

DECLARATION OF PERPETUAL EASEMENT
FOR
INGRESS, EGRESS, PARKING, AND UTILITIES

THIS DECLARATION OF PERPETUAL EASEMENT is made this 22 day of April, 1987, by RONALD ELINOFF and RICHARD LEIBOWITZ, herein collectively called the "Declarants".

FOR VALUE RECEIVED, and other good and valuable consideration, the receipt and legal sufficiency of which consideration is acknowledged, the Declarants, for themselves and for the other beneficiaries named in this Declaration, hereby declare and agree as follows:

1. Introduction. On September 24, 1971, the Declarants acquired fee simple title to certain real property lying in Duval County, Florida, by Warranty Deed recorded in Official Records Volume 3300, Page 59, of the current public records of Duval County, Florida.

On December 9, 1983, the Declarants refinanced an existing mortgage indebtedness by way of a new loan from The Independent Life and Accident Insurance Company, which loan was in the original principal sum of \$168,000.00, and which loan was secured by a mortgage recorded in Official Records Volume 5733, Page 280, of said current public records. In the balance of this Declaration, all documents evidencing and securing that loan shall be collectively referred to as the "Independent Life Mortgage".

The Independent Life Mortgage encumbered only a portion of the lands owned by the Declarants, being essentially all of the 100 feet of State Road 13 frontage and a depth from State Road 13 to the rear of 223 feet.

The property encumbered by the Independent Life Mortgage currently houses the dental practice of the Declarants. The Declarants are desirous of developing the lands that are not encumbered by the Independent Life Mortgage as an office condominium. As well, the Declarants are desirous of keeping the property encumbered by the Independent Life Mortgage as a separate entity that the Declarants may own and hold or sell in accordance with applicable provisions of law and contract.

In order to develop the office condominium, it is necessary that the Declarants have unencumbered fee simple ownership of thirty-five (35) feet of State Road 13 frontage. In order to achieve that goal, the Declarants have requested Independent Life to release a portion of the lands encumbered by the Independent Life Mortgage. Independent Life has agreed to that request in exchange for this Declaration. The release of the Independent Life Mortgage is recorded under Clerk's No. 87-60473 of said current public records.

Therefore, the purpose of this Declaration is to declare certain easements for ingress, egress, parking, and utilities in favor of the lands remaining encumbered by the Independent Life Mortgage.

2. Beneficiaries. The beneficiaries of this Declaration are the following: the Declarants; the Independent Life and Accident Insurance Company; present tenants; future tenants; future owners; future lien holders; invitees of the Declarants, present tenants, future owners, and future tenants; public and private police, fire, health, mail and delivery services.

3. Property Burdened and Benefitted by Declaration. In Schedule "A", attached hereto and incorporated by this reference, is the description of the lands release by Independent Life from the Independent Life Mortgage in the Partial Release referenced in Paragraph 1, above. Those are the lands that are burdened by

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM B. RYAN, JR., Attorney
RYAN AND MARKS
3000-8 HARTLEY ROAD
JACKSONVILLE, FLORIDA 32217

Record and Return to:

this Declaration. The lands that are benefitted by this Declaration are the lands that remain encumbered by the Independent Life Mortgage as described in Official Records Volume 5733, Page 280, Duval County, Florida, less and except the lands described in Schedule "A" to this Declaration. This Declaration shall run with the title to the lands identified in this paragraph as being burdened and benefitted by this Declaration.

4. Declaration of Easements. The following easement rights and duties are hereby created, reserved, and granted, subject to the terms and conditions expressed in this Paragraph:

A. The fee simple title to the lands described in Schedule "A" to this instrument are intended to remain as an integral part of the fee simple title to the lands owned by the Declarants, upon which the condominium project will be developed. Therefore, the lands described in Schedule "A" shall be subject to present and future easement rights for ingress, egress, and utilities of equal dignity with the rights for ingress, egress, and utilities created by this Declaration. For this purpose, the Declarants reserve unto themselves the exclusive right to grant any such future easements for ingress, egress, and utilities.

B. There is hereby created an easement for ingress and egress over, under, in and through the lands described in Schedule "A" to this instrument for the benefit of the lands remaining encumbered by the Independent Life Mortgage, as described above. This easement shall be for pedestrian and public and private vehicular traffic (including, but not limited to, postal service, private couriers, fire, police, and emergency medical services) to and from State Road 13 and the improvements now or hereafter existing on the lands remaining encumbered by the Independent Life Mortgage.

C. The parking area that presently serves the building located on the lands remaining encumbered by the Independent Life Mortgage lies in part on the lands contained within Schedule "A" to this instrument. Therefore, there is hereby created an easement for parking over and upon lands described in Schedule "A" to this instrument for the benefit of the lands remaining encumbered by the Independent Life Mortgage.

D. Presently, the lands remaining encumbered by the Independent Life Mortgage receive sewage services from a septic tank lying to the front of those lands, and water services from a well and pump located substantially within the rear twenty-three (23) feet of those lands. Now or in the future, there is a possibility that some of the utilities serving the lands remaining encumbered by the Independent Life Mortgage may have or may need to have their lines installed or extended through the lands described in Schedule "A" to this instrument. Therefore, there is hereby created an easement over, under, in and through the lands described in Schedule "A" to this instrument for utility lines and equipment for the lands remaining encumbered by the Independent Life Mortgage. This easement shall be for the benefit of present and future owners and providers of utility services. This easement shall include ingress and egress to effect installation and repair of utility lines and equipment.

E. The Declarants reserve the right, but not the duty, to require all future fee simple title holders of the lands remaining encumbered by the Independent Life Mortgage to agree to jointly maintain in a proper condition the presently paved surface of the lands described in Schedule "A" to this instrument. Any such agreement for reciprocal duties of maintenance may be supplemented by the Declaration of Condominium for the office condominium. This reservation of rights is expressly subject to and subordinate to the Independent Life Mortgage.

5. Effect of This Instrument Upon Fee Simple Title For Lands Described in Schedule A To This Instrument and Lands Remaining Encumbered By Independent Life Mortgage, Both As Described Above. This Declaration, including all of its rights, duties and remedies, shall be perpetual and transferable and shall run with the fee simple title to the lands described in Schedule "A" to this instrument and the lands remaining encumbered by the Independent Life Mortgage, all without the necessity of making a reference in any instrument now or hereafter affecting those titles. References in this Declaration to "the lands remaining encumbered by the Independent Life Mortgage" is for convenience in identifying those lands by reference and is not intended to limit the effect of this instrument to the Independent Life Mortgage.

6. Applicable Laws and Remedies. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida. All beneficiaries shall be entitled to all rights and remedies provided by those laws including, but not limited to, specific performance. In any action arising out of this Declaration, personal venue and jurisdiction shall lie with the appropriate State court in Duval County, Florida.

Executed and delivered on the date stated at the beginning of this Declaration.

Signed, sealed and delivered
in the presence of:

Witness

Witness

Witness

Witness

RONALD ELINOFF

RICHARD LEIBOWITZ

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Declaration was sworn to and acknowledged before me by RONALD ELINOFF this 22 day of April, 1987.

Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Declaration was sworn to and acknowledged before me by RICHARD LEIBOWITZ this 22 day of April, 1987.

Notary Public, State of Florida

My Commission Expires:

A portion of the Southeast 1/4 of the Northwest 1/4 of Section 32, Township 3 South, Range 27 East, Duval County, Florida, being the Northeast 35 feet of the lands described in Official Records Volume 5733, Page 280, being more particularly described as follows: beginning at a point on the Northwestern right-of-way line of State Road 13 as now established, which is the most Easterly corner said lands; thence run South 34 degrees 00 minutes West along said right-of-way a distance of 35 feet; thence run North 55 degrees 43 minutes 40 seconds West a distance of 223 feet to a point; thence run North 34 degrees 00 minutes East parallel to said Northwestern right-of-way line a distance of 35 feet to a point on the Northeasterly line of the property described in said Official Record Volume 5733, Page 280; thence run South 55 degrees 43 minutes 40 second East along said Northeasterly line a distance of 223 feet to the Point of Beginning.

97 MAY 20 P 2: 06

87- 60472

FILED
RECORDED
\$1.00

MANDARIN PROFESSIONAL COMPLEX

<u>UNIT</u>	<u>SQUARE FOOTAGE PER UNIT</u>	<u>PERCENTAGE OF COMMON ELEMENTS, COMMON SURPLUS, VOTING RIGHTS</u>
1	1,964	13
2	1,964	13
3	1,428	9
4	612	4
5	1,627	10
6	563	4
7	2,847	18
8, 9, 10	3,680	24
12	775	5
TOTAL	15,460	100

NOTES:

1. As more fully set forth in this Declaration, there is the possibility that the boundaries of Units may change during the life of this condominium. The formula for determining the percentages of common elements, common surplus, and voting rights appurtenant to each unit applies to Units 1 through 10, inclusive, as described in this Declaration, as originally recorded, and, as well, it applies to all subsequent configurations of units during the life of this condominium.

2. The architect for this condominium, Fleet & Associates, prepared the list of square footage for Units 2 through 10, as reflected above. For the purpose of the formulas established in this part of this Schedule A, all future determinations of square footage shall be made by a licensed architect, engineer, or surveyor.

3. The formula for determining the percentage of common elements, common surplus, and voting rights appurtenant to each unit shall be the percentage of square footage within each unit as compared to the total square footage within all units. For the purpose of this formula, the square footage within the common elements shall not be employed.

4. The condominium has been designed so that electrical service is separately metered for each unit. That design shall be continued in the event of any subdivision of a unit, to the extent permitted by the supplier of that utility. The initial design provides for water service to be subject to only one meter. Therefore, electrical service to any unit not separately metered and water service to all units shall be apportioned among the units based upon the foregoing formula. However, the Board of Directors of the Association shall have the power to modify those allocations and to impose a disproportionate assessment for electrical and/or water services, as may be applicable under the circumstances, where the user consumes a disproportionately high amount of the utilities. For example, if one unit is a provider of health services with a number of outlets using water, whereas another unit is a provider of insurance services using a substantially lesser amount of water, then the unit providing the health services may be subject to an increased assessment as determined by the Board of Directors from time to time. The determinations permitted under this rule shall be subject to the assessment process required by applicable law and this Declaration.

5. The number 11 has not been employed for a unit because the Jacksonville Electric Authority has designated the number 11 as the address for the common meter for utilities that are not being separately provided to individual units. Thus, it is the intention of the Developers to create eleven condominium units as of the time of the recordation of this Declaration, subject to the right of the owners and the Association to make modifications in the numbers and sizes of units as expressly provided in various parts of this Declaration.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Richard A. Miller, who being duly sworn, deposed and said as follows:

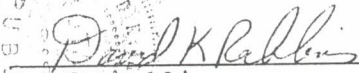
1. Affiant is a Registered Florida Land Surveyor, having Certificate No. 3848.

2. Affiant is authorized to practice surveying in the state of Florida.

3. Affiant certifies with respect to the Mandarin Professional Complex, an office condominium, that the construction and all planned improvements, including, but not limited to, landscaping, utilities, and access to such buildings, and common element facilities serving such buildings are substantially complete and that the materials set forth in this composite Schedule A, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.


RICHARD A. MILLER

Sworn to and subscribed before
me this 30 day of July,
1988 by Richard A. Miller.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.