



Prepared by, record and return to:  
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**DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND**

**THIS DECLARATION OF EASEMENTS WITH COVENANTS AFFECTING LAND** (“**Agreement**”) is made, executed and delivered this 20 day of May, 2016, by **SECOND NINE PARTNERS, LLC, a Florida limited liability company** (hereinafter “**SECOND NINE**” or “**Developer**”).

**WITNESSETH:**

**WHEREAS**, **SECOND NINE** is the owner of certain real property located in Marion County, Florida, more particularly described in **Exhibit “A-1”** (hereinafter the “**SECOND NINE Parcel**”); and

**WHEREAS**, contemporaneously herewith, **SECOND NINE**, is re-platting a portion of the **SECOND NINE Parcel** located in Marion County, Florida more particularly described in **Exhibit “A-2”** to contain common area roadway, stormwater piping, and utilities (hereinafter the “**Access Easement**”), and Six (6) outparcels (hereinafter the “**Outparcels**” or “**Lots**”) as well as an off-site drainage retention area (hereinafter the “**DRA Parcel**”), (the **DRA Parcel** being depicted on **Exhibit “B-1”**, the **Access Easement**, **Storm Pipe Easement**, **Cross Easement** and the **Lots** being depicted on **Exhibit “B-2”** and hereinafter cumulatively referred to as “**Project**”); and

**WHEREAS**, on or about the date hereof **SECOND NINE** intends to plat on the public records of Marion County, Florida the **Project**, and in furtherance of the development of the **Project** in a harmonious manner, **SECOND NINE** desires to subject the **Project** to certain easements, covenants and restrictions hereinafter set forth, in addition to those currently of record;

**NOW, THEREFORE**, in consideration of and in furtherance of the foregoing recitals, **SECOND NINE** hereby declares and establishes as follows:

- 1) **INCORPORATION OF RECITALS**. The above recitals are true and correct and are incorporated herein for all purposes.
- 2) **DEFINITIONS**. For the purposes of this Agreement the following terms shall have the following definitions:
  - i) “**Agreement**” shall mean and refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

- ii) **“Association”** shall mean the Property Owners Association set forth in Section 6 hereinbelow.
- iii) **“Building”** shall mean and refer to any structure constructed upon any portion of any Outparcel commonly known as a “building” which is to be used for a commercial purpose.
- iv) **“Access Easement”** shall mean and refer to that portion of the Project as more particularly set forth in Section 3 hereof with the proposed improvements being described and depicted on **Exhibit “B-2”**, including the Cross Easement located on Lot E. Portions of the Access Easement contain swales and ditches which are utilized, and may continue to be utilized, as drainage and storm water detention areas.
- v) **“DRA Easement Area”** shall refer to that certain portion of the SECOND NINE Parcel, described and depicted on **Exhibit “B-1”** as DRA, to be used as a storm water detention pond.
- vi) **“Roadway Improvements”** shall mean and refer to any roadway or related improvements constructed or to be constructed in the Access Easement, including without limitation, roadways or other paved improvements, curbing, sidewalks, intermodal pathways, or landscaping (including irrigation), and any and utilities of every kind and nature, as well as swales and ditches used as drainage and storm water detention areas. The term “Roadway Improvements” is not intended to limit the use granted herein to ingress and egress only. Current and intended Roadway Improvements are described and depicted on **Exhibit “B-2”**.
- vii) **“Improvements”** shall mean and refer to any improvements or facilities constructed in accordance with this Agreement including, without limitation, the Roadway Improvements.
- viii) **“Owner”** shall mean and refer to the record title owner of any Outparcel, as applicable.
- ix) **“Outparcel” or “Outparcels”** shall mean and refer, as applicable, to Outparcels located within the Project.
- x) **“Party” or “Parties”** (whether or not capitalized) shall mean and refer, as applicable, to the Owner of an Outparcel, or all of them, and shall mean their respective successors and assigns who become owners of any portion of any of the Outparcels.
- xi) **“Plans and Specifications”** shall mean and refer to those plans and specifications to be prepared by the Project Engineer, said Plans and Specifications providing for construction of any Improvements contemplated hereby.
- xii) **“Project Engineer”** shall mean and refer initially to Tillman & Associates Engineering. The parties may mutually designate another engineering firm licensed to provide engineering services in Marion County, Florida, as the Project Engineer. In the event that Tillman & Associates Engineering discontinues the practice of engineering in Marion County, Florida and the Owners are unable to agree to a successor as “Project Engineer”, they agree that they shall each designate a civil engineer licensed to practice engineering in Marion County, Florida and the engineers so chosen shall designate another civil engineer, licensed to practice engineering in Marion County, Florida, who then shall be deemed the Project Engineer.

xiii) "*Storm Pipe Easement Area*" shall mean that portion of the Project, described and depicted on Exhibit "B-2", to be used to convey storm water underground from the Outparcels to the DRA Easement Area.

3) **ACCESS EASEMENTS.**

a) **Grant of Access Easement.** SECOND NINE, as the current Owner of the Project, does hereby declare, grant and convey unto the Owners from time to time (and their respective tenants, contractors, employees, agents and other invitees) of each of the Outparcels for the benefit thereof and as an appurtenance thereto, a non-exclusive perpetual easement for all utilities of every kind and nature, and for drainage and for ingress and egress of pedestrian and passenger, service and delivery vehicles over and across the Access Easement, and for access to and from such Outparcels to the public rights-of-way known as U.S. Highway 27.

b) **Construction of Improvements and Maintenance of Access Easement.** The construction of improvements to and maintenance of the Access Easement shall be subject to the following terms and provisions:

i) **Initial Construction.**

(1) SECOND NINE, at its sole cost and expense, shall be permitted to construct such Roadway Improvements within the Access Easement as SECOND NINE reasonably deems necessary. Any work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 5.

(2) SECOND NINE hereby grants to the Owners a temporary easement over the Access Easement and over such portions of the Outparcels lying within ten feet (10') of the Access Easement, for construction of the Roadway Improvements. This Temporary Construction Easement shall commence upon recording of this Agreement and shall terminate upon the completion of the Roadway Improvements or December 31, 2016, whichever shall occur first. Upon Completion of the Roadway Improvements each Party agrees to, at the request of another Party, execute in recordable form a termination of the Temporary Construction Easement; provided, however, the failure to execute or record same shall not affect the automatic termination of this Temporary Construction Easement.

ii) **Establishment of Rules Relating to Use.** All use of the Access Easement shall be in accordance with all reasonable rules or traffic instructions (i.e., directional arrows, stop signs, restricted gates, guard and security entries, etc.) established for or posted in the Access Easement by SECOND NINE.

iii) **Maintenance of Roadway Improvements.**

(1) The parties acknowledge that the Association shall be solely responsible for the maintenance, repair and replacement of the Roadway Improvements after construction of the same. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the Roadway Improvements in a reasonably good and usable condition, and each Owner of an Outparcel shall pay its pro-rata share of the cost and expense of the maintenance of the Roadway Improvements. The Association (or any other Owner of a Outparcel,

should they pay another Owner's prorata share) shall be entitled to reimbursement on a prorata basis (based upon the square footage of the Outparcels) for the cost and expense of future maintenance, repair and replacement (the "Shared Roadway Maintenance Expenses") from the then existing Owner of the other Outparcels, subject to the limitations and prorata basis herein expressed. The Association shall provide to the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's prorata share of any such Shared Roadway Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their prorata share. In the event of any dispute as to the reasonableness of the Shared Roadway Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared Roadway Maintenance Expenses within thirty (30) days after receipt of an invoice for the same, any Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due, with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien until paid, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure against the Owner of any Outparcel.

- (2) The Parties grant to one another a perpetual easement over any portion of the Access Easement for the purpose of maintenance, repair and replacement of the Roadway Improvements as contemplated by Section 3(b)(iii)(1) above. The right of each Owner to enter upon another's Outparcel for such work is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the Access Easement. Any such work shall be performed in accordance with Section 7.

iv) **Dedication as Public Road.** The Association reserves the sole and absolute right to dedicate any or all of the Access Easement encumbered by this Agreement, including, but not limited to, all areas contained within the Access Easement, as a public road at any time hereafter. Upon dedication and acceptance by the appropriate governmental authority as a public road, all obligations of maintenance hereunder shall cease as to the area of the Access Easement so dedicated.

4) **DRAINAGE EASEMENT AND MAINTENANCE OBLIGATIONS - DETENTION POND AREA.**

i) **Drainage Easement.** SECOND NINE, as the current owner of the Project, does hereby declare, grant and convey unto the Owners of the other Outparcels, for their use as the Owners of such other Outparcels, and their successors and assigns, a perpetual non-exclusive easement (limited as set forth below) for the drainage and discharge of surface storm water runoff from such other Outparcels onto or through the DRA Easement Area, and further to drain surface storm water runoff from the Project under the surface of (through adequate pipes) the Storm Pipe Easement Area to the DRA Easement Area. Any storm water facilities constructed in the Storm Pipe Easement Area shall be done at such Owner's sole cost and expense and in compliance with Section 6 below, and any on-going maintenance thereof shall be the sole responsibility of the Association.

- ii) **Capacity Allocation.** The Owners of each Outparcel shall be entitled to use their pro-rata share (based upon the square footage of the real estate owned by them as compared to the total square footage of all real estate in all Outparcels) of as much available surface storm water runoff detention capacity in the DRA Easement Area as they deem necessary or desirable for the purposes set forth herein up to an aggregate maximum of Eighty percent (80%) of the impervious surface area on any Outparcel.

If the owner of any Outparcel desires to obtain additional water detention capacity within the DRA Easement Area, and can obtain, at its expense, all necessary governmental permits, such Party shall be entitled to the additional cubic feet of detention capacity added to the DRA Easement Area to be obtained provided that such Party completes any modifications or amendments to the DRA Easement Area at that Party's sole cost and expense. In the event a Party elects to procure additional water detention capacity under the provisions of this subsection, the Party shall provide all other Parties written notification of (i) its intent to procure additional capacity; and (ii) copies of all permit applications and correspondence with any permitting agency; and (iii) copies of any notice of intent issued by a governmental agency with respect to modification of the storm water permit; (iv) copies of any permits issued and (v) shall construct the necessary improvements to provide the additional water detention capacity in accordance with Section 5 below. Any Party to this Agreement shall have the right, if the requested additional water detention capacity is considered to be detrimental to that Party's Outparcel (or any portion thereof), to contest the issuance of any such modification to the initial storm water permit.

- iii) **Maintenance Obligations of DRA Easement.** The parties acknowledge that in addition to the use for drainage from the Project, the DRA Easement Area may be also be used for drainage and water detention from the SECOND NINE Parcel in the future as the result of the development of vacant portions of the SECOND NINE Parcel. The cost of improving or adding additional water detention capacity to the DRA Easement Area shall be borne solely by the Party which requires the improvement or addition.

The parties acknowledge that the Association shall solely be responsible for the maintenance, repair and replacement of the DRA Easement Area. The parties also acknowledge that SECOND NINE intends to convey portions of the Project to third parties subject to this Agreement. The Association shall maintain the DRA Easement Area in a reasonably good and usable condition. The Association shall be entitled to reimbursement on a pro-rata basis (based upon the percentage of cubic feet of use of the total detention capacity of the DRA Easement Area for storm water discharge and water detention by any Outparcel) for the cost and expense of future maintenance, repair and replacement (the "Shared DRA Maintenance Expenses") from the then existing Owner of any Outparcel, subject to the limitations and pro-rata basis herein expressed. The Association shall provide the Owner or Owners of an Outparcel on a regular basis, but no more frequently than quarterly, with an invoice for that Owner's pro-rata share of any such Shared DRA Maintenance Expenses incurred and paid by the Association, including reasonable proof of payment. Upon receipt of the same, the then existing Owner of any Outparcel at the time of generation of such invoice shall, within thirty (30) days after receipt, pay to the Association their pro-rata share. In the event of any dispute as to the reasonableness of the Shared DRA Maintenance Expenses or whether maintenance, repair or replacement is necessary, the resolution of the Project Engineer shall be dispositive. Should any Owner fail to pay such reasonable Shared DRA Maintenance Expenses within thirty (30) days after receipt of an invoice for the same from The Association, the Association may file a lien setting forth the amounts owed in the Public Records of Marion County, Florida, against the Outparcel of the defaulting Owner from whom reimbursement is due,

with said sum accruing interest at the rate of eighteen percent (18%) from the date of recording said lien, and to enforce the same in any manner permitted by law, including, without limitation, by judicial foreclosure. The Parties grant to one another a perpetual easement over any portion of the DRA Easement Area for the purpose of maintenance, repair and replacement of the DRA Easement Area as contemplated by this Section 4(iii) above. The right of each Owner to enter upon the other Outparcel is conditioned upon the requirement that any such work performed shall be done in such a fashion to reasonably minimize the impact upon the use of the DRA Easement Area.

5) **RESTRICTIVE COVENANTS.**

No building shall be erected, altered, placed, or permitted to remain on any Outparcel other than in accordance with all governmental rules, regulations and permits, and construction shall be subject to any and all City, County or State zoning ordinances, laws, or regulations.

Setbacks. All structures shall be subject to applicable codes.

Quality. The Developer shall have final approval of all building plans and exterior building materials, including fencing, site plan, and landscaping. Any Owner desiring to construct any improvement on any Outparcel must first obtain Developer's written consent to final plans and specifications. Exposed struck joint eight inch concrete block shall not be permitted on the exterior of any structure except on the side or rear not facing a street. The Developer shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as block, four inch block, stone, brick, wood and stucco. A building that has a side which faces a street shall have the same material on the exposed side as is used on the front.

Driveways. All driveways which connect to the shared driveway located in the Common Area, said shared driveway being maintained by the Association, must be constructed in the following manner, as may be reasonably determined by the Association:

- A. All Outparcels shall have a paved driveway of stable and permanent construction.
- B. That portion of any driveway which is constructed in the Common Area must be paved with reinforced concrete or heavy duty asphalt a minimum of six (6) inches in thickness, and must conform to all Marion County Road Department specifications.
- C. If any portion of any shared driveway maintained by the Association is damaged due to the construction of any building or driveway entrance, the owner of the building under construction shall repair any damage to the shared driveway.

Fences, Walls and Screening. No chain link or metal fences shall be allowed. The "finished" side of any heavy duty PVC, wood or masonry fence or wall improved or constructed shall face the outside of the Outparcel, so as to be visible as viewed from the property surrounding the Outparcel upon which same is constructed. No fences or walls shall be constructed to exceed six (6) feet in height nor shall any fencing encroach into any shared driveway area.

Utility Connections. All connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the building in such manner to be acceptable to the governing utility authority.

All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed within a structure or otherwise screened from view from any street within the Outparcel.

Equipment. No stationary wire, clothes lines, or clothes racks are allowed. Any satellite dishes or antennas shall be mounted on the roof or eave of any building and may not exceed twenty inches (20") in diameter and/or height and must not be directly visible from the street. Composter or similar objects or equipment shall not be placed, erected or permitted to remain on any Outparcel.

Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Outparcel at any time either temporarily or permanently, except for construction and storage trailers during active construction.

Garbage and Trash Disposal. No Outparcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure and/or screened from any street within the Property.

Cars, Boats and Other Vehicles and Repair. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Outparcel for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

Trees. No trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the prior written approval of the Developer, unless located within ten (10) feet of the main building.

Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be approved by the Developer with the cost being paid by the Outparcel owner, and shall be located at locations permitted or required by relevant postal authorities.

Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

Window Air Conditioning Units. No window air conditioning units shall be permitted.

Nuisances. It shall be the responsibility of each Outparcel owner to prevent the development or existence of any unclean, unsightly or unkept condition of any improvements or grounds of their Outparcel which would tend to substantially decrease the beauty of the Property as a whole or a specific area thereof.

In order to implement an attractive overall appearance, the Developer, its legal representatives and agents, successors and assigns, reserve unto themselves the right to enter any Outparcel for the purpose of removal of any trash which may have collected on such Outparcel without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to provide trash removal services, and in the event that it shall be necessary for the purpose of removing trash or otherwise policing and maintaining said property for the purpose of implementing the attractive overall appearance of the Property, the owner agrees to pay all costs therefor.

No offensive activity shall be carried on upon any Outparcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Development or any occupant therein. There shall not be maintained any plants, poultry, animals or device or thing of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the Development by the owners thereof.

Prohibited Uses. Any future development or operation of any Outparcel subject to this Declaration is hereby prohibited from the operation or conducting of any and all illegal uses within the Outparcel, in addition to the following specifically prohibited uses:

- (i) Any establishment selling or exhibiting "obscene" material (not to be defined to include adult magazines that may be sold from grocery stores, convenience stores or liquor stores).
- (ii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines or video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities, lottery or charitable gambling activities so long as such activities are incidental to the business operation being conducted by an occupant of such Outparcel.
- (iii) Any establishment selling or exhibiting drug paraphernalia.
- (iv) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, massage parlors, or similar establishments.
- (v) Any residential use of an Outparcel (i.e. bed and breakfast, single or multifamily housing, etc.).
- (vi) Any stand-alone garden or nursery, or roadside fruit and vegetable stand.
- (vii) Any swimming pool, spa or hot tub sales.
- (viii) Any novelty or souvenir shops or used merchandise stores.
- (ix) Any satellite antennae sales, equipment rental and/or leasing, assembly of electronic components, automobile cleaning and detailing, automobile repair, coin operated laundry, or major/minor household repair operations.
- (x) Any use of an Outparcel as a parking garage or parking lot, recycling collection point, public transportation terminal, or emergency shelter.
- (xi) Any tattoo or body piercing establishment.
- (xii) Any use of an Outparcel for temporary commercial amusement, or for a tourist camp or park.
- (xiii) Any church, temple, or mosque, or other place of worship.
- (xiv) Any commercial indoor or outdoor recreation facilities including but not limited to: baseball/batting, driving range, miniature golf, or pitch and putt.



- (xv) Any Full service/self service gas station or convenience store will only be permitted provided that it complies with the Foxwood Development architectural, landscape, and signage design criteria.

Grassed Areas and Yards. All Outparcels shall, upon completion of the building and prior to any person occupying the building, be fully landscaped and grassed. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Outparcel in a neat, clean, orderly and healthy condition. The lawn shall be comprised of St. Augustine or zoysia grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the Outparcel including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

Irrigation. All landscaped or grassed areas shall be serviced by an automatic in-ground irrigation systems.

Swale/Berm Maintenance. The Developer may construct a drainage swale/berm upon certain Outparcels for the purpose of managing and containing the flow of excess surface water, if any, found upon such Outparcel from time to time. Each Outparcel owner shall be responsible for the maintenance, operation and repair of the swale/berm on their Outparcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales/berms to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the SouthWest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales/berms is prohibited. No alteration of the drainage swale/berm shall be authorized and any damage to any swale/berm, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale/berm returned to its former condition as soon as possible by the owner(s) of the Outparcel(s) upon which the drainage swale/berm is located.

**6) PROPERTY OWNERS ASSOCIATION.**

There may be, subsequent to the recording of this Agreement, the establishment of a Property Owner's Association (hereinafter "Association"), subject to the terms and conditions as hereinafter described.

1. Membership. Members shall be all persons or entities who are record owners of a fee or undivided interest in any Outparcel in the Project. Each Outparcel shall be entitled to one vote. The Developer shall be entitled to four (4) votes for each Outparcel they hold title to. When more than one person holds such interest or interests in any Outparcel, the vote for such Outparcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Outparcel, except with respect to the rights of the Developer. Developer, at any time, may add additional property within the SECOND NINE Parcel to this Association in Developer's sole discretion.

2. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in Articles of Incorporation, Bylaws and this Declaration. Neither the Articles of Incorporation nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Agreement. In the event of any such inconsistency, the provisions of this Agreement shall prevail.

3. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Agreement, have the obligations, duties and functions (subject to the provisions of this Agreement), to do and perform each and every one of the following for the benefit of the owners and for the maintenance, administration and improvement of the development.

4. Assessments. The Association shall have the specific right to levy assessments on the owners of all Outparcels and to enforce payment of such assessments, all in accordance with the provisions of this Agreement. Provided, however, that neither the Developer, nor any Outparcel owned by the Developer, shall be subject to special or regular assessments.

5. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of any Outparcels in the Project and in particular for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Owners of any Outparcels situated within the Project, including, but not limited to:

A. Payment of operating expenses of the Association.

B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways.

C. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and facilities, if any.

D. Trash and rubbish removal but only when and to the extent specifically authorized by the Association.

E. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.

F. Maintenance of roads. To contract and pay for the maintenance and landscaping of all roadways or rights-of-way within the Project whether or not same have been dedicated to a governmental unit or public authority.

G. Maintenance of stormwater systems and drainage. To contract and pay for the maintenance and landscaping of all stormwater systems and drainage systems within the Project whether or not same have been dedicated to a governmental unit or public authority, to also include the right of the Association to perform all wetland mitigation and monitoring required by the South West Florida Water Management District, and all of its rules and regulations to which

the Project is subject. At all times, the Association shall keep on file all necessary permits, including, but not limited to, environmental resource permits.

H. Professional services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

I. Maintenance and repair contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose, including, but not limited to, road repairs and maintenance, from time to time located upon or within the Project.

6. Rule Making. The Association shall make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

7. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Agreement, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Agreement and the rules and regulations of the Association.

8. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Outparcel, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

A. The original assessments.

B. Annual assessments or charges.

C. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided.

The original, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge against an Outparcel and shall be a continuing lien upon the Outparcel against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Outparcel at the time when the assessment fell due.

The lien created by the above paragraph shall only be inferior and subordinate to any purchase money mortgage to the Developer or any mortgages executed in favor of an institutional lender by the Developer.

7) **CONSTRUCTION STANDARDS.** Any construction done, including, but not limited to, maintenance, repair, replacement or relocation of improvements by an Owner on a Outparcel of another Owner, including any work as contemplated by Section 3 or 4 above, or as otherwise permitted herein, shall be subject to and performed substantially in accordance with the following provisions:

a) It shall be the constructing Party's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its use and in its activities.

- b) Construction and installation of any Improvements contemplated by or permitted hereunder, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as not to unreasonably interfere with the use and maintenance of the other Party's Outparcel, or the Improvements located thereon. Following such construction the area of construction and any Improvements thereon, as well as the remainder of the non-constructing Party's Outparcel and any adjoining land disturbed or effected by the construction, shall be returned by the constructing Party, at its sole cost and expense, to substantially the same condition existing prior to said construction work unless otherwise agreed by the Parties. If the constructing Party fails to return the area of construction and any Improvements thereon to condition reasonably similar to the original condition or to some other condition otherwise agreed upon by the Parties, the non-constructing Party, after providing thirty (30) days advance written notice, shall have the right to do at the constructing Party's expense, whereupon the constructing Party shall immediately reimburse the non-constructing Party for all monies reasonably expended to do so.
- c) The constructing Party hereby agrees to indemnify and hold the non-constructing Party harmless from any and all losses, claims, damages, expenses, liabilities, causes or action, judgments, litigation expenses (including reasonable attorneys' fees incurred at all trial and appellate levels) or other damages, other than damages caused by the non-constructing Party's own negligence or willful misconduct, incurred by the non-constructing Party as a result of construction activities of said Party, as provided herein.
- d) The constructing Party shall furnish to the other Party, upon request, a true and correct copy of a full and complete waiver of lien in accordance with the provisions of Florida Construction Lien Law, as the same may be amended or supplemented from time to time, from any contractor or materialmen providing contracting services, labor or supplies with respect to the construction.
- e) Prior to the commencement of any construction activities as provided herein, the constructing Party shall obtain, or require its contractor to obtain, and thereafter maintain so long as such construction is occurring, at least the minimum insurance coverage as set forth below:
  - i) Worker's Compensation – Statutory Limits;
  - ii) Employer's Liability – \$500,000.00;
  - iii) Comprehensive and General Auto Liability with no special terms, conditions or exclusions, as follows:
    - (1) Bodily injury.....\$1,000,000.00 per occurrence
    - (2) Property damage.....\$1,000,000.00 per occurrence

The non-constructing Party shall be named as an additional insured with respect to such insurance, and such insurance shall not be canceled without at least thirty (30) days prior written notice to the non-constructing Party. If such insurance is canceled or expires then the constructing Party shall immediately stop all work until either the required insurance is reinstated or replacement insurance is obtained.

- 8) **SUPERIORITY OF AGREEMENT TERMS.** All easements, rights, restrictions and covenants specified in this Agreement and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages (except that any institutional mortgagee shall have no financial or other obligations under this Agreement

until such time as it acquires title to any Outparcel or any portion thereof) and other encumbrances and instruments in any way affecting the Outparcels, and any Party foreclosing any such mortgage, deed of trust, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of a Outparcel that is subject to the easements, covenants and rights granted under this Agreement shall take title to said real property subject to the terms and provisions of this Agreement.

- 9) **REPRESENTATIONS AND WARRANTIES:** SECOND NINE represents and warrants that it is the owner of all of the Outparcels as of the date hereof, has full and complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Marion County, Florida the obligations of SECOND NINE hereunder shall be valid and binding obligations upon SECOND NINE and any successors in title to the Outparcels or any portion thereof.
- 10) **COVENANTS RUN WITH LAND.** The easements, rights, obligations, restrictions, covenants and indemnities granted under the terms of this Agreement are appurtenant to the ownership of the Outparcels, respectively, and such grants of easements, rights, obligations, restrictions, covenants and indemnities shall run with the ownership of the Outparcels and shall be binding upon and inure to the benefit of the owners of the Outparcels, respectively, and their respective successors, assigns, grantees, tenants and personal representatives. Whenever an Owner is given any rights or obligations under this Agreement, the rights and obligations shall run to the Owner of each respective Outparcel, both now and in the future.
- 11) **GENERAL PROVISIONS.**
- a) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, in Marion County, Florida, for purposes of any legal action or proceeding brought under or in connection with this Agreement (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.
- b) **Amendment.** The Developer reserves for itself, its successors and assigns, and shall have the right:
- A. To amend this Agreement for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.
- B. To amend this Agreement in the Developers sole discretion, provided, however, that the Developer acknowledges the intent of any amendments being to improve the attractiveness and living conditions of the Project, and which do not lower standards of the Covenants and Restrictions herein contained.
- C. Any amendment to this Agreement which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

c) **Notices.** Any notice required or permitted hereunder, and all demands and request given or required to be given by any Party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (i) when received, if personally delivered, or (ii) if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable form of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next-day delivery, or (iii) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

i) If given to SECOND NINE, any notice hereunder shall be addressed and given as follows:

SECOND NINE PARTNERS, LLC  
Attn: Mark A. Jank  
1041 SE 69<sup>th</sup> Place  
Ocala, FL 34480

ii) If given to the Owner of any Outparcel, any notice hereunder shall be addressed and given as follows:

To the address of such Owner as shown on the records of the Marion County Property Appraiser.

iii) Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

d) **Severability.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

e) **Section Headings.** The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

f) **Time of Essence.** Time is of the essence with respect to this Agreement.

g) **Multiple Counterparts.** This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.

h) **Estoppel Certificate.** Each Party agrees that upon written request from time to time of any other Party, as often as is reasonable (but in no event more often than two (2) times per year), it will timely issue at no charge to a prospective mortgagee of such other Party or to a prospective purchaser or successor Party to such other Party, an estoppel certificate stating:

i) whether the Party to whom the request has been directed knows of any defaults by any Party under this Agreement, and if there are known defaults, specifying the nature thereof;

ii) whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, then stating the nature thereof);

- iii) that to the best of the requested Party's knowledge this Agreement as of that date is in full force and effect; and
- iv) that to the best of the requested Party's knowledge there are/are not any sums owed by any Party.
- v) such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.
- i) **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.
- j) **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Outparcels or of any Outparcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- k) **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- l) **Perpetual Easements.** Those easements designated as being perpetual or as continuing beyond the term of this Agreement shall continue indefinitely and can be extinguished only by a written termination agreement signed by all the Parties, except as otherwise specifically stated herein.
- m) **Enforcement.** All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Agreement, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.
- n) **Litigation.** In the event of any litigation arising out of this Agreement the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.
- o) **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE,

TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

- p) **Term of this Agreement.** This Agreement shall exist in perpetuity, unless and until this Agreement is terminated by a written termination agreement signed by all the parties to this Agreement or their successors. Upon termination of this Agreement, all rights, covenants and obligations arising hereunder shall terminate and have no further force and effect, provided, however, that this Agreement shall not limit or affect any remedy at law or in equity, that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. Should the Association dissolve for any reason, the storm water management system shall be transferred to an agency or entity approved by the South West Florida Water Management District, and the South West Florida Water Management District shall have the right to take enforcement measures.

**Notice.** In the event an Owner, or their successors or assigns, default, fail to perform or fail to reimburse another Party as may be required by this Agreement, prior to otherwise seeking to enforce this Agreement, the non-defaulting Party shall notify any mortgagee of such defaulting Party of such default, failure to perform or failure to reimburse, and such mortgagee shall have an additional period of thirty (30) days from receipt of said notice to provide such reimbursement or otherwise cure the default or failure to perform.

**IN WITNESS WHEREOF,** the party hereto has executed this Agreement on the year and date first above stated.

**SIGNATURE PAGE FOLLOWS**



Signed and delivered in our presence  
as witnesses:

Carla McCray  
Print Name: Carla McCray

Kimberly Roberts  
Print Name: KIMBERLY ROBERTS

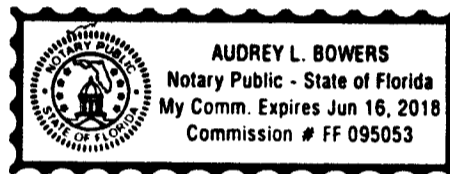
**SECOND NINE PARTNERS, LLC, a Florida  
limited liability company**

By: [Signature]  
Mark A. Jank as Managing Member

STATE OF FLORIDA  
COUNTY OF MARION

This instrument was acknowledged before me on May 20, 2016, by MARK A. JANK  
as Managing Member of SECOND NINE PARTNERS, LLC, a Florida limited liability  
company, who is personally known to me, on behalf of said limited liability company.

Audrey L. Bowers  
Notary Public [Notary Seal]  
My Commission Expires: 6/19/18



**EXHIBIT "A-1"**  
**Legal Description**  
**SECOND NINE Parcel**

TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

**EXHIBIT "A-2"**  
**Project Legal Description**

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°08'09", AND A CHORD BEARING AND DISTANCE OF N.09°49'25"E., 15.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.20 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 522.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N.73°07'32"E., 46.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY; THENCE N.28°07'32"E., 122.00 FEET; THENCE S.61°52'28" E., 14.00 FEET; THENCE S.89°31'20"E., 192.61 FEET TO THE EASTERLY BOUNDARY OF AFORESAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", S.00°28'40"W., 593.66 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 7.11 ACRES, MORE OR LESS.

**EXHIBITS "B-1" AND "B-2"**

**Plans for Project (to include legals of DRA, Access easement, and stormwater piping**

**SKETCH OF DESCRIPTION FOR:  
SECOND NINE PARTNERS, LLC  
SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
MARION COUNTY, FLORIDA  
CITY OF OCALA  
"SHOPS AT FOXWOOD REPLAT"**

**DESCRIPTION:** (PROPOSED DRA)

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G". THENCE ALONG NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES) THE FOLLOWING THREE (3) COURSES, (1). N.61°52'28"W., 460.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,801.58 FEET, A CENTRAL ANGLE OF 05°13'06", AND A CHORD BEARING AND DISTANCE OF N.59°16'50"W., 528.21 FEET; (2). THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 528.39 FEET TO THE END OF SAID; (3). THENCE N.61°36'31"W., 33.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF N.W. 46TH TERRACE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY RIGHT OF WAY LINE, N.28°23'29"E., 272.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES, (1) N.28°23'29"E., 243.40 FEET; (2) THENCE N.00°18'01"W., 115.07 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.71°00'51" E., 358.98 FEET; THENCE S.28°07'32"W., 405.51 FEET; THENCE N.61°52'28"W., 300.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 08°58'51", AND A CHORD BEARING AND DISTANCE OF N.23°54'04"E., 3.91 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.92 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 2.70 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: FEBRUARY 17, 2016.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

**\*\*NOTE: THIS IS NOT A  
SURVEY\*\*  
SHEET 1 OF 2  
ONE IS NOT COMPLETE  
WITHOUT THE OTHER**

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553  
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


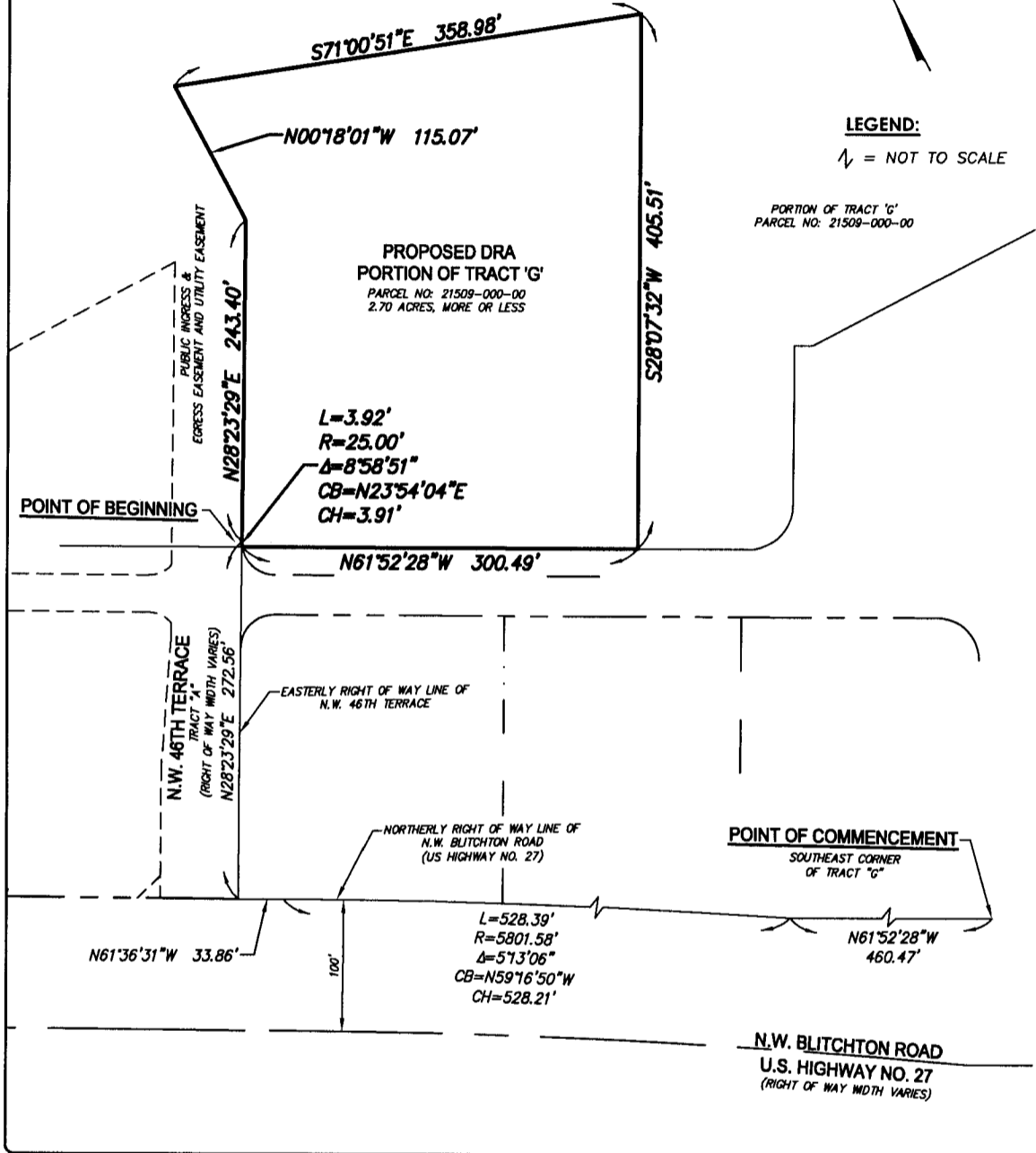
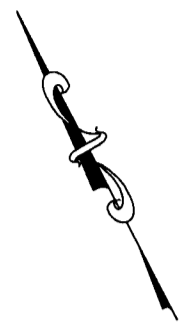
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|  <p style="font-size: 2em; font-weight: bold; margin: 0;">JCH</p> <p style="font-weight: bold; margin: 0;">CONSULTING GROUP, INC.</p> <p style="font-size: 0.8em; margin: 0;">LAND DEVELOPMENT • SURVEYING &amp; MAPPING<br/>PLANNING • ENVIRONMENTAL • G.I.S.</p> <p style="font-size: 0.6em; margin: 0;">CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553<br/>3128 NW BELMONT ROAD, OCALA, FLORIDA 34475<br/>889-6100 ext. 1100 FAX 889-9992 2012</p> | DRAWN: C.J.H.    | J.O.# 15176                |
|  | REVISED:         | DWG.# 15176SK DRA          |
|  | CHECKED: C.J.H.  | SHEET 1 OF 2               |
|  | APPROVED: C.J.H. |                            |
|  | SCALE: 1" = 100' | COPYRIGHT © FEBRUARY, 2016 |

EXHIBIT B-1 1 of 2

SKETCH OF DESCRIPTION FOR:  
 SECOND NINE PARTNERS, LLC  
 SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
 MARION COUNTY, FLORIDA  
 CITY OF OCALA  
**"SHOPS AT FOXWOOD REPLAT"**

**\*\*NOTE: THIS IS NOT A SURVEY\*\***  
 SHEET 2 OF 2  
 ONE IS NOT COMPLETE WITHOUT THE OTHER



**JCH**  
 CONSULTING GROUP, INC.  
 LAND DEVELOPMENT • SURVEYING & MAPPING  
 PLANNING • ENVIRONMENTAL • G.I.S.  
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 4853  
 3128 N.W. BLITCHTON ROAD, OCALA, FLORIDA 34475  
 352.287.1100 FAX 352.287.1100

|           |           |                            |
|-----------|-----------|----------------------------|
| DRAWN:    | C.J.H.    | J.O.# 15176                |
| REVISED:  |           | DWG.# 15176SK DRA          |
| CHECKED:  | C.J.H.    | SHEET 2 OF 2               |
| APPROVED: | C.J.H.    |                            |
| SCALE:    | 1" = 100' | COPYRIGHT © FEBRUARY, 2016 |

2 of 2

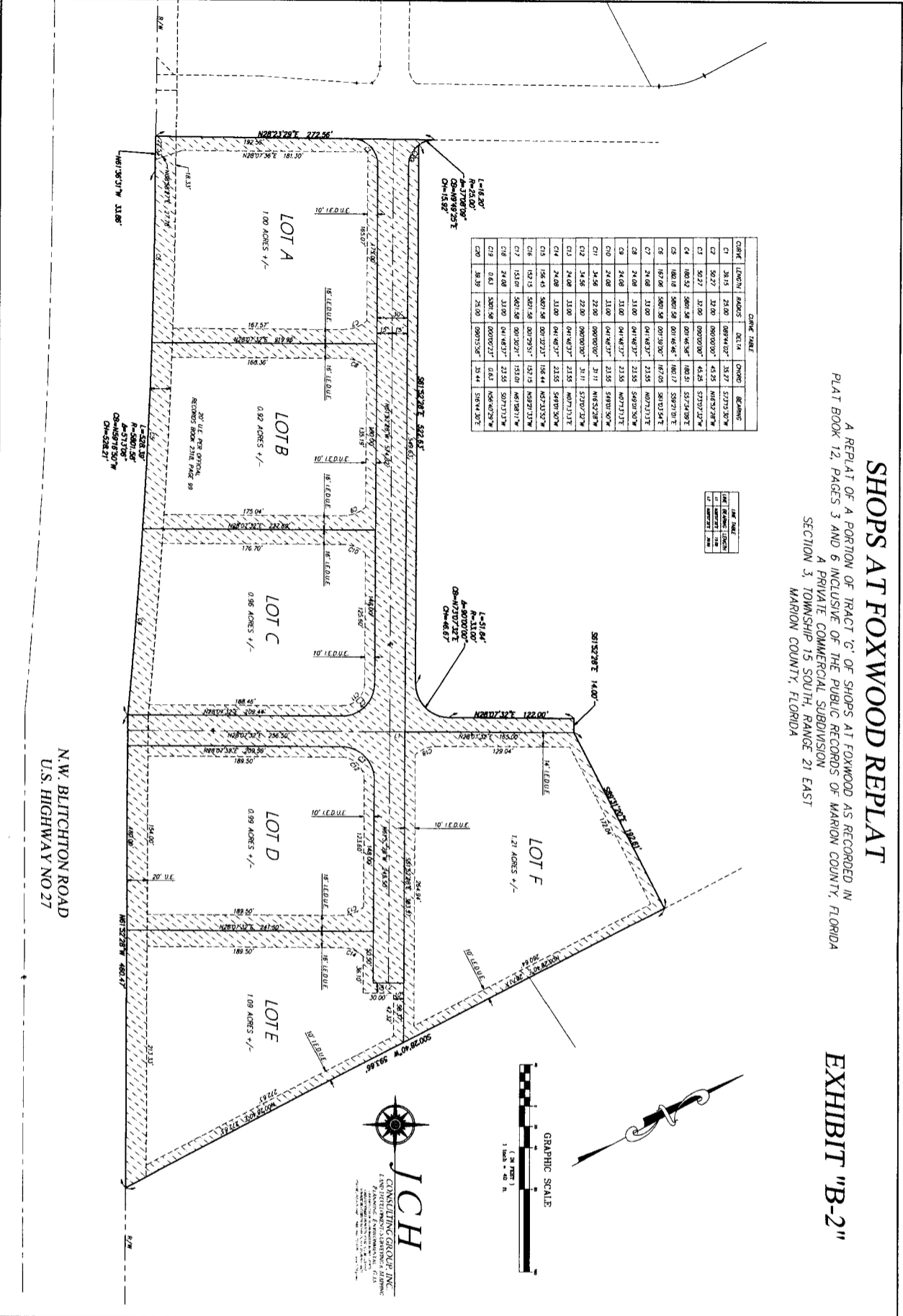


EXHIBIT B-2  
 1 of 3

**SKETCH OF DESCRIPTION FOR:  
 SECOND NINE PARTNERS, LLC  
 SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
 MARION COUNTY, FLORIDA  
 CITY OF OCALA  
 "SHOPS AT FOXWOOD REPLAT"**

**DESCRIPTION:**

A PORTION OF TRACT "G" OF "SHOPS AT FOXWOOD" AS RECORDED IN PLAT BOOK 12, PAGES 3 THROUGH 6 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "G"; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "G", N.00°28'40"E., 48.83 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 24°34'49", AND A CHORD BEARING AND DISTANCE OF N.49°35'04"W., 14.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.02 FEET TO THE END OF SAID CURVE; THENCE N.61°52'28"W., 213.88 FEET; THENCE N.28°07'32"E., 35.00 FEET; THENCE S.61°52'28"E., 14.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.16°52'28"E., 21.21 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.56 FEET TO THE END OF SAID CURVE; THENCE S.61°52'28"E., 155.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 70°16'22", AND A CHORD BEARING AND DISTANCE OF N.82°59'21"E., 28.78 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.66 FEET TO THE END OF SAID CURVE AND TO THE AFORESAID EASTERLY BOUNDARY OF TRACT "G"; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°28'40"W., 44.85 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 0.11 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH: APRIL 18, 2016.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS ARE ASSUMED BASED ON THE EASTERLY BOUNDARY OF TRACT "G", OF SHOPS AT FOXWOOD, AS BEING S.00°28'40"W.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

**\*\*NOTE: THIS IS NOT A  
 SURVEY\*\*  
 SHEET 1 OF 2  
 ONE IS NOT COMPLETE  
 WITHOUT THE OTHER**

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553  
 OF JCH CONSULTING GROUP, INC.

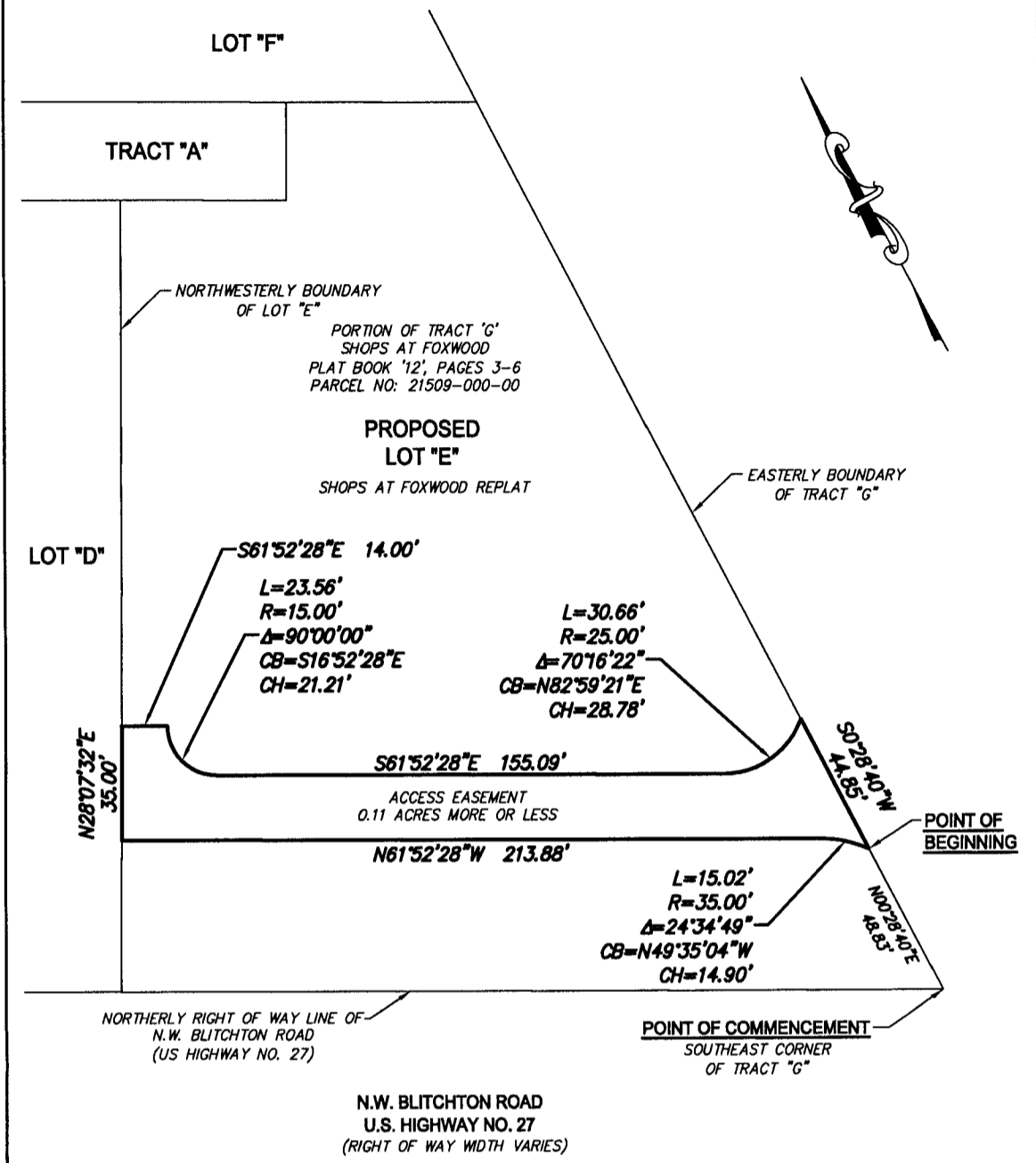
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

|  |                  |                         |
|--|------------------|-------------------------|
| <h1 style="margin: 0;">JCH</h1> <p style="margin: 0;"><b>CONSULTING GROUP, INC.</b><br/>         LAND DEVELOPMENT • SURVEYING &amp; MAPPING<br/>         PLANNING • ENVIRONMENTAL • G.I.S.<br/> <small>CERTIFICATE OF AUTHORIZATION NO. LS 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M.- LS 6553<br/>         322 NW BILCHERON ROAD, Ocala, Florida 34475<br/>         352-282-1200 FAX 352-282-1202</small></p> | DRAWN: C.J.H.    | J.O.# 15176             |
|  | REVISED:         | DWG.# 15176SK ACCESS    |
|  | CHECKED: C.J.H.  | SHEET 1 OF 2            |
|  | APPROVED: C.J.H. | ACCESS EASEMENT         |
|  | SCALE: 1" = 40'  | COPYRIGHT © APRIL, 2016 |


20A3



SKETCH OF DESCRIPTION FOR:  
 SECOND NINE PARTNERS, LLC  
 SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST,  
 MARION COUNTY, FLORIDA  
 CITY OF OCALA  
**"SHOPS AT FOXWOOD REPLAT"**



**\*\*NOTE: THIS IS NOT A SURVEY\*\***  
 SHEET 2 OF 2  
 ONE IS NOT COMPLETE WITHOUT THE OTHER

|  |           |          |                         |
|--|-----------|----------|-------------------------|
|  <p><b>JCH</b><br/>                 CONSULTING GROUP, INC.<br/>                 LAND DEVELOPMENT, SURVEYING &amp; MAPPING<br/>                 PLANNING • ENVIRONMENTAL • G.I.S.<br/> <small>CERTIFICATE OF AUTHORIZATION NO. 18 8871 CHRISTOPHER L. HOWSON, P.E.M., C.F.M. - 15 6869<br/>                 300 N.W. BLITCHTON ROAD, OCALA, FLORIDA 34676<br/>                 352.281.1000 FAX 352.281.1001</small></p> | DRAWN:    | C.J.H.   | J.O.# 15176             |
|  | REVISED:  |          | DWG.# 15176SK ACES      |
|  | CHECKED:  | C.J.H.   | SHEET 2 OF 2            |
|  | APPROVED: | C.J.H.   | ACCESS EASEMENT         |
|  | SCALE:    | 1" = 40' | COPYRIGHT © APRIL, 2016 |

30P3