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SEP 30 11 41 AM 1985 DECLARATION

PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

OR 1178 FC 1358

Prepared By:  
W.H. Whitfield  
Thomasville Rd.  
Tallahassee Fla

THIS DECLARATION, made on the date hereinafter set forth by  
BLOXHAM-GREEN ACRES, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
Bloxham-Green Acres, a subdivision located in the County of Leon,  
State of Florida, which is more particularly described as:

SEE ATTACHMENT #1 (consisting of three (3) pages)

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described in the Attachments shall be held, sold and  
conveyed subject to the following easements, restrictions, 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 properties or any part thereof, their heirs, successors  
and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

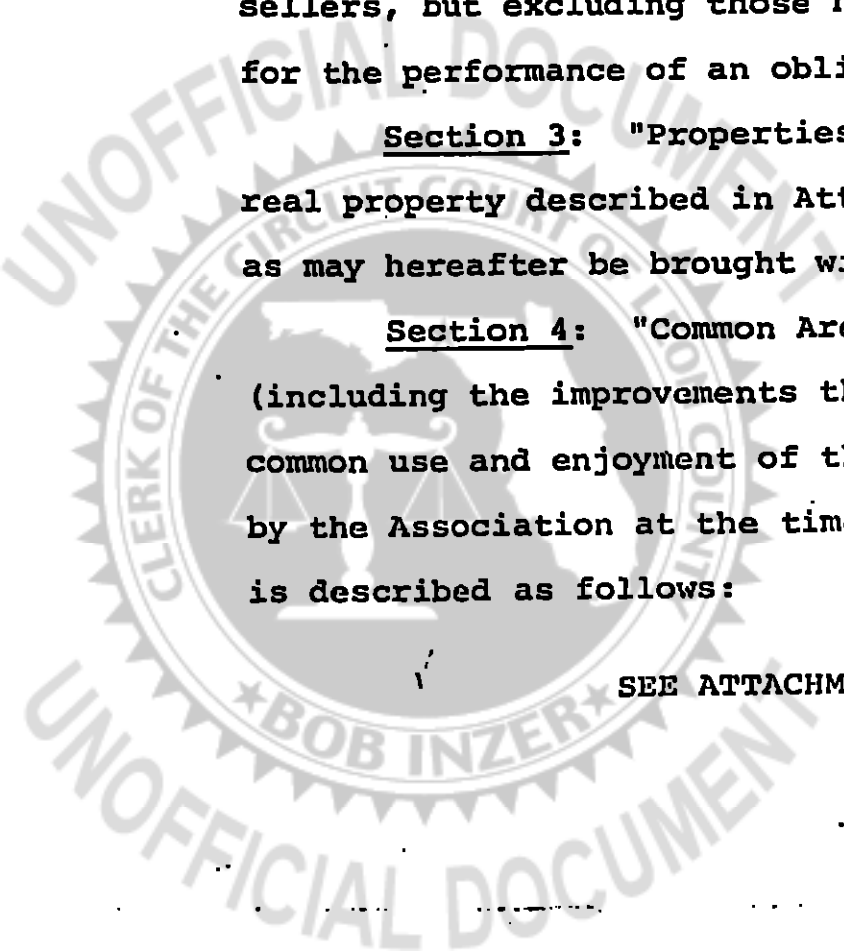
Section 1: "Association" shall mean and refer to Bloxham-  
Green Acres, its successors and assigns.

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 Attachments, 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 to be owned  
by the Association at the time of the conveyance of the first lot  
is described as follows:

SEE ATTACHMENT #2 (consisting of one (1) page)



Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: "Declarant" shall Mean and refer to Bloxham-Green Acres, its 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' Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded.

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.

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: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. If any Lot is subdivided all persons having an interest in the subdivided Lot shall be members and entitled to one vote for each subdivided part. 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 or subdivided part of such Lot.

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

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1987.

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 be established and collected as hereinafter provided. The annual

and special assessments, together with interest, costs and reasonable attorney 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 attorney 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 successor in title unless expressly assumed by the successors.

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.

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 \$ 10.00 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 5% above the maximum 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 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 fix the annual assessment at 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 Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly 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 assessments 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 of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law

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against the Owner personally obligated to pay the same, or fore-close the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of 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. 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, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments there-after becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No temporary building for living purposes will be permitted either before, during, or after construction of a home on any Lot.

No fence or wall will be permitted in front of a home. Fences or walls will be permitted only on the back of a Lot, and any fence or wall must be erected in a sightly manner, of good grade material, maintained at all times, and may not be built to a height to detract from other homes in Bloxham-Green Acres.

If a mobile or modular home is moved onto or constructed on any Lot, they must be skirted or underpenned to blend with other homes, no tongues will be allowed on the structure, and the axle and wheels cannot be visible at any time.

Mobile homes must be securely strapped down in accordance with governmental regulations, and must rest on concrete piling the height of the wheels.

No air conditioning or similar addition shall be installed on the front of any structure, but may be installed on the back or sides. The "front" in this case is defined as that part of the structure facing the street/road.

No outside clothesline will be allowed in front of any structure or along the sides of any structure, and all clotheslines must be in the rear of the property.

All lots must be kept clean and the exterior of the home kept up.

No junk cars or other material will be allowed to accumulate on any lot.

No business will be allowed to operate on any of the property.

No church will be allowed on any of the property.

No garbage will be allowed to accumulate on any of the property, and garbage cans must be kept to the rear of structures. Each Lot Owner will be responsible for taking garbage to the garbage dumpster which is located in the vicinity of Bloxham-Green Acres.

All lots must be kept so as to enhance the integrity of the total development

The Architectural Control Committee shall have the right (although not required to do so) to have repaired any default of an Owner in abiding by the restrictions affecting Bloxham-Green Acres as to his individual property and assess such costs against the Owner, which cost shall constitute a lien upon said Lot, effective upon the recordation thereof in the form, substance and in accordance with the Mechanics' Lien Law of the State of Florida. The Owners of said Lots shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance or restoration.

The Architectural Control Committee will be residents of Bloxham-Green Acres appointed by a majority of the property owners, and shall consist of three members, and the chairman to be elected by and to be one of the three members. In the event of death of a member the remaining members shall have full authority to designate a successor. None of such members shall be entitled to compensation for services performed pursuant to this covenant, but will be reimbursed for all expenses and costs, including attorney fees if incurred in this regard.

Section 1: Land Use and Building Type: No lot shall be used except for residential purposes. No manufactured home or other home shall be erected, altered, placed or permitted to remain on any lot

other than one dwelling.

Section 2: Quality and Size: All dwellings constructed must be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are effective. The ground floor area exclusive of open porches and garages shall be not less than 600 square feet.

No mobile home constructed before the year 1978 will be permitted, nor will a mobile home less than 10 feet wide and 36 feet long will be allowed on any lot.

Section 3: Building location:

(a) No building will be allowed to be located on any lot nearer to the front or back lot line than 25 feet, including covered porches, patios and decks. Open porches, patio and decks (not covered with a roof) are not included in this 25 foot set-back line.

(b) No building will be allowed to be located nearer than 15 feet to an interior lot line.

Section 4: Lot Area: No lot of one-half (1/2) acre or less can be subdivided. Only one dwelling will be allowed on any Lot.

Section 5: Easements:

A 30 foot roadway easement is described in the Common Area. Each lot description goes to the center of the roadway and will contain a 15-foot easement for ingress and egress for property owners in Bloxham-Green Acres as well as the general public. No structure, planting or other material shall be placed or permitted to remain within the easement which would damage or interfere with the installation and maintenance of the roadway easement. The easement area of each lot shall be maintained continuously by the Owner of the Lot. The Association, if necessary, may levy a sum of money to be paid annually to be used exclusively to maintain the roadway easement

Each Lot owner will take title to his respective property subject to the roadway easement. This roadway easement shall be perpetual and run with the land.

Section 6: Nuisances: No noxious or offensive activity



shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance.

Section 7: Signs: No sign or any kind shall be displayed to the public view on any lot except one sign of not more than seven square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. This does not include a permanent lighted entrance sign of not more than 40 square feet to be installed by Developer and maintained by Developer while any lots are for sale.

Section 8: Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 9: Livestock and Poultry: No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any lot, including rabbits, except that household pets such as dogs or cats may be kept provided they are not kept or bred for commercial purposes and provided they are kept on the Owner's lot and not allowed to roam the neighborhood; and no more than two of each household pets will be allowed of each species.

Section 10: Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers. Limbs from trees, grass clippings, and other refuse will not be allowed to accumulate on any lot, and must be removed by the Owner within three (3) days.

Section 11: Water Supply: No individual water supply system shall be permitted on any lot without permission of the Association and must be installed by a person qualified to do such installation. Water will be supplied to all lot Owners in Bloxham-Green Acres from a well located on the Southerly approximate 35 feet of Lot 7, a description of the well property being shown in Attachment #1, consisting of one (1) page.

OR1178PC1367

The tap inn fee for each home will be \$200.00 paid in advance to Johnnie P. Johnson. The monthly fee for water will be \$13.00 for each home for a reasonable amount of water, not to include the watering of a garden or other unusual usage. After three years from the date of the formation of the Association, this will be reviewed and the water charge may be increased.

If the well should be sold at a future date, Lot Owners will be given a reasonable time to make other arrangements (not less than 90 days) for water.

Section 12: Utilities: Electrical power is available to the property from Talquin Electric, and each property owner must make his own arrangements with Talquin.

Septic tanks must be installed at the time or prior to the time the Owner moves onto his property, and the expense of the septic tank will be at the expense of the owner. Such septic tanks must meet the approval of the governing authorities of Leon County, Florida.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1: Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to so enforce any covenant, restrictions, conditions, reservations or liens 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, restrictions, conditions or reservations by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 10 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during

DR1178PC1368

the first 10 year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation: Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed this 27th day of September, 1985.

Signed, sealed and delivered in the presence of:

W. G. [Signature]  
Debra Duwane

BLOXHAM-GREEN ACRES

By Johnnie P. Johnson  
Johnnie P. Johnson

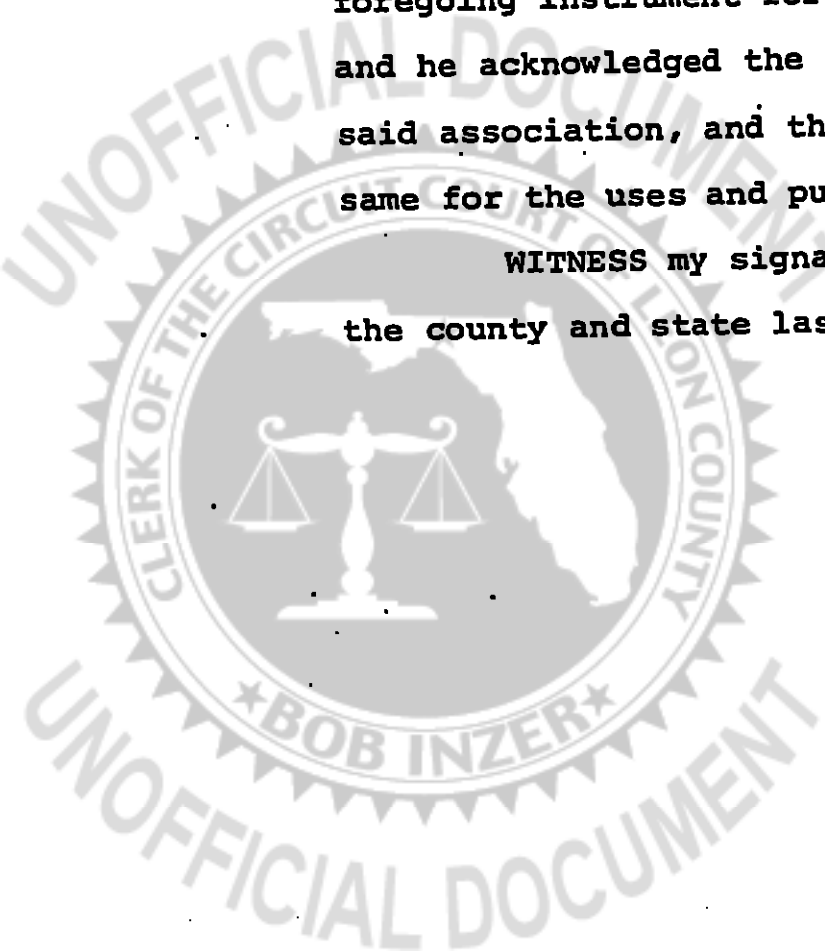
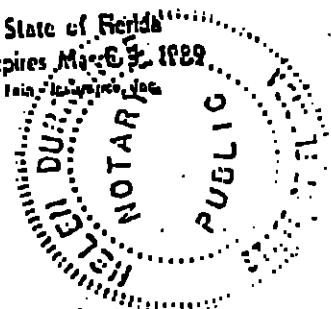
STATE OF FLORIDA  
COUNTY OF LEON.

I HEREBY CERTIFY that on this 27th day of September, 1985, before me personally appeared JOHNNIE P. JOHNSON, to me known to be the individual described in and who executed the foregoing instrument for and on behalf of Bloxham-Green Acres, and he acknowledged the execution to be the act and deed of said association, and that he had authority to execute the same for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Tallahassee, in the county and state last aforesaid, on the date above mentioned.

Debra Duwane  
Notary Public

Notary Public, State of Florida  
My Commission Expires Mar 6, 1989  
Bonded thru [unclear]



"ATTACHMENT"

DR1178PC1369

A tract or parcel of land situated in the West Half of the Southwest Quarter of Section 15, Township 1 South, Range 4 West, bounded as follows:

Commence at the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and run thence North along the Section line a distance of 115 feet to the Northerly boundary of the 66 foot right of way of State Road No. 20, thence Northeasterly along said right of way boundary 210 feet to the Point of Beginning. From said Point of Beginning run

thence North 69 degrees 37 minutes East along said right of way boundary a distance of 1022.20 feet,

thence leaving said right of way boundary North 29 degrees 53 minutes West 510.0 feet,

thence North 57 degrees 38 minutes West 524.5 feet,

thence South 78 degrees 54 minutes West 310.2 feet,

thence North 48 degrees 39 minutes West 200.0 feet,

thence South 00 degrees 26 minutes 10 seconds West 856.90 feet along the West boundary of said Section 15.

thence South 67 degrees 01 minutes East 217.3 feet,

thence South 00 degrees 01 minutes West 209.7 feet, to the Point of Beginning.

LESS AND EXCEPT:

Lot 1

Commence at the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section line (by occupation) 474.19 feet to an old iron pipe for a Point of Beginning. From said Point of Beginning run North 00 degrees 25 minutes 58 seconds East along said Section line (by occupation) 55.67 feet, thence run North 89 degrees 57 minutes 42 seconds East 214.25 feet to the centerline of a 30 foot roadway, thence run South 00 degrees 02 minutes 18 seconds East along said centerline 146.78 feet, thence run North 67 degrees 02 minutes 38 seconds West 233.24 feet to the Point of Beginning containing 0.50 of an acre more or less, being Lot No. 1 of the Johnson property in Section 15, Township 1 South, Range 4 West, Leon County, Florida, according to plat of survey (unrecorded) prepared by Edwin G. Brown in September, 1977.

AND ALSO:

Lot 2

Commence at the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section line (by occupation)

"ATTACHMENT"

DR 1178 PC 1370

474.19 feet to an old iron pipe, thence run North 00 degrees 25 minutes 58 seconds East along said Section Line (by occupation) 55.67 feet for a Point of Beginning. From said Point of Beginning continue North 00 degrees 25 minutes 58 seconds East along said Section Line 101.71 feet, thence run North 89 degrees 57 minutes 42 seconds East 213.41 feet to the centerline of a 30 foot roadway, thence run South 00 degrees 02 minutes 18 seconds East along said centerline 101.70 feet, thence run South 89 degrees 57 minutes 42 seconds West 214.25 feet to the Point of Beginning containing 0.50 of an acre more or less.

AND ALSO:

Lot 22

Commence at the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section Line (by occupation) 474.19 feet to an old iron pipe, thence run North 00 degrees 25 minutes 58 seconds East along said Section Line (by occupation) 361.99 feet, thence run North 89 degrees 57 minutes 42 seconds East 211.73 feet to the centerline of a 30 foot roadway, thence run South 00 degrees 02 minutes 18 seconds East along said centerline 198.70 feet, for a Point of Beginning From said Point of Beginning run North 69 degrees 37 minutes East along said centerline 59.62 feet, thence run South 20 degrees 23 minutes East 217.80 feet, thence run South 69 degrees 37 minutes West 140.38 feet to the centerline of a 30 foot roadway, thence run North 00 degrees 02 minutes 18 seconds West along said centerline 232.29 feet to the Point of Beginning containing 0.50 of an acre more or less.

AND ALSO:

Tract 1 (AKA: Lot 35)

Commence at an old iron pipe marking the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section Line (by occupation) a distance of 474.19 feet to an old iron pipe, thence run South 67 degrees 02 minutes 38 seconds East 216.95 feet to an old iron pipe on the West boundary of the 30.0 foot right-of-way of a roadway for the Point of Beginning. From said Point of Beginning continue South 67 degrees 02 minutes 38 seconds East 16.29 feet to the centerline of said roadway, thence run North 00 degrees 02 minutes 18 seconds West along said centerline a distance of 22.11 feet, thence leaving said centerline run North 69 degrees 37 minutes East 173.01 feet, thence run South 20 degrees 23 minutes East 206.18 feet to a point on the Northerly boundary of the 66.0 foot right-of-way of State Road No. 20, thence run South 69 degrees 37 minutes West along said Northerly right-of-way boundary a distance of 265.46 feet to an old iron pipe marking the intersection of said Northerly right-of-way boundary of State Road No. 20 with the West boundary of the 30 foot right-of-way of a roadway, thence run North 00 degrees 02 minutes 18 seconds West along said West right-of-way boundary 209.72 feet to the Point of Beginning containing 1.07 acres more or less. Less and except that part off the above described property lying within the right-of-way of said 30.0 foot roadway and containing, less exception, 0.924 acres more or less.

**EDWIN G. BROWN**  
REGISTERED LAND SURVEYOR  
P. O. BOX 625 - COURT HOUSE SQUARE  
CRAWFORDVILLE, FLORIDA 32327  
(904) 926-3016

March 1, 1985

**DR1178PC1371**

AND ALSO:

JOHNNY JOHNSON

2.04 ACRE TRACT (RE-ZONING)

I hereby certify that this is a true and correct representation of the following described property and that this description meets the Minimum Technical Standards for Land Surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at an old iron pipe marking the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section line (by occupation) 474.19 feet to an old iron pipe, thence run South 67 degrees 02 minutes 38 seconds East 216.95 feet to an old iron pipe, thence run South 00 degrees 02 minutes 18 seconds East 209.72 feet to an old iron pipe on the Northerly right-of-way boundary of State Road No. 20, thence run North 69 degrees 37 minutes East along said Northerly right-of-way boundary 265.46 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 24 degrees 47 minutes 02 seconds West 206.79 feet, thence run North 69 degrees 37 minutes East 438.43 feet, thence run South 20 degrees 23 minutes East 206.18 feet to the Northerly right-of-way boundary of said State Road No. 20, thence run South 69 degrees 37 minutes West along said Northerly right-of-way boundary 422.56 feet to the POINT OF BEGINNING containing 2.04 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
EDWIN G. BROWN  
Registered Land Surveyor  
Florida Certificate No. 2919

77-147  
PSC:1391

**EDWIN G. BROWN**  
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE  
POST OFFICE BOX 625

PHONE (904) 926-3016  
CRAWFORDVILLE, FLORIDA 32327

September 13, 1985

JOHNNIE JOHNSON

**DR1178PC1372**

**30.00 FOOT ROADWAY EASEMENT**

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 30.00 foot roadway easement lying 15.00 feet on each side of the following described centerline:

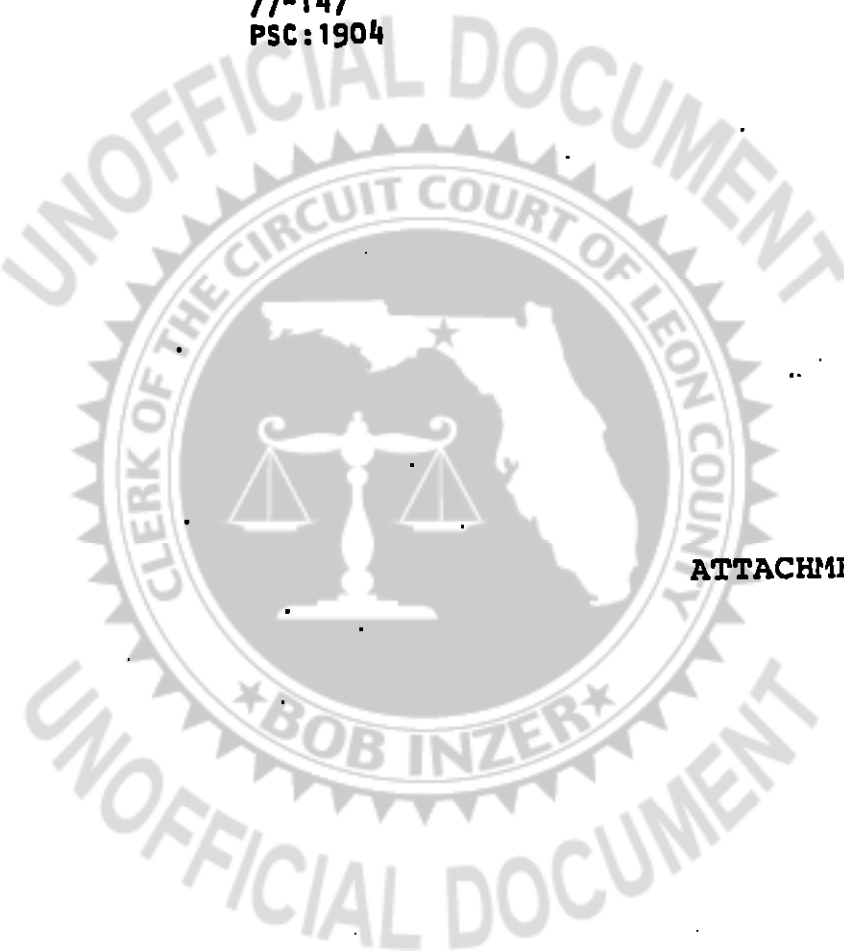
Commence at an old iron pipe marking the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section line (by occupation) 474.19 feet to an old iron pipe, thence run South 67 degrees 02 minutes 38 seconds East 216.95 feet to an old iron pipe, thence run South 00 degrees 02 minutes 18 seconds East 209.72 feet to an old iron pipe on the Northerly right-of-way boundary of State Road No. 20, thence run North 69 degrees 37 minutes East along said Northerly right-of-way boundary 250.42 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING thence run North 24 degrees 47 minutes 02 seconds West 425.23 feet, thence run North 34 degrees 23 minutes 49 seconds West 74.06 feet, thence run North 00 degrees 02 minutes 18 seconds West 225.00 feet to a point of curve to the right, thence run Northeasterly along said curve with a radius of 63.66 feet thru a central angle of 78 degrees 55 minutes 29 seconds for an arc distance of 87.69 feet, thence run North 78 degrees 53 minutes 11 seconds East 101.10 feet to a point of curve to the right, thence run Southeasterly along said curve with a radius of 125.35 feet thru a central angle of 43 degrees 29 minutes 30 seconds for an arc distance of 95.15 feet, thence run South 57 degrees 37 minutes 19 seconds East 325.79 feet to a point of a cul-de-sac having a 50.00 foot radius, thence run South 69 degrees 37 minutes West 506.77 feet to the termination point of said centerline.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easement or other instruments which could affect the boundaries.

  
EDWIN G. BROWN  
Registered Land Surveyor  
Florida Certificate No. 2919

77-147  
PSC:1904

ATTACHMENT #2



DR1178PC1373

**EDWIN G. BROWN**  
REGISTERED LAND SURVEYOR  
P. O. BOX 625 - COURT HOUSE SQUARE  
CRAWFORDVILLE, FLORIDA 32327  
(904) 926-3016

July 9, 1985

JOHNNY JOHNSON

0.19 OF AN ACRE

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at an old iron pipe marking the Southwest corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida, and thence run North 00 degrees 03 minutes 09 seconds West along the Section Line (by occupation) 474.19 feet to an old iron pipe, thence run North 00 degrees 25 minutes 58 seconds East along said Section Line (by occupation) 644.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 25 minutes 58 seconds East along said Section Line (by occupation) 35.74 feet, thence run South 56 degrees 38 minutes 50 seconds East 290.32 feet to the centerline of a 30.00 foot roadway easement, said point lying on a curve concave to the Southeasterly, thence run Southwesterly along said centerline and along said curve with a radius of 63.66 feet thru a central angle of 28 degrees 06 minutes 57 seconds for an arc distance of 31.24 feet, the chord of said arc being South 47 degrees 24 minutes 38 seconds West 30.93 feet, thence run North 56 degrees 38 minutes 50 seconds West 263.39 feet to the POINT OF BEGINNING containing 0.19 of an acre, more or less.

Subject to a roadway easement over and across the Southeasterly 30.00 feet thereof.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
EDWIN G. BROWN  
Registered Land Surveyor  
Florida Certificate No. 2919

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PSC:1694