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Prepared by:
James L. Thompson
1825 Commerce Blvd.
Midway, Florida 32343

O.R. BOOK 569 PAGE 159-171
REC. NICHOLAS THOMAS, CLERK
GASDEN CO. FLORIDA

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**DECLARATION OF COVENANTS AND RESTRICTIONS
OF HILL TOP**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 27th day of June, 2003, by **JAMES L. THOMPSON**, a single man, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with recreational areas for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of enforcing the Covenants and Restrictions; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a corporation, **HILL TOP HOMEOWNERS ASSOCIATION, INC.**, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. Additional units of Hill Top may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights of Members to Hill Top Homeowners Association, Inc., shall be uniform as between all units of Hill Top.

**ARTICLE I
Definitions**

Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Association" shall mean and refer to Hill Top Homeowners Association, Inc.
- b) "Board" shall mean and refer to the Board of Directors of Hill Top Homeowners Association, Inc.
- c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision Plat of the Properties. "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the Properties.
- d) "Developer" shall mean James L. Thompson or his assigns and successors in interest.
- e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Park and Drainage facilities which will be dedicated to the City of Midway by the recording of the subdivision plat.
- f) "Unoccupied Lot" shall mean vacant lot with no house on it or on which a model unit that has never been sold is located.
- g) "Occupied Lot" shall mean any lot with a house on it that has ever been occupied by a purchaser or renter even though it may be vacant now because it is held for resale.
- h) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- i) "Owner in Good Standing" shall mean an owner who has complied with all requirements hereunder.
- j) "The Properties" shall mean and refer to all existing properties, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

ARTICLE II

Property Subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Gadsden County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Additional units may become subject to this Declaration by recordation of additional declarations containing exactly the same substance as the instant indenture in the sole discretion of the Developer.

ARTICLE III

Enforcement, Membership and Voting Rights

Section 1. Governing Body. The Board of Directors shall be the governing body of Hill Top Homeowners Association, Inc., and the Board shall have total and final authority to enforce these Covenants and Restrictions, approve any and all structures to

be placed upon any lot as permitted by the Covenants and Restrictions, to act as an Architectural Control Committee if such a committee should be deemed necessary, and to perform any other function expressly provided for in the Covenants and Restrictions, or which may become necessary to fulfill the intent of these Covenants and Restrictions.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceed to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created harmless.

Section 3. Membership. The Developer and every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to Covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument. It is the intent of the developer that the Association will be formed in advance of any sale of lots in this subdivision.

Section 4. Voting Rights. The Association shall have one class of voting membership: The members shall be the Developer and all those owners as defined in Section 3. Each "Owner in Good Standing" shall be entitled to one vote for each lot in which he holds the interest required for membership by Section 3. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Although each owner shall be a member of the Association and entitled to one vote, for the first 10 years of the Association, the Developer shall retain 67% of the voting power of the membership.

ARTICLE IV Property Rights in the Park

Section 1. Member's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Park and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The City of Midway shall be granted title to the Park through the recording of the Plat free of any liens or encumbrances.

Section 3. Costs for Enforcement of Conformance. Any member of the Association who fails to maintain his property consistent with these Covenants and Restrictions shall be liable to the Association for any costs reasonably incurred by the Association for the purpose of conforming such property with these Covenants and Restrictions plus a 25% service charge on the first \$100.00 of costs incurred by the Association and a 15% service charge on the balance of any such costs or expenses. Once a member locates a home on his lot, he is required to maintain that lot in a reasonable manner consistent with these Covenants and Restrictions including yard maintenance, driveway maintenance, home maintenance and any other maintenance required to keep the home and lot in a prudent and well maintained condition. This type of maintenance shall include but not be limited to cutting grass, keeping a clean and neat yard, maintaining skirting, etc. Failure of the homeowner to maintain his lot and home in this manner will subject him to the same service charges (25% and 15%) as set forth above for costs and expenses incurred by the Association. Any such assessments by the Association which are not promptly paid by the member shall be recorded as a lien against the member's property in favor of the Association.

Section 4. Modifications of These Covenants and Restrictions. Prior to the time any individual lot is sold to a residential purchaser, these covenants and restrictions may be modified at will by the Developer or his successor(s) in ownership of the entire development.

Once an individual lot is sold to a residential purchaser, these Covenants and Restrictions may be modified only by a majority vote of the members of the Association according to the voting rights as set forth herein which preserves voting control in the Developer for 10 years unless earlier relinquished by the Developer. Any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community. In the event FHA and VA financing is approved for this subdivision, any modification must be approved by FHA and VA in order to become effective.

ARTICLE V General Provisions

Section 1. Minimum Size of Homes. No home shall be placed on any lot unless such home has at least 1000 square feet of heated and cooled living area.

Section 2. New Home Required. No home shall be placed on any lot unless such home has been built after January 1, 2003.

It is the intention of this Covenant to prohibit the placing of any home on any of the aforesaid lots built prior to 2000. Any home built prior to 2000 must have the prior written approval of the Board of Directors of the Association before the home is placed upon any lot. Any site built home must be constructed by a contractor licensed to build in Gadaden County and be completed with six (6) months from the commencement of construction.

Section 3. Location of Home on Lot. Dwellings shall be located such that the front of the dwelling is parallel to the street easement, with the exception that this restriction shall not apply to corner lots nor to lots at the end of cul-de-sacs. This requirement may be waived by the Board of Directors if a particular lot requires such a waiver in the opinion of the Board.

Section 4. Roof Requirement. All homes shall have a roof constructed of asphalt shingles (no metal roofs), unless approved in writing by the Board.

Section 5. Porch or Deck Required; Minimum Size; Time in Which to Complete. The Board must approve all such construction plans prior to commencement of construction and all construction of the screen porch or deck must be completed within 120 days of the placement of the home on the lot. Such approval shall not be unreasonably withheld. The Board shall have final and ultimate control over standards for the deck and screen porch, as to quality and appearance.

Section 6. Landscaping Required; Time Provisions; Continued Upkeep Required. Each lot must meet the following minimum landscape requirements: Within three (3) months of occupancy sod perimeter of yard, sod or sprig front yard, and sprig or seed balance of lot. Any existing sod may be used for this purpose. The owner of each lot shall be responsible for landscaping, keeping the exterior of the home clean and in good repair and the lawn mowed regularly, including that area from the lot line of the edge of the paved street, and clear of any unsightly objects. The owners are responsible for watering, trimming, edging, and clipping their own lawn and lot. Upon clearing their lot, owner shall be wholly responsible for silt runoff from their cleared lot. Should silt runoff occur as a result of clearing the lot, owner may be required by the Homeowners Association or Developer to immediately implement landscaping procedures to stop the runoff. Each lot owner is required to leave a 10 foot vegetated buffer on the rear of their lot of all trees over 6 inches in diameter with the exception of any tree that would prevent a boundary fence to be constructed along the property line. There shall also be at least two trees either left or planted in front of each house.

Section 7. Paved Driveway Required; Concrete or Asphalt Required; Time in Which to Complete; Location. Each lot will have a driveway constructed prior to occupancy. The lot owner is responsible for maintaining said driveway. Any relocation or modification of said driveway must be approved in writing by the City of Midway and Developer.

Section 8. Prior Approval Required Before Home Moved on Lot or any Construction Begins. No home, factory built home, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior additions (garage, carports, sun porches, rooms, etc.) or changes or alterations therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Board as to harmony of external design, appearance and materials, as well as location in relation to surrounding structure, topography, and adequacy of construction by the Board. Such approval shall not be unreasonably withheld.

Section 9. Foundation Requirement; Time in which to Complete. All homes shall have a solid masonry perimeter foundation. The curtain wall shall be erected on all sides of the home and will be solid from the ground to the bottom edge of the home. Any entry under the home shall be covered with a door. Such approval shall not be unreasonably withheld.

Section 10. Time for Approval. The Board shall respond to all written requests for construction plan approvals within 30 days after such requests are made for all Covenants requiring Association action. Such approval or action by the Board shall not be unreasonably withheld.

Section 11. Assessment for Willful or Negligent Acts of Owners, Family, Guests, Etc. In the event that the need for maintenance or repair of a lot or the improvements hereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the land needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 12. One Home per Lot. No more than one (1) home shall be placed on any lot.

Section 13. Leasing of Home to Others. Leasing or subleasing of a home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects conform with these Restrictive Covenants.

Section 14. Set-Back Requirement. No home placed on any lot shall violate City of Midway set-back restrictions. If owner has any questions as to front or side lot lines, he must contact the City of Midway permitting department prior to placing a home on any lot.

Section 15. Water & Sewer; Tap Fees; Deposits. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water provided by Talquin Electric, any other municipality, or any private utility company herewith; all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by a municipal or private utility company prior to moving any home onto any lot in said subdivision; and also to pay promptly all monthly charges for service.

Section 16. Meter Bases and Electrical Boxes. All meter bases shall be attached to the home.

Section 17. Pets. Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite. When such household pets are outside the homesite, they must be kept in a fenced-in area, or restrained by leash or other restraint. All pets must be on leashes or restraints when on community streets or Common Areas. Owners are responsible for the pick-up and disposal of pet waste on streets, Park areas or neighbors' homesites. Breeding or housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor, or other unacceptable behavior on the part of the pet and such actions were not corrected after prior notification to the pet owner.

Owners shall be liable for and shall defend, indemnify and hold Declarant and the Association harmless for all personal injury or property damage caused by pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

Section 18. Garbage and Trash; Requirements for Containers; Collection. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles either to the rear of the home or in the carport of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector. No dumping of trash, garbage, gasoline, oil or other waste in the drainage facilities, unoccupied lots or Park areas shall be permitted. Garbage and trash containers shall be constructed of metal or solid plastic with lids and said containers must be stored at the rear of the home except when placed by the street for pick-up. Street pick-up of garbage and trash in approved plastic bags shall be permitted.

Section 19. Annoyance or Nuisance. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or the general public.

Section 20. Advertising. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

Section 21. Motor Vehicles. All cars shall be parked in an orderly and neat fashion, and in a paved parking area only. No buses or trucks larger than a one-ton pickup truck shall be parked in the subdivision. Any owner violating this section shall be given one written warning of the violation by the Association. Any further violation of this section by any owner after receipt of one warning shall be corrected at the discretion of

the Association by the Association having the offending vehicle removed (towed) from the owners' lot and stored at the towing agency's storage facility. Owner shall be totally responsible of any costs incurred by the Association for the removal and storage of any such vehicle and nonpayment shall subject owner to the lien provision for nonpayment of assessments or special assessments set forth in these Covenants and Restrictions. No major mechanical or repair work shall be performed on any motor vehicle within the subdivision and no motor vehicle shall be stored nor remain inoperative for any extended period of time within the subdivision without prior approval of the Board of Directors of the Association. No unlicensed motor vehicles shall be kept on any lot. Should any owner violate any provision of this section, he shall be given written notice of the violation and 10 days to correct any such violation. Said notice may be delivered by hand or regular U.S. Mail delivery to the last known address of the owner. If owner fails to correct the violation within the ten day period, the Association shall thereafter have the right to immediately go upon owner's lot and remove any such vehicles which violate this section and have them stored off the Development and at owners expense. All expenses incurred by the Association in removing and storing any such vehicle shall become a lien against owner and his lot and shall be due and payable immediately and subject to all remedies set forth elsewhere in these Covenants and Restrictions. There shall be a 25% service charge in favor of the Association added to any such expenses related to the removal of a vehicle from an owner's property and all such costs, expenses and service charges shall become a lien on the lot.

Section 22. Motor Homes, Campers, Etc. No motor home, camper, travel trailer or any similar recreational vehicle shall be stored upon any lot in the subdivision on a permanent basis. Such vehicles, when temporarily parked in the driveway or carport of a lot shall not be occupied, nor utilities or sewer connected thereto, nor self-contained power generated to utilize the unit for living quarters. Permanent storage of campers, travel trailers or other recreational vehicles shall be allowed only to the rear of any home and shall be concealed as best possible from the public view and the placement of any such vehicles shall be subject to review by the Board of Directors. Refusal of any owner to abide by the direction of the Board of Directors with respect to the placement of any such vehicle shall give the Board and the Association the same powers they have pursuant to Section 21, to remove such vehicle from owner's lot.

Section 23. Clotheslines and Play Equipment. One clothesline of a single length not to exceed 30 feet shall be permitted on any one occupied lot. Any such clothesline shall be placed to the rear of the back of the home on the lot. No clothesline shall be attached to any trees. Playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, play houses, sand boxes, toys, etc. shall be located on the rear side of the home, and not on the street side.

Section 24. Fences. All fences must be approved by the Board and cannot extend forward of the front of the home. The side and back yard only may be fenced.

Section 25. Covenants and Restrictions Run With Land. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties

and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of twenty-five (25) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of ten (10) years, unless an instrument signed by 2/3 of the then owners of the lots in said subdivision and approved by FHA and VA has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 26. Invalid Provision. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way effect the other provision hereof, which shall remain in full force and effect.

Section 27. Utility Buildings. No more than two utility buildings shall be permitted on any lot, and utility buildings may be placed no closer to the front line than the rear of the dwelling. Utility buildings shall be of contemporary design and construction and shall be kept in a neat and orderly fashion.

Section 28. LP Gas or Fuel Oil Storage. All gas and fuel oil storage must be underground.

Section 29. Commercial Operations Prohibited. No commercial operation of any kind, nor any gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 30. Storm Drainage Facilities. No individual lot owner, or their guests or invitees shall in any manner interfere with the storm drainage facilities in the project. Specifically, such facilities which are not to be interfered with shall include, but not be limited to, swales, ditches, culverts and retention ponds as well as any vegetative cover thereon, headwalls, energy absorption devices or other appurtenances to those storm drainage facilities.

Section 31. Exterior Lighting. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent dwellings.

Section 32. Boats, Etc. No boats or other motor craft may be permanently moored or stored in the Park area.

Section 33. Antennas. There shall be no exterior TV antennas or dishes. Any special purpose exterior antenna and its location shall be approved by Developer, or the Board, and may not be placed closer to the front lot line than the front of the dwelling.

Section 34. Items Stored Outside Homes. All items stored outside homes are to be stored underneath the home and hidden by skirting, or placed in an authorized utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the home or the lot.

Section 35. Motorcycles, 3- or 4-Wheelers, Go-Carts, Etc. Motorcycles shall be operated only for transportation to and from the subdivision in a manner that does not disturb residents. The use of unlicensed motorized vehicles shall be prohibited on the streets or the Park in the subdivision. If an owner, his guest or invitee violates this section, the Association shall give the owner written notice of the violation and the opportunity to cease any further violations of this provision. Any subsequent violations by the owner of this provision shall result in a fine of \$100.00 per day for any day the violation occurs. Said fine of \$100.00 per day shall be due and payable immediately upon billing and shall be subject to all lien provisions of the Covenants and Restrictions thereby becoming a lien on owner's property in the event of nonpayment. This remedy shall in no way exclude any other legal remedies available to the Association such as injunction or otherwise and should any legal remedies be sought, owner shall be responsible for actual attorney's fees and costs incurred by the Association in these proceedings which said fees and costs shall constitute a lien on owner's property until paid.

Section 36. Children and Guests. Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests.

Section 37. Fines for Violations. The Association shall have the right to assess a fine against any owner for a violation of any provision of these Covenants and Restrictions. Unless otherwise provided herein, such fine shall be \$50.00 per month per violation; however, the Association shall give any such owner one written warning of any violation with the opportunity to correct the violation within a reasonable period of time before the fine provisions of this paragraph or any other shall apply. Written notice can be sent by regular U.S. Mail to the last known address of the owner or hand delivered. Only one written warning shall be required for any violation even though the violation may continue from week to week or month to month. Any fine or service charge assessed, or expense incurred by the Association in their reasonable enforcement of these Covenants and Restrictions, shall become a lien upon the owner's property and the Association shall have the right to record such lien in the Public Records of Gadsden County at their discretion.

Section 38. Subordination of the Lien to Mortgages. The lien of the assessments, service charges or fines provided for herein shall be absolutely subordinate to the lien of any first mortgage placed upon the Properties subject to assessment prior to the mortgage. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any prior first mortgage as if said lien were a second mortgage.

Section 39. Carport or Garage. The Board must approve all construction plans prior to commencement of construction. Such approval shall not be unreasonably withheld. However, the Board shall have the final and ultimate control over standards for the carport and garage as to quality and appearance.

Section 40. Provisions Binding on Association. Hill Top Homeowners Association, Inc., by execution hereof agrees to be bound by the terms and provisions of these Restrictions and Covenants.

Signed, sealed and delivered in the presence of:

ly Heideman
Witness: B.J. Heideman
S. Duffy
Witness:

James L. Thompson
James L. Thompson, Developer

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, appeared James L. Thompson, a single man, who is personally known to me or presented _____ as identification, and who executed the foregoing instrument for the purposes intended.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of June, 2003.

Barbara Jean Heideman
Notary Public



Signed, sealed and delivered in the presence of:

Hill Top Homeowners Association, Inc., a Florida corporation

ly Heideman
Witness: B.J. Heideman
S. Duffy
Witness:

James L. Thompson
By: James L. Thompson, President

I HEREBY CERTIFY that on this day before me, appeared James L. Thompson, President, on behalf of Hill Top Homeowners Association, Inc., a Florida

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corporation, who is personally known to me or who presented _____ as
identification and who executed the foregoing instrument for the purposes intended.

23rd WITNESS my hand and official seal in the County and State last aforesaid this
day of June, 2003.

Barbara Jean Heidema
Notary Public



Exhibit "A"

Tract 1 (#06065)

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The Southwest Quarter of the Southwest Quarter, and the West Half of the Southeast Quarter of the Southwest Quarter of Section 7, Township 1 North, Range 2 West, Gadsden County, Florida, lying South of County Road No. 268 (State Road No. S-159) being more particularly described as follows:

Begin at an iron pipe marking the Southwest corner of the Southwest Quarter of said Section 7 and run North $00^{\circ}16'06''$ East 1026.83 feet to a point lying on the Southerly 100 foot right of way boundary of County Road No. 268 (State Road No. S-159); thence run North $86^{\circ}16'24''$ East along said Southerly right-of-way boundary a distance of 1658.64 feet to a point of curve to the left; thence along said Southerly right of way boundary and along said curve with a radius of 2914.93 feet, through a central angle of $06^{\circ}32'41''$ for an arc distance of 332.96 feet (the chord of said arc being North $82^{\circ}59'58''$ East 332.78 feet) to a concrete monument lying on the Westerly boundary of lands as shown on a survey plat for Gadsden County and recorded in Official Records Book 16, Page 31 of the public records of Gadsden county, Florida; thence run South $00^{\circ}23'59''$ West along said Westerly boundary a distance of 1116.83 feet to an iron rod with cap (LS#3266); thence run South $88^{\circ}18'47''$ West along the South boundary of the Southwest Quarter of Section 7 a distance of 1983.31 feet to the Point of Beginning.