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This Instrument Prepared
Without Opinion of Title By:
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FN: 4-05-528

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR DAVIS INDUSTRIAL PARK

THIS DECLARATION, is executed by RDFAH, Inc., a Florida corporation ("Developer"), on the date set forth below.

PRELIMINARY STATEMENT

- A.** Developer is the owner of the following-described real property situated, lying and being in St. Johns County, Florida ("the Property");
- B.** The Property is not subject to any covenants or restrictions of record;
- C.** Developer desires to place covenants and restrictions of record on the Property and to limit the use of the Property as set forth in this Declaration of Covenants and Restrictions for Davis Industrial Park ("the Declaration"); and
- D.** Developer deems it desirable to create a not-for-profit association to manage, own, maintain and administer all the Common Property as hereinafter defined and administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein; and collect and disburse the assessments hereinafter created.

NOW, THEREFORE, Developer hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

**ALL THE LAND DESCRIBED ON EXHIBIT A ATTACHED
HERETO AND BY REFERENCE MADE A PART HEREOF**

and any additional property annexed to this Declaration is hereby made subject to and shall be held, sold, conveyed, and occupied subject to the following easements, covenants, terms, charges, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which, shall be covenants and restrictions running with the title to the Property and

binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION 1: DEFINITIONS

Unless the context of this Declaration expressly requires otherwise, the words defined below shall have the following meanings:

1.1 "Articles" means the Articles of Incorporation of the Association attached as Exhibit B, as amended from time to time.

1.2 "Association" means Davis Industrial Park Owners' Association, Inc., its successors and assigns.

1.3 "Board of Directors" means the board of directors of the Association.

1.4 "By-Laws" means the By-laws of the Association attached as Exhibit C, as amended from time to time.

1.5 "Common Expenses" means those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Property" means all real property (including easements, licenses and rights to use real property), and personal property located within or adjacent to the Property, if any, which is owned by the Developer or by the Association and which Developer has designated for the common use and enjoyment of the Owners by reference to this Section or by recording a supplementary Declaration. The Common Property initially designated by Developer consists of the retention ponds shown on the site plan attached as Exhibit D and the Common Roads described below, together with all improvements constructed thereon by Developer, excluding improvements owned or maintained by a public or private utility company.

1.7 "Common Roads" means all paved areas within the Property which provide ingress and egress to a Lot as shown on Exhibit D. Unless and until the Developer dedicates the Common Roads to the public as provided by Section 2.5, or conveys the Common Roads to the Association, the Common Roads shall be owned by the Developer, but shall be Common Property for the purposes of this Declaration.

1.8 "Developer" means RDFAH, Inc., a Florida corporation, and its successors and such of their assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with appropriate portions of

the Property. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.9 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Davis Industrial Park.

1.10 "Lot" means a platted lot within Davis Industrial Park as shown on the plat recorded in the public records of St. Johns County, Florida. In the event the Developer annexes additional lands and makes them subject to this Declaration, "Lot" shall mean and refer to any lots created on such additional lands. No Lot shall include any portion of the Common Property owned in fee simple by the Association.

1.11 "Owner" means the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot.

1.12 "Property" means the real Property described on Exhibit A and any additions to such Property as may be made in accordance with the provisions of this Declaration.

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

SECTION 2: COMMON PROPERTY RIGHTS

2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, any prior use rights granted in the Common Property, and easements, restrictions and other matters of record as of the date of recording of this Declaration, every Owner, his successors and assigns, and every tenant and invitee of such Owner is hereby granted a right of enjoyment in and to the Common Property for its intended purpose which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.1.1 The right of the Owner of the Common Property, with the consent of Developer, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right to modify, extend, terminate or abandon such easement;

2.1.2 All provisions of this Declaration and applicable governmental regulations;

2.1.3 The right of the Developer or Association to adopt reasonable rules and regulations governing the use and enjoyment of the Common Property;

2.1.4 The right of the Developer under Section 2.4 to annex additional lands and create additional Lots;

2.1.5 The right of the Developer under Section 2.5 to dedicate the Common Roads to the public;

2.1.6 Any easements over and rights to the Property reserved by the Developer.

2.2 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Property to his tenant or contract purchasers who occupy the Lot within the Property.

2.3 **Conveyance of Common Property.** The Developer shall assign or convey the Common Property to the Association within ninety (90) days after Developer no longer owns any Lot within the Property or at such earlier time as the Developer determines in its sole discretion. Such dedication or conveyance shall be subject to the easements and restrictions of record, but free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Developer may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

2.4 **Right of the Developer to Annex Additional Lands.** The Developer reserves and shall have the sole right to annex to the Property additional contiguous lands owned by Developer or a third party, upon which additional Lots and Common Property may be developed, and make such lots and Common Property subject to this Declaration. The annexation of such additional lands shall not require the joinder or consent of any Owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person other than the owner of such additional lands. The Owners of Lots developed on such contiguous land shall be Class "A" members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and by-laws in the same manner and to the same extent as the original Owners.

2.5 **Owner's Common Road Easements.** Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property, and such other persons as the Developer and/or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Developer and the Association shall have the unrestricted and absolute right to deny or restrict ingress to any person who, in the opinion of the Developer and the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Developer and the Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Developer and the Association shall have the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads and the right, but obligation, from time to time, to control and regulate all types of traffic on the Common Roads, if the Developer or Association so elects. The Developer and the Association shall have the right but no obligation:

2.5.1 to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles which, in the opinion of Developer or the Association, would or might result in damage to the Common Roads or create a nuisance for the other Owners;

2.5.2 to control and prohibit parking on all or any part of the Common Roads; and

2.5.3 to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the opinion of the Developer or the Association, obstruct the vision of a motorist.

The Developer reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and, if necessary, the Association shall reconvey the Common Road to the Developer at the Developer's request. The Developer shall also have the sole and absolute right, at any time, with the consent of the Board of County Commissioners of St. Johns County, Florida, or any other governing body having jurisdiction over the Property, to dedicate to the public all or any part of the Common Roads or easements reserved herein.

SECTION 3: ARCHITECTURAL CONTROL

3.1 Committee Approval Required. No building or accessory structure, fence, mailbox, wall, driveway, landscaping or exterior lighting plan or other improvements, other than those erected by Developer, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, or exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") composed of the Developer or

such agent or agents as may be appointed by the Developer, in its sole discretion, as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. At such time as the Developer assigns such right of architectural review to the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

3.2 Plan Approval Process; Construction and Buy-Back Rights.

3.2.1 Plans for Proposed Improvements (as defined in Section 3.3.2 below) to a Lot shall be submitted within one (1) year after the initial conveyance of the Lot by Developer but prior to commencement of the Proposed Improvements. The Committee shall approve or reject the plans within thirty-one (31) days following submittal. In the event plans are rejected, the owner shall have sixty (60) days to correct any deficiencies and re-submit the plans to the Committee. Construction of approved improvements shall commence within eighteen (18) months after the date the plans are approved, but in no event later than two (2) years after the initial conveyance of the Lot by the Developer, shall be diligently pursued, and shall be completed within a period of one year (1) from date construction is begun. The Association, with the consent of the Developer if the Developer holds at least one (1) Lot for sale, may extend any or all of these time periods in its sole discretion.

3.2.2 In the event construction of Proposed Improvements on a Lot is not completed within the time limits set forth in Section 3.2.1, the Developer shall have the right but no obligation to repurchase the Lot for an amount that is equal to the amount paid by the Owner for such Lot. In the event the Lot is encumbered by a mortgage, the mortgagee shall permit Developer to assume the mortgage.

3.3 Powers and Duties of Committee. The Committee shall have the following powers and duties:

3.3.1 To draft and adopt from time to time architectural planning criteria, standards, and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate. These criteria shall include, without limitation, the requirement that all buildings constructed on the Property be constructed of masonry or steel or a combination thereof; that all buildings contain a minimum of four thousand (4,000) square feet of ground floor area; and that no structure or improvement constructed or placed on a Lot may exceed thirty-five feet (35') in height.

3.3.2 To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings and any other structures of any kind, including without limitation any fence, wall, sign, site paving, grading,

parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, landscaping, landscape device or object, or exterior lighting scheme ("Proposed Improvements") the construction or placement of which is proposed upon any Lot or the Property. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and any architectural planning criteria adopted by the Committee.

3.3.3 To approve or disapprove any Proposed Improvement or change or modification thereto and to approve or disapprove any exterior additions, changes, modifications or alterations whatsoever. Subsequent to the transfer of control of the Committee by the Developer, any party aggrieved by a decision of the Committee shall have the right to make a written request for review to the Board of Directors of the Association within thirty (30) days of such decision. The determination of the Board upon reviewing any such decision shall in all events be final. Prior to the time the Developer assigns the right of architectural review to the Association, a determination by the Committee shall be final and there shall be no right of review by the Board.

3.3.4 To evaluate each application for the total effect, including the manner in which the Lot is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article or adopted by the Committee and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

3.3.5 If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

3.3.6 In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, to hold the Committee, Association, Developer and all other Owners harmless from any liability, damages and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

3.3.7 The Committee is hereby authorized to make such reasonable charges for each submittal as it deems necessary to cover the costs associated with its review of the plans and specifications.

3.4 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by this Declaration, the Association shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Association, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property, any waiver or release not binding or to be relied on.

SECTION 4: USE RESTRICTIONS

4.1 Use Restrictions. Lots may be used for any industrial or warehousing purpose, including without limitation those purposes permitted by right under the IW zoning designation as set forth in the St. Johns County Land Development Code, as amended from time to time, except the following:

4.1.1 Storage businesses, yards or lots; provided that the neat and workmanlike storage of equipment, inventory, and materials incidental to the operation of a business being conducted on the Lot shall be permitted.

4.1.2 Heavy industrial uses, including aircraft manufacturing and rehabilitation or painting of same; manufacturing of sub-assemblies; chemical, fertilizer, pulp or paper manufacturing; petroleum refining, concrete plants, and similar uses.

4.1.3 Commercial parking lots, parking garages, and motor bus, truck or other transportation terminals.

4.1.4 Radio or television broadcasting offices, studios, transmitters or antennas.

4.1.5 Residential dwellings, mobile homes, or facilities, including without limitation accommodations for a night watchman or caretaker, it being the intent of the Developer to prohibit any use of the Property for dwelling purposes.

4.1.6 Junk yards, retail automobile sales, restaurants, hiring and union halls, employment agencies, automobile service stations and truck stops.

4.1.7 Bulk storage yards for flammable liquids and acids.

4.1.8 Sale of alcoholic beverages for on- or off-site consumption, or both.

4.1.9 Any use which, in the sole opinions of the Association and the Developer (for so long as the Developer holds at least one (1) Lot for sale in the ordinary course of business) results in unreasonable odors, noises, or other emissions or traffic that are incompatible with the use of the Property by other Owners.

4.2 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes, rules and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located upon all Lots.

4.3 **Nuisances Prohibited.** No nuisances or activities that are the source of unreasonable annoyance to other Owners or which interfere with the peaceful and proper use of the Property shall be allowed.

4.4 **Animals Prohibited.** No animals may be kept on the Property. The maintenance of watchdogs on any Lot or the Common Areas or within any building or structure is specifically prohibited.

4.5 **Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

SECTION 5: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 **Membership.** Every Owner of a Lot, including Developer, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

5.2 **Voting.** The Association shall have two (2) classes of voting members as follows:

5.2.1. Class "A" members shall be all Owners of Lots, with the exception of the Developer. Each such Owner shall have one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

5.2.2 The Class "B" member shall be the Developer, who shall be entitled to the number of votes held by all Class A members, plus one. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

5.2.2.1 Three (3) months after all Lots that will ultimately be operated by the Association have been conveyed to members other than Developer. For purposes of this section, the term "members other than Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale; or

5.2.2.2 At such time as the Developer, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as Developer owns at least one (1) Lot.

SECTION 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

6.2 Common Property--Ownership and Taxation. The Association may hold and own Common Property and may acquire or dispose of the same by dedication, transfer, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of this Declaration and the Articles and By-Laws. The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

6.3 Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental agency having jurisdiction. The

Association shall be responsible for such maintenance and operation. All bulkheads, drains and other improvements constructed or installed by the Developer or Association to secure the Surface Water or Stormwater Management System shall also be Common Property. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

6.4 Common Property--Management. The Association shall manage and maintain the Common Property in compliance with this Declaration and all applicable permits, the surface and stormwater management systems serving the Property, the Common Roads and all improvements located within the right-of-way of the Common Roads or on Common Property.

6.5 Assessments. The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.6 Exercise of Rights. The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

6.7 Developer's Consent Required. Notwithstanding anything to the contrary in this Declaration or the Articles of Incorporation or Bylaws of the Association, so long as the Developer holds at least one (1) Lot for sale in the ordinary course of business, the exercise of any power, right, or privilege by the Association shall require the written consent of the Developer.

SECTION 7: COVENANT FOR MAINTENANCE ASSESSMENT

7.1 Assessments. Each Owner of a Lot shall bear a proportionate share of the total operating expenses and costs of the Association, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for such expenses and costs. Each Owner's pro-rata share of the annual assessment and any special assessment shall be based upon a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots that are subject to this Declaration. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. No Owner may

avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

7.2 Special Assessments. In addition to the annual and special assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property or for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any special assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

7.3 Budget. The annual assessments authorized herein shall be based on an annual budget adopted by the Board of Directors and shall commence as to all Owners other than Developer upon conveyance of a Lot by Developer. The Board of Directors of the Association shall adopt the annual budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner subject thereto.

7.4 Assessments on Developer-owned Lots. Notwithstanding any provision to the contrary herein, Developer, for any Lots which it owns, shall not be liable for assessments either annual or special so long as it funds any actual operating expenses incurred by the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) that exceed the assessments receivable from other members and other income of the Association. Provided further, the Developer, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph.

7.5 Certificate. The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owed therefore.

7.6 Lien Rights. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The assessment plus interest, a late fee not to exceed Twenty Dollars and No/100's (\$20.00) for each assessment not paid within fifteen (15) days after the due date and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the

record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot or nonuse of the Common Property.

7.7 Effect on Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of a claim of lien for any unpaid assessment. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 8: UTILITY PROVISIONS

8.1 Water System. The central water system providing service to the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges to the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of and serving his Lot. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot. Individual wells to be used solely for irrigation purposes are permitted with the prior written consent of the Association as to the size and location of such well.

8.2 Septic Systems. Each Owner shall install, maintain and repair a septic tank and drainfield within the boundaries of his Lot. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway. In the event county sewer service becomes available to the Property, each Owner electing to connect to such system shall be responsible for the cost of tying in to the system and for all charges and assessments for sewer service.

8.3 Solid Waste Recycling. Each Owner shall participate in any available solid waste recycling program instituted by the Declarant, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

8.4 Utility Service. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, cable, and any other utility services for service to each Lot.

SECTION 9: EASEMENTS

9.1 Utilities. For so long as Developer owns a Lot, Developer reserves the right without further consent from any other Owner to grant to any public utility company, municipality or other governmental unit, water or sewage company a non-exclusive easement over all easements shown on any plat of the Property for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Developer and its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

9.2 Developer's Reserved Easements. Developer reserves for itself and its successors, assigns and designees, a perpetual, nonexclusive right of way and easement for ingress, egress and utility lines and utility facilities related thereto, and for underground drainage purposes on, in, and over any area designated as an easement, private street, or right of way area on any plat of all or any portion of the Property, and over any and all portions of the Common Property. If landscaping, paving, curbs or sod are removed or damaged by the construction of any utility improvement, the same shall be replaced or repaired by the party removing same. In the event the Developer conveys the Common Roads to the Association, the Developer shall reserve a non-exclusive perpetual easement over the Common Roads for ingress, egress, and utilities.

9.3 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by the Developer. In addition, the Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Property for so long as the Developer shall own any portion of the Property. The easements granted by the Developer shall not materially or adversely effect any improvements or unreasonably interfere with any Owners' use and enjoyment of the Common Property

9.4 Cable Television, Radio or Other Communication Lines. The Developer reserves for itself, and its successors and assigns, a perpetual, non-exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form on, in, and over any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and any and all portions of the Common Property. For purposes of this Section 9.4, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

9.5 Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement, in, on, over and under those portions of the Property as may be reasonably necessary to operate, maintain or repair the Surface Water or Stormwater Management System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

SECTION 10: GENERAL PROVISIONS

10.1 Enforcement. Enforcement of these restrictions by the Developer, the Association or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceeding. The St. Johns River Water Management District or other governmental agency having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

10.2 Severability. Invalidity of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

10.3 No Waiver. Any failure of the Developer, the Association or Lot Owners, or their successors or assigns to enforce any covenants or restrictions contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

10.4 Developer's Amendment Rights. The Developer reserves and shall have the unilateral right to amend this Declaration without the consent of any other party for the purpose of (a) curing any ambiguity in or any inconsistency between the provisions contained herein, (b) releasing any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Developer, in its sole judgment, determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, (c) complying with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property,

(d) correcting any error in the legal description of the Property, and (e) for any other purpose beneficial to the Property, in the sole judgment of the Developer, provided such amendment does not change the overall plan of development for the Property.

10.5 Amendment. In addition to the rights of the Developer provided for in Section 10.4 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration, may amend or alter this Declaration or any part thereof. Any amendment to the Covenants and Restrictions which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

10.6 Developer's Right to Use Property. Notwithstanding any other term or condition contained in this Declaration, the Developer shall have the right to transact upon the Property any business necessary to affect the sale of Lots including, but not limited to, the right to maintain models, have signs, and locate a sales trailer on the Property.

10.7 Conflict Resolution. In the event of any conflict between this Declaration and the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

10.8 Assignment. All rights reserved herein to the Developer shall be fully assignable and transferable.

10.9 Developer's Consent. For so long as the Developer holds at least one (1) Lot for sale, the exercise of any right, power or privilege by the Association shall require the written consent of the Developer. This Section may not be amended without the written consent of Developer.

10.10 Binding Effect. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2035. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by seventy-five percent (75%) of the then Owners of the Lots.

[SIGNATURES ON FOLLOWING PAGE]

2nd IN WITNESS WHEREOF, the undersigned Developer has affixed his hand and seal on this day of September, 2005.

Signed and sealed in the presence of :

RDFAH, INC., a Florida corporation

Macon L. Phillips
Print name: Macon L. Phillips

Richard Davis
By Richard Davis
Its President

Jennifer Leigh Thompson
Print name: Jennifer Leigh Thompson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of September, 2005, by Richard Davis as President of RDFAH, Inc., a Florida corporation, on behalf of the corporation. He () is personally known to me or (X) has produced driver's license number 173635 as identification.

Jennifer Leigh Thompson
Notary Public



Jennifer Leigh Thompson
MY COMMISSION # DD266146 EXPIRES
November 11, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

(Name of Notary Typed or Printed)
My Commission Number: DD266146
My Commission Expires: 11/11/07

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 22 AND 23, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE S 89°48'17" W, ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 204, PAGE 743 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1222.09 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N 50°05'29" E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 1033.44 FEET; THENCE N 89°48'08" E, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1903, PAGE 1914 OF SAID PUBLIC RECORDS, A DISTANCE OF 426.77 FEET; THENCE S 00°13'28" E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1138, PAGE 752 AND OFFICIAL RECORDS BOOK 886, PAGE 1677 BOTH OF SAID PUBLIC RECORDS A DISTANCE OF 109.26 FEET; THENCE N 89°51'35" E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 886, PAGE 1677, OFFICIAL RECORDS BOOK 2124, PAGE 1765 AND THE SOUTH LINE OF NORTHWOOD ROAD, A DISTANCE OF 267.77 FEET TO THE EAST LINE OF NORTHWOOD DRIVE; THENCE N 00°09'35" W, ALONG SAID EAST LINE, A DISTANCE OF 32.00 FEET; THENCE N 89°50'25" W ALONG THE SOUTH LINE OF THE LANDS OF SWINDULL, A DISTANCE OF 475.36 FEET; THENCE S 22°00'00" E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1056, PAGE 316 AND OFFICIAL RECORDS BOOK 928, PAGE 73 BOTH OF SAID PUBLIC RECORDS, A DISTANCE OF 656.50 FEET TO THE NORTHEAST CORNER OF LYNDAL ACRES AS RECORDED IN MAP BOOK 14, PAGES 90 AND 91 OF SAID PUBLIC RECORDS; THENCE N 88°37'38" W, ALONG THE NORTH LINE OF SAID LYNDAL ACRES, A DISTANCE 987.09 FEET, TO THE POINT OF BEGINNING.

EXHIBIT A

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DAVIS INDUSTRIAL PARK OWNERS' ASSOCIATION, INC., a Florida corporation, filed on September 8, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000214414. 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 N05000009240.

Authentication Code: 405A00056086-090905-N05000009240-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of September, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

EXHIBIT B

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**ARTICLES OF INCORPORATION OF
DAVIS INDUSTRIAL PARK OWNERS' ASSOCIATION, INC.,
a Corporation Not-for-Profit**

The undersigned natural person competent to contract, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I: NAME

The name of the corporation shall be DAVIS INDUSTRIAL PARK OWNERS' ASSOCIATION, INC.

ARTICLE II: PURPOSE

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the Lots and Common Property within the Property described in the Declaration of Covenants and Restrictions for Davis Industrial Park ("the Declaration") and to promote the health, safety and welfare of the residents within the above-described Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose. In furtherance of such purpose, the Association shall have power 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 that certain as same may be amended from time to time.

B. Fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the Property of the Association and the expense of maintaining and repairing the surface water or stormwater management system described in subsection H.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such terms and conditions as may be agreed to

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by the members, provided that no such dedication or transfer shall be effective unless consent to in writing by two-thirds (2/3) of each class of members.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes and annex additional property as authorized by the Declaration.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

H. Operate and manage the Surface Water or Stormwater Management System ("the System") in a manner consistent with the St. Johns River Water Management District permit No. 4-109-82540-1 and applicable District rules and regulation; assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the System; and contract for services for the operation and maintenance of the System.

ARTICLE III: MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (including contract sellers but excluding persons or entities holding title merely as security for performance of an obligation) which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE IV: CLASSES OF MEMBERSHIP

A. Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration). Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot owned by a Class A member.

B. Class B. The Class B member(s) shall be the Declarant, who shall be entitled to the number of votes held by all Class A members, plus one. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. Three (3) months after all Lots that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or

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2. At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant owns at least one (1) Lot.

ARTICLE V: EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

ARTICLE VI: SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is Richard Davis, 3289 Kings Road South, St. Augustine, Florida 32086.

ARTICLE VII: BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by Declarant. After the sale of the first Lot, the Board shall consist of no fewer than three (3) nor more than seven (7) members and the Directors shall be elected as provided in the By-Laws. After Class B membership ceases as provided in Article IV, only owners of Lots may be Directors or officers. The Declarant may appoint or elect non-owners while Class B membership exists. The number of Directors may be changed by amendment of the Bylaws of the Association. The name and address of the persons who shall serve as the initial Board of Directors until the selection of their successors are:

Richard Davis	3289 Kings Road South St. Augustine, Florida 32086
Deborah Davis	3289 Kings Road South St. Augustine, Florida 32086
Rob A. Matthews III	93 1/2 King Street St. Augustine, Florida 32084

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ARTICLE VIII: DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and maintained by an entity acceptable to the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX: AMENDMENT

A. Amendments to the Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3rds) of each class of members existing at the time of and present at such meeting. Any amendment which alters the Surface Water or Stormwater Management System from its original condition must receive the approval of the St. Johns River Water Management District.

B. The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3rds) of each class of members existing at the time of and present at such meeting by a person or by proxy, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X: INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct, indemnification shall apply only when the Board of Directors approves the settlement and/or reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.


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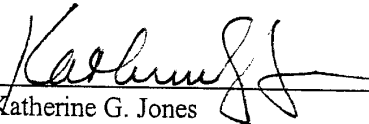
ARTICLE XI: OFFICES AND AGENT

The street address and mailing address of the principal office of the corporation is 3289 Kings Road South, St. Augustine, Florida 32086. The initial registered office of the corporation is 780 N. Ponce de Leon Boulevard, St. Augustine, Florida 32084, and the registered agent at such address is Katherine G. Jones.


Richard Davis
Subscriber/Incorporator

ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.


Katherine G. Jones

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BY-LAWS OF
DAVIS INDUSTRIAL PARK OWNERS' ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION

The name of the corporation is Davis Industrial Park Owners' Association, Inc. ("Association"). The principal office of the corporation shall be located at 3289 Kings Road South, St. Augustine, Florida 32086, but meetings of Members and Directors may be held at such places within St. Johns County, Florida, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

Capitalized words and phrases in these Bylaws shall have the meanings set forth in the Declaration of Covenants and Restrictions for Davis Industrial Park recorded in the public records of St. Johns County, Florida.

ARTICLE III: MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on a day designed by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

EXHIBIT C

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be dated, state the date, time and place of the meeting for which it was given, be signed by the authorized person executing the proxy and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V: BOARD OF DIRECTORS: NUMBER AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of no fewer three (3) nor more than five (7) members. The initial Board shall be appointed by the Developer. After Class B membership ceases, each member of the Board shall be a Member of the Association.

Section 2. Term of Office. At the first annual meeting and at each annual meeting thereafter, the Members shall elect Directors to hold office until the next succeeding annual meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in the manner specified in Section 617.0808, Florida Statutes (2005), as amended from time to time. In the event of death, resignation or removal of a Director, his successor shall be selected at the same meeting by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members until such time as Class B membership ceases. After Class B membership ceases, nominations shall be made from among Members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI: MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than annually.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two directors, after not less than two (2) days' notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Notices of Board Meetings. Notices of all special Board meetings must be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

1.1 adopt and publish rules and regulations governing the use of the Common Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, and impose reasonable fees for the use of the Common Area;

1.2 suspend the voting rights and right to use of the common facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

1.3 exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

1.4 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

1.5 employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

1.6 levy reasonable fines against any Member or any tenant, guest or invitee for failure to comply with the governing documents of the Association, or the rules of the Association.

Provided, however, that so long as the Developer holds at least one (1) Lot for sale in the ordinary course of business, the exercise of any power, right or privilege by the Board shall require the written consent of the Developer.

Section 2. Duties. It shall be the duty of the Board of Directors to:

2.1 cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A Members who are entitled to vote;

2.2 supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

2.3 as more fully provided in the Declaration, to:

2.3.1 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2.3.2 send written notice of each assessment to every Owner subject hereto at least fifteen (15) days in advance of each annual assessment period; and

2.3.3 foreclose the lien against any Lot on which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

2.3.4 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;

2.3.5 procure and maintain adequate liability, hazard and if required, flood insurance on property owned by the Association;

2.3.6 cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

2.3.7 cause the Common Area to be maintained.

ARTICLE VIII: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The same individual may simultaneously hold more than one office.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Duties. The duties of the officers are as follows:

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

7.2 Vice-President. The Vice-President shall act in place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

7.3. Secretary/Treasurer. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX: COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X: BOOKS AND RECORDS

The books, records and papers of the Association, shall be subject to inspection by any Member as provided by Section 617.1602, Florida Statutes (2005), as amended from time to time. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI: ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing 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 by non-use of the Common Property or abandonment of his or her Lot.

ARTICLE XII: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Davis Industrial Park Owners' Association, Inc.

ARTICLE XIII: AMENDMENTS


Section 1. These By-Laws may be amended at any regular meeting of the Members or special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) of the Members of each class of Members existing at the time of and present in person or by proxy at such meeting.

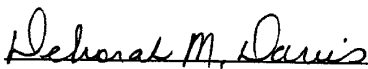
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

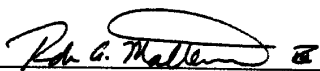
ARTICLE XIV: MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the David Industrial Park Owners' Association, Inc., have hereunto set our hands this 9th day of September 2005.


Richard Davis


Deborah Davis


Print Name: Bob A. MATTHEWS III

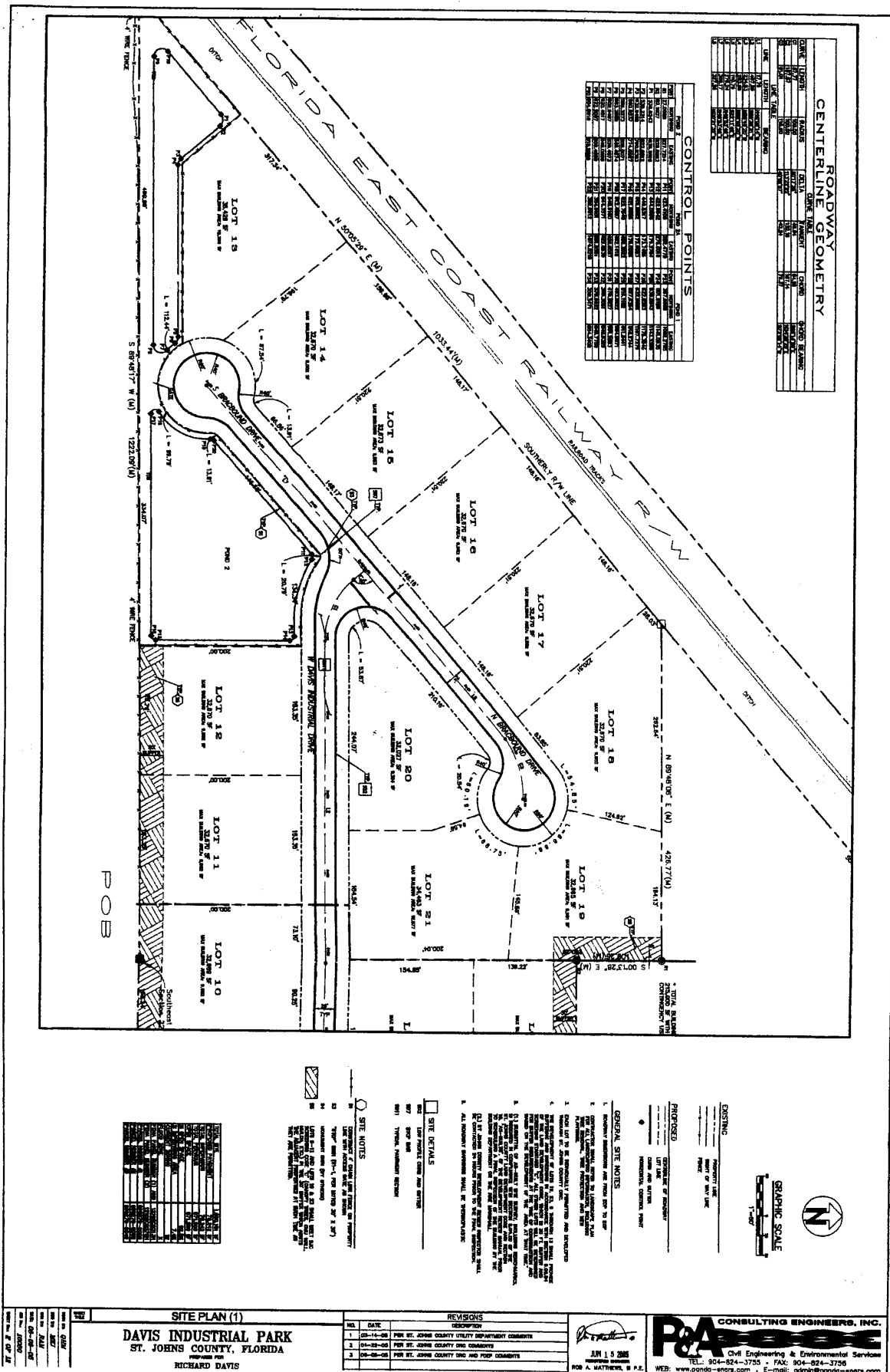
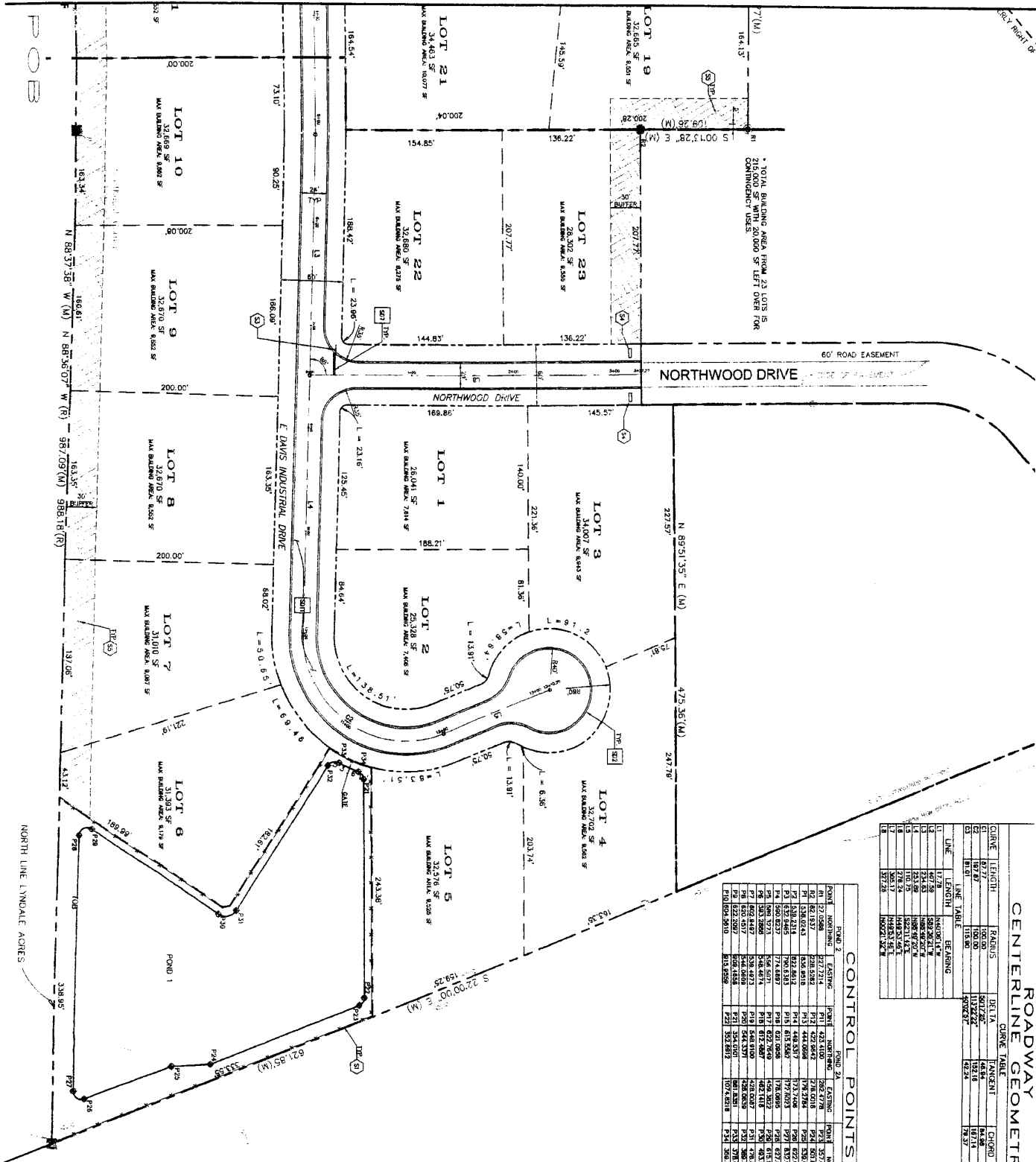


EXHIBIT D



ROADWAY CENTERLINE GEOMETRY									
CURVE TABLE									
CURVE	LENGTH	RADIUS	DELTA	INCHES	FOOT	CHORD	CHORD BEARING		
1	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
2	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
3	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
4	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
5	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
6	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
7	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
8	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
9	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
10	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
11	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
12	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
13	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
14	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
15	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
16	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
17	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
18	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
19	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
20	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
21	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
22	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00
23	100.00	100.00	90.00	4.71	5.69	100.00	S 89.10° E	100.00	0.00

CONTROL POINTS									
POINT	STATION	EASTING	NORTHING	UTM ZONE	UTM X	UTM Y	UTM Z	UTM W	UTM V
65A1	0+00	453.9576	427.7214	18QUD	453.9576	427.7214	100.0000	100.0000	100.0000
65A2	0+10	458.0582	428.5042	18QUD	458.0582	428.5042	100.0000	100.0000	100.0000
65A3	0+20	462.1632	429.2872	18QUD	462.1632	429.2872	100.0000	100.0000	100.0000
65A4	0+30	466.2682	430.0702	18QUD	466.2682	430.0702	100.0000	100.0000	100.0000
65A5	0+40	470.3732	430.8532	18QUD	470.3732	430.8532	100.0000	100.0000	100.0000
65A6	0+50	474.4782	431.6362	18QUD	474.4782	431.6362	100.0000	100.0000	100.0000
65A7	0+60	478.5832	432.4192	18QUD	478.5832	432.4192	100.0000	100.0000	100.0000
65A8	0+70	482.6882	433.2022	18QUD	482.6882	433.2022	100.0000	100.0000	100.0000
65A9	0+80	486.7932	433.9852	18QUD	486.7932	433.9852	100.0000	100.0000	100.0000
65A10	0+90	490.8982	434.7682	18QUD	490.8982	434.7682	100.0000	100.0000	100.0000
65B1	1+00	495.0032	435.5512	18QUD	495.0032	435.5512	100.0000	100.0000	100.0000
65B2	1+10	499.1082	436.3342	18QUD	499.1082	436.3342	100.0000	100.0000	100.0000
65B3	1+20	503.2132	437.1172	18QUD	503.2132	437.1172	100.0000	100.0000	100.0000
65B4	1+30	507.3182	437.9002	18QUD	507.3182	437.9002	100.0000	100.0000	100.0000
65B5	1+40	511.4232	438.6832	18QUD	511.4232	438.6832	100.0000	100.0000	100.0000
65B6	1+50	515.5282	439.4662	18QUD	515.5282	439.4662	100.0000	100.0000	100.0000
65B7	1+60	519.6332	440.2492	18QUD	519.6332	440.2492	100.0000	100.0000	100.0000
65B8	1+70	523.7382	441.0322	18QUD	523.7382	441.0322	100.0000	100.0000	100.0000
65B9	1+80	527.8432	441.8152	18QUD	527.8432	441.8152	100.0000	100.0000	100.0000
65B10	1+90	531.9482	442.5982	18QUD	531.9482	442.5982	100.0000	100.0000	100.0000
65C1	2+00	536.0532	443.3812	18QUD	536.0532	443.3812	100.0000	100.0000	100.0000
65C2	2+10	540.1582	444.1642	18QUD	540.1582	444.1642	100.0000	100.0000	100.0000
65C3	2+20	544.2632	444.9472	18QUD	544.2632	444.9472	100.0000	100.0000	100.0000
65C4	2+30	548.3682	445.7302	18QUD	548.3682	445.7302	100.0000	100.0000	100.0000
65C5	2+40	552.4732	446.5132	18QUD	552.4732	446.5132	100.0000	100.0000	100.0000
65C6	2+50	556.5782	447.2962	18QUD	556.5782	447.2962	100.0000	100.0000	100.0000
65C7	2+60	560.6832	448.0792	18QUD	560.6832	448.0792	100.0000	100.0000	100.0000
65C8	2+70	564.7882	448.8622	18QUD	564.7882	448.8622	100.0000	100.0000	100.0000
65C9	2+80	568.8932	449.6452	18QUD	568.8932	449.6452	100.0000	100.0000	100.0000
65C10	2+90	572.9982	450.4282	18QUD	572.9982	450.4282	100.0000	100.0000	100.0000
65D1	3+00	577.1032	451.2112	18QUD	577.1032	451.2112	100.0000	100.0000	100.0000
65D2	3+10	581.2082	451.9942	18QUD	581.2082	451.9942	100.0000	100.0000	100.0000
65D3	3+20	585.3132	452.7772	18QUD	585.3132	452.7772	100.0000	100.0000	100.0000
65D4	3+30	589.4182	453.5602	18QUD	589.4182	453.5602	100.0000	100.0000	100.0000
65D5	3+40	593.5232	454.3432	18QUD	593.5232	454.3432	100.0000	100.0000	100.0000
65D6	3+50	597.6282	455.1262	18QUD	597.6282	455.1262	100.0000	100.0000	100.0000
65D7	3+60	601.7332	455.9092	18QUD	601.7332	455.9092	100.0000	100.0000	100.0000
65D8	3+70	605.8382	456.6922	18QUD	605.8382	456.6922	100.0000	100.0000	100.0000
65D9	3+80	609.9432	457.4752	18QUD	609.9432	457.4752	100.0000	100.0000	100.0000
65D10	3+90	614.0482	458.2582	18QUD	614.0482	458.2582	100.0000	100.0000	100.0000
65E1	4+00	618.1532	459.0412	18QUD	618.1532	459.0412	100.0000	100.0000	100.0000
65E2	4+10	622.2582	459.8242	18QUD	622.2582	459.8242	100.0000	100.0000	100.0000
65E3	4+20	626.3632	460.6072	18QUD	626.3632	460.6072	100.0000	100.0000	100.0000
65E4	4+30	630.4682	461.3902	18QUD	630.4682	461.3902	100.0000	100.0000	100.0000
65E5	4+40	634.5732	462.1732	18QUD	634.5732	462.1732	100.0000	100.0000	100.0000
65E6	4+50	638.6782	462.9562	18QUD	638.6782	462.9562	100.0000	100.0000	100.0000
65E7	4+60	642.7832	463.7392	18QUD	642.7832	463.7392	100.0000	100.0000	100.0000
65E8	4+70	646.8882	464.5222	18QUD	646.8882	464.5222	100.0000	100.0000	100.0000
65E9	4+80	650.9932	465.3052	18QUD	650.9932	465.3052	100.0000	100.0000	100.0000
65E10	4+90	655.0982	466.0882	18QUD	655.0982	466.0882	100.0000	100.0000	100.0000
65F1	5+00	659.2032	466.8712	18QUD	659.2032	466.8712	100.0000	100.0000	100.0000
65F2	5+10	663.3082	467.6542	18QUD	663.3082	467.6542	100.0000	100.0000	100.0000
65F3	5+20	667.4132	468.4372	18QUD	667.4132	468.4372	100.0000	100.0000	100.0000
65F4	5+30	671.5182	469.2202	18QUD	671.5182	469.2202	100.0000	100.0000	100.0000
65F5	5+40	675.6232	470.0032	18QUD	675.6232	470.0032	100.0000	100.0000	100.0000
65F6	5+50	679.7282	470.7862	18QUD	679.7282	470.7862	100.0000	100.0000	100.0000
65F7	5+60	683.8332	471.5692	18QUD	683.8332	471.5692	100.0000	100.0000	100.0000
65F8	5+70	687.9382	472.3522	18QUD	687.9382	472.3522	100.0000	100.0000	100.0000
65F9	5+80	692.0432	473.1352	18QUD	692.0432	473.1352	100.0000	100.0000	100.0000
65F10	5+90	696.1482	473.9182	18QUD	696.1482	473.9182	100.0000	100.0000	100.0000
65G1	6+00	700.2532	474.7012	18QUD	700.2532	474.7012	100.0000	100.0000	100.0000
65G2	6+10	704.3582	475.4842	18QUD	704.3582	475.4842	100.0000	100.0000	100.0000
65G3	6+20	708.4632	476.2672	18QUD	708.4632	476.2672	100.0000	100.0000	100.0000
65G4	6+30	712.5682	477.0502	18QUD	712.5682	477.0502	100.0000	100.0000	100.0000
65G5	6+40	716.6732	477.8332	18QUD	716.6732	477.8332	100.0000	100.0000	100.0000
65G6	6+50	720.7782	478.6162	18QUD	720.7782	478.6162	100.0000	100.0000	100.0000
65G7	6+60	724.8832	479.3992	18QUD	724.8832	479.3992	100.0000	100.0000	100.0000
65G8	6+70	728.9882	480.1822	18QUD	728.9882	480.1822	100.0000	100.0000	100.0000
65G9	6+80	733.0932	480.9652	18QUD	733.0932	480.9652	100.0000	100.0000	100.0000
65G10	6+90	737.1982	481.7482	18QUD	737.1982	481.7482	100.0000	100.0000	100.0000
65H1	7+00	741.3032	482.5312	18QUD	741.3032	482.5312	100.0000	100.0000	100.0000
65H2	7+10	745.4082	483.3142	18QUD	745.4082	483.3142	100.0000	100.0000	100.0000
65H3	7+20	749.5132	484.0972	18QUD	749.5132	484.0972	100.0000	100.0000	100.0000
65H4	7+30	753.6182	484.8802	18QUD	753.6182	484.8802	100.0000	100.0000	100.0000
65H5	7+40	757.7232	485.6632	18QUD	757.7232	485.6632	100.0000	100.0000	100.0000
65H6	7+50	761.8282	486.4462	18QUD	761.8282	486.4462	100.0000	100.0000	100.0000
65H7	7+60	765.9332	487.2292	18QUD	765.9332	487.2292	100.0000	100.0000	100.0000
65H8	7+70	770.0382	488.0122	18QUD	770.0382	488.0122	100.0000	100.0000	100.0000
65H9	7+80	774.1432	488.7952	18QUD	774.1432	488.7952	100.0000	100.0000	100.0000
65H10	7+90	778.2482	489.5782	18QUD	778.2482	489.5782	100.0000	100.0000	100.0000
65I1	8+00	782.3532	490.3612	18QUD	782.3532	490.3612	100.0000	100.0000	100.0000
65I2	8+10	786.4582	491.1442	18QUD	786.4582	491.1442	100.0000	100.0000	100.0000
65I3	8+20	790.5632	491.9272	18QUD	790.5632	491.9272	100.0000	100.0000	100.0000
65I4	8+30	794.6682	492.7102	18QUD	794.6682	492.7102	100.0000	100.0000	100.0000
65I5	8+40	798.7732	493.4932	18QUD	798.7732	493.4932	100.0000	100.0000	100.0000
65I6	8+50	802.8782	494.2762	18QUD	802.8782	494.2762	100.0000	100.0000	100.0000
65I7	8+60	806.9832	495.0592	18QUD	806.9832	495.0592	100.0000	100.0000	100.0000
65I8	8+70	811.0882	495.8422	18QUD	811.0882	495.8422	100.0000	100.0000	100.0000
65I9	8+80	815.1932	496.6252	18QUD	815.1932	496.6252	100.0000	100.0000	100.0000
65I10	8+90	819.2982	497.4082	18QUD	819.2982	497.4082	100.0000	100.0000	100.0000
65J1	9+00	823.4032	498.1912	18QUD	823.4032	498.1912	100.0000	100.0000	100.0000
65J2	9+10	827.5082	498.9742	18QUD	827.5082	498.9742	100.0000	100.0000	100.0000
65J3	9+20	831.6132	499.7572	18QUD	831.6132	499.7572	100.0000	100.0000	100.0000
65J4	9+30	835.7182	500.5402	18QUD	835.7182	500.5402	100.0000	100.0000	100.0000
65J5	9+40	839.8232	501.3232	18QUD	839.8232	501.3232	100.0000	100.0000	100.0000
65J6	9+50	843.9282	502.1062	18QUD	843.9282	502.1062	100.0000	100.0000	100.0000
65J7	9+60	848.0332	502.8892	18QUD	848.0332	502.8892	100.0000	100.0000	100.0000
65J8	9+70	852.1382	503.6722	18QUD	852.1382	503.6722	100.0000	100.0000	100.0000
65J9	9+80	856.2432	504.4552	18QUD	856.2432	504.4552	100.0000	100.0000	100.0000
65J10	9+90	860.3482	505.2382	18QUD	860.3482	505.2382	100.0000	100.0000	100.0000
65K1	10+00	864.4532	506.0212	18QUD	864.4532	506.0			

(52 152)
In: Estate Title

①

Ret →

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 4-05-528

Rec: \$35.50

FIRST AMENDMENT

TO DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

DAVIS INDUSTRIAL PARK

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions
for Davis Industrial Park is executed this 12 day of OCTOBER, 2005 by
RDFAH, Inc., a Florida Corporation ("The Developer").

WHEREAS, the Developer desires to amend the Declaration of Covenants and
Restrictions for Davis Industrial Park ("the Declaration") dated September 14, 2005, and
recorded in Official Records 2535, Pages 771 through 803, to correct an error in the legal
description of the Property and to include the joinder and consent of the record owners of
the Property; and

WHEREAS, Sections 10.4(d) and (e) of the Declaration authorize the Developer
to make and record this amendment, which is beneficial to and does not change the
overall plan of development for the Property.

NOW, THEREFORE, the Developer hereby amends the Declaration to
substitute the legal description attached as Exhibit "A" for Exhibit "A" to the Declaration
and to include the joinder and consent attached at Exhibit "B".

IN WITNESS WHEREOF, the Developer has executed the First Amendment to the Declaration of Covenants and Restrictions for Davis Industrial Park, on the date stated above.

Carol A. Lagasse
 Witness: **Carol A. Lagasse**
Addienne Quinn
 Witness: Addienne Quinn

RDBAH, Inc., a Florida corporation

Richard Davis
 By: Richard Davis
 Its President

Witness: _____

Witness: _____

**STATE OF FLORIDA
 COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 2005, by Richard Davis, President of RDBAH, Inc., a Florida corporation, on behalf of the corporation. He (☒) is personally known to me or has produced personally known as identification.

Carol A. Lagasse
 Notary Public



My Commission Number: _____
 My Commission Expires: _____

EXHIBIT B**JOINDER AND CONSENT**

Richard and Deborah Davis, the owners of the real property described in Exhibit "A" to this first amendment to the Declaration of Covenants and Restrictions for Davis Industrial Park recorded in Official Records 2535, Pages 771 through 803, of the public records of St. Johns County, Florida, hereby join in and consent to the filing of said Declaration as covenants running with the land.

Dated this 12 day of OCTOBER, 2005.

Signed, sealed and delivered
In the presence of:

Carol A. Lagasse
Witness: Carol A. Lagasse

Richard Davis
RICHARD DAVIS

Addrenne Quinn
Witness: Addrenne Quinn

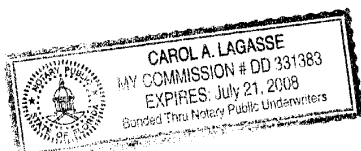
Witness: _____

Deborah M. Davis
DEBORAH DAVIS

Witness: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 2005, by Richard Davis and Deborah Davis, who () are personally known to me or () have produced _____ and _____ as identification.



Carol A. Lagasse
Notary Public
My Commission Number: _____
My Commission Expires: _____

EXHIBIT A**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTIONS 22 AND 23, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE S 89°48'17" W, ALONG THE SOUTH LINE OF SAID SECTION 22 AND THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 204, PAGE 743 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1222.09 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N 50°05'29" E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE 1033.44 FEET; THENCE N 89°48'08" E, ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1903, PAGE 1914 OF SAID PUBLIC RECORDS, A DISTANCE OF 426.77 FEET; THENCE S 00°13'28" E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1138, PAGE 752 AND OFFICIAL RECORDS BOOK 886, PAGE 1677 BOTH OF SAID PUBLIC RECORDS A DISTANCE OF 109.26 FEET; THENCE N 89°51'35" E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 886, PAGE 1677, OFFICIAL RECORDS BOOK 2124, PAGE 1765 AND THE SOUTH LINE OF NORTHWOOD ROAD, A DISTANCE OF 267.77 FEET TO THE EAST LINE OF NORTHWOOD DRIVE; THENCE N 00°09'35" W, ALONG SAID EAST LINE, A DISTANCE OF 32.00 FEET; THENCE N 89°50'25" E ALONG THE SOUTH LINE OF THE LANDS OF SWINDULL, A DISTANCE OF 475.36 FEET; THENCE S 22°00'00" E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1056, PAGE 316 AND OFFICIAL RECORDS BOOK 928, PAGE 73 BOTH OF SAID PUBLIC RECORDS, A DISTANCE OF 656.50 FEET TO THE NORTHEAST CORNER OF LYNDALDE ACRES AS RECORDED IN MAP BOOK 14, PAGES 90 AND 91 OF SAID PUBLIC RECORDS; THENCE N 88°37'38" W, ALONG THE NORTH LINE OF SAID LYNDALDE ACRES, A DISTANCE 987.09 FEET, TO THE POINT OF BEGINNING.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14th day of February, 2006,
By DAVIS INDUSTRIAL PARK OWNERS ASSOC, INC.
by RICHARD DAVIS, PRESIDENT with an address of 3289 Kings Rd. South
hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political St. Aug., FL
subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St.
Augustine, FL 32084, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens, and encumbrances of record;

A Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy:

- 1) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and
- 2) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and

drainage facilities and foundations, footing and/or anchors for surface improvements.

B All Water Lines and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that the Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

C The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocation the underground water utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

D Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements or structures which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

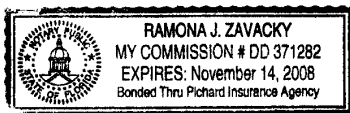
Nina Riddle
Witness

Nicole Riddle
Witness Print Name

By: Richard Davis
RICHARD DAVIS, PRESIDENT
DAVIS INDUSTRIAL PARK OWNERS ASSOC., INC.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of February, 2006, by Richard Davis who has produced _____ as identification or is personally known to me.



Ramona J. Zavacky
Notary Public, State of Florida

Ramona J. Zavacky
Print Name

11/14/08
Commission Expires

EXHIBIT "A"

DESCRIPTION
INGRESS/EGRESS AND UTILITY EASEMENT

A parcel of land situated in Sections 22 and 23, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Northeast Corner of Lyndale Acres as recorded in Map Book 14, pages 90 and 91 of the Public Records of said County; thence North 22°00'00" West, along the East Line of Government Lot 3 in said Section 23, a distance of 656.50 feet; thence South 89°50'25" West, a distance of 475.36 feet to the **POINT OF BEGINNING** for the herein described Parcel; thence South 00°09'35" East, a distance of 315.43 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 88°28'03", and a chord bearing and chord distance of South 44°23'37" East, 20.93 feet; thence southeasterly along the arc a distance of 23.16 feet; thence South 88°37'38" East, a distance of 210.08 feet to a point of curvature to the left having a radius of 70.00 feet, a central angle of 113°22'22", and a chord bearing and chord distance of North 34°41'11" East, 116.99 feet; thence northeasterly along the arc a distance of 138.51 feet; thence North 22°00'00" West, a distance of 50.75 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 53°07'48", and a chord bearing and chord distance of North 48°33'54" West, 13.42 feet; thence northwesterly along the arc a distance of 13.91 feet to a point of reverse curvature point of reverse curvature to the left having a radius of 60.00 feet and a central angle of 286°15'37"; thence easterly along the arc, a distance of 299.77 feet to a distance of 13.91 feet; thence South 22°00'00" East, a distance of 50.75 feet to a point of curvature to the right having a radius of 130.00 feet, a central angle of 113°22'22", and a chord bearing and chord distance of South 34°41'11" West, 217.28 feet; thence southwesterly along the arc a distance of 257.23 feet; thence North 88°37'38" West, a distance of 487.71 feet; thence South 89°48'08" West, a distance of 534.14 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of 39°42'39", and a chord bearing and chord distance of South 69°56'49" West, 20.38 feet; thence westerly along the arc a distance of 20.79 feet; thence South 50°05'28" West, a distance of 145.58 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 53°07'48" to a point of reverse curvature to the right having a radius of 60.00 feet and a central angle of 286°15'37"; thence northwesterly along the arc, a distance of 299.77 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 53°07'48"; thence easterly along the arc, a distance of 13.91 feet; thence North 50°05'28" East, a distance of 594.90 feet to a point of curvature to the right having a radius of 60.00 feet, a central angle of 258°27'47", and a chord bearing and chord distance of South 00°40'39" East, 92.95 feet; thence southerly along the arc a distance of 270.66 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 78°27'47"; thence westerly along the arc, a distance of 20.54 feet; thence South 50°05'28" West, a distance of 188.02 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of 140°17'21", and a chord bearing and chord distance of South 20°03'13" East, 56.43 feet; thence southerly along the arc a distance of 73.46 feet; thence North 89°48'08" East, a distance of 390.48 feet; thence South 88°37'38" East, a distance of 188.42 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 91°31'57", and a chord bearing and chord distance of North 45°36'23" East, 21.49 feet; thence northeasterly along the arc a distance of 23.96 feet; thence North 00°09'35" West, a distance of 313.02 feet; thence North 89°50'25" East, a distance of 60.00 feet to the **POINT OF BEGINNING**.

The aforescribed Parcel contains 163,193.50 square feet or 3.75 acres, more or less.

