Member after such Member fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice ("**Specific Assessments**").

e. Reserve Fund. The Association shall maintain a reserve fund to be used solely for making expenditures in connection with the Common Area (the "**Reserve Fund**"). The Board shall determine the appropriate level of the Reserve Fund, which shall be set forth in the annual budget, based on a periodic review of the useful life of the improvements to the Common Area and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Area, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose that percentage of the General Assessment which shall be added to the Reserve Fund and each Member (other than the Owner of

the Cell Tower Parcel) shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the General Assessment paid by such Member.

f. No Assessments for Common Area or Cell Tower Parcel. The assessments provided for or created by this Section 10 shall not be assessed against the Common Area, the Cell Tower Parcel, or any property dedicated to and accepted for maintenance by a public or governmental authority.

g. Lien for Assessments. All sums assessed against any Parcel pursuant to this Declaration, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration or bankruptcy proceeding, or any appeal therefrom), shall be secured by a continuing lien in favor of the Association on such Parcel. The lien is effective from and after the recording of a claim of lien in the public records, stating the description of the Parcel, the name of the Owner, the amount due, and the due dates. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the Owner is entitled to a satisfaction of the lien.

h. No Set-Offs. No Member shall have the right to set-off or reduce any General Assessment, Special Assessment, or Specific Assessment by any claims that such Member may have or may claim to have against the Association or against Declarant.

i. Remedies for Unpaid Assessments. Any assessment not paid within thirty (30) days after its due date shall bear interest until paid at the rate of eighteen percent (18%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum legal rate. In addition, a late fee of Twenty-five and No/100ths Dollars (\$25.00) shall be imposed for any assessment not paid within ten (10) days after its due date. The Association may bring an action at law against the Member obligated to pay such assessment, and may foreclose its lien. No Member may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such bank service charge or fee incurred.

j. Foreclosure. The lien for sums assessed pursuant to this Section 10 may be enforced by judicial foreclosure 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 defendant Member is required to pay all costs and expenses of foreclosure incurred by the Association, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, or bankruptcy proceeding or any appeal therefrom). All such costs and expenses are secured by the lien foreclosed. The Member also is required to pay to the Association any assessments against the Parcel that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted for on a prorata basis and paid as of the date the Member's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Parcel or other property foreclosed, or to acquire such Parcel or other property by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Parcel or other property as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Member for such deficiency.

11. Rights and Obligations of the Association. The Association shall govern, control, and manage the Common Area pursuant to the terms and provisions of this Declaration, including the Articles and Bylaws. The Association shall have the obligation and responsibility for the hiring of such personnel and purchasing and maintaining such equipment as may be necessary for the administration and operation of the Association. The Association, on behalf of Owners, shall have the obligation and responsibility for the hiring of such personnel and purchasing and maintaining such equipment as may be necessary for the maintenance, repair, upkeep, and replacement of any Common Area and facilities which may be located thereon (including, but not limited to, the maintenance of all required buffer zones and lakes), and the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, including, but not limited to, the following specific maintenance and operational duties:

a. Utilities, Taxes, and Maintenance. The Association, on behalf of the Owners, shall maintain the Common Area and pay for all utility services (including, without limitation, any and all electric, water, sewer, and irrigation distribution systems) and real estate taxes and assessments pertaining to the Common Area. All Common Area shall be maintained in good condition and repair and in compliance with all of the terms of this Declaration. The Association shall maintain and mow (to the extent necessary) any and all grass on the Common Area and within the rights-of-way of any streets or roads located on the Property.

b. Insurance. The Association, on behalf of the Owners, shall at all times obtain and maintain policies of public liability insurance and hazard insurance and such other types of insurance with respect to the Common Area. The Association shall cause all persons responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds.

c. Stormwater Management System. The Declarant, on behalf of the Association and Owners, shall be responsible for the construction of the Stormwater Management System in accordance with the terms and conditions of that certain Property Interest Exchange, Construction, Maintenance & Joint Use Agreement by and between the State of Florida Department of Transportation (FDOT), the Association, and Bartram Park Community Development District, recorded July 9, 2019, in Official Records Book 18856, at page 1096, of the public records of Duval County, Florida, as amended. The Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District ("SJRWMD"). Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

d. Common Driveway. The Association, on behalf of the Owners, shall maintain the Common Driveways (including, without limitation, any portion of the Common Driveways located on Multifamily Parcel 3 or constructed pursuant to Sections 4(j) and 4(k) above) in good condition and repair and in compliance with all of the terms of this Declaration and the Development Documents. The Association shall maintain and irrigate the landscaping of and mow (to the extent necessary) any and all grass on the Common Driveways, and shall maintain, repair, and replace all utilities located within the Common Driveways, except to the extent any such utilities have been dedicated to and accepted by the applicable governmental authority.

e. Although the Association is obligated to maintain the Common Area, the Association shall expressly have the power to contract for the management of the Common Area with any third party, and shall further have the power to delegate to such contractor any or all of the powers and duties of the Association regarding the contract granted. The permitted delegation by the Association of duties that it is obligated to perform under the terms of this Declaration shall not modify or relieve the

Association's primary responsibility for ensuring that such duties are performed fully in accordance with this Declaration. The Association shall have the power to employ administrative and other personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the Board consisting of Directors appointed by Declarant shall be binding upon the Association in the same manner as though such undertakings and contractors had been authorized by the Board consisting of Directors duly elected by the membership of the Association.

12. Damage, Destruction, Condemnation, and Restoration of Common Area.

a. Damage, Destruction, and Restoration. Commencing on the date of this Declaration and continuing at all times thereafter (unless, in accordance with this Declaration, an instrument is recorded in the public records removing such restrictions), if the Common Area, or any improvements thereon, is damaged or destroyed as a result of fire or other casualty including, without limitation, natural disaster, environmental hazard, or threat to public health or safety resulting from causes other than the negligence or intentional conduct of any other Owner, the Association shall promptly commence and continuously and diligently pursue repair and restoration of the damaged or destroyed improvements, or cause the same to be done. If the Association does not commence the repair and restoration work required pursuant to this Section 12(a) within ninety (90) days after the date that any portion of the insurance proceeds become available for the purpose of restoring the Common Area under any all-risk property damage insurance policy maintained by the Association, but in any event within one hundred twenty (120) days after the date of such damage or destruction, or if the Common Area is not repaired or restored by the Association in accordance with all provisions of this Section 12(a) within a period of six (6) months after the date of such damage or destruction, any Owner shall have the right, at its option, to: (i) repair and restore the Common Area as the Owner may deem necessary to reasonably conduct its business on its Parcel, at the sole cost of the Association, which reasonable costs the Association shall pay to the Owner during the course of such repairs or restoration within thirty (30) days of receipt of a properly documented invoice from the Owner; or (ii) seek to obtain specific performance of the Association's repair and restoration obligations pursuant to the laws of the state of Florida. The provisions of the foregoing Section 12(a) may only be enforced by an Owner of a Parcel. If any improvements located on any Outparcel not owned by Declarant shall be damaged or destroyed, and if the Owner of any such Outparcel elects not to repair or restore such improvements, Declarant shall cause the Outparcel Owner to promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area in accordance with the terms and provisions of this Declaration.

b. Eminent Domain. In the event any portion of the Common Area is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by an action of the Board through a recorded supplement hereto specifically describing the property to be withdrawn and executed by the president or vice-president and the secretary of the Association. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Area shall be handled by the Board in the same manner as insurance proceeds provided for in Section 12(a).

13. General Provisions.

a. Enforcement. Unless expressly provided otherwise, Declarant or any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If Declarant or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable

attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, or bankruptcy proceeding, or any appeal therefrom). If Declarant is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration, or bankruptcy proceeding, or any appeal therefrom) payable to the prevailing party, may be assessed as a Specific Assessment against such losing Owner's Parcel as provided in Section 10. Failure by Declarant or any Owner to enforce any covenant, restriction, rule, or regulation shall not constitute a waiver of the right to do so at any time. Furthermore, the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Stormwater Management System.

b. Amendment. This Declaration may be amended by an instrument executed by Declarant and the Parcel Owners with the formalities of a deed without the consent or joinder of any mortgagee. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment to this Declaration that alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior approval of the SJRWMD.

c. Applications. To the extent required by any governmental agency, authority or public utility, each Owner shall join in and execute any and all reasonably acceptable applications which an Owner may request in order to obtain its licenses, permits, and approvals, including, but not limited to, applications for any building permit, or for changes in access or amendments to utility agreements or dedications to governmental authorities (collectively, "Amendments"); provided, however, that such joinder shall not subject the party joining in such application to incur any liability, cost, or expense (unless such cost or expense is paid for by the Owner applying for such Amendment). No Owner of a Parcel shall seek, obtain, make, or enter into any Amendments that would: (i) result in any increase in the development exactions imposed on any other Parcel; (ii) adversely impact or delay any other Owner's or Declarant's ability to develop or operate their respective Parcels; (iii) result in any increase in such Owner's or Declarant's share of any assessments, without the prior written consent of Declarant and each of the Owners, (iv) reduce the density or intensity of the Development Rights, or (v) violate or conflict with any of the terms of this Declaration.

d. Estoppel Certificate. Upon written request delivered from an Owner to the Association, the Association shall furnish to such Owner and its mortgagee and prospective purchaser, a certificate setting forth (i) whether all required assessments hereunder have been paid as to the Parcel owned by such Owner, (ii) whether the Association has any knowledge of non-compliance of the Owner with the provisions of this Declaration, and (iii) any other information reasonably requested by the Owner. Such certificate shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any assessment therein stated to have been paid and other matters contained in the certificate.

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

f. Joinder. Should title to any portion of the Property have been conveyed by Declarant prior to the recording of this Declaration, such owners, by their signature to a joinder, shall be deemed to have joined with Declarant in the recording of this Declaration and shall have subordinated their

right, title, and interest to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

g. Covenants Running with Land. All of the provisions of this Declaration are covenants which run with the land.

h. Assignment of Declarant's Rights. Declarant shall assign all of its rights as the declarant hereunder to the Association within thirty (30) days after Declarant no longer owns any Parcel within the Property. After such assignment, the Association shall have all the rights held by Declarant as the declarant hereunder and shall be deemed the declarant and may exercise all the rights of Declarant hereunder. The Association shall not have any liability for any acts of Declarant or any prior declarant unless the Association is assigned and agrees to assume such liability.

i. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and *vice versa*; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Parcel" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the use of the term "Declarant" refers to Bartram Commons, LLC, its successors and assigns, and any party which has been assigned the rights of the declarant hereunder in accordance with this Declaration. This Declaration shall be interpreted, construed, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Parcels by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

[Signature page immediately follows]

IN WITNESS WHEREOF, Declarant has duly executed this instrument as of the day and year first above written.

DECLARANT:

BARTRAM COMMONS, LLC,
a Florida limited liability company

WITNESSES:

[Signature]
(Sign on this line.) John Pedson
(Print name legibly on this line.)

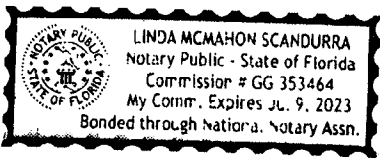
By: *[Signature]*
ARTHUR E. LANCASTER,
its Vice President

[Signature]
(Sign on this line.) Linda M Scandurra
(Print name legibly on this line.)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 23rd day of December, 2021, by ARTHUR E. LANCASTER, as Vice President of **BARTRAM COMMONS, LLC**, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line.)
Linda M Scandurra
(Legibly print name on this line)



NOTARY PUBLIC, State of Florida
COMMISSION NO.: 26353464
EXPIRATION DATE: 7/9/23
(SEAL)

CONSENT AND JOINDER OF WINSLOW

WINSLOW FARMS, LTD., a Florida limited partnership, defined as "Winslow" in the foregoing Declaration of Easements, Covenants, Conditions, and Restrictions to which this Consent and Joinder of Winslow is attached, hereby consents to, and joins in the execution of, the foregoing Declaration of Easements, Covenants, Conditions, and Restrictions.

WITNESSES:

[Signature]
(Sign on this line.)
John Dodson
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Linda M Scandurra
(Print name legibly on this line.)

WINSLOW FARMS, LTD.,
a Florida limited partnership

By: **WINSLOW FARMS, INC.**,
its sole General Partner

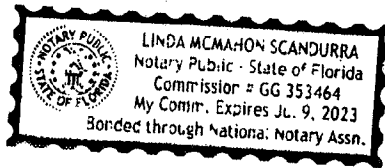
By: [Signature]
ARTHUR E. LANCASTER,
its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 23rd day of December, 2021, by ARTHUR E. LANCASTER, as Vice President of WINSLOW FARMS, INC., a Florida corporation, as the sole General Partner of WINSLOW FARMS, LTD., a Florida limited partnership, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line)
Linda M Scandurra
(Legibly print name on this line)



NOTARY PUBLIC, State of Florida
COMMISSION NO.: GG 353464
EXPIRATION DATE: 7/9/23
(SEAL)

CONSENT AND JOINDER OF THE ASSOCIATION

BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, defined as the "Association" in the foregoing Declaration of Easements, Covenants, Conditions, and Restrictions to which this Consent and Joinder of the Association is attached, hereby consents to, and joins in the execution of, the foregoing Declaration of Easements, Covenants, Conditions, and Restrictions.

WITNESSES:

[Signature]
(Sign on this line.)
John Dodson
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Linda Scandura
(Print name legibly on this line.)

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

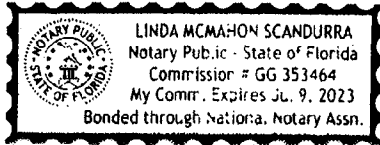
By: [Signature]
ARTHUR E. LANCASTER,
its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 23rd day of December, 2021, by ARTHUR E. LANCASTER, as Vice President of **BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the not-for-profit corporation, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line)
Linda M Scandura
(Legibly print name on this line)



NOTARY PUBLIC, State of Florida
COMMISSION NO.: GG 353464
EXPIRATION DATE: 7/9/23
(SEAL)

EXHIBIT A-1
LEGAL DESCRIPTION OF MULTIFAMILY PARCEL 1

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF SAID CURRENT PUBLIC RECORDS, 444.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 648.77 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF SAID CURRENT PUBLIC RECORDS; THENCE EASTERLY, NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: NORTH 87°40'44" EAST, 1.10 FEET; COURSE NO. 2: NORTH 01°18'30" WEST, 10.00 FEET; COURSE NO. 3: NORTH 87°40'44" EAST, 66.67 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 4: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 93.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°09'36" EAST, 84.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: NORTH 01°21'33" WEST, 2.66 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 6: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.50 FEET, AN ARC DISTANCE OF 78.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°08'27" EAST, 76.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7: NORTH 43°38'27" EAST, 33.62 FEET; THENCE SOUTH 88°39'50" EAST, 575.14 FEET; THENCE SOUTH 01°20'10" WEST, 824.96 FEET; THENCE NORTH 88°39'50" WEST, 716.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.44 ACRES, MORE OR LESS.

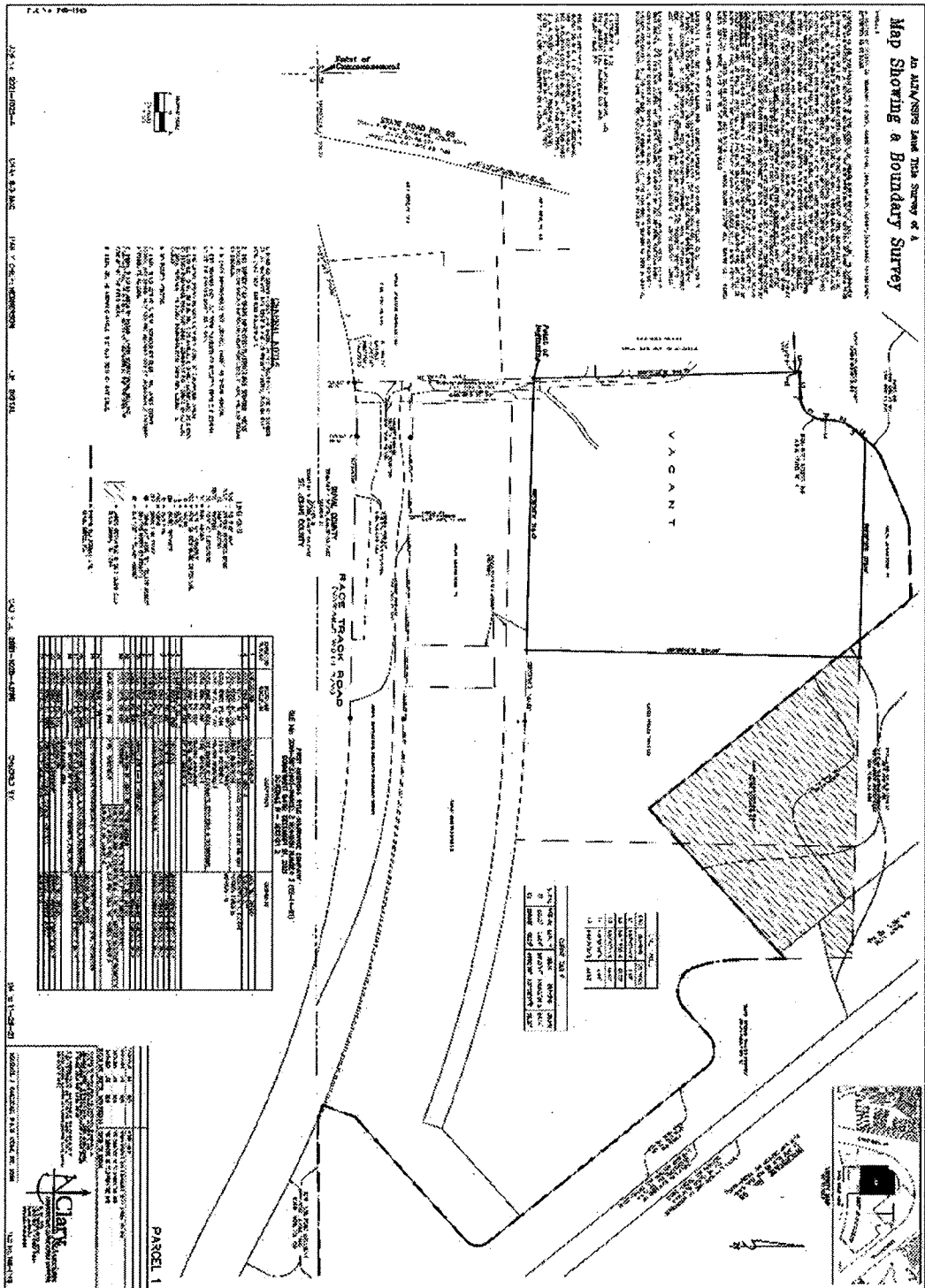


EXHIBIT A-2
LEGAL DESCRIPTION OF MULTIFAMILY PARCEL 2

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF SAID CURRENT PUBLIC RECORDS, 444.51 FEET; THENCE SOUTH 88°39'50" EAST, 904.08 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 312.83 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 85°57'59" EAST, 312.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°20'10" EAST, 839.67 FEET; THENCE SOUTH 88°39'50" EAST, 291.39 FEET TO THE NORTHERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHERLY, EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°58'39" EAST, 275.13 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 392.46 FEET, AN ARC DISTANCE OF 108.97 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 08°55'55" EAST, 108.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 69.20 FEET, AN ARC DISTANCE OF 137.17 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 73°40'20" EAST, 115.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 49°32'32" EAST, 92.82 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 5: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 94.28 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 85°26'30" EAST, 84.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 6: SOUTH 40°25'32" EAST, 601.07 FEET; THENCE SOUTH 49°37'13" WEST, 301.19 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 782.32 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 76°33'10" WEST, 780.53 FEET TO THE POINT OF BEGINNING.

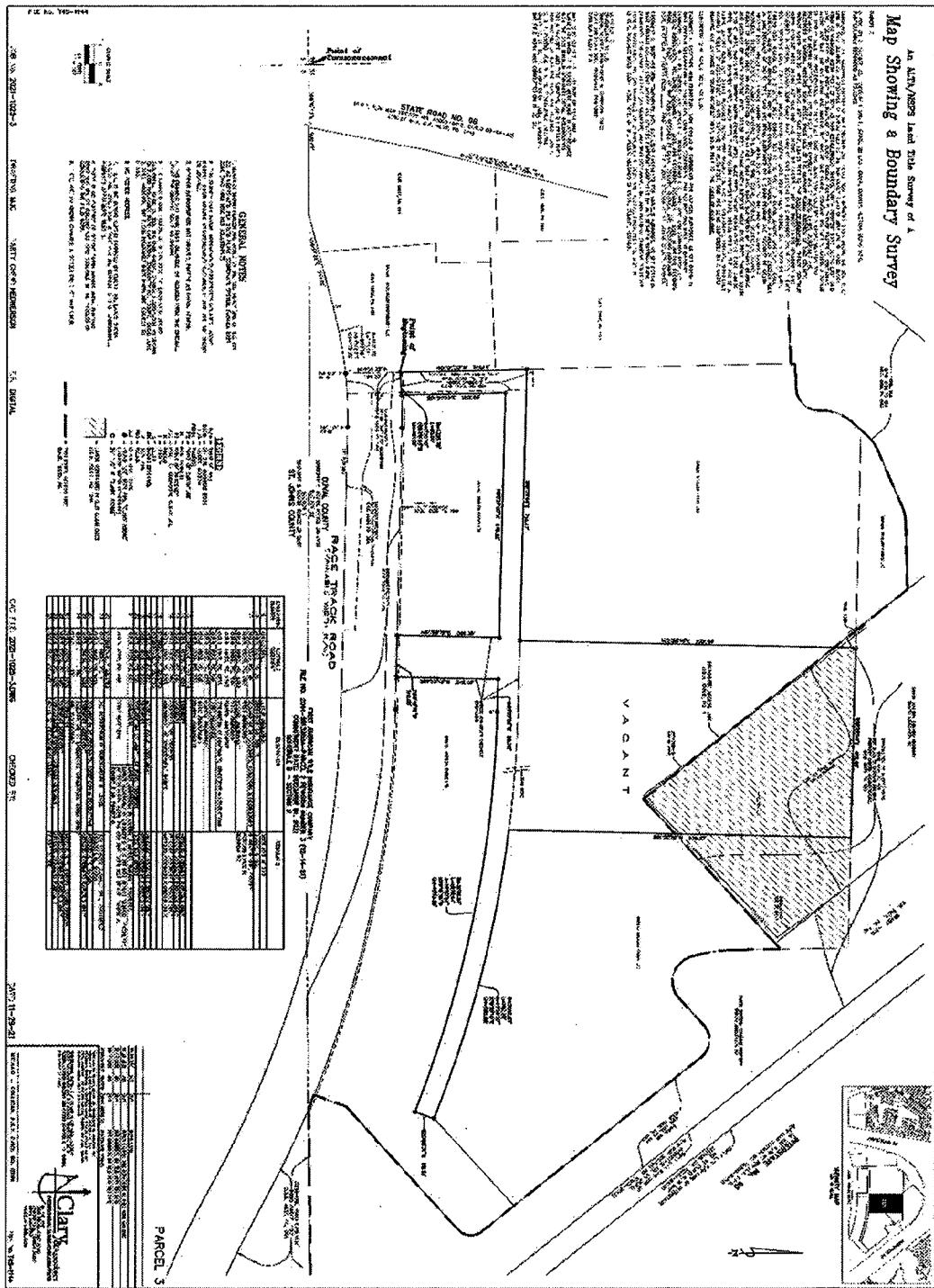
CONTAINING 12.68 ACRES, MORE OR LESS.

EXHIBIT A-3
LEGAL DESCRIPTION OF MULTIFAMILY PARCEL 3

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF SAID CURRENT PUBLIC RECORDS, 310.18 FEET; THENCE SOUTH 88°39'50" EAST, 716.47 FEET; THENCE NORTH 01°20'10" EAST, 824.96 FEET; THENCE SOUTH 88°39'50" EAST, 499.98 FEET; THENCE SOUTH 01°20'10" WEST, 839.67 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 782.32 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 76°33'10" EAST, 780.53 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 1078.44 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 79°16'56" WEST, 1073.58 FEET; THENCE NORTH 88°39'50" WEST, 85.70 FEET; THENCE SOUTH 01°20'10" WEST, 249.15 FEET; THENCE NORTH 88°46'01" WEST, 110.00 FEET; THENCE NORTH 01°20'10" EAST, 249.35 FEET; THENCE NORTH 88°39'50" WEST, 646.02 FEET; THENCE SOUTH 01°21'33" EAST, 253.68 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 60.06 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 86°08'23" WEST, 60.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.81 ACRES, MORE OR LESS.



**EXHIBIT A-4
LEGAL DESCRIPTION OF THE OUTPARCELS**

WINSLOW FARMS LANDS 1

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 60.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°08'23" EAST, 60.06 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 87.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°20'07" EAST, 87.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 546.34 FEET; THENCE NORTH 01°20'10" EAST, 249.35 FEET; THENCE NORTH 88°39'50" WEST, 646.02 FEET; THENCE SOUTH 01°21'33" EAST, 253.68 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.67 ACRES, MORE OR LESS.

**EXHIBIT A-4
LEGAL DESCRIPTION OF THE OUTPARCELS (CONTINUED)**

WINSLOW FARMS LANDS 2

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.89 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 147.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 656.34 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°46'01" EAST, 86.54 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1039.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 78°55'45" EAST, 1034.81 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY NORTHEASTERLY, NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 21°06'58" EAST, 84.62 FEET; COURSE NO. 2: NORTH 49°34'31" EAST, 425.04 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 3: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 04°34'30" EAST, 56.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 40°25'32" WEST, ALONG LAST SAID, 104.20 FEET; THENCE SOUTH 49°37'13" WEST, 301.19 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 1078.44 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 79°16'56" WEST, 1073.58 FEET; THENCE NORTH 88°39'50" WEST, 85.70 FEET; THENCE SOUTH 01°20'10" WEST, 249.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING 7.87 ACRES, MORE OR LESS.

EXHIBIT A-5
LEGAL DESCRIPTION OF THE CELL TOWER PARCEL

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 1093.28 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87°40'44" WEST, ALONG LAST SAID LINE, 172.66 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 87°40'44" WEST, CONTINUING ALONG LAST SAID LINE, 121.73 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY AND THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9B PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 72002-2513; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9B AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.39 FEET, AN ARC DISTANCE OF 125.24 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF NORTH 28°28'09" EAST, 125.20 FEET; THENCE SOUTH 89°50'21" EAST, 58.20 FEET; THENCE SOUTH 02°02'49" EAST, 105.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.22 ACRES OR 9,725 SQUARE FEET, MORE OR LESS.

EXHIBIT B-1
LEGAL DESCRIPTION OF THE ACCESS AND UTILITIES EASEMENT AREA

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PG. 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF SAID CURRENT PUBLIC RECORDS, 310.18 FEET; THENCE SOUTH 88°39'50" EAST, 904.08 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 1095.16 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'31" EAST, 1090.24 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 1078.44 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 79°16'56" WEST, 1073.58 FEET; THENCE NORTH 88°39'50" WEST, 85.70 FEET; THENCE SOUTH 01°20'10" WEST, 249.15 FEET; THENCE NORTH 88°46'01" WEST, 110.00 FEET; THENCE NORTH 01°20'10" EAST, 249.35 FEET; THENCE NORTH 88°39'50" WEST, 646.02 FEET; THENCE SOUTH 01°21'33" EAST, 253.68 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 60.06 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 86°08'23" WEST, 60.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.30 ACRES, MORE OR LESS.

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 147.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1039.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°55'45" EAST, 1034.81 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 21°06'58" EAST, 84.62 FEET; COURSE NO. 2: NORTH 49°34'31" EAST, 148.56 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 92.08 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 163.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°25'20" WEST, 163.58 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 8.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°47'00" EAST, 8.55 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 20.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°19'30" EAST, 19.81 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 85.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°25'30" EAST, 71.61 FEET; THENCE SOUTH 40°25'29" EAST, 25.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES, MORE OR LESS.

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 147.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 577.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°18'19" EAST, 576.47 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 25.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°36'25" EAST, 25.00 FEET; THENCE NORTH 12°30'26" EAST, 210.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 43.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°34'54" EAST, 41.96 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 60.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°32'06" WEST, 60.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 43.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°31'35" EAST, 41.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°30'26" WEST, 210.21 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.15 ACRES, MORE OR LESS.

EXHIBIT B-2
LEGAL DESCRIPTION OF THE DRAINAGE EASEMENT AREA

Section 72002-2513
F.P. No. 2092942

State Road No. 9B

Duval County

Parcel No. 808

Perpetual Easement

A Portion Of Section 32, Township 4 South, Range 28 East, Duval County, Florida, Being More Particularly Described As Follows:

Commence At The Southwest Corner Of Section 32, Township 4 South, Range 28 East, Duval County, Florida; Thence South 89°57'05" East, Along The Southerly Line Of Said Section 32, A Distance Of 2,712.81 Feet; Thence North 89°27'01" East, Continuing Along Said Southerly Line, A Distance Of 1,700.92 Feet, To The Centerline Of Survey Of State Road No. 9 (I-95, A Variable Width Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section No. 72002-2513); Thence North 40°25'07" West, Along Said Centerline Of Survey A Distance Of 2,871.69 Feet; Thence South 49°34'53" West A Distance Of 533.69 Feet To A Point On The Easterly Existing Limited Access Right Of Way Line Of State Road No. 9B (Per Florida Department Of Transportation Right Of Way Map, Section No. 72002-2513) And The **Point Of Beginning**; Said Point Also Being On The Arc Of A Curve Concave Southerly Having A Radius Of 1,086.23 Feet, A Chord Bearing And Distance Of South 71°04'22" West, 857.40 Feet; Thence Northwesterly, West And Southwesterly, Along Said Easterly Existing Limited Access Right Of Way Line And Along The Arc Of Said Curve, Through A Central Angle Of 46°29'26", An Arc Length Of 881.38 Feet, To The Point Of Compound Curvature Of A Curve Concave Southeasterly, Having A Radius Of 1,312.39 Feet, A Chord Bearing And Distance Of South 36°47'31" West, 502.42 Feet; Thence Southwesterly Along Said Easterly Existing Limited Access Right Of Way Line And Along The Arc Of Said Curve Through A Central Angle Of 22°04'15", An Arc Length Of 505.54 Feet To The Northerly Line Of Those Lands Described And Recorded In Official Records Book 5528, Page 680 Of The Current Public Records Of Said County; Thence North 87°41'34" East, Along Last Said Line, A Distance Of 294.24 Feet; Thence North 01°15'40" West, A Distance Of 9.74 Feet; Thence North 87°41'34" East, A Distance Of 67.73 Feet To A Point On A Curve Concave Northwesterly, Having A Radius Of 60.00 Feet, A Chord Bearing And Distance Of North 43°09'58" East, 84.14 Feet; Thence Northeasterly, North And Northwesterly Along The Arc Of Said Curve, Through A Central Angle Of 89°02'45", An Arc Length Of 93.24 Feet; Thence North 01°21'11" West, A Distance Of 2.66 Feet To The Beginning Of A Curve Concave Easterly, Having A Radius Of 100.50 Feet, A Chord Bearing And Distance Of North 21°08'49" East, 76.92 Feet; Thence Northerly, Along The Arc Of Said Curve, Through A Central Angle Of 45°00'01", An Arc Length 78.93 Feet To The End Of Said Curve; Thence North 43°38'49" East, A Distance Of 55.76 Feet To The Beginning Of A Curve Concave Southeasterly, Having A Radius Of 100.50 Feet, A Chord Bearing And Distance Of North 55°55'55" East, 42.77 Feet; Thence Northeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 24°34'12", An Arc Length Of 43.10 Feet To The End Of Said Curve; Thence North 68°13'01" East, A Distance Of 166.98 Feet To The Beginning Of A Curve Concave Southerly, Having A Radius Of 100.50 Feet, A Chord Bearing And Distance Of North 78°25'55" East, 35.65 Feet; Thence Easterly, Along The Arc Of Said Curve, Through A Central Angle Of 20°25'48", An Arc Length Of 35.84 Feet To The End Of Said Curve; Thence North 88°38'49" East, A Distance Of 366.01 Feet To A Point On A Curve Concave Northerly, Having A Radius Of 49.50 Feet, A Chord Bearing And Distance Of North 76°25'36" East, 20.96 Feet; Thence Easterly, Along The Arc Of Said Curve, Through A Central Angle Of 24°26'46", An Arc Length Of 21.12 Feet To A Point On The Arc Of A Curve Concave Southerly, Having A Radius Of 66.50 Feet, A Chord Bearing And Distance Of North

89°02'12" East, 55.85 Feet; Thence Easterly, Along The Arc Of Said Curve, Through A Central Angle Of 49°39'35", An Arc Length Of 57.64 Feet; Thence South 78°19'32" East, A Distance Of 105.54 Feet To A Point On A Curve Concave Southwesterly, Having A Radius Of 55.00 Feet, A Chord Bearing And Distance Of South 57°01'00" East, 39.97 Feet; Thence Southeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 42°36'50", An Arc Length Of 40.91 Feet To A Point On The Arc Of A Curve Concave Northeasterly, Having A Radius Of 30.00 Feet, A Chord Bearing And Distance Of South 63°31'49" East, 28.00 Feet; Thence Southeasterly, Easterly And Northeasterly Along The Arc Of Said Curve, Through A Central Angle Of 55°38'11", An Arc Length Of 29.13 Feet; Thence North 88°38'49" East, A Distance Of 466.59 Feet; Thence South 57°19'36" East, A Distance Of 47.94 Feet; Thence South 27°00'30" East, A Distance Of 29.85 Feet; Thence South 00°58'17" East, A Distance Of 333.68 Feet To The Beginning Of A Curve Concave Easterly, Having A Radius Of 392.46 Feet, A Chord Bearing And Distance Of South 08°55'33" East, 108.62 Feet; Thence Southerly, Along The Arc Of Said Curve, Through A Central Angle Of 15°54'31", An Arc Length Of 108.97 Feet, To The Point Of Compound Curvature Of A Curve Concave Northerly, Having A Radius Of 69.20 Feet, A Chord Bearing And Distance Of South 73°39'58" East, 115.79 Feet; Thence Southeasterly, Easterly And Northeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 113°34'21", An Arc Length Of 137.17 Feet; Thence North 49°32'54" East, A Distance Of 92.82 Feet To A Point On A Curve Concave Southerly, Having A Radius Of 60.00 Feet, A Chord Bearing And Distance Of South 85°26'08" East, 84.88 Feet; Thence Northeasterly, Easterly And Southeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 90°02'12", An Arc Length Of 94.29 Feet; Thence South 40°25'10" East, A Distance Of 705.27 Feet To A Point On A Curve Concave Westerly, Having A Radius Of 40.00 Feet, A Chord Bearing And Distance Of South 04°34'52" West, 56.57 Feet; Thence Southerly, Along The Arc Of Said Curve, Through A Central Angle Of 90°00'11", An Arc Distance Of 62.83 Feet; Thence South 49°34'53" West, A Distance Of 425.04 Feet; Thence South 21°07'20" West, A Distance Of 85.48 Feet To A Point On A Curve Concave Southwesterly, Having A Radius Of 3,008.78 Feet, A Chord Bearing And Distance Of South 68°38'21" East, 35.35 Feet, Said Point Also Being On A Line Parallel With And 134.00 Feet Northerly Of, When Measured At Right Angles And Perpendicular To The Northerly Right Of Way Line Of Race Track Road (A Variable Width Right Of Way, As Now Established); Thence Southeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 00°40'23", An Arc Length Of 35.35 Feet To The Southerly Line Of Section 32, Township 4 South, Range 28 East; Thence North 89°27'01" East, Along Said Southerly Line, A Distance Of 848.80 Feet To The Easterly Existing Limited Access Right Of Way Line Of State Road No. 9B; Thence North 40°25'07" West Along Said Easterly Existing Limited Access Right Of Way Line, A Distance Of 1,923.03 Feet To The Beginning Of A Curve Concave Southwesterly, Having A Radius Of 1,086.23 Feet, A Chord Bearing And Distance Of North 63°03'01" West, 835.98 Feet; Thence Northwesterly, Along Said Easterly Existing Limited Access Right Of Way Line And Along The Arc Of Said Curve, Through A Central Angle Of 45°15'48", An Arc Length Of 858.12 Feet, To The **Point Of Beginning**.

Containing 23.384 Acres, More Or Less.

AND

Section No. 72002-2513
F.P. No. 2092943

State Road No. 9B

St. Johns County

Parcel No. 809

Perpetual Easement

A Portion Of Section 5, Township 5 South, Range 28 East, St. Johns County, Florida, Being More Particularly Described As Follows:

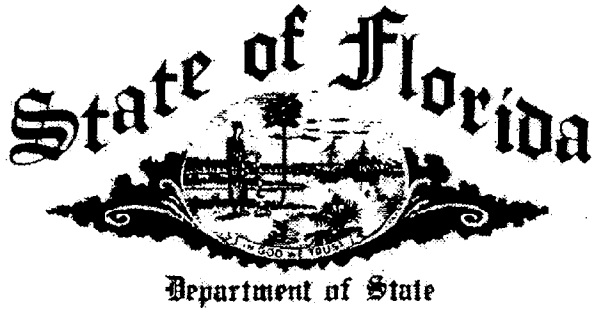
Commence At The Southwest Corner Of Section 32, Township 4 South, Range 28 East, Duval County, Florida; Thence South $89^{\circ}57'05''$ East, Along The Southerly Line Of Said Section 32, A Distance Of 2,712.81 Feet; Thence North $89^{\circ}27'01''$ East, Continuing Along Said Southerly Line, A Distance Of 1424.70 Feet, To A Point On The Easterly Existing Limited Access Right Of Way Line Of State Road No. 9b (Per Florida Department Of Transportation Right Of Way Map, Section No. 72002-2513) And The **Point Of Beginning**; Thence North $89^{\circ}27'01''$ East Along Said Southerly Line And Along Said Easterly Existing Limited Access Right Of Way Line, A Distance Of 80.78 Feet To The Southwesterly Existing Limited Access Right Of Way Line Of State Road No. 9 (I-95) (A 300.00 Foot Right Of Way At This Point); Thence South $40^{\circ}25'07''$ East, Along Said Southwesterly Existing Limited Access Right Of Way Line, A Distance Of 404.11 Feet; Thence South $86^{\circ}16'23''$ West, A Distance Of 225.36 Feet To A Point On A Curve Concave Northerly, Having A Radius Of 1,725.83 Feet, A Chord Bearing And Distance Of North $80^{\circ}02'50''$ West, 306.63 Feet; Thence Westerly, Along The Arc Of Said Curve, Through A Central Angle Of $10^{\circ}11'36''$, An Arc Length Of 307.03 Feet; Thence South $15^{\circ}02'58''$ West, A Distance Of 17.00 Feet To The Beginning Of A Curve Concave Northerly, Having A Radius Of 1,742.86 Feet, A Chord Bearing And Distance Of North $69^{\circ}32'53''$ West, 328.20 Feet; Thence Westerly, Along The Arc Of Said Curve, Through A Central Angle Of $10^{\circ}48'20''$, An Arc Length Of 328.69 Feet To The End Of Said Curve; Thence North $64^{\circ}08'43''$ West, A Distance Of 169.99 Feet To A Point On A Curve Concave Southwesterly, Having A Radius Of 3,008.78 Feet, A Chord Bearing And Distance Of North $66^{\circ}13'26''$ West, 218.27 Feet, Said Point Also Being On A Line Parallel With And 134.00 Feet Northerly Of, When Measured At Right Angles And Perpendicular To The Northerly Right Of Way Line Of Race Track Road (A Variable Width Right Of Way, As Now Established); Thence Northwesterly, Along The Arc Of Said Curve, Through A Central Angle Of $04^{\circ}09'27''$, An Arc Length Of 218.32 Feet To The Northerly Line Of Section 5, Township 5 South, Range 28 East, St. Johns County, Florida; Thence North $89^{\circ}27'01''$ East, Along Said Northerly Line, A Distance Of 848.80 Feet, To The **Point Of Beginning**;

Containing 5.075 Acres, More Or Less.

EXHIBIT C
ASSOCIATION'S ARTICLES

850-617-6381

9/19/2013 11:54:12 AM PAGE 27003 Fax Server



I certify the attached is a true and correct copy of the Articles of Incorporation of BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on September 18, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000205841. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000008409.

Authentication Code: 513A00022060-091913-N13000008409-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of September, 2013



Ken DePom
Ken DePom
Secretary of State

ARTICLES OF INCORPORATION
OF
BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapter 617, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION: DEFINITIONS

The name of this corporation shall be **BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082. Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration for Bartram Commons Property Owners Association, Inc. to be recorded in the public records of Duval County, Florida, as may be amended from time to time ("Declaration").

ARTICLE II: PURPOSES

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Bartram Commons (hereinafter referred to as the "Community") pertaining to drainage functions, and the specific purpose is to perform the functions of the Association contemplated in the Declaration, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or Assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish Rules and Regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (g) Maintain, repair and replace the Common Property as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Property;
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida;
- (i) Operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains, and compensation areas, as applicable; and
- (j) Contract for services to provide for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

The Association shall comply, as applicable, with Florida law, including, but not limited to, Chapter 617, Florida Statutes.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Parcel that is subject to Assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Parcel is held by more than one person, each such person shall be a Member. An Owner of more than one Parcel is entitled to membership for each Parcel owned. No person other than an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Parcel; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

If more than one person owns a fee interest in any Parcel, all such persons are Members, but there may be only one vote cast with respect to such Parcel. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Parcel is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Parcel unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Association shall have 2 classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the various Parcels of the Community except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner. Voting shall be accomplished in accordance with the schedule set forth in an Exhibit to the Declaration. There shall be no cumulative voting for Directors or any other matters.

Until such time as Class B membership is terminated, Declarant shall be entitled to solely appoint all members of the Board. Transfer of Control and termination of the Class B membership shall occur in accordance with the terms and conditions set forth in the Declaration. Upon termination of Class B membership, all provisions of the Governing Documents referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Parcel upon which it is based and is transferred automatically by conveyance of title to that Parcel whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Association shall have perpetual existence. In the event the Association is dissolved, the Association shall ensure that the maintenance of the Surface Water Management System Facilities, is delegated, transferred or assigned to an appropriate governmental unit or public utility and, if not accepted, then the Surface Water Management System Facilities shall be conveyed to a similar not-for-profit corporation.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:

Joel Giles
Carlton Fields, P.A.
Corporate Center Three at International Plaza
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5736

ARTICLE VI: MANAGEMENT

The affairs of the Association shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold

office until their respective successors are duly elected and qualified, provided, however, that Declarant shall be entitled to solely appoint all members of the Board of Directors prior to Transfer of Control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by Declarant. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors prior to Transfer of Control.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

| | |
|---------------------|--------------------------------------|
| J. Thomas Dodson | President |
| Arthur E. Lancaster | Vice President, Secretary, Treasurer |
| John T. Dodson, III | Assistant Secretary-Treasurer |

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Association shall be three (3) and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

| | |
|---------------------|---|
| J. Thomas Dodson | 700 Ponte Vedra Lakes Boulevard Ponte Vedra Beach, Florida 32802 |
| Arthur E. Lancaster | 700 Ponte Vedra Lakes Boulevard Ponte Vedra Beach, Florida 32802 |
| John T. Dodson, III | 700 Ponte Vedra Lakes Boulevard Ponte Vedra Beach, Florida 32802 |

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter, the By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws) entitled to vote thereon within the time and

in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a Majority of Voting Interests and the vote of the Class B Member (if existing).

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.


Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Parcels in the Community (which consent shall not be unreasonably withheld), and (b) no amendment which will affect any aspect of the Surface Water Management System Facilities located on the Property shall be effective without the prior written approval of the St. Johns River Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Association is:

CFRA, LLC
100 S. Ashley Drive, Suite 400
Tampa, Florida 33602

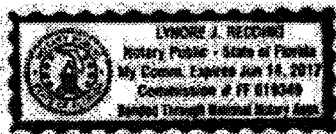
Signed this 16th day of September, 2013.

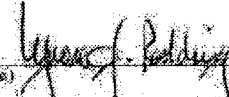


JOEL B. GILES, Esquire, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of September, 2013, by JOEL B. GILES, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.





(Sign on this line)

(Print name legibly on this line.)
NOTARY PUBLIC, State of Florida
COMMISSION NO. _____
EXPIRATION DATE: _____

(SEAL)


ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Company, at the place designated as the registered office, the undersigned hereby accepts the appointment as registered agent and agrees to act in that capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and the undersigned is familiar with and accepts the duties and obligations of the undersigned's position as registered agent.

Effective as of the 16th day of September, 2013.

REGISTERED AGENT:

CFRA, LLC

By:  _____
JOEL B. GILES, Its Authorized Agent

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 13, 2022, to Articles of Incorporation for BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H22000017837. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000008409.

Authentication Code: 022A00002545-020122-N13000008409-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the First day of February, 2022



Ronald R. ...
Secretary of State

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.

BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida, (the "Corporation"), pursuant to the provisions of Chapter 617 of the Florida Statutes, hereby amends the Articles of Incorporation of the Corporation as follows:

1. Article III, Section (B), of the Articles of Incorporation is hereby deleted in its entirety and replaced with the following:

"The Association shall have one class of voting membership. There shall be a total of twenty-four (24) votes among all Members, with twelve (12) votes being allocated to the Member(s) owning the Multifamily Parcels and twelve (12) votes being allocated to the Member(s) owning the Outparcels. The votes allocated to the Member(s) owning the Multifamily Parcels shall be assigned equally among the Member(s) owning the Multifamily Parcels. The votes allocated to the Member(s) owning the Outparcels may be assigned by such Member(s) among the same in the sole discretion of such Member(s).

Notwithstanding the foregoing, the Owner or Owners of the Outparcels shall have the right to elect two (2) members of the Board of Directors of the Association (the "Board"), and the Owner or Owners of the Multifamily Parcels shall have the right to elect two (2) members of the Board, for a total of four (4) Board members."

2. Article VI of the Articles of Incorporation is hereby deleted in its entirety and replaced with the following:

"The affairs of the Association shall be managed by its Board of Directors, which shall consist of four (4) individuals. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified. Notwithstanding the foregoing, the Board shall elect a President, a Vice President, and a Secretary-Treasurer, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors shall not be required to be Members of the Association. Any individual may hold two (2) or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association. Notwithstanding the foregoing, Bartram Commons, LLC, a Florida limited liability company, shall have the exclusive right, in its sole discretion, to appoint the officers of the Association through November 30, 2023."

H22000017837

- 3. Article VIII of the Articles of Incorporation is hereby deleted in its entirety and replaced with the following:

"The number of persons constituting the initial Board of Directors of the Association shall be four (4) and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

| | |
|---------------------|---|
| J. Thomas Dodson | 700 Ponte Vedra Lakes Boulevard Ponte Vedra Beach, Florida 32802 |
| Arthur E. Lancaster | 700 Ponte Vedra Lakes Boulevard Ponte Vedra Beach, Florida 32802 |
| Len W. Allen | 177 4 th Avenue North, Suite 200 Jacksonville Beach, Florida 32250 |
| Katelyn Taylor | 177 4 th Avenue North, Suite 200 Jacksonville Beach, Florida 32250" |

The foregoing Articles of Amendment were adopted on January 26, 2022, by the members entitled to vote thereon, and the number of votes cast for the foregoing Articles of Amendment was sufficient for approval.

[Signature page to immediately follow.]

H22000017837

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment as of January 26, 2022.

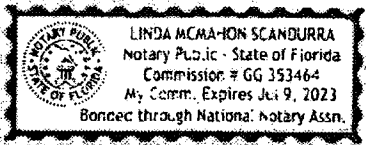
BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: *J. Thomas Dodson*
J. Thomas Dodson,
its President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 26 day of January, 2022, by J. THOMAS DODSON, as President of BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the not-for-profit corporation, who is personally known to me or has produced _____ as identification.



Linda M Scandurra
(Sign on this line)
Linda M Scandurra
(Print name legibly on this line)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: 06353464
EXPIRATION DATE: 7/9/23

(SEAL)

**EXHIBIT D
ASSOCIATION'S BYLAWS**

**BY-LAWS
OF
BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I: Name and Location

The name of the corporation is **BARTRAM COMMONS PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32802. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions to be recorded in the public records of Duval County, Florida, to which these By-Laws are attached ("Declaration"), and in the Articles of Incorporation of the Association, which are also attached to the Declaration (the "Articles of Incorporation"), shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

ARTICLE II: Meeting of Members

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Duval County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws or the Articles of Incorporation, may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the voting interests in the Association.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting of the Members except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 2/3 of the total voting interests in the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly-called meeting, may be taken without a meeting, provided that (a) a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and (b) the Members responding to the proposal ("Responding Members") hold at least 2/3 of the total voting interests in the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** The Association shall have one class of voting membership. There shall be at all times a total of twenty four (24) votes among all Members, with twelve (12) votes being allocated to the Member(s) owning the Multifamily Parcels (as that term is defined in the Declaration) and twelve (12) votes being allocated to the Member(s) owning the Outparcels (as that term is defined in the Declaration). The votes allocated to the Member(s) owning the Multifamily Parcels shall be assigned equally among the Member(s) owning the Multifamily Parcels. The votes allocated to the Member(s) owning the Outparcels may be assigned by such Member(s) among the same in the sole discretion of such Member(s). Voting on matters coming before the Association is limited to those Members having a direct or indirect interest in the particular Issue. Each Member shall be entitled to vote on matters affecting the Association in accordance with their respective voting interests. The vote of a Parcel may not be divided.

If more than one person owns an interest in any Parcel, all such persons are Members. Such vote(s) may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such 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 Parcel is held in a tenancy by the entireties, either tenant is entitled to cast the vote(s) for such Parcel unless and until the Association is notified otherwise in writing.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Association's governing documents or any Rules and Regulations, a Member or an Owner have the right to speak for at least 3 minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable Rules and Regulations governing the frequency, duration, and other manner of Member and Owner statements, which Rules and Regulations must be consistent with the provisions of this Section.

ARTICLE III: Directors

Section 1. **Board of Directors.** The affairs of the Association shall be managed by a Board of 4 directors. A director must be a Member and may be the officers and/or employees of a Member. There shall be at all times a minimum of 4 directors. The Member or Members that own the Outparcels shall have the right to elect two (2) directors of the Board, and the Member or Members that own the Multifamily Parcels shall have the right to elect two (2) directors of the Board, for a total of four (4) Board directors

Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual Members' meeting by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the votes cast. There shall be no cumulative voting.

(b) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

Section 3. **Term of Office.** Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein. Any director appointed by the Member or Members that own the Multifamily Parcels shall serve at the pleasure of the Member or Members that own the Multifamily Parcels. Any director appointed by the Member or Members that own the Outparcels shall serve at the pleasure of the Member or Members that own the Outparcels.

Section 4. **Composition of the Board of Directors.** In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation shall serve at least until the applicable Member(s) elects a replacement director.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

Section 6. **Right of Members to Attend Board Meetings.** A Member has the right to attend all Board meetings; provided, however, that meetings between the Board or a committee and the Association's attorney held for the purpose of discussing personnel or litigation matters shall be closed to attendance by the Members.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President to the directors personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments or Charges.** An Assessment or charge may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered or electronically transmitted to the Owners not less than 14 days before the meeting.

Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which Rules and Regulations that regulate the use of the Common Area may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Owners not less than 14 days before the meeting. A written notice concerning changes to the Rules and Regulations that impact the use of the Common Area by the Parcels and the Owners and occupants thereof must include a statement that changes to such Rules and Regulations will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of a majority of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If twenty (20) percent of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Florida Not-For-Profit Corporation Act, including, but not limited to, the power to:

(a) adopt and promulgate the Rules and Regulations and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association (to the extent permitted by applicable law). Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, including the establishment of the Assessments; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) to fix the amount of the assessments or charges to be levied against the Owners and take appropriate and timely action against Members whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

ARTICLE V: Officers

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Owners, and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI: Fiscal Management

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Association in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt an Annual Budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such Annual Budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the Annual Budget shall apply.

Section 4. **Assessments.** Each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the particular Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency until paid at the rate of eighteen percent (18%) per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the particular Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **Financial Report.** The Treasurer of the Association shall provide reports on the financial status of the Association (a) to the Board as the Board requests from time to time and (b) to a Member within fifteen (15) days of the Association's receipt of the Member's written request.

ARTICLE VII: Amendments

These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board. Notwithstanding the foregoing, no amendment which will affect any aspect of the Surface Water Management System Facilities located on the Property shall be effective without the prior written approval of the St. Johns River Water Management District.

ARTICLE VIII: Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control.

EXHIBIT E-1 CURRENT SITE PLAN

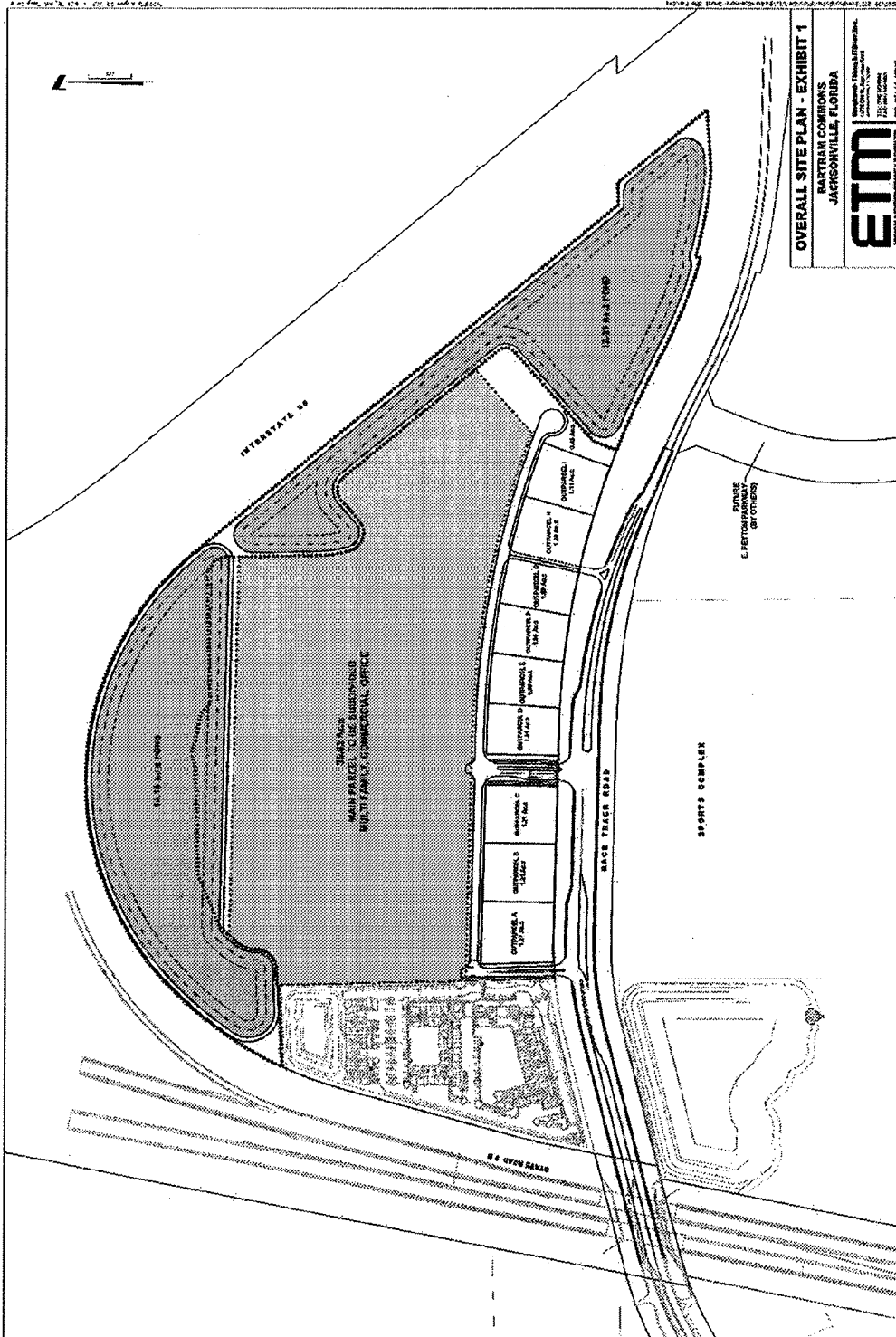
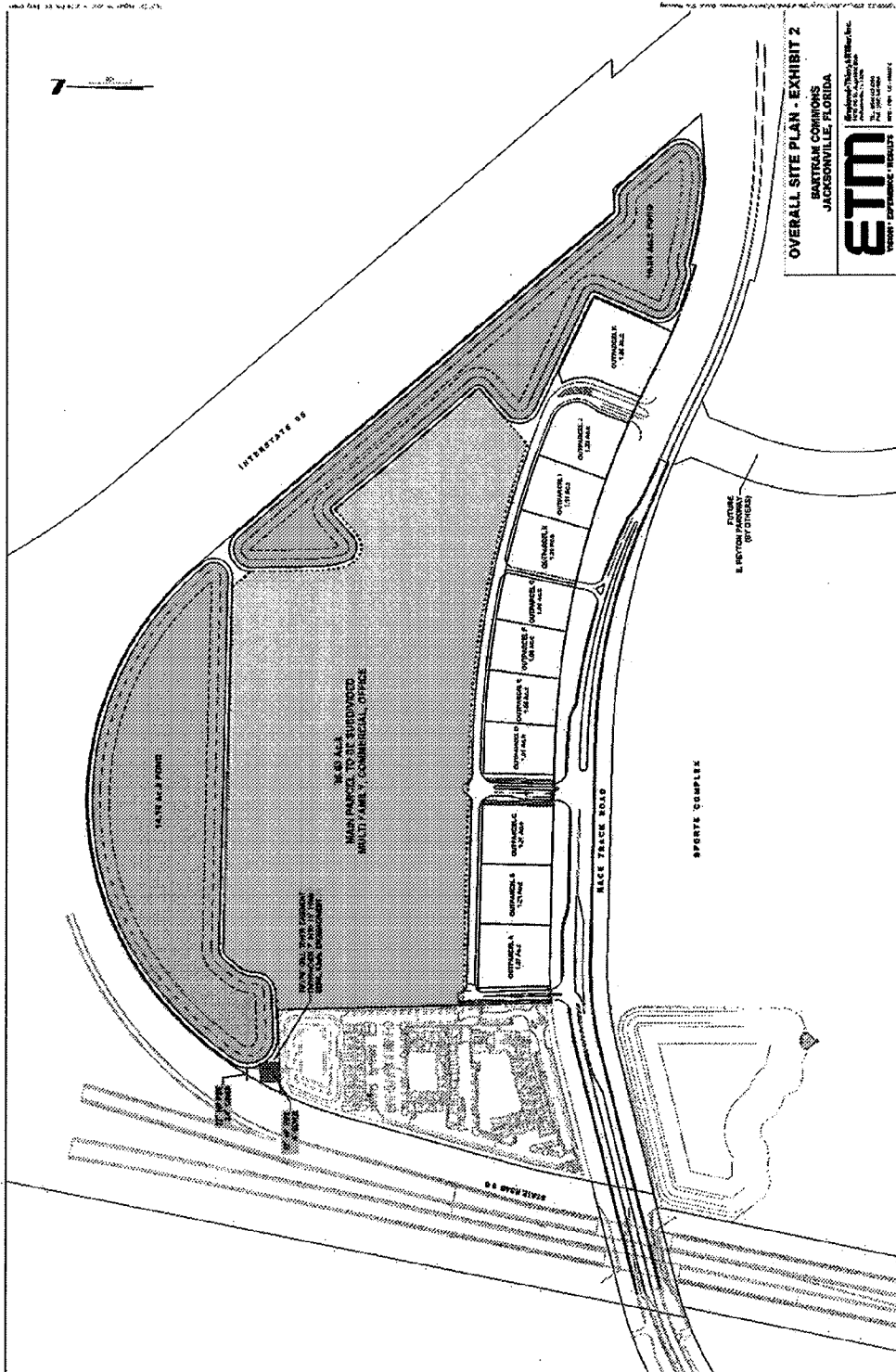


EXHIBIT E-2 FUTURE SITE PLAN



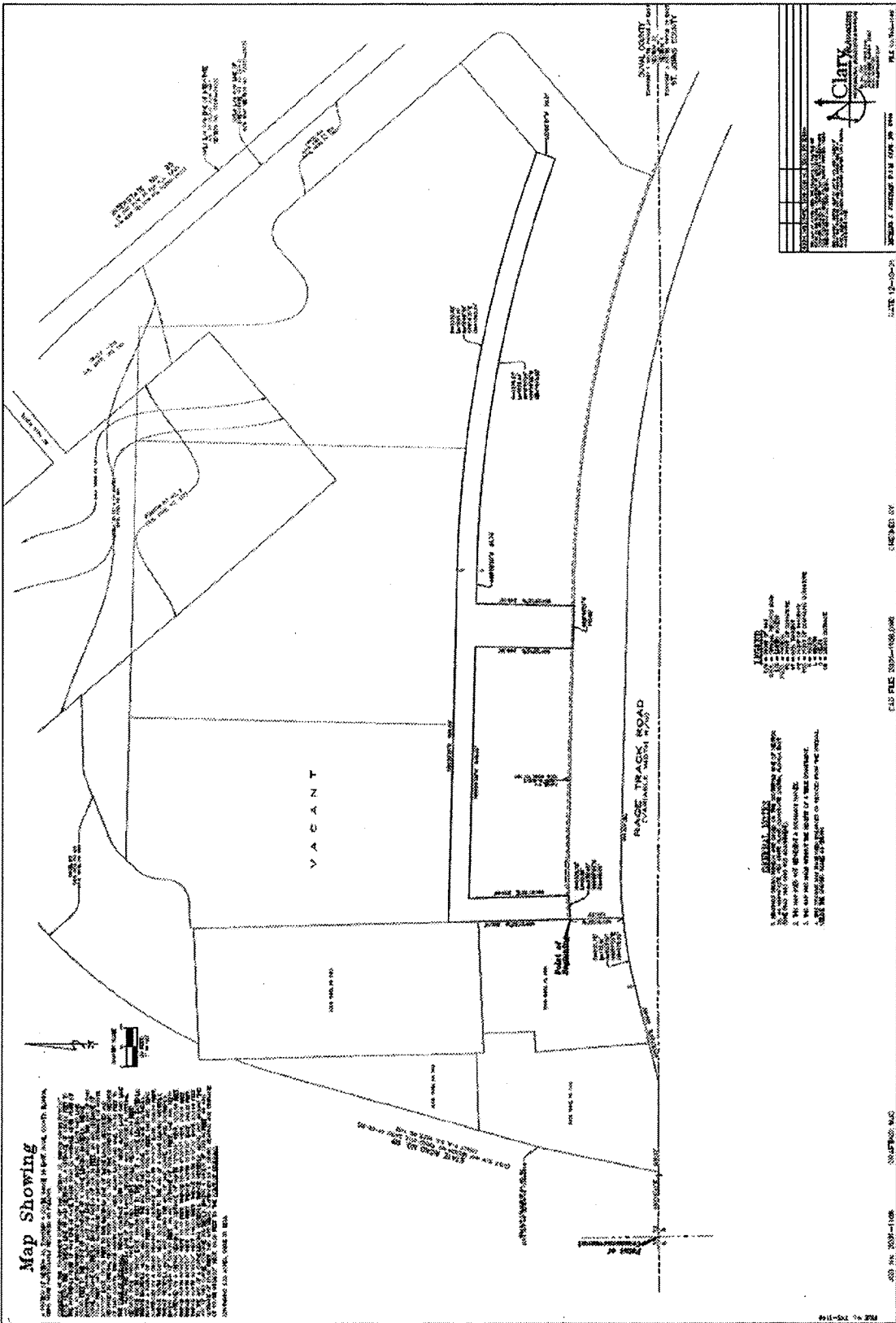
OVERALL SITE PLAN - EXHIBIT 2
RASTRON CORPORS
JACKSONVILLE, FLORIDA
ETM
ENGINEERING & DESIGN
1000 W. UNIVERSITY BLVD.
SUITE 200
JACKSONVILLE, FL 32216
TEL: 904.731.1111
WWW.ETMFLORIDA.COM

EXHIBIT F
LEGAL DESCRIPTION OF THE COMMON DRIVEWAYS

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PG. 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°21'33" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1403 OF SAID CURRENT PUBLIC RECORDS, 310.18 FEET; THENCE SOUTH 88°39'50" EAST, 904.08 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 1095.16 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 79°14'31" EAST, 1090.24 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 1078.44 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 79°16'56" WEST, 1073.58 FEET; THENCE NORTH 88°39'50" WEST, 85.70 FEET; THENCE SOUTH 01°20'10" WEST, 249.15 FEET; THENCE NORTH 88°46'01" WEST, 110.00 FEET; THENCE NORTH 01°20'10" EAST, 249.35 FEET; THENCE NORTH 88°39'50" WEST, 646.02 FEET; THENCE SOUTH 01°21'33" EAST, 253.68 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 60.06 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 86°08'23" WEST, 60.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.30 ACRES, MORE OR LESS.



A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 147.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 1039.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°55'45" EAST, 1034.81 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16630, PAGE 1082 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 21°06'58" EAST, 84.62 FEET; COURSE NO. 2: NORTH 49°34'31" EAST, 148.56 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTH 49°34'31" EAST, ALONG LAST SAID LINE, 92.08 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3332.83 FEET, AN ARC DISTANCE OF 163.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°25'20" WEST, 163.58 FEET; THENCE SOUTH 20°08'31" WEST, 50.21 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 8.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°47'00" EAST, 8.55 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 20.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°19'30" EAST, 19.81 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 85.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°25'30" EAST, 71.61 FEET; THENCE SOUTH 40°25'29" EAST, 25.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES, MORE OR LESS.

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 938.62 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 75°57'24" EAST, ALONG LAST SAID LINE, 250.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1191.76 FEET, AN ARC DISTANCE OF 175.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°11'07" EAST, 175.75 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19952, PAGE 1430 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°21'33" WEST, ALONG LAST SAID LINE, 134.33 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1325.76 FEET, AN ARC DISTANCE OF 147.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 147.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 577.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°18'19" EAST, 576.47 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3028.27 FEET, AN ARC DISTANCE OF 25.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°36'25" EAST, 25.00 FEET; THENCE NORTH 12°30'26" EAST, 210.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 43.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°34'54" EAST, 41.96 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3278.27 FEET, AN ARC DISTANCE OF 60.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°32'06" WEST, 60.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 43.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°31'35" EAST, 41.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°30'26" WEST, 210.21 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.15 ACRES, MORE OR LESS.

**EXHIBIT G
INSURANCE REQUIREMENTS**

1. Workers' Compensation (to the extent required):

- Coverage A. Statutory Benefits
- Coverage B. Employers' Liability limits of not less than:
 - Bodily Injury by accident \$1,000,000 each accident
 - Bodily Injury by disease \$1,000,000 policy limit
 - Bodily Injury by disease \$1,000,000 each employee

2. Commercial Auto Coverage:

Automobile Liability coverage in the amount of \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) with limits as follows:

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal Advertising Injury Limit | \$1,000,000 |
| Products/Completed Operations Aggregate Limit | \$1,000,000 |
| General Aggregate Limit (other than Products/Completed Operations) | \$2,000,000 |

The policy must include:

- a) An Additional Insured Endorsement naming the Owner of Multifamily Parcel 3 as additional insured
- b) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Other Requirements:

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII.
- b) Certificates of Insurance will be provided upon written request from the Owner of Multifamily Parcel 3.