

7-Eleven, Inc.
Location No. 33299

R- Pat Chisholm
@ Maury L. Carter & Associates
3333 S. Orange Ave Ste 200
Orlando, FL 32806

CFN 2004091957
Bk 02611 Pgs 0445 - 463; (19pgs)
DATE: 07/09/2004 11:36:10 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 163.00

This instrument was prepared by:
Randolph J. Rush, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
PO Box 880
Winter Park, FL 32790-0880

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 13th day of May, 2004, ~~2003~~, by DARYL M. CARTER, as Trustee of the Carter-Hancock Road Land Trust (hereinafter referred to as "Developer"), whose address is P.O. Box 568821, Orlando, Florida 32856-8821.

WITNESSETH:

WHEREAS, the Developer is the owner of certain property in Lake County, Florida more particularly described as follows on Exhibit "A" attached hereto and by this reference made a part hereof (the "Subject Property"); and

WHEREAS, Developer intends that the Subject Property be developed, improved, occupied, used and enjoyed as a development which shall be suitable for commercial, retail, and other related purposes; and

WHEREAS, Developer intends and desires to impose certain covenants, restrictions, easements, conditions, and liens upon the Subject Property and the use thereof, as part of a common plan of development upon the Subject Property, and to protect its value and desirability; and

NOW THEREFORE, the Developer hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration.

Section 1. "7-Eleven" shall mean 7-Eleven, Inc., a Texas corporation, the tenant under the 7-Eleven Lease.

Section 2. "7-Eleven Lease" shall mean that certain Freestanding Lease entered into between Developer and 7-Eleven and dated October 17, 2001.

Section 3. "7-Eleven Premises" shall mean the Tract leased to 7-Eleven pursuant to the 7-Eleven Lease.

Section 4. "Building Area" shall mean the limited areas of each Tract within which Buildings (which for this purpose of this document shall include any appurtenant canopies, any area within which is located the motor fuel facility located on the 7-Eleven Premises (including without limitation any underground tanks and piping utilized in connection with such motor fuel facility), supports, loading docks, truck ramps, and other outward extensions, as well as attached trash compactors and utility transformers) may be constructed, placed, or located.

Section 5. "Common Area" shall mean all areas within the exterior boundaries of the Property and within easement areas appurtenant thereto which are for the general and non-exclusive use, convenience, and benefit of any Owner or Occupant of any building located on the Property including, but not limited to, roadways, driveways, loading areas (exclusive of loading docks and truck ramps), islands (such as landscaping and traffic islands but excluding gasoline pump islands), parking areas, entrances and exits, access drives (including paving, striping, and curbs and gutters), sidewalks, landscaping, lighting, directional or traffic signs, and surface water detention or retention and drainage facilities; provided, however, Common Area shall not include any Building Area, nor shall the Common Area include any sidewalks immediately adjacent to buildings constructed upon any Tracts.

Section 6. "Common Utility Lines" shall mean those facilities and systems for the transmission of utility services, drainage of sanitary sewage, and drainage and storage of surface water which are installed to provide the applicable service on the Tracts or to the Common Area, exclusive of any Building Areas.

Section 7. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

Section 8. "Developer" means Daryl M. Carter, as Trustee of the Carter-Hancock Road Land Trust, and his successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 9. "Improvements" shall mean and refer to any man-made changes to the natural condition of the Subject Property including without limitation, structures of any kind (whether above or below the land surface), fences, walls, signs, sewers, lighting, drains, lakes, waterways, roads, utilities, grading and landscaping.

Section 10. "Maintenance" means the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Tract.

Section 11. "Occupant" means the person or persons, other than the Owner in possession of a Tract, and may, where the context so requires, include the Owner.

Section 12. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Tract, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Tract by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 13. "Private Utility Lines" shall mean those facilities and systems for the transmission of utility services and drainage of sanitary sewage which are installed to provide the applicable service exclusively to the Building Area on each respective Tract. For purposes of this Declaration, a Utility Line extending between a Common Utility Line and a building shall be considered a Private Utility Line.

Section 14. "Subject Property" means the lands described on Exhibit "A" attached hereto and by this reference made a part hereof, and such additions thereto as may be added to the Subject Property by the Developer by written instrument recorded in the Public Records of Lake County, Florida.

Section 15. "Structure" shall mean any thing or object, the placement of which upon any Tract may affect the appearance of such Tract, including by way of illustration and not limitation, any building or part thereof, fence, curbing, paving, wall, sign, signboard,

temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

Section 16. "Tract" means any portion of the Subject Property which is owned by a party other than the Developer or which is leased by the Developer pursuant to a ground lease or other lease.

Section 17. "Utility Lines" shall mean, collectively, the Common Utility Lines and Private Utility Lines.

ARTICLE II INGRESS AND EGRESS EASEMENTS

Section 1. Grant of Easement. Developer hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract the non-exclusive right, privilege, and easement for vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entranceways and sidewalks from time to time located on the Common Area of any Tract for the purpose of providing pedestrian and vehicular access, ingress, and egress, but not parking, between said Tracts and publicly dedicated rights-of-way abutting said Tracts. The foregoing easement shall not be construed to, and shall not, create any construction easement or other easement for the installation or construction of roadways, driveways, entranceways and sidewalks by any Owner on the Tract of another Owner.

Section 2. Relocation. Notwithstanding anything to the contrary contained herein, each Owner shall have the right at any time, and at its sole cost and expense, to relocate, alter, or change any roadway, driveway or entranceway, or sidewalk located on the Common Area of such Owner's Tract provided such relocation, alteration, or change complies with the following terms and conditions:

- (i) the Owner of such Tract pays all costs incurred in connection with such relocation, alteration, or change;
- (ii) such relocation, alteration, or change is completed so as to minimize interference to the Owners and Occupants of the other Tracts and has the same intersecting point at any adjacent Tract;
- (iii) the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the other Tracts) is not unreasonably restricted or hindered; and
- (iv) such relocation, alteration or change shall comply with all applicable

governmental laws, rules, and regulations.

Section 3. No Parking Easement. This Declaration is not intended to, and does not, create for the benefit of any Tract any right, license or easement for parking purposes upon another Tract.

Section 4. Avoidance of Prescription. Anything to the contrary contained in this Article II notwithstanding, the Owner of each Tract shall be entitled to interrupt or disturb the passage of vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entranceways, and sideways from time to time located on that portion of the Common Area located on said Owner's Tract for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public.

ARTICLE III UTILITY EASEMENTS

Section 1. Grant of Easement. Developer hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract the non-exclusive right, privilege, and easement in, to, over, under, along, and across those portions of the Common Area on each Tract necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. The Utility Line easement area shall be no larger than whatever is necessary to reasonably satisfy the requirements of the provider of such service if the Utility Line is to be owned by a public utility, or five (5) feet on each side of the Utility Line if the Utility Line is to be owned by an Owner. The Owner of the Tract burdened by such easement shall have the right to require, at the expense of the Owner of the Tract benefitted by such easement, that a copy of an as-built survey of such Utility Line be delivered to the Owner of such burdened Tract after installation of the Utility Line. The foregoing notwithstanding, no Utility Lines shall be installed within the area occupied by any gasoline service area canopy, underground gasoline storage tanks, or underground gasoline piping located upon any of the Tracts.

Section 2. Location of Utilities. All Utility Lines shall be underground except:

- (i) pad mounted electrical transformers, if any, shall be located at the rear of a building;
- (ii) as may be necessary during periods of construction, reconstruction, repair, or

temporary service;

- (iii) as may be required by governmental agencies having jurisdiction over the Property; or
- (iv) as may be required by the provider of such service.

Section 3. Relocation. Any Owner shall have the right at any time to relocate a Utility Line located upon its Tract upon thirty (30) days prior written notice to the other Owners; provided, however, that such relocation:

- (i) shall not interfere with or diminish the utility service to the other Tracts;
- (ii) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;
- (iii) shall be performed without cost or expense to the other Owners;
- (iv) shall be completed using materials and design standards which equal or exceed those originally used; and
- (v) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Section 4. Maintenance and Repair.

(a) Private Utility Lines. Each Owner of a Tract shall maintain and replace, at its sole cost and expense, its Private Utility Lines, in a first class condition, regardless of where such Private Utility Lines are located, unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility Lines. Any maintenance and repair of non-dedicated utilities located on another Owner's Tract shall be performed only after five (5) days notice to the Owner of such Tract (except in an emergency, when the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of such Tract as is practicable under the circumstances. Any Owner performing, or causing to be performed, maintenance or repair work promptly shall pay all costs and expenses associated therewith, diligently shall complete such work as quickly as possible, and promptly shall clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to commencement of such work.

(b) Common Utility Lines. Each Owner, at its expense, shall maintain, or cause to be maintained in good order and in a safe condition the portion of any Common Utility Lines which are constructed on its Tract. All Common Utility Line improvements to the Tracts shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced.

ARTICLE IV STORMWATER DRAINAGE ACROSS COMMON AREAS

Section 1. Grant of Easement. Developer hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract, a perpetual, non-exclusive easement in, over, and across the Common Area of each Tract for the purpose of (i) discharging stormwater drainage and/or runoff from any Tract upon and across those portions of the Common Area located on any other Tract, and (ii) discharging such stormwater drainage and/or runoff into the master stormwater retention/detention area for the Subject Property.

Section 2. Conditions. The foregoing stormwater drainage easement rights shall be subject to the following terms and conditions:

- (i) Common Area grades and the surface water drainage/retention system for each Tract shall be constructed in strict conformance to all applicable governmental rules, regulations, and ordinances; and
- (ii) No Owner shall alter or permit to be altered the surface elevation or grade of those portions of the Common Area located on such Owner's Tract if such alteration would materially increase the flow of surface water onto an adjacent Tract or change the rate or concentration of flow or points of discharge from such Tract.

ARTICLE V STORMWATER DRAINAGE INTO MASTER RETENTION/DETENTION AREA

Section 1. Grant of Easement. Developer hereby declares, establishes, creates, and grants for the benefit of each Tract a perpetual, non-exclusive easement in, over, and across the portion of the Subject Property as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof upon which Developer has constructed a master stormwater retention/detention area for the Subject Property (the "Master Stormwater Area") for the purpose of discharging stormwater drainage and/or runoff from any Tract into the Master Stormwater Area.

Section 2. Maintenance and Reimbursement of Expenses. The Master Stormwater Area is located upon the Tract which is subject to the 7-Eleven Lease and upon the adjacent Tract (the "Adjacent Tract"). The Owner of the Adjacent Tract (the "Responsible Owner") shall maintain and keep in good condition and repair the Master Stormwater Area. Each Owner of a Tract shall reimburse the Responsible Owner for such Owner's Pro Rata Share, as hereinafter defined, of the expenses incurred by the Responsible Owner for maintaining and keeping in good condition and repair the Master Stormwater Area, real property taxes for the Tract upon which the Master Stormwater Area is located, and other expenses associated with the Master Stormwater Area (collectively the "Stormwater Area Expenses"). As used herein, the term "Pro Rata Share" shall mean for a given Owner the land area contained within such Owner's Tract divided by the land area contained within the entire Subject Property less the Master Stormwater Area. The Stormwater Area Expenses shall not exceed the reasonable and customary expenses for similar property management services in the geographic area in the Subject Property is located. The Responsible Owner may charge, as part of the Stormwater Area Expenses, an administrative fee not to exceed ten percent (10%) of the Stormwater Area Expenses. The Responsible Owner shall invoice the other Owners on a monthly or calendar quarter basis for the Stormwater Area Expenses. Such invoice shall show in reasonable detail the Stormwater Area Expenses on which the charge is based. An Owner of a Tract may pass on such Pro Rata Share of the Stormwater Area Expenses to a tenant or other Occupant of its Tract but shall remain primarily liable to reimburse the Responsible Owner for its Pro Rata Share.

If the Owner of any Tract reasonably determines, at any time, that the Master Stormwater Area is not in good condition and repair, such Owner shall notify the Responsible Owner of same in writing. In the event the Responsible Owner does not restore the Master Stormwater Area to good condition and repair within thirty (30) days after receiving the aforementioned notice, such other Owner may restore (or cause same to be restored) the Master Stormwater Area to good condition and repair, and the other Owners of Tracts, including the Responsible Owner, shall pay their Pro Rata Share of the cost and expense of such restoration within thirty (30) days of receipt of written demand from such Owner for reimbursement. In the event that the condition of the Master Stormwater Area is such that an emergency exists as to the need to make such repairs or restoration immediately in order to protect the property of other Owners or to remedy an unsafe condition, then such other Owner shall notify the Responsible Owner of such emergency and may proceed to make such repairs and restoration without waiting until such thirty (30) day period has expired.

**ARTICLE VI
RESTRICTIVE COVENANTS**

Section 1. Restrictions on Use. During the term and any extended term of the 7-Eleven Lease, no Occupant of any portion of the Subject Property except 7-Eleven shall operate a business which provides or offers for sale or rental, in connection with all or any part of its business operations, any of the following:

- (a) grocery items in a store containing less than 10,000 square feet
- (b) motor fuels.

Section 2. Setback Restrictions. During the term and any extended term of the 7-Eleven Lease, without the prior written consent of 7-Eleven, there shall not be constructed upon any portion of the Subject Property any building which faces or fronts onto the same street as the building constructed upon the 7-Eleven Premises and which is constructed closer to such street than the building constructed upon the 7-Eleven Premises so as to impede or alter ingress and egress to the 7-Eleven Premises or visibility of the building constructed upon the 7-Eleven Premises from such street.

Section 3. Signage Restrictions. During the term and any extended term of the 7-Eleven Lease, without the prior written consent of 7-Eleven, there shall not be constructed upon any portion of the Subject Property any signs which are constructed or located in such a manner which will impede or block the visibility of 7-Eleven's fascia and pole signs.

**ARTICLE VII
GENERAL USE RESTRICTIONS**

Section 1. Use of Tracts. Each Tract may be improved and used for commercial purposes only and only Improvements or Structures approved in accordance with Article VIII may be constructed thereon.

Section 2. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Tract except in covered or sealed sanitary dumpsters. All such dumpsters must be stored or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. The use and location must be approved by the Developer prior to installation.

Section 3. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building, or within a screened area, and shall otherwise comply with standards established

from time to time by the Developer.

Section 4. Signs. All exterior signs must be approved by the Developer as to type, size, color, location, copy nature and display qualities. This applies to all signage which includes, but is not limited, to signs or other advertising devices, electrical or non-electrical, placed on the fascia or eaves of the buildings, subject to compliance with all governmental rules, regulations, laws and ordinances. The Owner of the Tract shall secure all governmental approvals. The Section 4 shall not be applicable to the 7-Eleven Premises during the Term or Extended Term of the 7-Eleven Lease.

Section 5. Obnoxious or Offensive Activity. No activity or use shall be allowed upon a Tract which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of their respective Tracts and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Tracts shall be in such a manner so as not to cause or produce any of the following effects discernable outside of any buildings: noise or sound that is objectionable because of its volume, duration, beat frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration or interference with normal television, radio or other telecommunication reception by other Owners. The foregoing notwithstanding, the operation in the normal course of business of a motor fuel facility on the Tract which is subject to the 7-Eleven Lease shall not be deemed to be in violation of this Section 5.

ARTICLE VIII ARCHITECTURAL REVIEW AND APPROVAL

Section 1. Authority. No building, parking cover, shed, Structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, or construction or erection of any kind of Improvements, including landscaping and exterior signs, may be erected, placed, reconstructed or permitted to remain on any Tract unless and until approved by the Developer. Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work.

Section 2. Design Standards. The Developer may, but shall not be obligated to, from time to time adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Developer for approval pursuant to this Declaration; and

- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure or dwelling and all matters that require approval by the Developer pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Tract, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to the Developer for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the Subject Property; and (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation; and (iii) shall be consistent with the provisions of this Declaration. In the event the Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Developer will not be required. The Developer shall be the sole judge of such matters, shall make decisions as to approval of such plans and specifications in its reasonable discretion, and any decision by the Developer shall be final.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Developer including, without being limited to:

- (a) a site plan showing the location of all proposed and existing structures on the Tract including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of any proposed Structure and alterations to existing Structures depicting how such Structure will appear after all backfilling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed structure and alterations to existing structures; and

(f) plans for landscaping and grading, especially if the proposed structure consists of such landscaping or grading.

Approval for use in connection with any Tract or Structure of any plans and specifications shall not be deemed a waiver of the Developer's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Tract or Structure. Approval of any such plans and specifications relating to any Tract or Structure, however, shall be final as to that Tract or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Developer may request changes in any plans or Structures that are completed or being built if required by law and the Developer shall be liable for damages.

Other than as between the Developer and 7-Eleven as provided in the 7-Eleven Lease, in regards to any plans and specifications approved by the Developer, the Developer shall not be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any law. Further, Developer shall not be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Developer provided for in this Declaration. Every person who submits plans or specifications to the Developer for approval agrees, by submissions of such plans and specifications, and every Owner of any Tract agrees, that he will not bring any action or suit against Developer to recover for any such damage.

Any employee or agent of the Developer may, after reasonable notice, at any reasonable time, enter upon any Tract and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Tract or Structure is in compliance with the provisions of this Declaration; and neither the Developer nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Variance. The Developer shall have the right, in its sole and absolute discretion, to grant variances from the requirements set forth in this Article VIII.

Section 5. Interior Alterations Exempt. Nothing contained in this Article VIII shall be construed so as to require the submission to or approval by the Developer of any plans, specifications or other materials for the reconstruction, or alteration, renovation or remodeling of the interior of any building, structure or other improvement constructed on any Tract which building, structure or other improvement was previously approved by the Developer, unless any proposed interior construction, renovation, remodeling or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Developer and any Owner each have the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Developer or any Owner is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Developer employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Tract. Failure by the Developer or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time.

Section 2. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise would effectuate Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Subject Property.

Section 3. Amendment. The provisions of this Declaration will run with and bind the Subject Property, and will inure to the benefit of and be enforceable by the Developer for so long as the Subject Property are used in whole or in part for commercial purposes, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. Until the Developer no longer owns any portion of the Subject Property, the Developer may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Lake County, Florida, executed by the Developer only.

Section 4. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Developer may grant easements for de minimis unintentional encroachments.

Section 5. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Tract", and "Subject Property" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a commercial development by providing a common plan for their development and enjoyment.


Section 6. Governing Law. This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

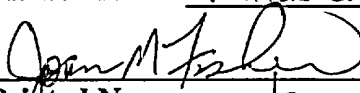
Section 7. Assignment to Property Owners Association. Developer may assign its rights and obligations hereunder to a property owners association so long as such property owners association shall agree to assume the obligations of the Developer hereunder.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

Signed, sealed and delivered
in the presence of:


Printed Name: Patrick Chisholm


Daryl M. Carter, as Trustee of the Carter-Hancock Road Land Trust


Printed Name: Joan M. Fisher

Address: P.O. Box 568821
Orlando, Florida 32856-8821

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of June, 2004, by DARYL M. CARTER, as Trustee of the Carter-Hancock Road Land Trust, on behalf of the trust. He is personally known to me ~~or has produced~~ _____ as identification.

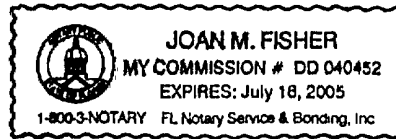
Joan M. Fisher

Notary Public

Print Name: Joan M. Fisher

My Commission Expires: 07 16 2005

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ATTACHED TO AND MADE A PART OF Declaration Of Covenants, Conditions And Restrictions by Daryl M. Carter, as Trustee of the Carter-Hancock Road Land Trust ("Developer"), for property known as 7-Eleven Location No. 33299.

JOINDER

7-Eleven, Inc., a Texas corporation, the tenant of one of the Tracts within the Subject Property, joins herein for the purpose of consenting to the Declaration and agreeing that its rights under the 7-Eleven Lease are subordinate and subject to the rights and obligations created pursuant to this Declaration.

Signed, sealed and delivered
in the presence of:

Janet Buchheit
Printed Name: Janet Buchheit
Gricelda Herrera
Printed Name: Gricelda Herrera

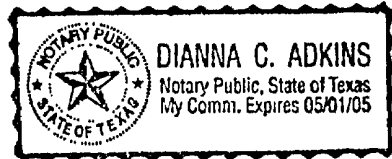
7-Eleven, Inc., a Texas corporation

By: *David Holland*
Name: David Holland
Title: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 13th day of May,
2004, ~~2003~~, by David Holland, as Attorney-in-Fact
of 7-Eleven, Inc, a Texas corporation, on behalf of the corporation. He/~~She~~ is personally
known to me ~~or has produced~~ _____ as identification.



Dianna C. Adkins
Notary Public
Print Name: Dianna C. Adkins
My Commission Expires: May 1, 2005

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

OVERALL LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 27; THENCE N0°50'10"E, ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 664.25 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE LEAVING THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27, N89°57'21"E, ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (50.00 FEET RIGHT OF WAY FROM CENTERLINE) AND THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, N0°50'10"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD, A DISTANCE OF 618.62 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (75 FEET FROM THE CENTERLINE OF STATE ROAD 50); THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD, S89°21'23"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 33.63 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S0°38'37"W, A DISTANCE OF 20.00 FEET TO A POINT (95 FEET FROM THE CENTERLINE OF STATE ROAD 50); THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S89°21'23"E, A DISTANCE OF 244.59 FEET TO A POINT ON THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S0°46'39"W, ALONG THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 595.27 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE LEAVING THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, S89°57'21"W, ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 278.93 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.8333 ACRES OF LAND MORE OR LESS.

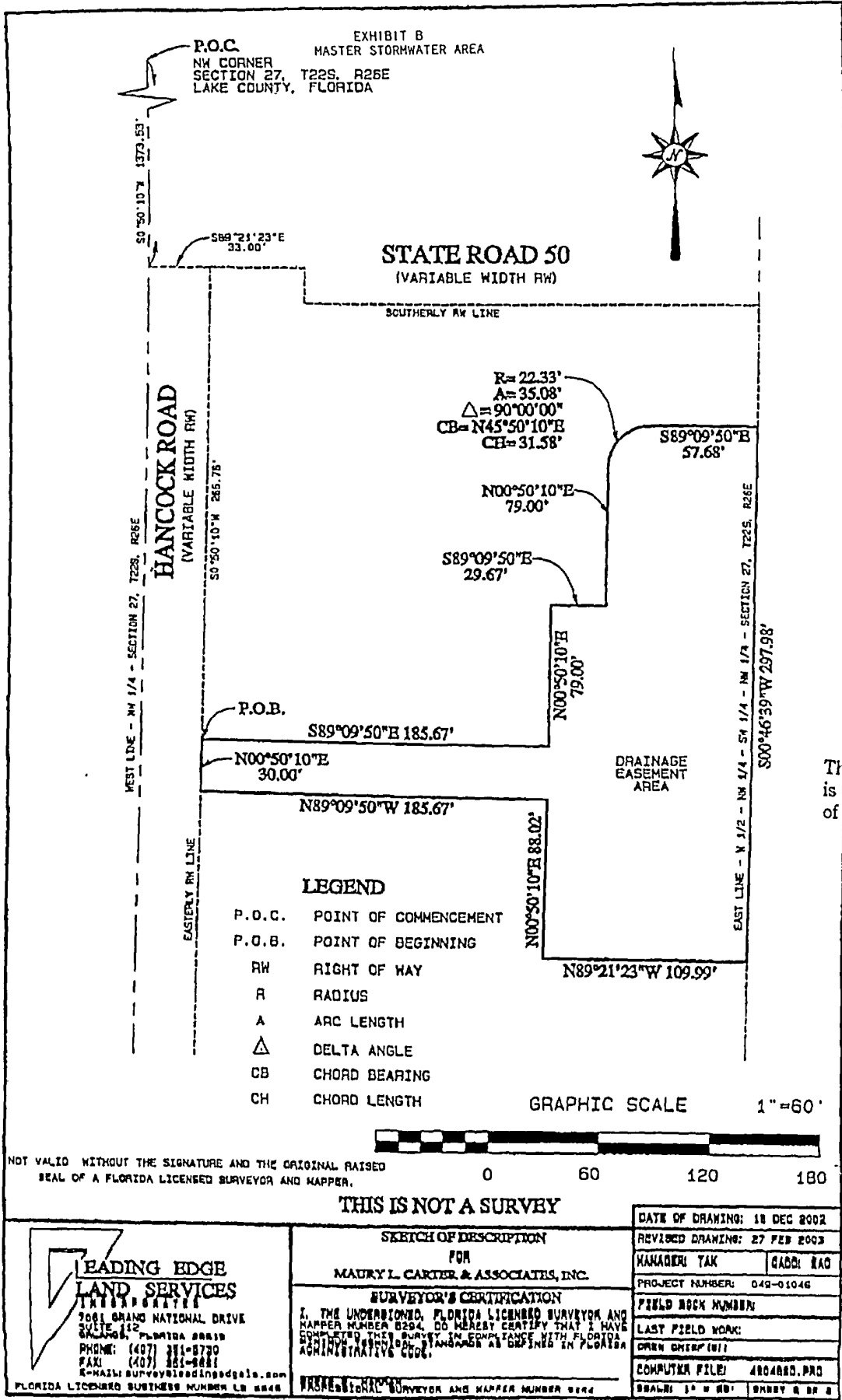
EXHIBIT B
LEGAL DESCRIPTION OF MASTER STORMWATER AREA

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE S0°50'10"W, ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27 A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27, S89°21'23"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HANCOCK ROAD (VARIABLE WIDTH RIGHT OF WAY); THENCE S0°50'10"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD, A DISTANCE OF 266.76 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD, S89°09'50"E, A DISTANCE OF 185.67 FEET TO A POINT; THENCE N0°50'10"E, A DISTANCE OF 79.00 FEET TO A POINT; THENCE S89°09'50"E, A DISTANCE OF 29.67 FEET TO A POINT; THENCE N0°50'10"E, A DISTANCE OF 79.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 22.33 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N45°50'10"E, 31.58 FEET) FOR AN ARC DISTANCE OF 35.08 FEET TO A POINT; THENCE S89°09'50"E, A DISTANCE OF 57.68 FEET TO A POINT ON THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE S0°46'39"W, ALONG THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 297.98 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, N89°21'23"W, A DISTANCE OF 109.99 FEET TO A POINT; THENCE N0°50'10"E, A DISTANCE OF 88.02 FEET TO A POINT; THENCE N89°09'50"W, A DISTANCE OF 185.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD; THENCE N0°50'10"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HANCOCK ROAD, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35205 SQUARE FEET (0.8082 ACRES) ACRES OF LAND, MORE OR LESS.



The quality of this image is equivalent to the quality of the original document

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

THIS IS NOT A SURVEY

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 FLORIDA LICENSED BUSINESS NUMBER LB 5545

SKETCH OF DESCRIPTION
FOR
MAURY L. CARTER & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 8294, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SURVEY IN COMPLIANCE WITH FLORIDA STATUTES, REGULATIONS, AND STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.

PROFESSIONAL SURVEYOR AND MAPPER NUMBER 8294

DATE OF DRAWING: 18 DEC 2002	
REVISED DRAWING: 27 FEB 2003	
MANAGER: TAK	GADDI: RAO
PROJECT NUMBER: 049-01046	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
DRAWN BY: (U)	
COMPUTER FILE: 480480.PRC	
SCALE: 1" = 60'	DRAWN BY: RAO