Inst. Number: 202345024291 Book: 2659 Page: 1961 Page 1 of 26 Date: 8/10/2023 Time: 9:55 AM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

PREPARED BY AND RETURN TO: JAIME NORTHRUP, ESQ. RAYONIER INC. 1 RAYONIER WAY WILDLIGHT, FLORIDA 32097

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY FARMS

THIS DECLARATION is made this Aday of August, 2023 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").

RECITALS:

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 community, known as "Bay Farms", consisting of eleven (11) lots, which are approximately 9.6 acres to 10.6 acres in size, as generally shown on **Exhibit B** attached hereto and made a part hereof. Each lot shall be used for either recreational, single family residential, and/or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION other than as referenced in the legal description;

WHEREAS, the DECLARANT desires to provide for the protection 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; and

WHEREAS, all present and future OWNERS, tenants and occupants of TRACTS, shall be subject to and shall comply with the provisions of this Declaration, as may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any TRACT, shall constitute an adoption and ratification of the provisions of this Declaration, as they may be amended from time to time.

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, and shall inure to the benefit of each Owner thereof.

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ARTICLE I – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

- 2.1. "AGRICULTURAL USE" shall mean the cultivation of food crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.
- 2.2. "ALLOWABLE COMMERCIAL USE" shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work. No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the TRACT or causes increases in traffic or transient guests, shall be carried on upon any TRACT, except that real estate brokers, Owners and their agents may show properties for sale or lease.
- 2.3. "<u>IMPROVEMENTS</u>" shall mean all man-made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.
- 2.4. "MOBILE HOME" shall mean manufactured home, mobile home, modular home, or house trailer.
- 2.5. "OWNER" or "OWNERS" shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or legal entity holding title; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.
- 2.6. "PROPERTY" shall mean the approximate 112 acres of land situate in Nassau County, Florida and as is more particularly described on **Exhibit A** and is depicted on **Exhibit B**, both attached hereto and which has been designated and named herein as "Bay Farms".
- 2.7. "<u>RECREATIONAL USE</u>" shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.
- 2.8. "<u>RESIDENTIAL USE</u>" shall mean use of the PROPERTY as living quarters for one household only. For avoidance of doubt, Residential Use does not include multi-family occupancy or institutional property.

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2.9. "TRACT" or "TRACTS" shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** and/or **Exhibit B** attached hereto.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY by and through a common scheme of development. Any word or term used in this DECLARATION that is not defined in Article II shall have the meaning as defined in the local development or zoning codes and ordinances. If not defined in this DECLARATION or in local development or zoning codes, the ordinarily accepted meaning will apply.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

- 4.1. <u>Permitted Use</u>: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses. ALLOWABLE COMMERCIAL USE as defined in Article II of this DECLARATION shall also be permitted upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.
- 4.2. <u>Mobile Homes:</u> No MOBILE HOMES may be placed on any TRACT.
- 4.3. <u>Single Family Residences</u>: Single family residences shall have a minimum of 1400 square feet exclusive of carports, porches and garages. Construction of the residence shall be completed within one (1) year of the date of issuance of the local government building permit.
- 4.4. <u>Temporary Improvements for Residential Purposes</u>: Temporary IMPROVEMENTS for residential purposes shall be allowed only during a period of active construction of a permanent residential structure on a TRACT, and shall not exist on the site for longer than twelve (12) total months.
- 4.5. <u>Setbacks</u>: The minimum setback of any structure, including, but not limited to, houses, barns, sheds, etc. constructed on any TRACT shall be one hundred feet (100') from the front, twenty-five feet (25') from the rear, and twenty-five feet (25') from the side lines of a TRACT or as stated in the applicable zoning regulations of Nassau County, Florida, should such minimum setbacks established by the County be more restrictive than those stated herein.
- 4.6. <u>Maintenance Standards</u>: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects

with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished. Each TRACT shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard.

- 4.7. <u>Fencing</u>: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.
- 4.8. <u>Waste Storage and Removal</u>: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers screened from public view and in accordance with any applicable ordinances and land use regulations of Nassau County, Florida. Rubbish and trash shall not be permitted to accumulate and may not be disposed of on the PROPERTY by burning or burial.
- 4.9. <u>Nuisance Prohibition</u>: No activities generating noxious or offensive noise or odors may be conducted on any TRACT, no improper, offensive, or unlawful activity shall be conducted on any TRACT, nor shall any activity be conducted thereon which shall become a nuisance, or cause unreasonable embarrassment, or constitute a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.
- 4.10 <u>Mining Prohibited</u>: No commercial borrow pits or mining of any kind shall be allowed on the Property.
- 4.11 <u>Towers</u>: No commercial cellular towers, other communication towers, or other towers above forty (40) feet high shall be allowed on the Property.
- 4.12 <u>Billboards Prohibited; Community Sign</u>: No billboards shall be allowed on the Property. The DECLARANT has installed or will install a community sign on Raydient Rural Lot 1 and hereby reserves to itself an easement for the sign, and access easement for ingress and egress to and from the sign ("Sign Easement"), as described and depicted on **Exhibit B** attached hereto and made a part hereof. 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 sign 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 Easement shall run with title to Raydient Rural Lot 1.

ARTICLE V – NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be:

- (a) in writing, and
- (b) deemed to have been provided

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- (i) on the second business day after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, or
- (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or
- (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

The notice address of the DECLARANT shall be:

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

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 <u>Enforcement:</u> Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. DECLARANT and/or any OWNER may enforce these COVENANTS against any other OWNER in violation in a court of competent jurisdiction located in Nassau County, Florida, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

DECLARANT specifically retains the right, but not the obligation, at its sole discretion, to enforce the terms and conditions and provisions of this DECLARATION FOR fifteen (15 years) following the conveyance of the last TRACT owned by DECLARANT to an OWNER.

- 6.2 <u>Recovery</u>: If any OWNER or if DECLARANT seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.
- 6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

- 6.4 <u>Invalidation</u>: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.
- 6.5 Term: The covenants and restrictions of this Declaration shall be in full force and effect and shall run with and bind the land, and shall inure to the benefit of and be enforceable by DECLARANT, or the Owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records of Nassau County, Florida, and after the first conveyance from DECLARANT of a TRACK to an OWNER. Thereafter, these covenants and restrictions shall be automatically extended for successive terms, unless otherwise extinguished as provided by Chapter 712 of the *Florida Statutes* or UNLESS an instrument which terminates these COVENANTS is signed by OWNERS of more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Nassau County, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 <u>Amendment</u>:

- 6.6.1 <u>Amendment by DECLARANT</u>: The DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to take the following actions without vote or consent of the OWNERS:
 - (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; and
 - (b) amend this DECLARATION in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and
 - (c) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION; and
 - (d) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any TRACT which do not lower the standards of the covenants and restrictions herein contained; and
 - (e) release any TRACT 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.
- 6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any TRACT in the PROPERTY, this DECLARATION may be amended, modified or changed only if an instrument is signed by OWNERS that own more than three-quarters (3/4) of the TRACTS in the PROPERTY, provided to DECLARANT for review, and subsequently recorded in the official records of Nassau County, Florida. The instrument may not be recorded until approval from DECLARANT to do so is obtained in writing. For avoidance

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of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

- 6.7 <u>Binding Effect</u>: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.
- 6.8 <u>Tax Sale</u>: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.
- 6.9 <u>Right to Subdivide</u>: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.
- 6.10 <u>Annexations/Additions:</u> In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional land contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration that is recorded in the public records of Nassau County, Florida.

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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	DECLARANT:
in our presence as witnesses:	Raydient LLC dba Raydient Places + Properties
	LLC, a Delaware limited liability company
Printed Name: Crystal L. Cook Printed Name: Landy K. Rose	By: Jaime Vorthreep Jaime Northreep Its: Via President
STATE OF FLORIDA COUNTY OF NASSAU	
The foregoing instrument was asknowle	dood hafara ma this 9+blay of A. la L
2023 by Tarasa Mac(4 cas a section)	dged before me this 9th day of August, ce President of Raydient LLC dba
Raydient Places + Properties II C a Delaware 1	imited liability company, on behalf of the company,
who is personally known to me.	innext hability company, on behalf of the company,
A	
Chrystel CA	SEAL
Notary Public	
	Francisco Contractor Contractor
Name: Chrystal C. Dietz	CHRYSTAL C. DIETZ
My Commission Expires: 9-29-23	MY COMMISSION # GG 340082
	EXPIRES: September 29, 2023 Bonded Thru Metary Public Underwriters

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Exhibit A – Description of the Property

RAYDIENT RURAL LOT 1.

BEING FURTHER DESCRIBED AS LOT 54, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18 "EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 3,358.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18 "EAST, ALONG SAID EAST LINE, A DISTANCE OF 331.81 FEET; THENCE SOUTH 89°24'29" WEST, ALONG THE SOUTH LINE OF SAID LOT 54, A DISTANCE OF 1,348.43 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 54, A DISTANCE OF 330.20 FEET; THENCE NORTH 89°19'49" EAST, ALONG THE NORTH LINE OF SAID LOT 54, A DISTANCE OF 1,356.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.27 ACRES MORE OR LESS.

TOGETHER WITH AN SUBJECT TO EASEMENT FOR SIGN & LANDSCAPING PURPOSES, BEING A PORTION OF LOT 54, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 54 AND RUN THENCE SOUTH 89°24'29" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 54, A DISTANCE OF 50.00 FEET; THENCE NORTH 43°58'36" EAST, A DISTANCE OF 70.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 54; THENCE SOUTH 01°27'18" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,250 SQUARE FEET), MORE OR LESS.

RAYDIENT RURAL LOT 2,

BEING FURTHER DESCRIBED AS LOT 55, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18 " EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 3,022.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18 " EAST, ALONG SAID EAST LINE, A DISTANCE OF 335.84 FEET; THENCE SOUTH 89°19'49" WEST, ALONG THE SOUTH LINE OF SAID LOT 55, A DISTANCE OF 1,356.84 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 55, A DISTANCE OF 330.20 FEET; THENCE NORTH 89°05'04" EAST, ALONG THE NORTH LINE OF SAID LOT 55, A DISTANCE OF 1,365.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.40 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 3,

BEING FURTHER DESCRIBED AS LOT 56, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18 "EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2,686.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18 "EAST, ALONG SAID EAST LINE, A DISTANCE OF 335.90 FEET; THENCE SOUTH 89°05'04" WEST, ALONG THE SOUTH LINE OF SAID LOT 56, A DISTANCE OF 1,365.21 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 56, A DISTANCE OF 330.20 FEET; THENCE NORTH 88°50'20" EAST, ALONG THE NORTH LINE OF SAID LOT 56, A DISTANCE OF 1,373.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.47 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 4,

BEING FURTHER DESCRIBED AS LOT 57, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18" EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2,350.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18" EAST, ALONG SAID EAST LINE, A

DISTANCE OF 335.81 FEET; THENCE SOUTH 88°50'20" WEST, ALONG THE SOUTH LINE OF SAID LOT 57, A DISTANCE OF 1,373.61 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 57, A DISTANCE OF 330.20 FEET; THENCE NORTH 88°36'01" EAST, ALONG THE NORTH LINE OF SAID LOT 57, A DISTANCE OF 1,382.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.53 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 5.

BEING FURTHER DESCRIBED AS LOT 58, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18 " EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2,015.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18 " EAST, ALONG SAID EAST LINE, A DISTANCE OF 335.81 FEET; THENCE SOUTH 88°36'01" WEST, ALONG THE SOUTH LINE OF SAID LOT 58, A DISTANCE OF 1,382.02 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 58, A DISTANCE OF 330.20 FEET; THENCE NORTH 88°21'52" EAST, ALONG THE NORTH LINE OF SAID LOT 58, A DISTANCE OF 1,390.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.60 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 6.

BEING FURTHER DESCRIBED AS LOT 59, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 6, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°27'18 " EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,679.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18 " EAST, ALONG SAID EAST LINE, A DISTANCE OF 335.84 FEET; THENCE SOUTH 88°21'52" WEST, ALONG THE SOUTH LINE OF SAID LOT 59, A DISTANCE OF 1,390.47 FEET; THENCE NORTH 02°55'08" WEST, ALONG THE WESTERLY LINE OF SAID LOT 59, A DISTANCE OF

330.20 FEET; THENCE NORTH 88°07'49" EAST, ALONG THE NORTH LINE OF SAID LOT 59, A DISTANCE OF 1,398.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.66 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 7,

BEING FURTHER DESCRIBED AS LOT 2, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 5, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 50 FEET OF SAID LOT 2. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°27′18″ EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 331.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27′18″ EAST, ALONG SAID WEST LINE, A DISTANCE OF 337.45 FEET; THENCE NORTH 88°35′39″ EAST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1,253.69 FEET; THENCE NORTH 00°56′46″ WEST, ALONG A LINE PARALLEL TO AND 50-FEET WEST OF THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 331.55 FEET; THENCE SOUTH 88°51′48″ WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 1,256.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.64 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 8.

BEING FURTHER DESCRIBED AS LOT 3, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 5, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 50 FEET OF SAID LOT 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°27'18" EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 668.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18" EAST, ALONG SAID WEST LINE, A DISTANCE OF 337.45 FEET; THENCE NORTH 88°19'26" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1,250.76 FEET; THENCE NORTH 00°56'46" WEST, ALONG A LINE PARALLEL TO AND 50-FEET WEST OF THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 331.56 FEET; THENCE SOUTH 88°35'39" WEST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1,253.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.62 ACRES MORE OR LESS.

RAYDIENT RURAL LOT 9.

BEING FURTHER DESCRIBED AS LOT 4, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 5, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 50 FEET OF SAID LOT 4. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°27'18" EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 1,006.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18" EAST, ALONG SAID WEST LINE, A DISTANCE OF 337.45 FEET; THENCE NORTH 88°03'09" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1,247.85 FEET; THENCE NORTH 00°56'46" WEST, ALONG A LINE PARALLEL TO AND 50-FEET WEST OF THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 331.56 FEET; THENCE SOUTH 88°19'26" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 1,250.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.59 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 30-FOOT EASEMENT FOR INGRESS, EGRESS & UTILITIES ALONG THE SOUTHERLY LINE OF ABOVE DESCRIBED PROPERTY.

RAYDIENT RURAL LOT 10,

BEING FURTHER DESCRIBED AS LOT 7, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 5, TOWNSHIP

3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°27'18" EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 2,015.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27'18" EAST, ALONG SAID WEST LINE, A DISTANCE OF 335.81 FEET; THENCE NORTH 88°57'49" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 1,308.95 FEET; THENCE NORTH 02°04'26" WEST, ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 342.76 FEET; THENCE SOUTH 88°39'39" WEST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 1,305.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.18 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 30-FOOT EASEMENT FOR INGRESS, EGRESS & UTILITIES ALONG THE NORTHERLY AND EASTERLY LINES OF ABOVE DESCRIBED PROPERTY.

RAYDIENT RURAL LOT 11,

BEING FURTHER DESCRIBED AS LOT 8, CORNWALL FARM LAND COMPANY'S PLAT OF "NORTH FLORIDA PECAN, FRUIT AND TRUCK FARMS", SECTION 5, TOWNSHIP

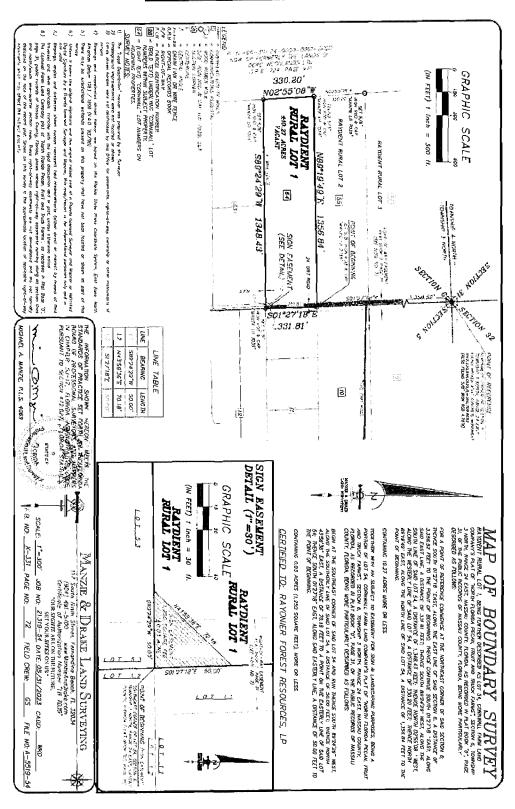
3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK "0", PAGE 31, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

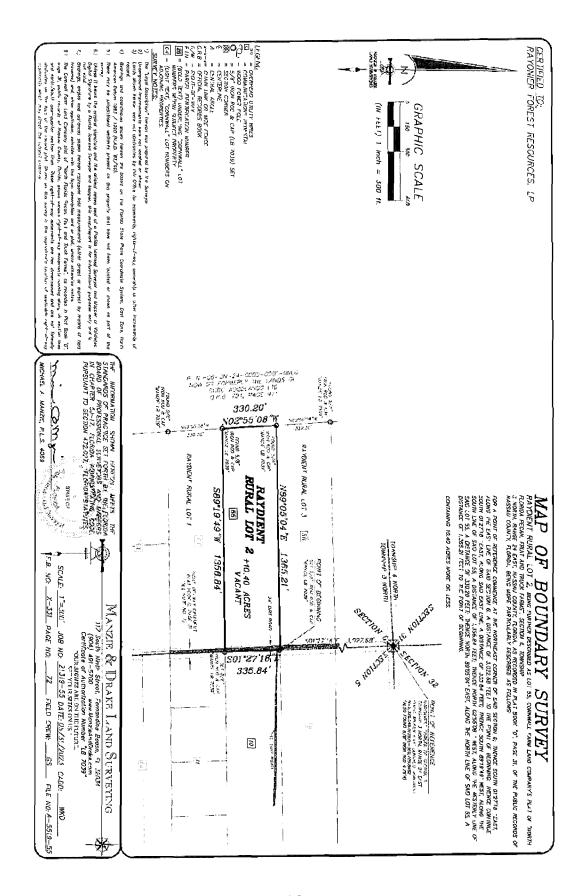
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 01°27′18 " EAST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 2,350.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°27′18 " EAST, ALONG SAID WEST LINE, A DISTANCE OF 335.81 FEET; THENCE NORTH 89°15′54" EAST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1,312.72 FEET; THENCE NORTH 02°04′26 " WEST, ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 342.76 FEET; THENCE SOUTH 88°57′49 " WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,308.95 FEET TO THE POINT OF BEGINNING.

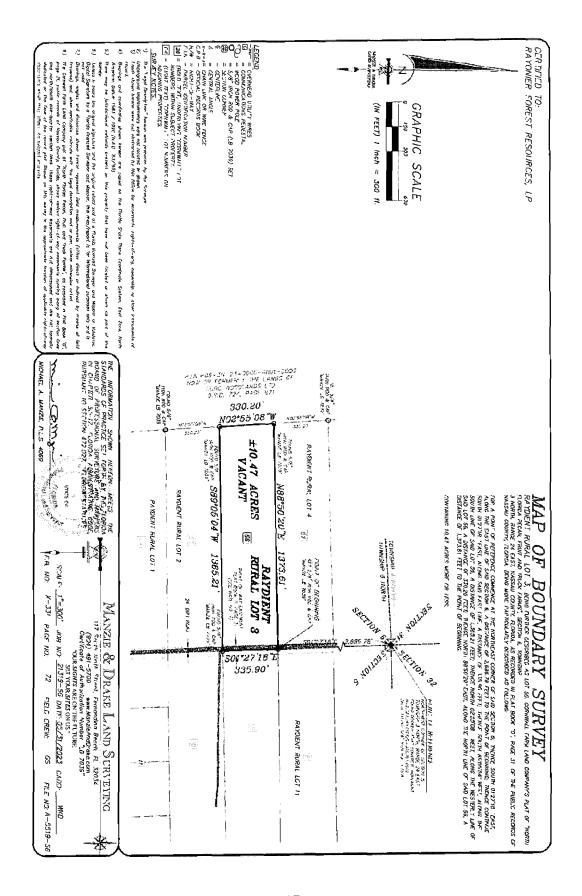
CONTAINING 10.21 ACRES MORE OR LESS.

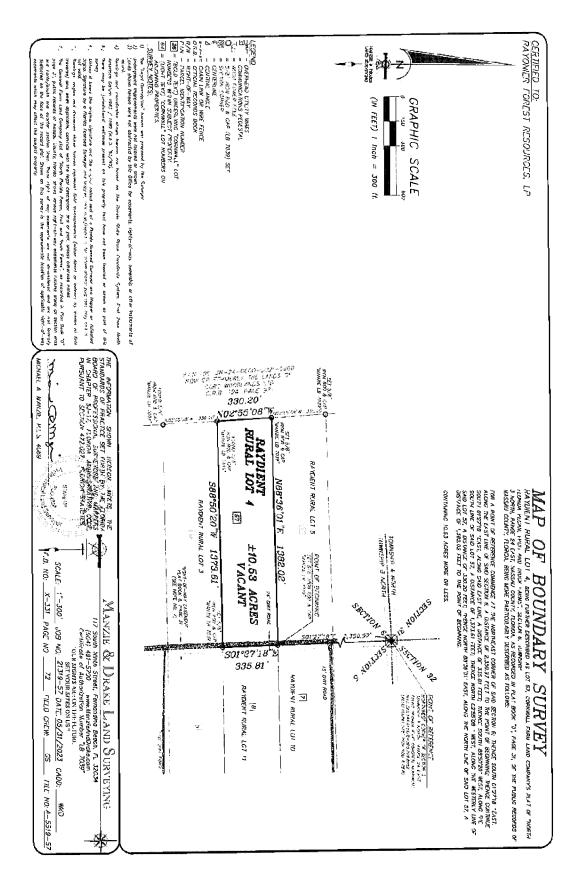
TOGETHER WITH AND SUBJECT TO A 30-FOOT EASEMENT FOR INGRESS, EGRESS & UTILITIES ALONG THE EASTERLY LINE OF ABOVE DESCRIBED PROPERTY.

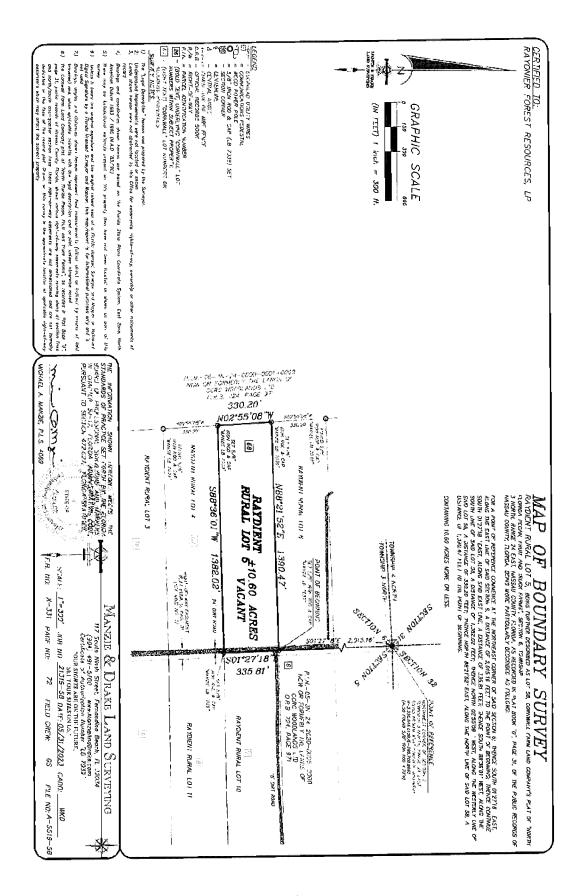
Exhibit B - Survey of the Property

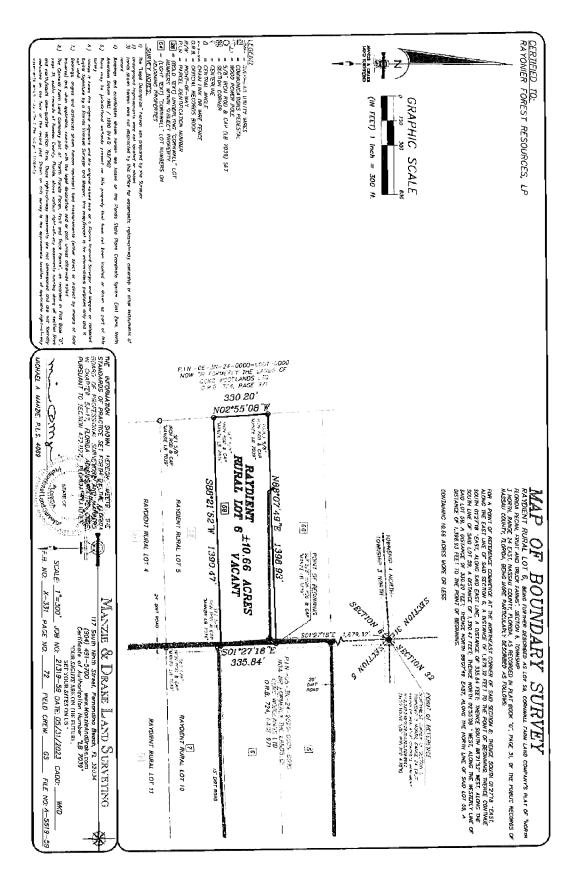


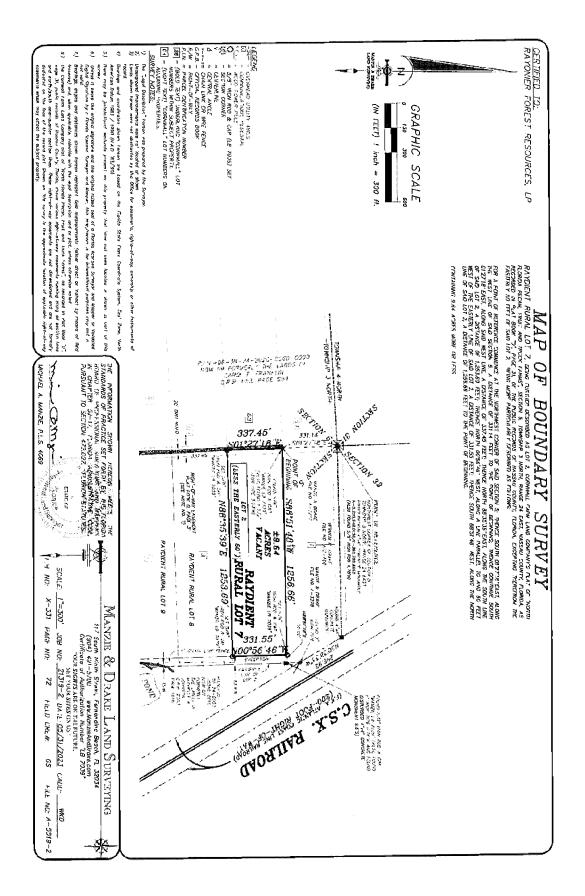


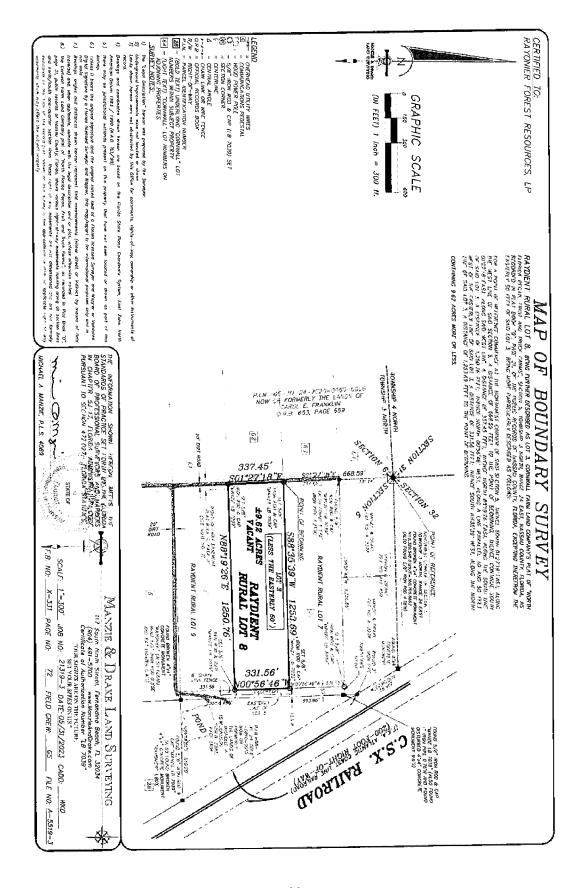


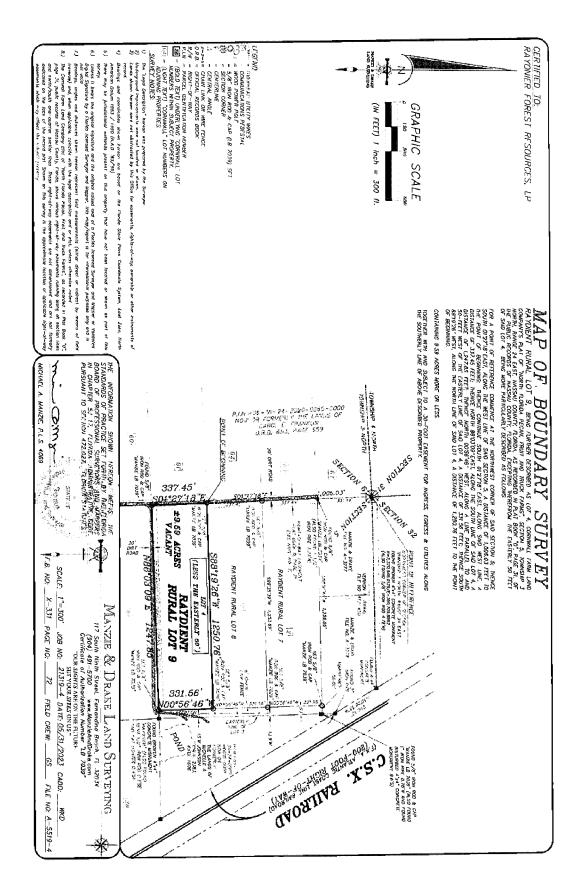


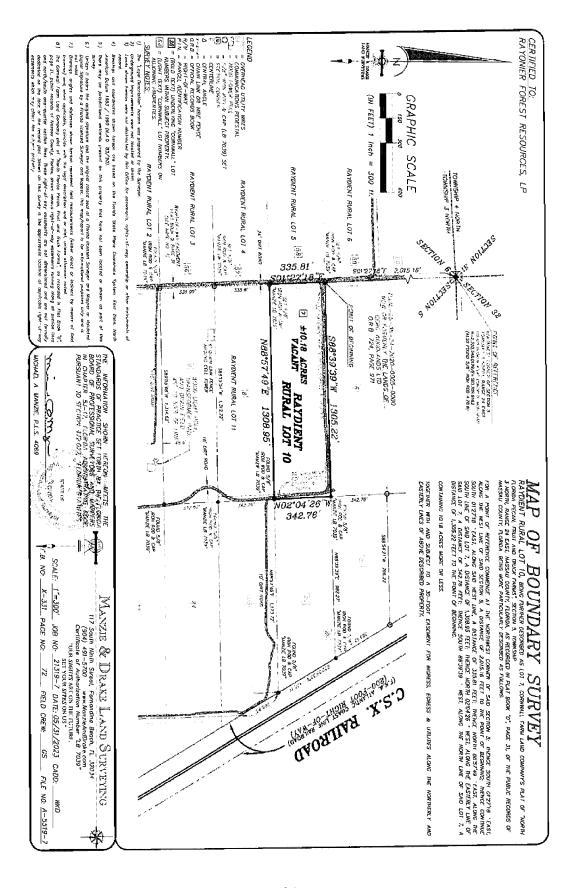












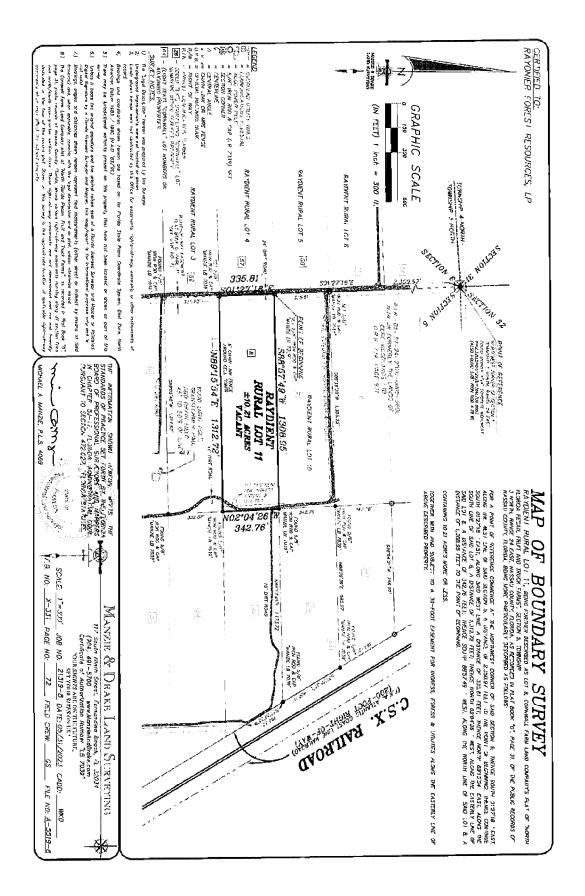


Exhibit C - Fence Specifications

