

SUPPLEMENTAL AGREEMENT TO DECLARATION OF PERPETUAL EASEMENT
FOR INGRESS, EGRESS, PARKING, AND UTILITIES

THIS AGREEMENT is made this 6th day of October, 1988,
by Ronald Elinoff and Richard Leibowitz, who are referred to
in this instrument as "Declarants".

FOR VALUE RECEIVED, Declarants agree as follows:

1. Declaration of Perpetual Easement for Ingress, Egress, Parking and Utilities ("Declaration"). The Declaration was made on April 22, 1987, and recorded in Official Records Volume 6334, Page 441 of the current public records of Duval County, Florida, as a part of the development of Mandarin Professional Complex, an office condominium ("Condominium").
2. Condominium. The Condominium has been created by the Declaration of Condominium recorded under Clerk's No. 88-4538 of said current public records.
3. Purpose of This Agreement. In order to satisfy the requirements of purchasers and/or their lenders, this Agreement is being made to modify some of the rights and duties of Declarants under the Declaration.
4. Limitations on Parking. The parking easement created in 4C at Page 442 is hereby limited to preclude any temporary or permanent parking use which obstructs the ingress and egress for the Condominium.
5. Restoration After Utility Work. The owner of the lands benefited by the utility easements in 4D at Page 442 shall have the affirmative duty to restore to its prior condition any of the condominium property that is injured by utilization of such easements.
6. Effect of this Agreement. This Agreement is binding upon Declarants and all parties claiming by, through, or under them to the fee simple title for the lands benefitted by the easements for parking and utilities described above. As well, it is an equitable servitude running with the title to those lands. Additionally, the beneficiaries of this Agreement are all present and future owners and mortgagees of any part of the Condominium. Any of those beneficiaries and the association for the condominium may enforce the Agreement.
7. Law and Remedies. This Agreement is to be construed and enforced according to the laws of the State of Florida. All rights and remedies are available. Personal jurisdiction and venue shall lie with the appropriate State court in Duval County, Florida. The prevailing party(ies) shall be entitled to recover costs and attorneys' fees.

EXECUTED in several counterparts, each of which, shall act as an original.

Audrey D. Henry
Witness

Ronald Elinoff
Ronald Elinoff

W. B. Ryan, Jr.
Witness

Richard Leibowitz
Richard Leibowitz

Audrey D. Henry
Witness

W. B. Ryan, Jr.
Witness

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this 6th day of October,
1988 by Ronald Elinoff.

My commission expires
(Seal) 3/14/92

WBR
William Benedict
Notary Public

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me this 6th day of October,
1988 by Richard Leibowitz.

My commission expires:
(Seal) 3/14/92

WBR
William Benedict
Notary Public

88-105385
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FILED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
HENRY W. COOK
CLERK OF CIRCUIT COURT