

33,06
Prepared by:
George P. Tubb
2900B NW 43rd Street
Gainesville, FL 32606

CIRCUIT COURT CLERK
J. K. "Buddy" Irbby
ALACHUA COUNTY, FL
Date 03/03/1998 15:56
Document ID 1518428
Book/Page 2155/ 2901

**SILVERLEAF OFFICE PARK
- A PLANNED UNIT DEVELOPMENT -
MASTER DECLARATION**

This declaration made this 2 day of March 1998,

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property located in Alachua County, Florida, to wit:

A parcel of land lying in Section 14, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at a found concrete monument (P.L.S. 509) marking the Northwest corner of said Section 14; thence run South 89 deg. 56 min. 34 sec. East, a distance of 150.00 feet to a point marking the intersection of the North line of said Section 14 and the East line of a 100.00 foot City of Gainesville utilities right-of-way; thence run South 00 deg. 08 min. 21 sec. West along said East right-of-way line, a distance of 1663.29 feet to the Point of Beginning; thence run South 89 deg. 57 min. 17 sec. East, a distance of 416.71 feet to the Westerly right-of-way line of Northwest 43rd Street; thence run South 33 deg. 02 min. 28 sec. West along said Westerly right-of-way line, a distance of 388.02 feet; thence run North 56 deg. 57 min. 32 sec. West along said Westerly right-of-way line, a distance of 5.00 feet; thence run South 33 deg. 02 min. 28 sec. West along said Westerly right-of-way line, a distance of 287.80 feet to the Point of curvature of a curve concave Southeasterly and having a radius of 1717.02 feet; thence run Southwesterly along the arc of said curve and said Westerly right-of-way line through a central angle of 02 deg. 54 min. 16 sec., an arc distance of 87.04 feet and a chord bearing and distance of South 31 deg. 35 min. 20 sec. West, 87.03 feet to an intersection with the East line of the aforementioned 100.00 foot utilities right-of-way; thence run North 00 deg. 08 min. 21 sec. East along said East line, a distance of 638.27 feet to the Point of Beginning.

and

WHEREAS, Declarant hereby declares that the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the land.

ARTICLE I. PROJECT OVERVIEW

The property will be developed as an office park with provisions for five office building sites or pads, together with streets, parking, project entrance signage, lighting, landscaping sprinkler systems and such other features including drainage and retention or detention areas as determined by Declarant, the Owners Association or as directed by applicable law or regulation.

All buildings on the property will be constructed on the sites. Title to the sites, or a portion thereof in the event a building is divided by a party wall will be conveyed to buyers. The common area will be all the property excluding the sites. The association will be responsible for routine maintenance of the common areas. The owner of each site will generally be responsible for both interior and exterior building maintenance and utility lines and equipment appurtenant to a particular site. Any portion of a site not actually covered by a building will ordinarily be regarded as part of the common area.

To the extent that any of the following provisions in these covenants conflict with any statement in this "overview", the following provisions shall control.

ARTICLE II. DEFINITIONS

"Association" shall mean and refer to SILVERLEAF OFFICE PARK ASSOCIATION, INC. a Florida non-profit corporation, its successors and assigns.

"Declarant" shall mean and refer to G. W. ROBINSON BUILDERS, INC., a Florida corporation, its successors and assigns.

"Common Area" shall mean and refer to the real property described on attached Exhibit "A" less the building sites.

"Common Area Expenses" shall mean and refer to the actual and projected costs of the Association.

"Member" shall mean and refer to the owner of a site.

"Owner" shall mean the record titleholder(s) of a site.

"Plan" shall refer to the plan for this development as approved by and on file with the City of Gainesville.

"Property" shall refer to all the real property described on the attached Exhibit "A".

"Site" shall refer to any or all of the buildings as actually constructed on the property and/or parcels upon which buildings are to be constructed.

"Site Improvements" shall mean and refer all improvements built or located on the site together with utility lines, roadways, walkways, which are appurtenant or primarily appurtenant to a particular site.

III. DEVELOPMENT AND MAINTENANCE

1. MAINTENANCE The association shall maintain all common areas, including improvements thereto and all landscaping and improvements and facilities within the common area which are not otherwise accepted for maintenance under applicable law. Maintenance of all utility lines to a site shall be the responsibility of the site owner notwithstanding such lines being located in the common area. Until such time as the certificate of occupancy is issued to the building on a site, the association may maintain the portion of the property surrounding that site at a lesser level than maintained at the property entrance, roadways and surrounding sites where certificates of occupancy have been issued.

2. INITIAL LANDSCAPING. It shall be the responsibility of Association to provide the initial landscaping, plant material and extension of sprinkler system to the area immediately surrounding a site upon completion of the building upon said site. The initial landscaping, plant material and extension of sprinkler system shall be determined by declarant.

2. INSURANCE The Association may acquire such insurance coverage as the Association determines desirable.

3. BUDGET The Association shall determine a budget for current operation of the Association and projected future needs and shall have the power to assess to obtain necessary funds to implement the budget.

4. ASSESSMENTS Annual assessments shall be paid in equal monthly increments paid monthly in advance on the first day of each month. The plan for the project contemplates that 5 buildings with a total of 21,860 square feet may be constructed on the property. All assessments shall be equal and based on the ratio of square footage owned by any owner (including declarant) to that contemplated total. At such time that all buildings have been completed the total shall be adjusted to reflect the total square footage of all buildings as constructed, and the ratio of each owner to the whole adjusted accordingly.

5. EASEMENT RIGHTS OF OWNERS Every Owner shall have a non-exclusive right and easement of enjoyment in and to the common areas, which shall be appurtenant to and pass with the title to any site. This right shall include ingress and egress by vehicle or pedestrians over the roadways, parking lots, parking in designated areas and walkways, utilization of utility lines and stormwater drainage subject to the following:

A. Right of the association to transfer any property owned by the association to Alachua County, or to any public authority or to any other entity qualifying for a conveyance from a not-for-profit corporation provided that no owner is deprived of ingress/egress or utilities.

B. Right of the association to adopt rules and regulations limiting, governing and temporarily suspending the use and enjoyment of the common areas.

C. Right of the association to levy assessments for the cost of maintaining, operating, repairing, creating reserves and further improving the common area and easements and the costs of insurance premiums and taxes.

D. Right of the association of access to all common areas and easements for ingress, egress, maintenance and repair, further improvement and supervision.

E. Right of a site owner to locate air-conditioning units (or other similar technologies) roadways, walkways, parking areas, utility lines in the common area.

6. **TITLE TO THE COMMON PROPERTY** Declarant shall convey the common area to the Association when four sites are sold to third parties. Declarant may elect to convey the common area to the association at any time prior to said event. Declarant shall not mortgage the common area except to the extent that any site owners' mortgagee shall have a lien against the easement rights of a site owner in the common area

ARTICLE IV. ASSESSMENTS

1. **LIEN FOR ASSESSMENTS** The owner of any site, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) Regular assessments or charges (2) special Assessments or charges. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the site and shall be a continuing lien against the site against which such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the owner(s) of the site assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien in the public records of Alachua County, Florida. Upon full payment of the total amount due, the association shall forward the party making payment a recordable satisfaction of such lien. Liens for assessments shall be foreclosed by suit in the name of the association in like manner as a foreclosure of a mortgage on real property.

2. **PURPOSE** The assessments levied by the association shall be used exclusively for payment of expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees, beautification and maintenance of improvements, taxes, insurance, performance of the duties of the Association as otherwise set forth in these covenants and for such other things necessary or desirable to promote the interests of the owners of the property subject to this declaration.

3. **ASSESSMENT SUBORDINATE TO CERTAIN MORTGAGES** The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage ("institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the property subject to assessments. Upon the sale or transfer of title to a site pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such institutional mortgage, the lien of the assessment shall be released and the person who acquires title to the property shall not be liable for the share of assessments which became due prior to such acquisition of title. Such unpaid assessment shall be deemed a common expense of the association, collectable from all site owners, including the person who acquired title to the site. All acquirers of title shall be fully responsible for all assessments that become due subsequent to the acquisition of the title to the property.

ARTICLE V. THE ASSOCIATION

1. **MEMBERSHIP** Every person or other legal entity who is an Owner shall be a MEMBER of the association by reason of such ownership.

2. **CLASSIFICATION OF MEMBERSHIP** The association shall have two classes of members

Class A. The Class A. members shall be all owners except the Declarant. A Class A member shall be entitled to one vote for each site owned. In the event that a site is divided by a party wall, each side of the site shall be deemed one-half of a site notwithstanding the fact that a party wall may not equally divide a building. Each side of a divided site shall have 1/2 vote. In no event shall more than one vote be cast per site.

Class B. The Class B member shall be the declarant. The declarant shall be entitled to 3 votes for each site of which he/it is the owner. Notwithstanding anything to the contrary, the Class B member shall have the right to elect a majority of the Board of Directors of the Association until the earlier of the following dates:

- a. 120 days after the date on which four of the sites have been conveyed to site purchasers, or
- b. Seven years, after the first site is conveyed to a site purchaser.

These limitations shall not affect the declarant's right, as a site owner, to vote in the manner of other site owners.

3. FEES FOR RECORD KEEPING The Association may impose reasonable fees for providing estoppel letters and changing the names of site owners upon transfers of title.

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

1. COMPOSITION AND TERM OF COMMITTEE. The Board of Directors of the Association shall serve as the Architectural Control Committee ("ACC") or shall appoint such committee. The terms of the committee shall be the same as the term of the board of directors.

2. APPROVAL REQUIRED FOR CONSTRUCTION AND MAINTENANCE. No construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the property, nor shall any addition to or change or alterations to the exterior or the color thereof nor shall any plant material be placed on any site or common area until sufficient plans and specifications and colors have been submitted to the ACC and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and environment and conformity with the design concept of the community by the ACC. Such approval or rejections shall be given within 30 days of a written submission of such plans. In the event any building, fence, wall mailbox or other improvement or structure shall be commenced, erected or moved or maintained (including change of color) upon the property, other than in accordance with this declaration, then the same shall be considered to have been undertaken in violation of this Declaration and upon written notice from the ACC such shall be removed or corrected. In the event that the correction is not completed within 15 days of notice of such violation delivered to the owner of the site where such violation exists, then the ACC as agent for the Association shall have the right to secure enforcement as provided in Article VIII hereof.

4. DUTY OF OWNER TO MAINTAIN IMPROVEMENTS. All owners shall maintain any building and other improvements, keeping the same in a condition comparable to the condition of such building and other improvements at the time of its initial construction, excepting only normal wear and tear. If they do not, after thirty days notice mailed regular mail to the last known address of owner, then the ACC may enter upon the site and do all things necessary to maintain same to the standard here described. In such event, the Owner of the site, upon demand, shall pay the ACC an amount equal to all direct and indirect costs that shall be at least that which is commonly charged commercially for such services as a charge hereunder.

5. RIGHT OF ACCESS. The ACC, its agents, employees, contractors, successors and assigns shall have the right to enter upon any site at any reasonable time to determine compliance with this or other provision of these covenants and to perform the powers granted the ACC and an easement is expressly granted for such purpose. Nothing here shall give the ACC the right to enter a lawfully occupied building.

6. CUMULATIVE ENFORCEMENT RIGHTS. The ACC shall have the enforcement rights provided in this Article together with the rights set for in Article VII.

7. RULES AND REGULATIONS The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval.

ARTICLE VII. RESTRICTIVE COVENANTS

1. No site shall be re-divided or subdivided or party wall constructed unless approved by the ACC.

2. No part of the property, or any improvements erected or placed thereon shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises.

3. No animals or pets of any kind shall be kept upon said property.
4. Unless approved by the ACC, no outside antennae of any type including, but not limited to satellite dishes shall be maintained or constructed on any site or common area.
5. The keeping or storing of any recreational vehicle, including a pickup camper, mobile home or travel trailer, or any boat, house boat or boat trailer on the common area is prohibited.
6. No vehicle or trailer shall be parked, stored or otherwise left on any unpaved area.
7. No advertising signage of any nature or kind shall be located on the property except as approved by the ACC.

ARTICLE VIII. AMENDMENTS

As long as Declarant owns more than one building site, the Declarant reserves the right to amend this Declaration providing the amendment is reasonable in nature and does not destroy the general scheme or plan of development. In addition, the owners of four of the five building sites may amend this Declaration providing the amendment is reasonable in nature and does not destroy the general scheme or plan of development. No change or amendment shall abridge any rights existing in any mortgage holder by virtue of paragraph 3. of Article IV.

ARTICLE IX. REMEDIES FOR VIOLATIONS

If any person, corporation or other legal entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, the ACC, the Association to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions or to maintain a action in any court of competent jurisdiction against those so violating such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. Any failure to enforce or to attempt to enforce any authority here contained shall not be deemed a waiver of the right to enforce the same thereafter. In the event that Declarant, the ACC, the Association, or an owner shall prevail in any proceedings brought hereunder, the prevailing party shall be entitled to costs and a reasonable attorney fee, including fees on appeal.

ARTICLE X. PARTY WALL

1. GENERAL RULES OF LAW TO APPLY. Subject to other restrictions in this declaration, a building site may be divided into two units by use of a party wall placed on the dividing line between the two units. In such event each unit or portion of a building site affected shall be subject to and together with an easement in said party wall, said easement to be appurtenant to each unit. To the extent not inconsistent with the provisions of this Article, the general rules of law in the State of Florida regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

2. SHARING OF REPAIR AND MAINTENANCE COSTS. The cost of reasonable repair and maintenance of the party wall shall be shared equally by the Owners of the two units on either side of the building.

3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If the party wall is destroyed or damaged by fire or other casualty or by physical deterioration, either Owner may restore it, and shall have an easement over the adjoining Unit for purposes of making such restoration. Whenever it is necessary to enter the adjacent unit for the purposes described in this Article, the owner of the adjacent unit shall permit the other unit owner or their representatives to enter a unit for such purposes, provided that such entry shall be made only at reasonable time and with reasonable advance notice. The owner of any unit for whose benefit the other unit is entered shall be responsible and liable to the Owner of such entered unit to leave the unit in the same condition it was in prior to such entry. The Owner of the other unit shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of either Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

4. WEATHERPROOFING. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act, causes the party wall to be exposed to the elements or excessive heat or cold shall bear

the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damage caused by such exposure.

5. **RIGHT TO CONTRIBUTION RUNS WITH THE LAND.** The right of either Owner to contribution from the other Owner under this Article shall be appurtenant to the unit and shall pass to such Owner's successors in title, shall constitute a lien upon the land until paid, and shall run with the land and bind the parties and their heirs and successors in title.

6. **ARBITRATION.** In the event of any dispute arising concerning the party wall, or the cost of maintenance or repair thereof, or otherwise under the provisions of this Article, each Owner shall choose one arbitrator and such two arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, or if the two arbitrators cannot agree on a third, the same may be appointed by any judge of the court of competent jurisdiction in Alachua County, Florida. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

7. **ENCROACHMENT.** If any portions of either Unit shall actually encroach upon the other unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Unit to the extent of such encroachment so long as the same shall exist. Each party wall shall be subject to an easement of support for adjoining units subject to payment of costs as provided herein.

8. **CONSTRUCTION LIENS.** Each Owner of a Unit agrees to indemnify and hold harmless the Owner of the adjoining Unit for any construction liens arising from work done or material supplied to make repairs or replacements for which the first-mentioned owner is responsible.

9. **COMMON ROOF.** In the event that the party wall has been constructed in such a manner so that a common roof exists over the entire improvement (i.e., there is no fire wall extending above the roof line thus separating the roof line over each unit), such roof is hereby declared to be a common roof. The term "common roof" shall also mean the entire roof of the building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures. The provisions of Sections 2, 3, 4, 5 and 6 of this addendum pertaining to the Party Wall shall apply in the same manner to the common roof as if each provision were set out here in full substituting the term "Common Roof" for "Party Wall". To the extent not inconsistent with the provisions of this Article, the general rules of law in the State of Florida regarding common roofs and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10. **LIMITATION ON LIEN RIGHTS.** Any lien right arising under this article shall be subject to and subordinate to certain mortgages as provided in set forth in Article IV of this declaration.

ARTICLE XI. MISCELLANEOUS

1. **WAIVER OF PARTITION** There shall be no judicial partition of the common area, nor shall declarant or any owner or any other person, acquiring any interest seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any site owned in cotenancy.

2. **INVALIDATION** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. **DURATION** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of 30 years from the date hereof, and thereafter shall continue automatically in effect for additional periods of 10 years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision sites.

4. **SECTION HEADINGS** The section headings contained are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

5. **CONSTRUCTION AND INTERPRETATION** Whenever the context requires or permits the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

6. DETERMINATION OF COMMON AREA AND BUILDING SITES It is contemplated that the exact location of the building sites will be more particularly described when buildings are constructed and/or sites conveyed out of the developer. Until all sites have been conveyed out (or located by survey of completed buildings) the exact location of the common areas cannot be delineated. In the event of an initial conveyance by the developer to any third party other than the owner's association, the property therein conveyed shall not be considered common area as described or otherwise created by this declaration. Until the exact common area is delineated, the common area shall generally be deemed to include at least all of the paved surfaces on the property and all property between a building site and the nearest paved area.

7. AMENDMENTS As long as Declarant owns more than one building site, the Declarant reserves the right to amend this Declaration providing the amendment is reasonable in nature and does not destroy the general scheme or plan of development. In addition, the owners of four of the five building sites may amend this Declaration providing the amendment is reasonable in nature and does not destroy the general scheme or plan of development.

Signed, sealed & delivered in our presence:

Lesley Goble
LESLEY GOBLE
printed name of witness
George F. Tubb
George F. Tubb
printed name of witness

G. W. ROBINSON BUILDERS, INC.
By [Signature]
G. W. ROBINSON, President

State of Florida, County of Alachua
The foregoing instrument was acknowledged before me this 2 day of March by G. W. Robinson, President of G. W. ROBINSON BUILDERS, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

[Signature]
Notary Public



JOINDER OF KATE M. ROBINSON

Kate M. Robinson, as owner of a portion of the property, hereby joins in and consents to the above declarations, easements and restrictions.

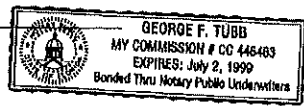
Signed, sealed & delivered in our presence:

Lesley Goble
LESLEY GOBLE
printed name of witness
George F. Tubb
George F. Tubb
printed name of witness

Kate M. Robinson
Kate M. Robinson

State of Florida, County of Alachua
The foregoing instrument was acknowledged before me this 2 day of March, 1998 by KATE M. ROBINSON who is (or are) personally known to me or who has produced _____ as identification.

[Signature]
Notary Public



Record and Return to: Kelley D. Jones, P.A.
2750 N.W. 43rd St., Suite 201
Gainesville, Florida 32606

Rec: 28.50
Doc: _____
Int: _____
Tot: 28.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1835756 6 PGS

2002 MAY 10 04:08 PM BK 2448 PG 1329

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#093236

DECLARATION OF DUPLEX OFFICE COVENANTS

Page 1

*This instrument prepared by:
Frank P. Saier, Esquire
Scruggs & Carmichael, P. A.
4041 NW 37th Place, Suite B
Gainesville, FL 32606*

DECLARATION OF DUPLEX OFFICE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Dudley D. Birder, Jr. and Carla M. Kimps, husband and wife**, being the sole owners of real property located in Alachua County, Florida, and more particularly described as follows:

LEGAL DESCRIPTION LABELED EXHIBIT "A" ATTACHED
HERETO AND BY REFERENCE INCORPORATED HEREIN

makes the following Declaration of Duplex Office Covenants and, in doing so, declares that both Parcel 1 and Parcel 2 described above as Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions and covenants, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of the real property described above.

WITNESSETH:

WHEREAS, the owner has purchased a previously constructed a duplex office upon the real property in accordance with all building codes, ordinances, and regulations, and is now in the process of selling one of said offices by deed of a duplex lot to a third party; and

WHEREAS, the real property is subject to all of the terms, conditions, covenants, easements, reservations, assessments, regulations, and other matters contained within the Master Declaration of **Silverleaf Office Park**, Declaration of Covenants, Conditions and Restrictions of record in O. R. Book 2155, at Page 2901, et seq., Public Records of Alachua County, Florida, which said Declaration provides for the operation and maintenance of the real property in every respect except for the herein provided for duplex covenants;

NOW, THEREFORE, the following easements, restrictions, covenants and conditions are hereby impressed upon the title to the real property described above to run with the title to the real property as aforesaid:

1. Each of the owners of the two duplex lots to be created out of the real property shall in every respect

DECLARATION OF DUPLEX OFFICE COVENANTS

Page 2

- keep all of the terms, covenants, and conditions of the said Master Declaration of Silverleaf Office Park.
2. The ownership of the larger of the two duplex lots to be created out of the real property described in Exhibit "A", identified as Parcel 2, shall timely pay 59.29%, and the ownership of the smaller of the two duplex lots referred to as Parcel 1 to be created out of the real property shall timely pay 40.71 %, of all assessments of every type assessed against the real property referred to as Exhibit "A" attached hereto.
 3. In the event that the Alachua County Property Tax Appraiser declines to separately assess each of the two duplex lots to be created out of the real property for ad valorem and/or tangible personal property taxes and assessments, then the ownership of each of the duplex lots shall pay the same percentage as contributed to the Owners Association assessment as set forth in Paragraph 2 above of all ad valorem taxes and assessments levied each year prior to November 25 each year, as well as all of the tangible personal property taxes attributable to and assessed against the tangible property contained within the particular duplex lot prior to November 25 each year. If such contribution to taxes and assessments is not timely paid by one or the other lots resulting in loss of discount for early payment, then the entire loss of discount shall be charged to the defaulting lot.
 4. In the event that the ownership of the two duplex lots to be created out of the real property does not cooperate and jointly insure the duplex office for casualty, comprehensive public liability, and extended coverages, then the owner(s) of each of the duplex lots shall at all times keep the improvements to their lot insured for their full insurable value adding thereto comprehensive and extended coverages in such sums reasonable for the Gainesville area, and timely pay the premiums therefore, and provide proof to the owner(s) of the other duplex lot of current coverages and premium payment at all times. Each ownership shall name the other ownership as an additional insured on its coverages.
 5. A joint non-exclusive easement to reasonably maintain the common wall and the continuous shared roof, and for ingress and egress over, under and across those portions of each of the duplex lots to be created out of the real property that are defined as "Restricted Common Areas" by the Master Declaration of Silverleaf Office Park, is hereby created and reserved to inure to the benefit of, and be an easement appurtenant to, and to pass with the title to the other lot.
 6. The fireproof wall that extends to the bottom of the continuous shared roof, and any connecting door(s) that may be constructed in the future to penetrate such wall, placed upon the dividing line between the two duplex lots to be created out of the real property, is hereby declared to be and

DECLARATION OF DUPLEX OFFICE COVENANTS

Page 3

constitute a party wall; and, to the extent not inconsistent with the terms hereof, the general rules of law regarding the joint use and maintenance of shared roofs and party walls, and liability for property damage thereto due to negligence or willful acts or omissions, shall apply thereto.

7. The cost of reasonable repair and maintenance of the party wall shall be equally shared with the ownership of each of the two duplex lots timely paying one-half of all reasonable maintenance costs; and, the cost of reasonable repair and maintenance of the continuous shared roof shall be paid in the same percentage as contributed to the Owners Association assessment as set forth in Paragraph 2 above.
8. If the continuous shared roof and party wall is destroyed or damaged by fire or other casualty, either ownership that has use of the wall and roof may restore it, and if the other ownership thereafter makes use of the wall and roof, they shall contribute to the cost of ownership restoration thereof in proportion to such use without prejudice, however, to the right of any such ownership to call for a larger contribution from the other ownership under any rule of law regarding liability for negligent or willful acts or omissions.
9. Notwithstanding any other provision contained herein, if an ownership by negligent or willful act causes the party wall or continuous shared roof to be exposed to the elements, that ownership shall bear the whole cost of furnishing the necessary protection and repair against such elements.
10. The right of either ownership to contribution from the other ownership hereunder shall be appurtenant to the land and shall pass to such ownerships' successors in title or be chargeable against the other ownerships' successors in title.
11. In the event of any dispute arising concerning the continuous shared roof or party wall, the ownership of each of the duplex lots to be created out of the real property shall within 10 days after written notice that a dispute exists appoint a single arbitrator, and the two arbitrators shall within 10 days thereafter appoint a third arbitrator, and the board of arbitrators shall within 30 days thereafter render by majority vote its written decision which shall be binding under the Statutes of the State of Florida and assign liability for the costs of arbitration between the two ownerships.
12. In the event that any sum of money required to be paid hereunder by the ownership of either of the two duplex lots to be created out of the real property is not paid within 10 days after the due date of such sum, then the ownership of the other duplex lot may pay such sum and shall thereafter have a claim for the sum paid together with interest thereon and the cost of collection incident thereto, as herein provided, thereupon becoming a continuing lien on the title to the other lot which shall be binding upon the then owner(s) of the other lot, their heirs, personal representatives, successors and

DECLARATION OF DUPLEX OFFICE COVENANTS

Page 4

assigns. The personal obligation of the ownership to pay such indebtedness, however, shall remain their personal obligation and shall not pass to their successors in title unless expressly assumed by them.

If the indebtedness for such expenses is not paid within 30 days after the date of written demand, the indebtedness shall bear interest from the demand date at the highest rate then allowed by law, and the ownership that has paid may bring an action at law against the other ownership personally obligated to pay the same or may record a claim of lien against the duplex lot on which the indebtedness is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such indebtedness attorney's fees and costs of preparing and filing the claim of lien and the Complaint in such action; and, in the event a Judgment is obtained, such Judgment shall include interest on the indebtedness as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action; and, the ownership that has paid shall be entitled to attorneys' fees in connection with any appeal of any such action.

The lien of indebtedness provided for in this Paragraph 12 shall be subordinate to the lien of any first mortgage made to any party made for a fair market consideration. A sale or transfer of the duplex lot shall not affect the indebtedness lien; however, the sale or transfer pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the indebtedness lien as to payment which became due more than six months before such sale or transfer. No sale or transfer shall relieve the duplex lot from liability for any indebtedness thereafter becoming due or from the lien thereon.

13. These covenants are to run with the title to the two duplex lots to be created out of the real property and shall be binding on all parties owning an interest therein, and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time these covenants shall be extended automatically for successive periods of ten years; unless an instrument signed by all of the then owners of the two duplex lots has been recorded agreeing to change the covenants in whole or in part.
14. Enforcement of these covenants shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, which said remedies shall be cumulative. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of their attorneys.
15. Invalidation of any one of the covenants by Judgment or Court Order in no wise shall affect any of

DECLARATION OF DUPLEX OFFICE COVENANTS

Page 5

the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this 23rd day of April, 2002, at Gainesville, Florida.

Signed, sealed and delivered in our presence as witnesses:

SILVERLEAF OFFICE PARK

[Signature]
Witness
Maith Morrow
Printed Name of Witness

BY: [Signature]
Print Name: Carl Robbins
Title: President

[Signature]
Witness
Coert J. M.
Printed Name of Witness

[Signature]
Witness
Kelley D. Jones
Printed Name of Witness

[Signature]
DUDLEY D. BIRDER

[Signature]
Witness
PENNY J. SAIER
Printed Name of Witness

[Signature]
CARLA M. KIMPS

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 2 day of April, 2002, by Carl Robbins, the President of Silverleaf Office Park, who personally appeared before me and who is not personally known to me or who has provided _____ as identification and who executed the above instrument for and on behalf of Silverleaf Office Park.

(NOTARY STAMP OR SEAL)


Notary Public, State of Florida
My Commission Expires: Tubb
COMMISSION # CC832069 EXPIRES
July 2, 2003
TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of April, 2002, by Dudley D. Birder and Carla M. Kimps, who personally appeared before me and who are personally known to me or who have provided _____ as identification.

(NOTARY STAMP OR SEAL)

[Signature]
Notary Public, State of Florida
My Commission Expires:

 Kelley Daniel Jones
My Commission CC961998
Expires August 20, 2004

LEGAL DESCRIPTION (BUILDING 4) - SILVERLEAF OFFICE PARK):

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A FOUND CONCRETE MONUMENT (PLS NO. 509) MARKING THE NORTHWEST CORNER OF SAID SECTION 14; THENCE RUN SOUTH 89 DEG. 56 MIN. 34 SEC. EAST, A DISTANCE OF 150.00 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 14 AND THE EAST LINE OF A 100.00 FOOT CITY OF GAINESVILLE UTILITIES RIGHT-OF-WAY; THENCE RUN SOUTH 00 DEG. 08 MIN. 21 SEC. WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1663.29 FEET TO A CONCRETE MONUMENT (PLS NO. 3524); THENCE RUN SOUTH 89 DEG. 57 MIN. 17 SEC. EAST ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1675, PAGE 546 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 8.00 FEET; THENCE RUN SOUTH 00 DEG. 02 MIN. 43 SEC. WEST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEG. 51 MIN. 39 SEC. EAST, A DISTANCE OF 88.80 FEET; THENCE RUN SOUTH 00 DEG. 08 MIN. 21 SEC. WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89 DEG. 51 MIN. 39 SEC. WEST, A DISTANCE OF 8.41 FEET; THENCE RUN SOUTH 00 DEG. 08 MIN. 21 SEC. WEST, A DISTANCE OF 3.50 FEET; THENCE RUN NORTH 89 DEG. 51 MIN. 39 SEC. WEST, A DISTANCE OF 71.63 FEET; THENCE RUN NORTH 00 DEG. 08 MIN. 21 SEC. EAST, A DISTANCE OF 3.50 FEET; THENCE RUN NORTH 89 DEG. 51 MIN. 39 SEC. WEST, A DISTANCE OF 8.76 FEET; THENCE RUN NORTH 00 DEG. 08 MIN. 21 SEC. EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.