

PREPARED BY AND RETURN TO:
JOHN R. CAMPBELL
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DIXON FARMS**

THIS DECLARATION is made this 31st day of August, 2020 by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Nassau County, Florida and described on **Exhibit A** attached hereto and made a part hereof ("Property"); and

WHEREAS, it is contemplated that the Property will be a single family residential lot community known as Dixon Farms, consisting of eleven (11) lots, which range from 4.90 acres to 11.34 acres in size, as depicted on that certain plat of Dixon Farms as recorded on June 18, 2020 in Official Records Book 2368, Page 1799 of the Public Records of Nassau County, Florida ("Plat") incorporated herein by reference and as shown on **Exhibit B** attached hereto and made a part hereof. No easements, accessways, utility, stormwater, or any other improvements are made a part of this community or this Declaration other than as depicted on the Plat; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of environment in the Property and for the general health, safety and welfare of the owners of the Property and, to this end, desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the Property.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the Property and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the Property, and their heirs, successors, and assigns.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Declarant" shall mean and refer to Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company (a wholly-owned subsidiary of Rayonier Inc.), and its

successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

b. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Dixon Farms, as may be amended, modified and supplemented in the future in accordance with the provisions hereinafter.

c. "Lot(s)" shall mean those lots 1 through 11 shown on the Plat and Exhibit B attached hereto, as may be amended from time to time, together with any additional parcels which may be made subject to this Declaration in the future.

d. "Mobile Home" shall mean manufactured homes, mobile homes, modular homes and house trailers.

e. "Owner" shall mean the fee simple title holder of any Lot.

f. "Sign Easements" shall have the meaning given to such term in Article III.

ARTICLE II ARCHITECTURAL CONTROL

In keeping with the historical character of rural Nassau County, it is the intent of this Declaration to encourage traditional southern architecture that compliments the natural landscape. Examples of appropriate architectural styles may include farmhouse, low country, tidewater or Florida cracker designs that incorporate elevated foundations, large porches and high ceilings.

Section 1. Architectural Control. All improvements on the Property are subject to architectural review. This review shall be in accordance with this Declaration, the requirements of Nassau County, and applicable laws and regulations. No site work or structural improvement, or replacement or change to the exterior of any existing structures or improvements, shall be commenced until the specifications, together with a plot plan showing the location relative to boundaries of such proposed improvements or changes, shall have been submitted to and approved in writing by the Declarant. If the Declarant, in its sole and absolute discretion, determines that any proposed improvement, alteration, etc., is not consistent with this Declaration, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Plans and specifications must be submitted to and approved by the Declarant prior to submittal of such plans and specifications to any governmental agency for approval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Declarant with the aesthetics or the proposed improvements which, in the sole discretion and judgment of the Declarant, will render the proposed item or improvement inharmonious or out of keeping with other development on the Property. Two (2) sets of architectural specifications and plot plans showing Lot and dimensions of improvements (collectively the "Plans") shall be submitted to the Declarant by the Owner and the Declarant shall provide a written dated receipt for the Plans to the Owner. The Declarant shall approve or disapprove Plans no later than thirty (30) days after the date of receipt. Failure of the Declarant to respond in writing to a submittal of Plans within such period shall be deemed to be an approval of the Plans as submitted. The approval or

disapproval shall be in writing and shall accompany one (1) copy of the Plans to be returned to the Owner. The remaining copy of the Plans shall become the property of the Declarant. Whenever the Declarant disapproves Plans, the disapproval shall be accompanied by a written description of the reason or reasons for such disapproval.

Section 3. Violations; Waiver. The work must be performed strictly in accordance with the Plans as submitted and approved. If after the Plans have been approved, the improvements are altered, erected, or maintained upon the Property otherwise than as approved, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Declarant and to constitute a violation of this Declaration. Approval by the Declarant does not relieve the Owner of the responsibility to obtain all other necessary approvals and permits from various agencies and authorities and to comply with all applicable codes and ordinances nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Waiver of Liability. Neither the Declarant nor any of its respective representatives, employees or agents shall be liable in damages to anyone submitting Plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval of, disapproval of or failure to approve any Plans. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant of any Lot, by acquiring title thereto or an interest therein, waives its rights to bring any action, proceeding or suit to recover any such damage. Approval of any Plans, and any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the Property, and shall not be deemed a warranty, representation or covenant that such buildings, improvements or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of, any applicable laws, codes, rules or regulations. The Declarant and its respective representatives, employees and agents shall not be responsible in any way for any defects in any Plans, revised or approved in accordance with the requirements of this Declaration, or for any structural or other defect in any work done according to such Plans.

Section 5. Enforcement of Planning Criteria. The Declarant shall have standing and authority to enforce its decisions in courts of competent jurisdiction. Should the Declarant be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. The Declarant, its representatives, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Owner for any trespass or damages or injury to property or person unless caused by gross negligence or intentional wrongdoing.

Section 6. Term of Approval. Unless otherwise specified by the Declarant, approval by the Declarant shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall expire and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE III MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all

times to keep and maintain the improvements and landscaping on its Lot in good and presentable condition and repair consistent with the approved plans and specifications therefor. Each Owner shall make a special effort toward keeping its Lot and all improvements thereon clean, neat and attractive. No Lot shall be used for dumping, storage or accumulating trash, garbage or other refuse or waste. All trash and other wastes shall be stored at all times in a clean and sanitary condition, including without limitation, during construction periods. The Declarant shall have the right, but not an affirmative duty, to provide maintenance upon any Lot and improvements thereon in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Declarant shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any maintenance work, the Declarant must furnish fifteen (15) days prior written notice to the Owner at the last address listed in the County Property Appraiser's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Declarant may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Declarant shall have the right to make such necessary repairs, or maintenance as is specified in the written notice. The Declarant, its representatives, agents and employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected Lot or improvements thereon unless caused by such entity's gross negligence or intentional wrongdoing.

Section 2. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Declarant, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Lot, and the exterior of any improvements thereon, during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Declarant, entry may be made on any day and at any hour.

Section 3. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 above shall be charged by the Declarant against the Owner of the affected Lot and shall be secured by a lien upon said Lot and shall also constitute a personal obligation of the Owner. The charges shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, together with costs of collection and attorneys' fees.

Section 4. Sign Easements. The Declarant has installed community signs on Lot 5 and Lot 11 and hereby reserves to itself easements for the signs, and access easements for ingress and egress to and from the signs ("Sign Easements"), as described and depicted on **Exhibit D1** (as to Lot 5) and **Exhibit D2** (as to Lot 11). Declarant shall have the right, but not the obligation or affirmative duty, to maintain, replace, or repair the signs in Declarant's sole and absolute discretion. The signs shall remain in place for the duration of this Declaration and may not be removed or modified by any Owner without prior written consent of Declarant. The Sign Easements shall run with title to Lot 5 and Lot 11.

ARTICLE IV

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, occupants, tenants, invitees, successors, and assigns, as follows:

Section 1. No obnoxious or offensive activity shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affecting the adjoining or property or any portion portions thereof: excessive noise, smoke, dust, dirt or fly ash or unusual fire or explosive hazards; or vibration or light.

Section 2. All Lots shall be used for single unit residential, recreational and agricultural purposes only. No more than one dwelling unit shall be allowed on any Lot. No Lot may be further divided. There shall be no duplexes nor other multiple units on a single Lot. Agricultural activities and the sale of items produced by those agricultural activities that are consistent with the Nassau County Land Development Code shall not be considered a violation of this Declaration.

Section 3. No mobile home shall be permitted on any Lot.

Section 4. Single family residences shall have a minimum of 2,000 square feet exclusive of carports, porches and garages, and shall be completed within one year of the date of issuance of the building permit by Nassau County.

Section 5. No temporary buildings for housing shall be erected on any Lots. No used house built elsewhere shall be moved onto any Lot. No recreational vehicle, motor home, coach, camper or trailer shall be used as housing.

Section 6. No buildings or other structures shall be located on any Lot nearer the front road right of way than 75 feet, nearer the rear lot line than 50 feet, nor nearer to a side lot line than 50 feet, provided that an Owner of one and a half of two or more adjoining Lots may build across the interior lot lines.

Section 7. No billboards or other advertising signs may be erected or displayed on any Lot except such signs as may be reasonably required for the purpose of sale of the Lot and residence thereon.

Section 8. No part of a Lot may be used as a commercial borrow pit. Fish ponds shall be allowed subject to approval by the Declarant and Nassau County.

Section 9. No Lot may be converted or further subdivided into a road, street or access easement without the express consent of and approval by the Declarant and Nassau County.

Section 10. The front yard shall be defined as that part of the Lot lying between a line extended along the front of the dwelling to the side lot lines and the street faced by the dwelling. The front yard shall be kept in a clean, neat, orderly condition. Garbage or trash containers may be placed within a pickup area in a neat, clean manner and place.

Section 11. No animals shall be kept on any Lot in such number that they create a nuisance due to noise or odor.

Section 12. Each Owner may install fencing around the perimeter boundary line of each Lot and may place fencing at other locations within each Lot. Each Owner is required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing

along front lot line (fronting County Road 108 – A/K/A River Road). All such fencing must be consistent (material, size and color) with that which is installed by the Declarant at time of purchase.

ARTICLE V
AMENDMENT BY DECLARANT

The Declarant, as long as the Declarant owns a Lot, reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained; (c) release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) amend this Declaration for the purpose of adding other property to be included within the scope of this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner.

ARTICLE VI
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any Lot, may impose any additional covenants or restrictions on any part of the Property or on any Lot.

ARTICLE VII
AMENDMENT

At any time after the Declarant no longer owns at least one or more Lot subject to this or any supplementary Declaration, the Owners of at least three-quarters (3/4) of the Lots, may change or amend any provision hereof, and have the same duly recorded in the public records of Nassau County, Florida, in accordance with this Article. Each Lot shall constitute one vote. A proposed amendment may be initiated by petition signed by the Owners of at least fifty percent (50%) of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to the holding of a meeting to discuss and vote on the proposed amendment. Voting shall be by written ballot. The amendment recorded in the public records of Nassau County shall contain the signatures of the Owners of at least three-quarters (3/4) of the Lots, together with the written consent of any mortgagees of such Lots, and a certification that written notice was given to the Owners of each Lot and said certification shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said certification in such recorded amendment. The amendment shall be effective upon recordation of the executed amendment in the public records of Nassau County, Florida.

ARTICLE VIII
DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of, and be enforceable by, the Declarant and any Owner of any Lot subject to this or any supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of at least three-quarters (3/4) of the Lots vote to terminate this Declaration and record an instrument signed by said Owners and with all mortgagees agreeing to terminate said covenants and restrictions. Each Lot shall constitute one vote. Notwithstanding the foregoing, the Declarant, as long as Declarant owns a Lot, reserves and shall have the right, in its sole discretion, to terminate this Declaration.

ARTICLE IX
ENFORCEMENT

Section 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or any Owner (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or equity, or this Declaration. The failure of the Declarant, its successors or assigns, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In any action or suit brought to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Section 2. All tenants, occupants, lessees and invitees of any Lot shall be subject to the terms and conditions of this Declaration.

Each Owner agrees to cause his lessees, occupants, invitees and tenants to comply with this Declaration and each Owner is responsible and liable for all violations and losses caused by such lessees, occupants, invitees or tenants notwithstanding the fact that such persons are also fully liable for any violation of this Declaration.

ARTICLE X
MISCELLANEOUS

Section 1. Reference to the singular shall include reference to the plural and the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. The invalidation of any provision or provisions of this Declaration shall not effect or

modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Any notice provided for herein shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person as shown on the records of the Nassau County Tax Collector, at the time of such mailing, unless otherwise provided herein.

Section 4. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 5. Written submittals and notices required in accordance with this Declaration shall be provided by hand delivery or traceable U.S. Mail or other overnight delivery service to:

Declarant: Raydient LLC dba Raydient Places + Properties LLC
Attention: CCR Manager
1 Rayonier Way
Wildlight, FL 32097

With A Copy To: Rayonier Inc.
Attention: Legal Department
1 Rayonier Way
Wildlight, FL 32097

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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

Signed, sealed and delivered
in our presence as witnesses:

DECLARANT:
Raydient LLC dba Raydient Places +
Properties LLC, a Delaware limited liability
company

Landy Rose
Printed Name: Landy Rose

By: John R. Campbell
JOHN R. CAMPBELL
Its: Vice President

Kathleen S. Brooks
Printed Name: Kathleen S. Brooks

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 31st day of August, 2020 by
John R. Campbell as Vice President of Raydient LLC dba Raydient Places +
Properties LLC, a Delaware limited liability company, who is personally known to me.

[Signature]
Notary Public
My Commission Expires: _____

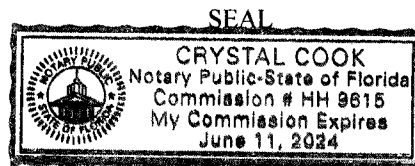


EXHIBIT A
Legal Description of the Property

DIXON FARMS A (NORTH)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A REPLAT OF A PORTION OF JACKSONVILLE PARK UNIT "C", RECORDED IN PLAT BOOK 2, PAGE 6 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A 4"X4" CONCRETE MONUMENT, "STAMPED LB 7486", LOCATED ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-108 (A 66 FOOT RIGHT-OF-WAY) AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF BILLY RAY TARKINGTON AND KATHY STRICKLAND TARKINGTON AS DESCRIBED IN DEED RECORDED IN BOOK 1765, PAGE 1173, OFFICIAL RECORDS OF SAID COUNTY, AND RUN THENCE SOUTH 85°11'46" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 479.00 FEET TO AN 8"X8" CONCRETE RIGHT-OF-WAY MONUMENT AT A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID NORTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 3786.72 FEET, A CHORD DISTANCE OF 545.88 FEET, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 89°19'46" WEST TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE NORTH 86°32'14" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 506.24 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE NORTH 00°53'36" WEST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 876.67 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "CCA"; RUN THENCE NORTH 88°46' 12"EAST, A DISTANCE OF 693.32 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" ; RUN THENCE SOUTH 01°13'48" EAST, A DISTANCE OF 293.55 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE NORTH 88°46'12" EAST, A DISTANCE OF 830.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" AT THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS OF BILLY RAY TARKINGTON AND KATHY STRICKLAND TARKINGTON; RUN THENCE SOUTH 01°13'48" EAST, ALONG WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 600.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" AT THE SOUTHWEST CORNER OF LAST MENTIONED LANDS AND THE POINT OF BEGINNING.

DIXON FARMS B (SOUTH)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING PORTIONS OF SECTION 27 AND SECTION 34, TOWNSHIP 2 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A REPLAT OF A PORTION OF JACKSONVILLE PARK UNIT "C", RECORDED IN PLAT BOOK 2, PAGE 6 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 4"X4" CONCRETE MONUMENT, "STAMPED LB 7486", LOCATED ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. C-108 (A 66 FOOT RIGHT-OF-WAY) AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF BILLY RAY TARKINGTON AND KATHY STRICKLAND TARKINGTON AS

DESCRIBED IN DEED RECORDED IN BOOK 1765, PAGE 1173, OFFICIAL RECORDS OF SAID COUNTY, AND RUN THENCE SOUTH 85°11'46" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 479.00 FEET TO AN 8"X8" CONCRETE RIGHT-OF-WAY MONUMENT AT A POINT OF CURVATURE IN SAID NORTHERLY RIGHT-OF-WAY; RUN THENCE SOUTH 04°48'18" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 66.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" AT A POINT OF TANGENCY OF A CURVE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. C- 108 AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 85°11'46" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1401.69 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE SOUTH 01°13'48" EAST, DEPARTING SAID SOUTHERLY RIGHT-OF- WAY LINE, A DISTANCE OF 1256.57 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE SOUTH 88°46'12" WEST, A DISTANCE OF 800.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE NORTH 01°13'48" WEST, A DISTANCE OF 500.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE SOUTH 88°46' 12" WEST, A DISTANCE OF 1640.00 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486"; RUN THENCE NORTH 00°51'18" WEST, A DISTANCE OF 712.37 FEET TO A POINT IN THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-108; RUN THENCE SOUTH 86°32'14" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 482.62 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" AT A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 3852.72 FEET, A CHORD DISTANCE OF 555.39 FEET, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 89°19'46" EAST TO A 4"X4" CONCRETE MONUMENT STAMPED "LB 7486" AT THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

EXHIBIT B
Copy of Recorded Plat

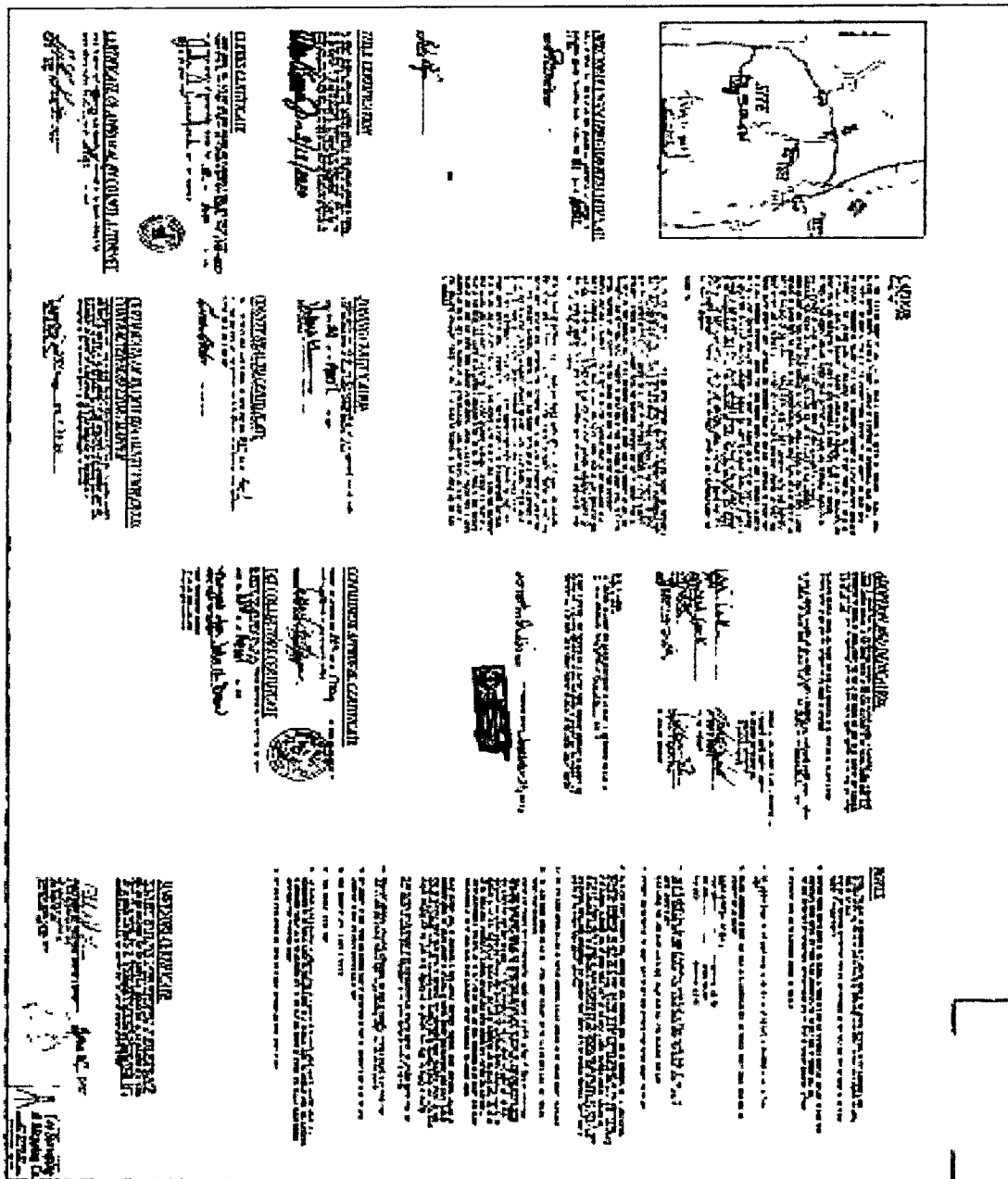


EXHIBIT C Fencing Specifications

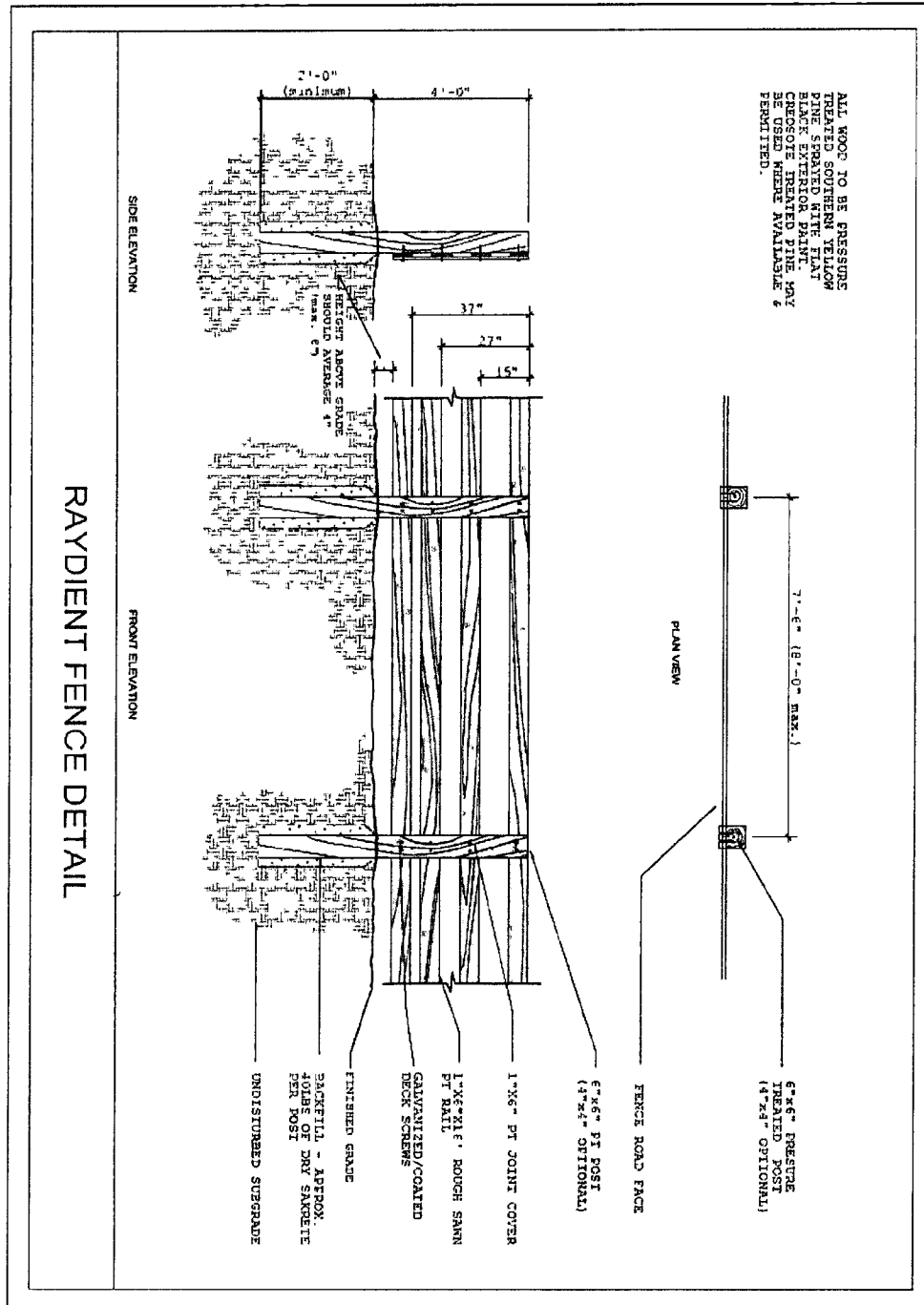


EXHIBIT D1
Lot 5 Sign Easement

LOT 5 SIGN EASEMENT:

A PORTION OF LOT 5, DIXON FARMS, ACCORDING TO MAP THEREOF RECORDED IN BOOK 2368, PAGES 1799-1800 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE SOUTH 86°32'14" EAST, ALONG THE NORTH LINE OF SAID LOT, 50.00 FEET; THENCE SOUTH 46°18'14" WEST, 68.00 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00°51'18" WEST, ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE EASEMENT THUS DESCRIBED CONTAINS 1246 SQUARE FEET, MORE OR LESS.

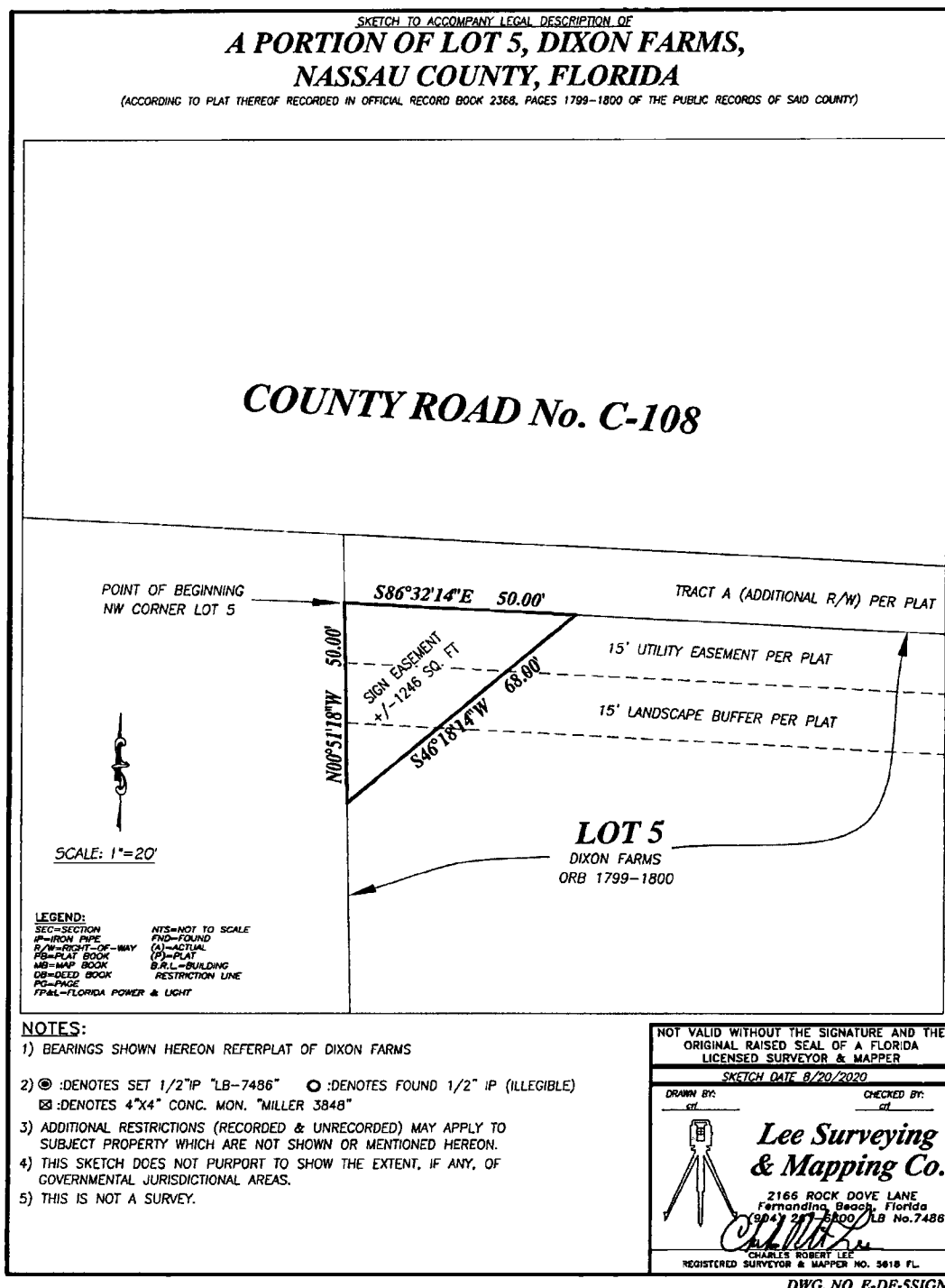


EXHIBIT D2
Lot 11 Sign Easement

LOT 11 SIGN EASEMENT:

A PORTION OF LOT 11, DIXON FARMS, ACCORDING TO MAP THEREOF RECORDED IN BOOK 2368, PAGES 1799-1800 OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 01°13'48" EAST, ALONG THE EAST LINE OF SAID LOT, 50.00 FEET; THENCE NORTH 48°01'01" WEST, 68.47 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 85°11'46" EAST, ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE EASEMENT THUS DESCRIBED CONTAINS 1247 SQUARE FEET, MORE OR LESS.

