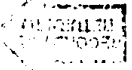


Ret → Klein



FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("First Amendment") is made as of the 28 day of July, 1993, by AUSTIN LAND COMPANY, a Florida Corporation (hereinafter referred to as "Declarant"), and KASH N' KARRY FOOD STORES, INC., a Delaware corporation (hereinafter referred to as "Kash n' Karry").

RECITALS

WHEREAS, Declarant made that certain Declaration of Restrictions and Grant of Easements dated as of February 7, 1992, with respect to certain real property situate in Marion County, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), which was recorded in Official Records Book 1852, Page 187, et seq. of the Public Records of Marion County, Florida (the "Declaration"); and

WHEREAS, on August 3, 1992, Declarant sold that certain portion of the Property that is legally described on Exhibit AA attached hereto and made a part hereof, to Kash n' Karry; and

WHEREAS, Declarant and Kash n' Karry as the sole owners of the Property, desire to modify and amend the Declaration as hereinafter set forth as permitted by Section 4, page 9, of the Declaration.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed by the parties as follows:

1. Recitals. All of the foregoing recitals contained in this First Amendment are true and correct and are made a part hereof as if set forth herein in full.

2. Exhibit B. Exhibit B to the Declaration, which is recorded at Official Records Book 1852, page 199 of the Public Records of Marion County, Florida, is hereby deleted in its entirety, and the plot plan set forth in the Exhibit B attached hereto and made a part hereof is hereby inserted in its stead.

3. Phases.

(a) The following sentence shall be added in Section 1 of the Preliminary section on page 1 of the Declaration:

The Shopping Center shall be developed in two (2) phases to be known as Phase I and Phase II. Phase II of the Shopping Center is the real property identified as such on Exhibit B hereto, and that is legally described on Exhibit D attached hereto and made a part hereof.

(b) Exhibit D attached hereto shall be added as Exhibit D of the Declaration.

Prepared by and return to:

Denise E. Jackson, Esquire
Barnett, Bolt, Kirkwood & Long, P.A.
601 Bayshore Boulevard
Suite 700
Tampa, Florida 33606

BK 1915PS 1179

BY *Denise E. Jackson*
93-051211
DC

RECORDED & RECORD
VERIFIED
MARION COUNTY, FL
93 JUL 28 PM 2:39

(c) Section 1 on page 2 of the Declaration shall be deleted in its entirety, and the following section shall be insert in its stead:

1. The Shopping Center is divided into two categories of use that are hereinafter referred to as the "Building Area" and the "Common Area." The Building Area and Common Area of Phase I of the Shopping Center is delineated on the plot plan that is attached hereto as Exhibit B. All areas permitted for construction or use for commercial purposes will be referred to as the "Building Area," and shall include sales areas, storage areas, office areas, and employee facilities, and shall exclude truck ramps, loading and delivery areas. "Common Area" refers to the sidewalks, service drives, parking aisles, driveways, streets, parking areas, and landscaped areas, those areas within the Shopping Center that are open to the public generally, and all other areas except those areas that are occupied from time to time by building structures and permitted appurtenances. The Common Area of Phase I of the Shopping Center shall be developed substantially as shown on said Exhibit B. The Common Area shall not be used for any other purpose than the parking of motor vehicles and their ingress and egress, the ingress and egress of pedestrians, the installation and maintenance of traffic directional signs, the installation and maintenance of water drainage systems and structures, water mains, sewers, and utility conducts or lines in accordance with the easement established below and other matters or purposes depicted on the plot plan attached as Exhibit B hereto.

(d) The first clause of the first sentence of Section 2(a) on page 2 of the Declaration shall be revised to read as follows:

No building or structure of any kind shall be erected on any portion of Phase I of the Shopping Center except upon those portions designated as "Building Area" on Exhibit B hereto;

(e) The phrase "as provided in Exhibit B" shall be deleted from Shopping Center Easements, Sections 1 and 2, on page 4 of the Declaration.

4. Signage. The last sentence on page 2 of the Declaration shall be revised to state:

With respect to the pylon sign tower(s) to be erected within the Shopping Center, as more particularly described on Exhibit C, attached hereto and made a part hereof, the owner or the tenant of the Building Area shown as cross-hatched on Exhibit B hereto shall have the right to install its sign panel in a priority position on the tower(s).

5. Exhibit C. Attached hereto is Exhibit C, which is to be added to the Declaration.

6. Manager. The first, second and third unnumbered full paragraphs on page 7 of the Declaration are hereby deleted and the following paragraphs in inserted in their stead:

4. If the Declarant transfers the remainder of Phase I of the Shopping Center (the Phase I real property less and except the real property transferred to Kash ' Karry), the succeeding owner shall expressly assume the Manager's obligations under this Declaration. The new Manager shall be responsible for providing written notice of such transfer to each owner of a parcel in the

BK 194 SFC 1180

Shopping Center within thirty (30) days after such transfer.

5. If the Manager shall fail to so maintain the Common Area as provided in Section 3 hereof or to provide the insurance as provided in Section 3, then any other owner of a parcel in the Shopping Center may do so after thirty (30) days prior written notice to the Manager, during which period the Manager fails to cure such matter, and the curing owner may then bill the Manager for the expense incurred. If the Manager fails to pay said bill within fifteen (15) days after receipt, the curing owner may, at its option, elect to deduct such amount from the succeeding statement(s) of amounts owed by the curing owner pursuant to Section 3 hereof, or the curing owner may elect to file a lien on the parcel owned by the Manager for the expenses so incurred, less the curing owner's proportionate share of such expenses, which amount shall bear interest at the rate of eighteen percent (18%) per annum until paid.

6. In the event the Manager fails to perform its duties as set forth herein and such failure to perform continues for thirty (30) days following the Manager's receipt of written notice of such default from any owner of a parcel in the Shopping Center, the owners, excluding the Manager, may select a new Manager in accordance with the procedures set forth in Section 7 below.

7. If the owners desire to replace the Manager for failure to perform its duties hereunder, the owners of the parcels in the Shopping Center, excluding the Manager, shall vote to select a new Manager of the Common Area of the Shopping Center. Such Manager shall be an owner of a parcel in the Shopping Center. In selecting the new Manager, each owner excluding the Manager, shall have a percentage vote equal to its proportionate ownership interest in the Shopping Center. The proportionate ownership interest of each owner shall for this purpose be determined by dividing the total ground floor area of all buildings located on each owner's parcel in the Shopping Center by the total ground floor area of all buildings in the Shopping Center, excluding from the Shopping Center the parcel owned by the previous Manager. The owner selected in this manner shall, in a recordable instrument, expressly assume the position of Manager. Such takeover by the new Manager shall not relieve the previous manager of its obligation to pay any sums due pursuant to this Declaration that are outstanding at the time of its replacement, or that may become due in the future. Any and all sums payable to the previous manager by any owner of a parcel for such owner's pro rata share of Common Area maintenance costs, together with the right to enforce payment of and to collect the same, shall stand assigned to such new Manager. The new Manager shall be responsible for providing written notice of its selection as manager to each owner of a parcel in the Shopping Center within thirty (30) days of such designation. The new Manager shall thereafter perform, or cause to be performed, such maintenance and operation of the Common Area throughout the remainder of the term of this Declaration, unless replaced as provided in this Section.

7. Additions. The following Sections shall be added to page 11 of the Declaration:

11. ESTOPPEL CERTIFICATES. Each owner of a parcel in the Shopping Center shall, from time to time upon not less than twenty (20) days notice from another owner of

BK 1915 PG 1181

a parcel in the Shopping Center, execute and deliver to such owner a certificate in recordable form stating that this Declaration is unmodified and in full force and effect or, if modified, that this Declaration is in full force and effect, as modified, and stating the modifications and stating whether or not, to the best of the owner's knowledge, the owner requesting the certificate is in default in any respect under this Declaration, and if in default; specifying such default.

12. NOTICES. All notices, demands, and other communications required or permitted by this Declaration must be in writing and, unless receipt is expressly required, will be deemed delivered or made, as the case may be, when mailed by express mail, certified or registered mail, return receipt requested, with sufficient postage affixed, and addressed as follows:

AUSTIN LAND COMPANY
P.O. Box 49297
Jacksonville Beach, Florida 32240-9297

KASH N' KARRY FOOD STORES, INC.
P.O. Box 11675
Tampa, Florida 33680

Such address may be changed by notice pursuant to this Section 13, but notice of change of address is effective upon receipt only.

13. ATTORNEYS' FEES. In the event it shall become necessary for an owner of a parcel in the Shopping Center to institute any legal action or proceeding of any nature for the enforcement of this Declaration, or any of the provisions hereof, or as a result of any alleged breach thereof, or for a declaration of rights and duties hereunder, or as a result of a bankruptcy proceeding involving an owner of a parcel, the prevailing party shall be reimbursed by the nonprevailing party for all court costs and attorneys' fees, incurred, including, but not limited to attorneys' fees and court costs at the trial and appellate court levels and those incurred in any bankruptcy proceeding.

8. Ratification. The Declaration and all of the terms and provisions thereof, as modified by this First Amendment, are hereby ratified, approved and confirmed as being in full force and effect.

9. Successors and Assigns. This First Amendment shall be

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binding and its benefits and advantages shall inure to the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed this First Amendment.

BK 1945FC1183

Signed in the presence of:

AUSTIN LAND COMPANY, a Florida corporation

Harvey R. Klein
Print Name Harvey R. Klein
Sharon Grimm
Print Name Sharon Grimm

By: Jerry Austin
Jerry Austin, as its President

Margo Brandon
Print Name MARGO BRANDOW
Carlan Isaacs
Print Name CARLAN ISAACS
Margo Brandon
Print Name MARGO BRANDOW
Carlan Isaacs
Print Name CARLAN ISAACS

KASH N' KARRY FOOD STORES, INC., a Delaware corporation
By: Ronald Sarrett
Its: VICE PRESIDENT

By: R.P. Springer
Its: EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Macon

The foregoing instrument was acknowledged before me this 29 day of July, 1993, by Jerry Austin, as President of AUSTIN LAND COMPANY, a Florida corporation, on behalf of the corporation. He [is personally known to me], ~~or [has produced~~ (type of identification) as identification [STRIKE ONE].

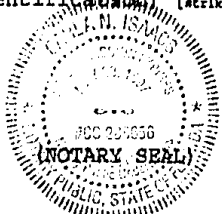
Harvey R. Klein
(print name)
NOTARY PUBLIC, State of Florida
at Large

{Seal}

My Commission Expires:  HARVEY R. KLEIN
MY COMMISSION EXPIRES
May 5, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of July, 1993, by RONALD SARBETT as VICE PRESIDENT of KASH N' KARRY FOOD STORES, INC., a Delaware corporation, on behalf of the corporation. He or she [is personally known to me] or [has produced _____ as identification] [~~strike one~~].

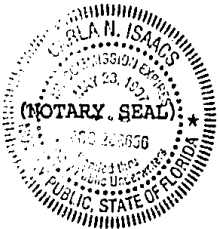


Carlan N. Isaacs
Name: CARLAN ISAACS
Notary Public, State of
Florida at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of July, 1993, by R.P. SPRINGER as EXECUTIVE VICE PRESIDENT of KASH N' KARRY FOOD STORES, INC., a Delaware corporation, on behalf of the corporation. He or she [is personally known to me] or [has produced _____ as identification] [~~strike one~~].



Carlan N. Isaacs
Name: CARLAN ISAACS
Notary Public, State of
Florida at Large

My commission expires:

BK 1945PG 1184

EXHIBIT
A

**PARENT TRACT
DESCRIPTION**

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 CORNER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE S.89°59'57"E. ALONG THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 100.00 FEET; THENCE N.00°05'11"E., 100 FEET DISTANT FROM AND PARALLEL TO THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION, 168.89 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE N.00°05'11"E. ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 301 & 441 (A 200 FOOT RIGHT OF WAY) 960.88 FEET; THENCE N.89°41'24"E. A DISTANCE OF 1044.40 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S.00°06'23"W. ALONG SAID BOUNDARY 1085.44 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 326 (A 100.00 FOOT RIGHT OF WAY); THENCE N.89°59'57"W. 50.00 FEET DISTANT FROM AND PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION, 913.66 FEET; THENCE N.47°35'18"W. 176.28 FEET TO THE POINT OF BEGINNING. EXCEPT THE EAST 340.00 FEET OF THE SOUTH 306.24 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 22 EAST. ABOVE DESCRIBED PARCEL BEING SITUATE IN MARION COUNTY, FLORIDA AND CONTAINING 23.77 ACRES MORE OR LESS.

BK 1945 PG 185

Exhibit AA

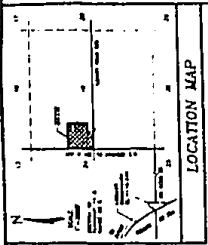
KASH N' KARRY PARCEL

Commence at the Southwest corner of the Northwest 1/4 of Section 19, Township 14 South, Range 22 East, Marion County, Florida: Thence N. 00° 05' 11" E. along the West boundary of said section and the centerline of U.S. Highway No. 441/301 (200' wide), a distance of 663 feet to the North boundary of the South 1/2 of the SW 1/4 of the NW 1/4 of said Section 19; thence East along said North boundary, 100.00 feet to a point on the East right-of-way of U.S. Highway No. 441/301 (200' wide) and the Point of Beginning; thence departing from said right-of-way and continuing East along said North boundary, 445.38 feet; thence S. 00° 05' 11" W., 18.37 feet; thence S. 89° 54' 49" E., 60.00 feet; thence N. 00° 05' 11" E., 18.54 feet; thence N. 89° 55' 23" E., 210.17 feet; thence S. 00° 05' 11" W., 272.64 feet; thence N. 89° 54' 49" W., 270.15 feet; thence S. 00° 05' 11" W., 7.48 feet; thence N. 89° 54' 49" W., 445.41 feet; to the aforementioned East right-of-way of U.S. Highway No. 441/301; thence N. 00° 05' 11" E., along said right-of-way a distance of 278.08 feet to the Point of Beginning.

BK 1945 PG 1186

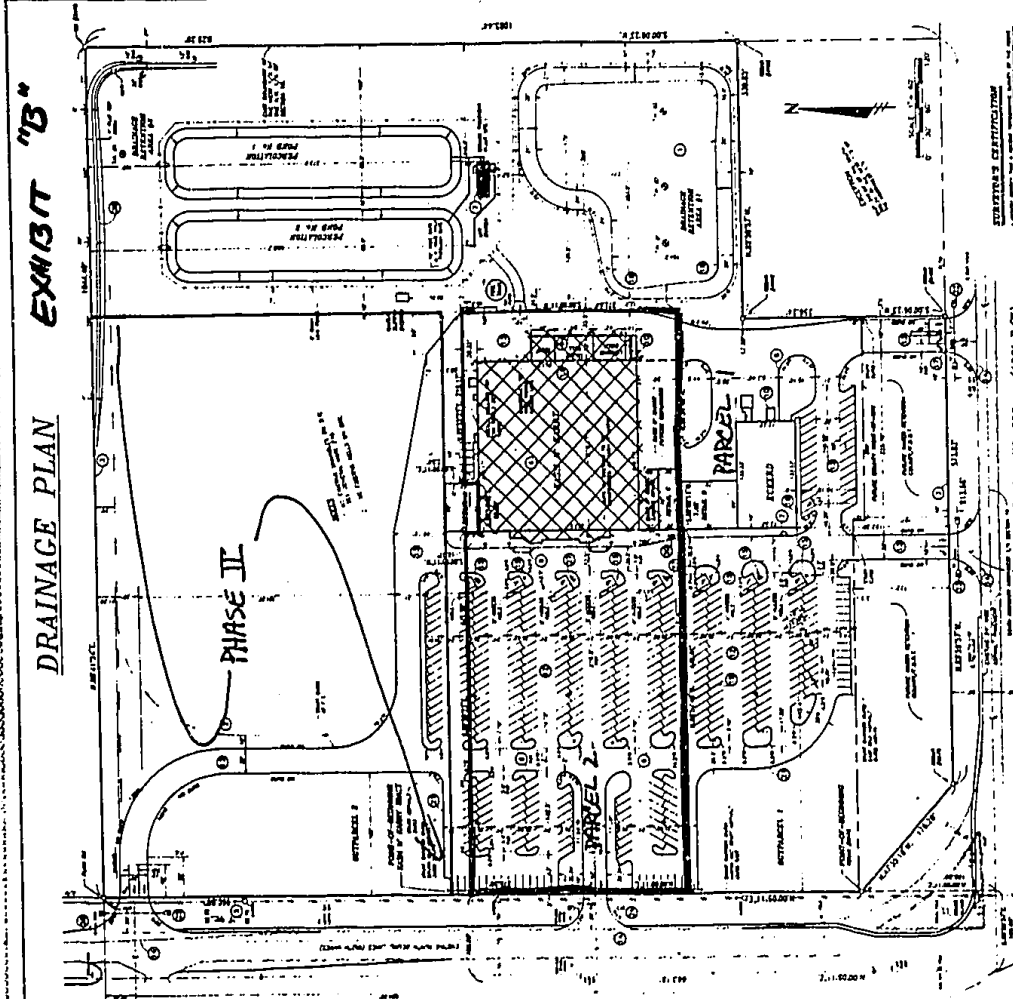
LONDON ENGINEERING & ASSOCIATES, INC.
 311 E. 30th Avenue, Suite "2"
 Ocala, Florida 32070 (904) 894-1200

Ocala Springs Shopping Center
 LAYOUT PLAN



ACQUISITION (PLANNED TRACT)
RESERVATION (PLANNED TRACT)
SETBACK AREA
SETBACK REQUIREMENT
SETBACK CERTIFICATION
ENGINEER'S CERTIFICATION

GENERAL NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA ELECTRICAL CODE.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 5. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.



DRAINAGE PLAN EXHIBIT "B"

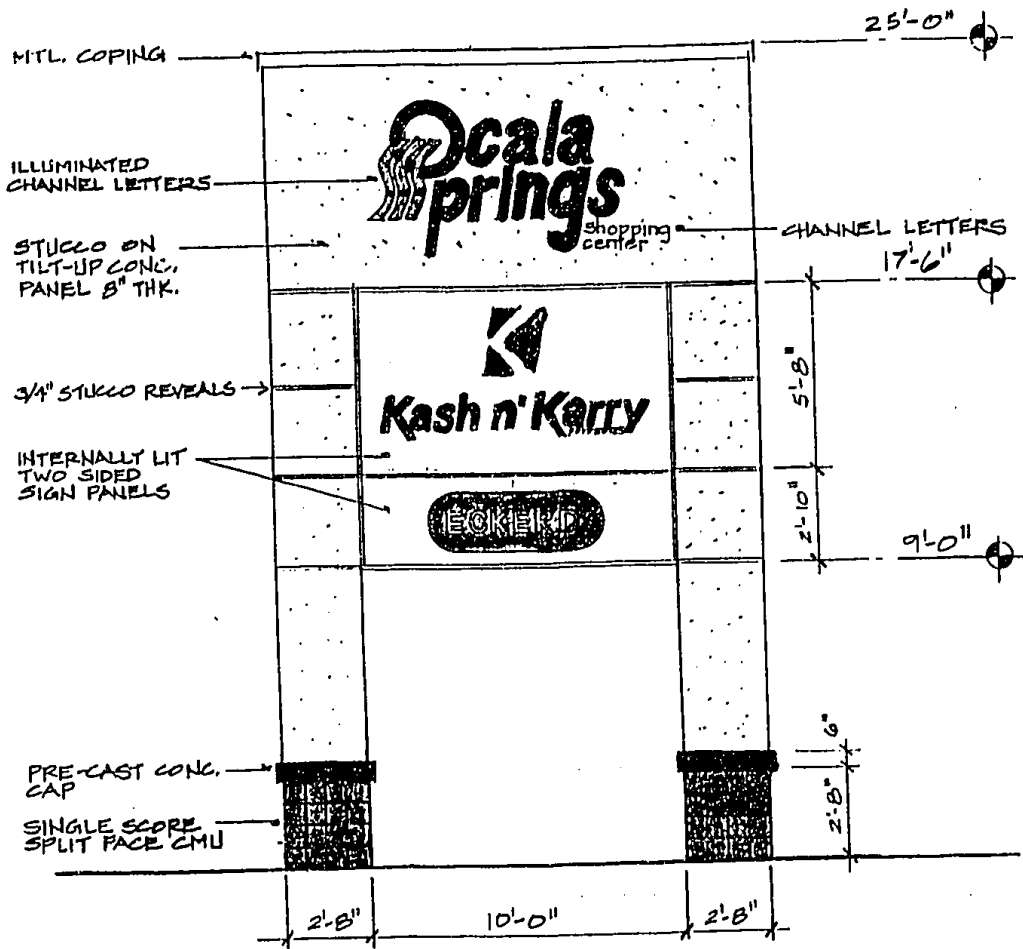
GENERAL NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA ELECTRICAL CODE.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 5. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.

CONSTRUCTION NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE LATEST EDITIONS OF THE FLORIDA ELECTRICAL CODE.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.
 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED DEVELOPMENT.
 5. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF TRANSPORTATION.

BR 1945PG1187
 (S.F. 100) SITE NO. 100
 COUNTY ROAD

U.S. HIGHWAY NO. 301 & 441 (200' N/W)

Exhibit "C"

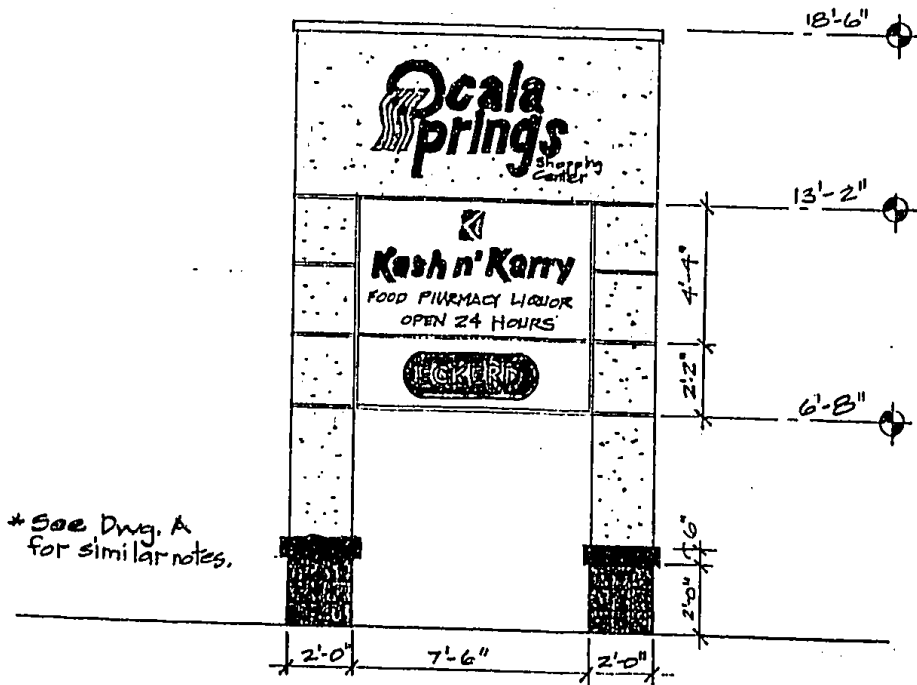


US. 301 PYLON SIGN
 TITLE
 9273.00 PROJECT NO. Ocala Springs Shopping PROJECT NAME

A
 DRAWING NO.
 SHEET OF
 12/11/92 DATE

Exhibit "C"

BK 1945 PG 189



COUNTY ROAD 326 PYLON SIGN
 TITLE
 9273.00 PROJECT NO.
 PROJECT NAME - Ocala Springs Shopping Center

B
 DRAWING NO.
 SHEET OF
 12/11/92
 DATE

ArchitecturePlus International 2709 Rocky Point Drive, Suite 201, Tampa, Florida 33607

Exhibit D

[Legal Description of Phase II parcel]

North 1/2 of SW 1/4 of NW 1/4 of Section 19, Township 14 South, Range 22 East, EXCEPT State Road 25-A Right of Way. LESS ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT: The South 1/2 of the South 20 acres of the North 40 acres of the West 1/2 of the NW 1/4 of Section 19, Township 14 South, Range 22 East, except the West 100.00 feet thereof for road. All being in Marion County, Florida, and being more particularly described as follows: Commencing at the NW corner of Section 19, Township 14 South, Range 22 East, thence South along the West boundary of said Section 19, a distance of 1141.29 feet; thence N. 09°35'59" E. 100 feet to a point on the East right of way line of U.S. Highways 441 and 301 (200 feet wide), said point being the Point of Beginning for the following description: From the Point of Beginning thus described, continue N. 09°35'59" E. 1044.50 feet to the East boundary of the West 1/2 of the NW 1/4 of the aforesaid Section 19, thence S. 00°01'36" W. along said boundary, 380.44 feet to the SE corner of the North 40 acres of the West 1/2 of the NW 1/4 of said Section 19, thence S. 09°35'59" W. along the South boundary thereof 1044.33 feet to the aforesaid East right of way line of U.S. Highways 441 and 301; thence North along said right of way line 380.43 feet to the Point of Beginning.

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