

RP1404R0263

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ASHLER FOREST

THIS DECLARATION, is made and executed this 21st day of
November, 1989, by DENNETT I. RAINEY and GEORGE R. LANGFORD, JR.,
hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property located
in Leon County, Florida, and more particularly described in
Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described in Exhibit "A" attached hereto shall be held,
sold and conveyed subject to the following easements, restric-
tions, covenants and conditions, which are for the purpose of
protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any
right, title or interest in the described property or any part
thereof, their heirs, successors and assigns, and shall inure to
the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer
Forest Homeowner's Association, Inc., its successor and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any lot which is a part of the properties, including contract
sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property described in Exhibit "A" attached hereto, and such
additions thereto as may hereafter be brought within the
jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property
(including the improvements thereto) owned by the Association for
the common use and enjoyment of the owners. The Common Area which
will be owned by the Association at the time of the conveyance of
the first lot consists of that property described and depicted in

The instrument of:
SONYA R. DAVIS
Post Office Box 159107
Tallahassee, Florida 32317-3521

Composite Exhibit "B" attached hereto and by reference made a part M1404P10264

hereof. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the numbered lots described in Exhibit "C" attached hereto and by reference made a part hereof.

Section 6. "Declarant" shall mean and refer to Dennett I. Rainey and George R. Langford, Jr., and their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be apportioned to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common

Area and facilities to the members of his family, his tenants or
contract purchasers who reside on the property. 1404P0265

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to

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be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and No/100 Dollars (\$120.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in

whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under

Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly or quarterly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as to the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days

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after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V. EASEMENTS

Section 1. Easement for Ingress, Egress and Utility Purposes. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owner, their grantees, heirs and successors in interest, for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described and depicted in Composite Exhibit "D" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this

ereement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain. The City of Tallahassee shall not be responsible for utility trench lines or trench line failure.

If ingress or egress to any lot is through the Common Area, any conveyance or encumbrance of such area shall be subject to the lot Owner's easement for ingress and egress.

Section 2. Utility Easement. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of each Owner of a dwelling unit within a building containing attached dwelling units a non-exclusive easement over, across and under the lots on which such building is located for the installation, maintenance, replacement and repair of utility lines including electricity, telephone, gas, water, sewer and cable television. In the event of any installation, replacement or repair, the party making such installation or repair shall restore the property to the condition existing immediately prior to such installation and repair. The said easement shall not extend over, through or under any portion of the building unless the building is constructed with utility service to one side of the building with the utility lines and facilities running through the attic area of the building. In such event, an easement shall exist for the maintenance, repair and replacement of such utility lines in the manner as originally constructed. In the event any utility line or facility is damaged or destroyed by the act or omission of an Owner, such Owner shall repair or replace such line or facility at his sole cost and expense and restore all the property to the condition existing immediately prior to such repair or replacement.

Section 3. Easement for Encroachments. The Declarant hereby reserves, excepts, imposes, grants and creates a perpetual easement to and on behalf of the Declarant and each Owner for encroachments created during the initial construction by the Declarant of permanent improvements to the lots. Such easements

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shall extend to and cover encroachments of the party walls and portions of buildings, driveways and walkways.

ARTICLE VI.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII.

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than attached single-family dwellings.

ARTICLE VIII.

SUBDIVISION OF LOT

No lot shall be re-subdivided.

ARTICLE IX. PARTY

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots

shall constitute a part wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X. EXTERIOR MAINTENANCE

In the event an Owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors,

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shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE XI. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XII. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE XIII. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet to advertise the property for sale or lease.

ARTICLE XIV. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, provided, however, dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XV.

RADIO AND TELEVISION ANTENNA

No exterior radio, television or satellite-dish antenna may be installed on any portion of the properties unless such installation and the size, color and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

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ARTICLE XVII

GARAGE AND REFUSE DISPOSAL

No lot shall be used, maintained or allowed to become a dumping ground for scrap, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any lot or other part of the properties and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVIII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The Board of Directors of the Association or the Architectural Control Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XIX. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in

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equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. 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.

Section 3. Annexation. Additional residential property and common areas may be annexed to the properties with the consent of two-thirds (2/3) of each class of members; and additional lands within the lands described in Exhibit "E" attached hereto and by reference made a part hereof may be annexed by the Declarant without the consent of any members within five (5) years from the date this Declaration is recorded. Any such annexation shall subject said lands to those covenants, conditions and restrictions, and the Owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the lots described in this Declaration.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or

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guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHERE, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

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WITNESSES:

Sally Adams
Don H. Puckney
Steve Bond
Sally Adams

Denney I. Rainey
George R. Langford, Jr.

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DENNEY I. RAINEY, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of November, 1989.

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEORGE R. LANGFORD, JR., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of November, 1989.

Sally Adams
NOTARY PUBLIC
MY COMMISSION EXPIRES 08/31/90
Notary Public, State of Florida
By Commission Expires 08/31, 1990
Notary Public, State of Florida

Commence at the Southeast corner of the East Half of the Northwest Quarter of Section 30, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 943.14 feet to an old concrete monument for the POINT OF BEGINNING. Said concrete monument being at the Northeast corner of Terrace Park, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 134 of the Public Records of Leon County, Florida, and on the West Boundary of Berton Hills, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 80 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run thence West along the North boundary of said Terrace Park 318.61 feet to an old concrete monument on the East Right of Way Boundary of Terrace Street, thence North along said East Right of Way Boundary 60.00 feet to the North Right of Way Boundary of 8th Street, thence West along said North Right of Way Boundary 136.83 feet to the East Right of Way Boundary of Terrace Street continued, thence North along said Easterly Right of Way Boundary 195.75 feet, thence East 202.00 feet, thence South 19.80 feet, thence East 44.88 feet, thence South 41.58 feet, thence East 208.56 feet to the aforementioned West Boundary of Berton Hills, thence South along said West Boundary 194.37 feet to the POINT OF BEGINNING, containing 2.17 acres, more or less.

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“EXHIBIT A”

J. E. MATTHEWS, INC.
Professional Land Surveyor
1471 Timberlane Road, Suite 111
Tallahassee, Florida 32317
(904) 688-1653

NOVEMBER 4, 1989

COMMON AREA EASEMENT (ASHLYN FOREST UNRECORDED)

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3, PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS.. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80 OF THE LEON COUNTY PUBLIC RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 105.00 FEET TO THE POINT OF BEGINNING.. FROM SAID POINT OF BEGINNING THENCE WEST 292.60 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 01 SECONDS WEST 15.85 FEET; THENCE SOUTH 15.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST 138.93 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST 70.07 ; THENCE EAST 453.42 FEET TO SAID WEST BOUNDARY; THENCE SOUTH 00 DEGREES 02 MINUTES 05 SECONDS WEST 25.00 TO THE POINT OF BEGINNING; CONTAINING 0.471 ACRE, MORE OR LESS.

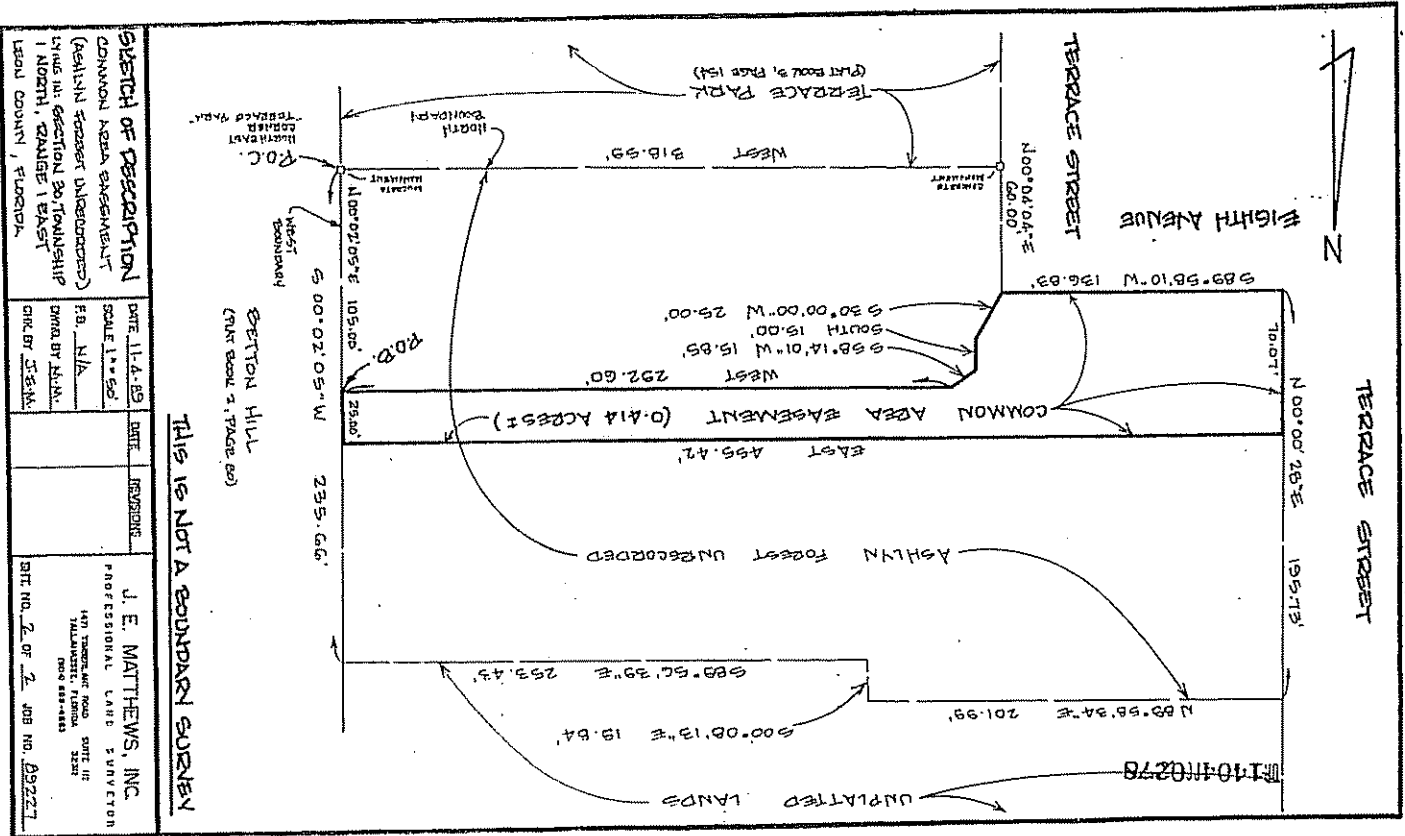


1 OF 2

COMPOSITE
"EXHIBIT B"

Page 1 of 2

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THIS IS NOT A SOUNDPLAN SURVEY

DATE		REVISIONS
DATE 11.4.89		
SCALE 1" = 50'	FB. N/A	
DRAWN BY M.A.M.		
CHK. BY J.E.M.		
DATE NO. 2 OF 2		JOB NO. 09227

SKETCH OF DESCRIPTION
COMMON AREA EASEMENT
(PARTIAL EASEMENT UNDERGROUND)
LYING IN SECTION 30, TOWNSHIP
1 NORTH, RANGE 1 EAST
LEON COUNTY, FLORIDA

J. E. MATTHEWS, INC.
PROFESSIONAL LAND SURVEYOR
147 TAMMING ROAD SUITE 102
TALLAHASSEE, FLORIDA 32301
(904) 888-4483

Lot 1
Lot 2
Lot 3
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ASHLYN FOREST

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“EXHIBIT C”

J. E. MATTHEWS, INC.

Professional Land Surveyor

1411 Timberlane Road, Suite 112
Tallahassee, Florida 32312
(904) 668-6655

NOVEMBER 4, 1989

DRAINAGE AND UTILITY EASEMENT (ASHLYN FOREST UNRECORDED)

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3, PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80, OF THE LEON COUNTY PUBLIC RECORDS. FROM SAID POINT OF BEGINNING THENCE WEST ALONG THE NORTH BOUNDARY OF TERRACE PARK 318.59 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY BOUNDARY OF TERRACE STREET; THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY BOUNDARY 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY BOUNDARY OF EIGHTH AVENUE; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY 136.83 FEET TO A POINT ON THE EAST RIGHT-OF-WAY BOUNDARY OF TERRACE STREET; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY BOUNDARY 195.73 FEET; LEAVING SAID EAST RIGHT-OF-WAY BOUNDARY THENCE NORTH 89 DEGREES 58 MINUTES 34 SECONDS EAST 201.99 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS EAST 19.84 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 39 SECONDS EAST 233.43 FEET TO A POINT ON THE WEST BOUNDARY OF BETTON HILL; THENCE SOUTH 00 DEGREES 02 MINUTES 05 SECONDS WEST ALONG SAID WEST BOUNDARY 235.66 FEET TO THE POINT OF BEGINNING; CONTAINING 2.369 ACRES, MORE OR LESS.

LESS AND EXCEPT

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3, PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80 OF THE LEON COUNTY PUBLIC RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 28.00 FEET; LEAVING SAID WEST BOUNDARY THENCE WEST 19.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE WEST 272.00 FEET; THENCE NORTH 72.00 FEET; THENCE EAST 254.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 25.46 FEET; THENCE SOUTH 54.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.446 ACRE, MORE OR LESS.

LESS AND EXCEPT

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3, PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80 OF THE LEON COUNTY PUBLIC RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 135.00 FEET; LEAVING SAID WEST BOUNDARY THENCE WEST 36.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING

COMPOSITE

EXHIBIT D

CONTINUE WEST 160.00 FEET; THENCE NORTH 72.00 FEET; THENCE EAST 182.00 FEET; THENCE SOUTH 56.00 FEET; THENCE WEST 6.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 22.63 FEET TO THE POINT OF BEGINNING; CONTAINING 0.296 ACRE, MORE OR LESS.

LESS AND EXCEPT AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3 PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80 OF THE LEON COUNTY PUBLIC RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 135.00 FEET; LEAVING SAID WEST BOUNDARY THENCE WEST 224.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE WEST 212.00 FEET; THENCE NORTH 72.00 FEET; THENCE EAST 212.00 FEET; THENCE SOUTH 72.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.350 ACRE, MORE OR LESS.

TOTAL AREA OF DRAINAGE AND UTILITY EASEMENT, LESS THE EXCEPTIONS, IS 1.277 ACRES, MORE OR LESS.

John E. Matthews
JOHN E. MATTHEWS, PLAT
FLORIDA REGISTRATION



0814049R0281

J. E. MATTHEWS, INC.

Professional Land Surveyor

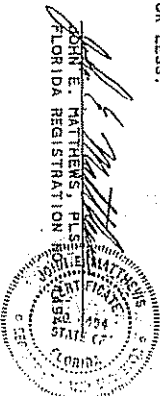
1471 Timberlane Road Suite 111
Tallahassee, Florida 32312
(904) 688-4855

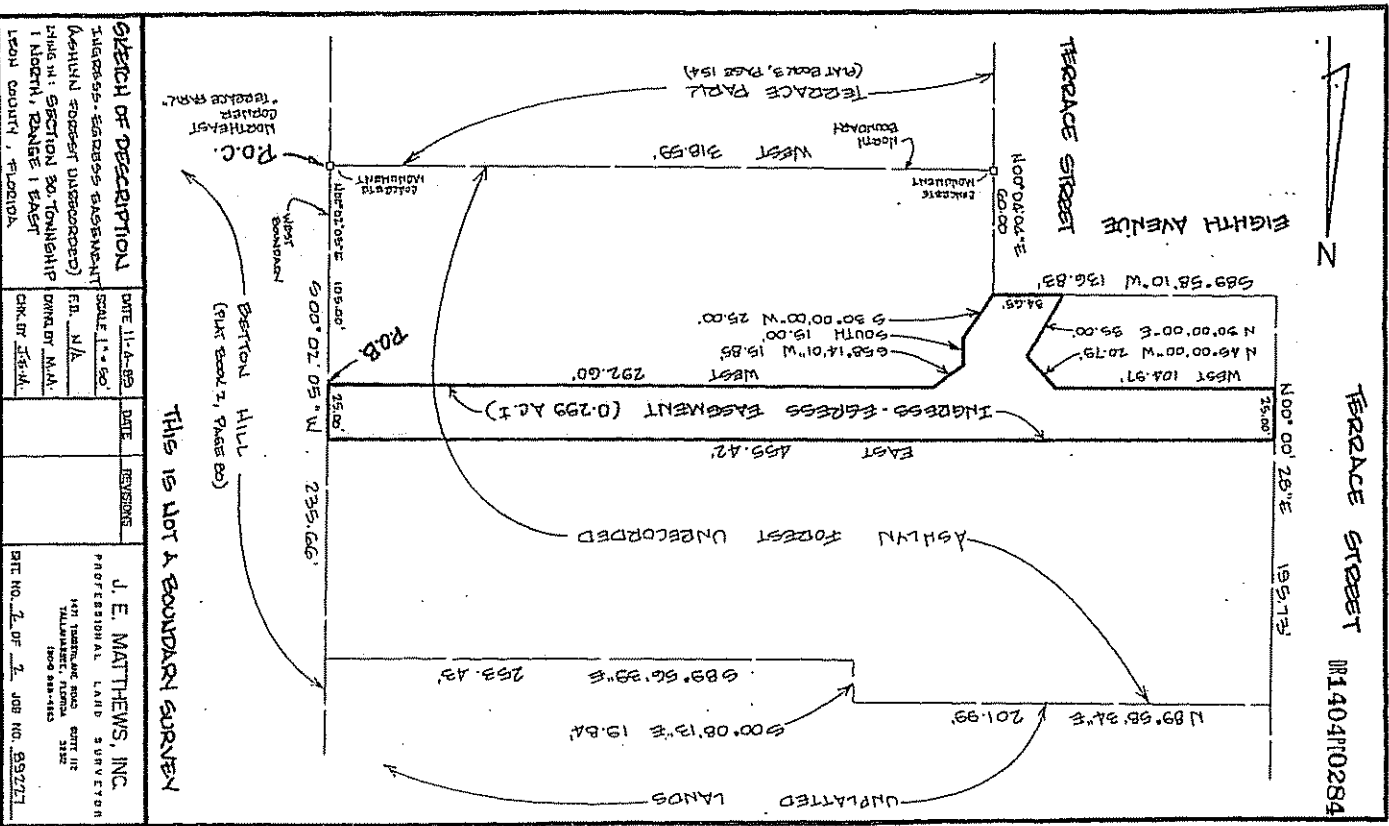
DP14041F0283

NOVEMBER 4, 1989

INGRESS-EGRESS EASEMENT (ASHLYN FOREST UNRECORDED)

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3, PAGE 154, OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 80 OF THE LEON COUNTY PUBLIC RECORDS; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 105.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE WEST 292.60 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 01 SECONDS WEST 15.85 FEET; THENCE SOUTH 15.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 25.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST 34.85 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 20.79 FEET; THENCE WEST 104.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 28 SECONDS EAST 25.00 FEET; THENCE EAST 455.42 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 05 SECONDS WEST 25.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.299 ACRE, MORE OR LESS.





THIS IS NOT A BOUNDARY SURVEY

SKETCH OF DESCRIPTION		DATE		REVISIONS	
Terrace - EGRESS EASEMENT (ASHLVN FOREST UNRECORDED) THIS IS NOT SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA		DATE 11-8-99 SCALE 1" = 50' F.M. N/A DRAWN BY M.A.L. CHK. BY J.E.M.		J. E. MATTHEWS, INC. PROFESSIONAL LAND SURVEYOR 401 TOWNHALL BLDG. SUITE 102 TALLAHASSEE, FLORIDA 32303-3443 PHONE 904-833-1425	
		BRIT. NO. 2 OF 2 JOB NO. 932271			

J. E. MATTHEWS, INC.

Professional Land Surveyor

1411 Tibourton Road, Suite 112
Tallahassee, Florida 32312
(904) 664-4655

PL1404P0285

NOVEMBER 4, 1989

LAND DESCRIPTION PER SURVEY

A PORTION OF LAND LYING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF TERRACE PARK, AS RECORDED IN PLAT BOOK 3 PAGE 154 OF THE LEON COUNTY PUBLIC RECORDS. SAID POINT ALSO BEING ON THE WEST BOUNDARY OF BETTON HILL, AS RECORDED IN PLAT BOOK 2, PAGE 90, OF THE LEON COUNTY PUBLIC RECORDS. THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 194.15 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST ALONG SAID WEST BOUNDARY 41.51 FEET; LEAVING SAID WEST BOUNDARY THENCE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 208.54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 22 SECONDS EAST 41.64 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS EAST 208.28 FEET TO THE POINT OF BEGINNING; CONTAINING 0.20 ACRE, MORE OR LESS.

John E. Matthews
JOHN E. MATTHEWS, PLS
FLORIDA REGISTRATION NO. 14494



“EXHIBIT E”