

Upland Buffers. This conservation easement is granted as a condition of permit # 40-089-83223-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions. Declarant and the Association (hereinafter collectively referred to as "Grantor" desire to preserve the Required Upland Buffers in its natural condition in perpetuity. Pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Required Upland Buffers of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Required Upland Buffers, and will warrant and defend the same against the lawful claims of all persons whomsoever.

(a) Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

(b) Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground,

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing or destroying trees, shrubs, or other vegetation except as provided in Subsection (v) below.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition. Notwithstanding the foregoing sentence, Grantor is authorized to maintain the Property as specifically authorized by the Permit, including the removal of any noxious or exotic invasive plant species and dead trees as authorized by the Permit or as otherwise approved in writing by the Grantee.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) Reserved Rights. Grantor reserves unto itself, and its successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement .

(d) Rights Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(i) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(ii) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

(e) Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

(f) Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any

damage or injury to person or personal property which may occur on the Property. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, except, subject to Section 768.28, Florida Statutes (2002).

(g) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control including, without limitation fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

(h) Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official records of Nassau County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

(i) Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

Signatures appear on next page.

IN WITNESS WHEREOF, the Developer has caused this Third Amendment to the Declaration to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name > Pamela E Lloyd
[Signature]
Print Name > Shari D. Usher


Pointe Cartesian, L.L.C.,
a Florida limited liability company

By: [Signature]
Kenneth P. Kuester, Its Managing Member

"DEVELOPER"
Address: 2175 West 18th Street
Jacksonville, Florida 32209

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 2005 by Kenneth P. Kuester, Managing Member of Pointe Cartesian, L.L.C. a Florida limited liability company, on behalf of the entity, who is () personally known to me or () who has produced a Florida Driver License as identification.

 Pamela E Lloyd
My Commission DD052667
Expires October 02, 2005

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

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name > Pamela E Lloyd
[Signature]
Print Name > Shari D. Usher


**Cartesian Pointe Property
Owners Association, Inc.,**
a Florida not-for-profit corporation

By: [Signature]
Its President

"DEVELOPER"
Address: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of August, 2005 by Kenneth P. Kuester, of Cartesian Pointe Property Owners Association, Inc. a Florida corporation, on behalf of the corporation, who is () personally known to me or () who has produced a Florida Driver License as identification.

 Pamela E Lloyd
My Commission DD052667
Expires October 02, 2005

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

CONSENT AND JOINDER OF MORTGAGEE

Fairfield Financial Services, Inc. ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Nassau County, Florida in Official Records Book 1056 at Page 73. Mortgagee joins in this Third Amendment to Declaration of Covenants and Restrictions for Cartesian Pointe dated AUGUST 2ND, 2005, to evidence its consent and joinder to the provisions hereof, and its intent that any security interests it may have be subordinated hereto. Mortgagee hereby agrees that any such security interests are subordinate and inferior to this Declaration.

Signed, sealed and delivered
in the presence of:

Kathleen P. Daniels
[Signature]

STATE OF GEORGIA
COUNTY OF BIBB

Fairfield Financial Services, Inc.
a Georgia corporation

By: [Signature]

Its

Paul W. Williams
Executive Vice President

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2005, by PAUL W. WILLIAMS, the EVP of Fairfield Financial Services, Inc., a Georgia corporation, on behalf of the bank. He/She [CHECK ONE] is personally known to me or has proven to me on the basis of satisfactory evidence to be the person who executed this instrument.

[Signature]
(Print Name)

ALLISON L. GATES

Notary Public, State of Georgia, Houston County, Georgia
My Commission Expires August 30, 2005