

EXHIBIT "C"

BYLAWS OF ASSOCIATION

**BYLAWS  
OF  
SEVILLA AT WORLD COMMERCE HOMEOWNER'S ASSOCIATION, INC.  
A Corporation Not for Profit  
Under the Laws of the State of Florida**

**1  
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Covenants and Restrictions for **SEVILLA AT WORLD COMMERCE HOMEOWNERS' ASSOCIATION, INC.**

**BOOKS AND PAPERS**

1.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**2  
MEMBERSHIP**

2.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

2.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**3  
BOARD OF DIRECTORS**

3.1 After Turnover, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

3.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

3.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members,

provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

3.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

3.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

3.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

3.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

3.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

3.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

#### 4 OFFICERS

4.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

4.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

4.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

4.4 The officers of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

## 5 MEETINGS OF MEMBERS

5.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

5.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

5.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set

forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

5.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

5.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

5.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

5.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

## 6 AMENDMENTS

6.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these Bylaws and the Articles of Incorporation as long as the Declarant or its affiliates owns any Lot or Unit governed by the Association without the consent of the Members or the Board.

6.2 In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

6.3 So long as there is a Class B Membership, all amendments to the Bylaws shall be approved by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA").

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**OFFICIAL RECORDS**

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
  - (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address

of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;

- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

## 8

### **BOOKS AND PAPERS: FISCAL YEAR; MINUTES: BUDGETS: FINANCIAL REPORTS**

8.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

8.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

8.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

8.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

8.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of

the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 12<sup>th</sup> day of April, 2005.

Susan D. Wood  
\_\_\_\_\_, President

India Spem  
\_\_\_\_\_, Secretary

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**EXHIBIT "D"**

**FUTURE DEVELOPMENT PROPERTY**

Any real property lying adjacent to and contiguous to the Property as defined in Section 2.1 of the Declaration and any other real property Declarant shall elect to subject to this Declaration.

**EXHIBIT "E"**  
**TO**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
WORLD COMMERCE RESIDENTIAL**

1. The Common Property and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables' or, any other similar objects shall be stored therein except in areas (if any) specifically designated for such purpose by the Board.

2. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Property or private lawns may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

4. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit or Lot

5. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit or Lot suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

6. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

7. No hunting or use of firearms shall be permitted anywhere within the Property.

8. No Owner may alter in any way any portion of the Common Property, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Property, except as to gas cylinders permitted under a supplemental declaration, if any.

10. No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the Association and is installed in accordance with any guidelines established in such regard by the Association.

11. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions

of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

Notwithstanding anything herein contained to the contrary, these rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

EXHIBIT "F"

AMENITY PARCEL

WORLD COMMERCE CENTER PARK (PARCEL THREE)

A PART OF GOVERNMENT LOTS 1 AND 8, THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A CONCRETE MONUMENT LOCATED AT THE NORTHWEST CORNER OF GOVERNMENT LOT 10; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION LINE BETWEEN SAID GOVERNMENT LOT 7 AND SAID GOVERNMENT LOT 10, A DISTANCE OF 371.01 FEET TO A POINT LYING IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT OF WAY OF VARYING WIDTH); THENCE SOUTH 50°37'11" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 47.05 FEET; THENCE SOUTH 43°33'09" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 295.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, THE FOLLOWING FIVE (5) COURSES: COURSE NO. 1) SOUTH 80°54'57" EAST, A DISTANCE OF 1099.10 FEET; COURSE NO. 2) NORTH 19°15'10" EAST, A DISTANCE OF 137.84 FEET; COURSE NO. 3) SOUTH 72°07'40" EAST, A DISTANCE OF 888.05 FEET; COURSE NO. 4) SOUTH 80°54'57" EAST, A DISTANCE OF 2473.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,318.80 FEET; COURSE NO. 5) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1368.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°37'41" EAST, AND A CHORD DISTANCE OF 1368.55 FEET A POINT ON SAID CURVE; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG PRESERVATION AREA NO. 5, THE FOLLOWING TWENTY (20) COURSES; COURSE NO. 1) NORTH 13°08'09" EAST, A DISTANCE OF 138.68 FEET; COURSE NO. 2) NORTH 27°45'43" WEST, A DISTANCE OF 75.13 FEET; COURSE NO. 3) NORTH 01°24'52" EAST, A DISTANCE OF 109.59 FEET; COURSE NO. 4) NORTH 75°46'42" WEST, A DISTANCE OF 106.93 FEET; COURSE NO. 5) NORTH 24°01'11" WEST, A DISTANCE OF 51.26 FEET; COURSE NO. 6) NORTH 16°04'49" EAST, A DISTANCE OF 350.27 FEET; COURSE NO. 7) NORTH 20°25'36" EAST, A DISTANCE OF 52.52 FEET; COURSE NO. 8) NORTH 46°40'27" WEST, A DISTANCE OF 58.54 FEET; COURSE NO. 9) NORTH 27°11'20" EAST, A DISTANCE OF 38.65 FEET; COURSE NO. 10) NORTH 22°27'14" WEST, A DISTANCE OF 35.18 FEET; COURSE NO. 11) NORTH 49°48'32" EAST, A DISTANCE OF 50.84 FEET; COURSE NO. 12) NORTH 33°24'34" WEST, A DISTANCE OF 34.69 FEET; COURSE NO. 13) NORTH 59°03'57" WEST, A DISTANCE OF 24.21 FEET; COURSE NO. 14) NORTH 17°08'53" WEST, A DISTANCE OF 62.01 FEET; COURSE NO. 15) NORTH 18°54'14" EAST, A DISTANCE OF 51.66 FEET; COURSE NO. 16) NORTH 09°06'33" WEST, A DISTANCE OF

75.56 FEET; COURSE NO. 17) NORTH 04°30'01" WEST, A DISTANCE OF 105.11 FEET; COURSE NO. 18) NORTH 00°11'01" WEST, A DISTANCE OF 71.10 FEET; COURSE NO. 19) NORTH 47°16'11" WEST, A DISTANCE OF 72.59 FEET; COURSE NO. 20) NORTH 61°24'26" WEST, A DISTANCE OF 46.39 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 212.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 162.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°27'28" WEST AND A CHORD DISTANCE OF 158.20 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°10'21" EAST, A DISTANCE OF 83.69 FEET; THENCE NORTH 32°43'33" WEST, A DISTANCE OF 41.14 FEET; THENCE NORTH 42°33'23" WEST, A DISTANCE OF 16.57 FEET; THENCE NORTH 19°28'33" EAST, A DISTANCE OF 126.37 FEET; THENCE SOUTH 70°31'26" EAST, A DISTANCE OF 19.31 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 775.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°31'50" EAST, AND A CHORD DISTANCE OF 200.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°58'31" EAST, A DISTANCE OF 470.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'00" EAST, AND A CHORD DISTANCE OF 14.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°53'29" EAST, A DISTANCE OF 260.69 FEET; THENCE NORTH 18°44'06" WEST, A DISTANCE OF 2.01 FEET; THENCE NORTH 18°36'10" EAST, A DISTANCE OF 88.78 FEET; THENCE NORTH 18°36'12" EAST, A DISTANCE OF 56.63 FEET; THENCE NORTH 20°21'45" EAST, A DISTANCE OF 96.52 FEET; THENCE NORTH 22°21'52" EAST, A DISTANCE OF 35.20 FEET; THENCE NORTH 03°02'34" EAST, A DISTANCE OF 39.26 FEET; THENCE NORTH 14°23'41" EAST, A DISTANCE OF 54.86 FEET; THENCE NORTH 87°21'05" EAST, A DISTANCE OF 42.41 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 251.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°26'09" EAST, AND A CHORD DISTANCE OF 249.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°31'15" EAST, A DISTANCE OF 258.42 FEET TO THE POINT OF CURVE, OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°14'14" EAST, AND A CHORD DISTANCE OF 84.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°57'13" EAST, A DISTANCE OF 134.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY, ALONG

THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°13'22" EAST, AND A CHORD DISTANCE OF 26.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°29'31" EAST, A DISTANCE OF 187.82 FEET; THENCE NORTH 06°56'56" EAST, A DISTANCE OF 65.91 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°12'45" EAST, AND A CHORD DISTANCE OF 98.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°28'34" EAST, A DISTANCE OF 68.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°10'19" EAST, AND A CHORD DISTANCE OF 73.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°52'03" EAST, A DISTANCE OF 76.57 FEET; THENCE NORTH 52°01'58" EAST, A DISTANCE OF 4.81 FEET; THENCE NORTH 19°28'33" EAST, A DISTANCE OF 483.90 FEET TO A POINT ON THE SOUTHWESTERLY 75.00 FOOT FPL EASEMENT BOUNDARY LINE; THENCE SOUTH 73°05'32" EAST, ALONG SAID FPL EASEMENT BOUNDARY LINE, A DISTANCE OF 186.74 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID FPL EASEMENT BOUNDARY LINE NORTH 01°19'57" EAST, A DISTANCE OF 109.36 FEET; THENCE NORTH 43°43'37" EAST, A DISTANCE OF 29.66 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF WORLD COMMERCE PARKWAY, A VARIABLE RIGHT-OF-WAY AS PROPOSED AND A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 785.00 FEET; THENCE NORTHEASTERLY ALONG SAID PROPOSED SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°31'15" EAST AND A CHORD DISTANCE OF 66.12 FEET TO A POINT ON SAID CURVE; THENCE NORTH 84°35'28" EAST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 78.51 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF CURVE, AN ARC DISTANCE OF 164.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°31'43" EAST AND A CHORD DISTANCE OF 164.23 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 82°02'37" EAST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 118.37 FEET; THENCE SOUTH 44°43'40" EAST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 302.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 760.00 FEET; THENCE SOUTHEASTERLY, ALONG A PROPOSED RIGHT-OF-WAY LINE IN WORLD COMMERCE CENTER AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.03 FEET, SAID ARC BEING SUBTENDED BY A

CHORD BEARING OF SOUTH 46°43'35" EAST AND A CHORD DISTANCE OF 53.02 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 41°16'30" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 50°14'03" EAST, A DISTANCE OF 42.12 FEET; THENCE NORTH 38°15'29" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON SAID PROPOSED RIGHT-OF-WAY LINE AND POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 760.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°22'44" EAST AND A CHORD DISTANCE OF 280.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°00'55" EAST, CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 137.97 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 19°31'58" WEST, A DISTANCE OF 74.10 FEET TO A POINT ON SAID SOUTHWESTERLY FPL EASEMENT BOUNDARY LINE; THENCE NORTH 73°05'32" WEST, ALONG SAID FPL EASEMENT BOUNDARY LINE, A DISTANCE OF 1123.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.50 ACRES MORE OR LESS.