

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

OFF REC 968 PAGE 332

That the undersigned, KILLEARN PROPERTIES, INC., a Florida corporation, being the owner of a tract or parcel of land containing 3.621 acres, more or less, lying and being in Leon County, Florida, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, makes the following Declaration of Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

(1) No bukding shall be erected, placed or altered on said tract until the construction plans and specifications and a plan showing the location of the structure or structures and landscaping upon said tract or parcel have been approved by the President of Killearn Properties, Inc., as to quality of workmanship and materials, harmony of external design with existing or proposed structures in the Killearn Estates Subdivision, and location with respect to topographical and finished grade elevation.

IN WITNESS WHEREOF, we have set our hands and seals this 16th day of August, A.D., 1980.

(CORPORATE SEAL)
ATTEST
Juanice M. Hagan, Secretary

KILLEARN PROPERTIES, INC.
BY: J. T. Williams, President

RECORDED IN THE PUBLIC RECORDS OF FLA. IN THE BOOK # PAGE 1980 513373

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 acknowledgements, personally appeared J. T. Williams, Jr., President of Killearn Properties, Inc., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same on behalf of said corporation.

WITNESS my hand and official seal this 16th day of August, A.D., 1980, at Tallahassee, Leon County, Florida.

NOTARY PUBLIC
STATE OF FLORIDA

Kathy L. Parramore
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large. My Commission Expires July 16, 1983.

7-16-83

prepared by:
MALLORY E. HORNE, Esquire
P. O. Box 3635
Tallahassee, Florida 32303

Commence at the Northeast corner of Section 8, Township 1 North, Range 1 West, Leon County, Florida, and run thence South 89 degrees 22 minutes 46 seconds West along the Section Line 1751.99 feet to the Easterly right of way boundary of State Road No. 61, thence Southerly along the Easterly right of way boundary of said State Road No. 61 and State Road No. S-261 (Capital Circle) as follows: South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the left, thence along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet, thence South 17 degrees 22 minutes 10 seconds East 217.13 feet, thence leaving said right of way boundary run Easterly along the Southerly right of way boundary of a proposed 80.0 foot roadway as follows: North 72 degrees 37 minutes 50 seconds East 398.42 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 72 degrees 37 minutes 50 seconds East 91.42 feet to a point of curve to the right, thence along said right of way curve with a radius of 450.00 feet, through a central angle of 16 degrees 44 minutes 56 seconds, for an arc distance of 134.47 feet, thence North 89 degrees 22 minutes 46 seconds East 287.49 feet, thence leaving said Southerly right of way boundary run South 00 degrees 37 minutes 14 seconds East 371.28 feet, thence South 89 degrees 16 minutes 59 seconds West 441.82 feet, thence North 12 degrees 01 minute 20 seconds West 332.72 feet to the POINT OF BEGINNING; Containing 4.00 acres, more or less.

**LESS AND EXCEPT:**

Commence at the Northeast corner of Section 8 Township 1 North, Range 1 East, Leon County, Florida, and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the left, thence run Southwesterly and Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. 261 (Capital Circle), thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80.00 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 489.84 feet to a point of curve to the right, thence run Northeasterly along said Southerly right-of-way boundary and along said curve with a radius of 460.00 feet, thru a central angle of 03 degrees 33 minutes 35 seconds, for an arc distance of 28.58 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence Northeasterly along said Southerly right-of-way boundary and along said curve with a radius of 460.00 feet, thru a central angle of 11 degrees 31 minutes 16 seconds, for an arc distance of 92.50 feet to a concrete monument marking a point of compound curve, thence run Northeasterly and Southeasterly along said compound curve with a radius of 30.00 feet, thru a central angle of 91 degrees 40 minutes 02 seconds, for an arc distance of 48.00 feet to a concrete monument on the Westerly right-of-way boundary of a proposed 60 foot street, thence run South 00 degrees 37 minutes 14 seconds East along said Westerly right-of-way boundary 109.82 feet to a concrete monument, thence leaving said Westerly right-of-way boundary run South 77 degrees 46 minutes 40 seconds West 104.30 feet to a concrete monument, thence run North 08 degrees 22 minutes 36 seconds West 150.22 feet to the POINT OF BEGINNING, containing 0.379 of an acre, more or less.

DECLARATION OF  
RESTRICTIVE COVENANTS, PARTY WALL  
AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS

THIS INDENTURE, dated this 10<sup>th</sup> day of April,  
1984, by FRANK DEVELOPMENT, INC., a Florida corporation, and  
BENJAMIN E. BROWN, LARRY H. ROBERTSON and GLENN C. BROWN, JR.  
hereinafter referred to as the "Declarants".

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the developer and owner  
of real estate located in Leon County, Florida, and particularly  
described on Exhibit "A" attached hereto and made a part hereof,  
and for convenience sometimes hereinafter referred to as "The  
Property", and

WHEREAS, Lot I of the property was developed by FRANK  
DEVELOPMENT, INC., a Florida corporation, and Lot II is  
developed by FRANK DEVELOPMENT, INC. as a commercial office  
center to be known as KILLEARN OFFICE CENTER, said center to  
consist of separate lots, together with common areas for vehicu-  
lar passage, parking and landscaping (referred to herein as the  
"Common Areas"), with each lot owner having an easement for such  
purposes in said Common Areas. The legal description to the  
Common Areas is attached hereto as Exhibit "B" and made a part  
hereof, and

WHEREAS, each lot within KILLEARN OFFICE CENTER will  
have built and located thereupon a building for commercial or  
professional uses and purposes, said buildings sometimes referred  
to herein as "Office Units", with some of such buildings having  
as a characteristic a common or party wall with each office unit  
to which it is contiguous; and

WHEREAS, the close proximity to one another of the lots  
on the Property and the respective office units situate there-  
upon, causes a need for some method or manner for insuring,  
maintaining and preserving the integrity and maintenance of the

RECORDED IN THE PUBLIC  
OFFICE OF THE CLERK OF  
LEON COUNTY, FLORIDA  
MAY 3 25 1984  
FRANK

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development and harmony of design and exterior decor among the office units and lots included within the Property; and

WHEREAS, it will be necessary and desirable for each owner of a lot or lots within KILLEARN OFFICE CENTER to have an easement providing him with ingress and egress to and from his lot to and from that road known as "Killearn Court", together with reasonable parking privileges upon the common parking lot areas within KILLEARN OFFICE CENTER;

NOW, THEREFORE, in consideration of the foregoing, the Declarant does hereby imposes upon the real estate described on Exhibit "A" attached hereto and made a part hereof, the following party wall agreement, together with the following covenants and restrictions to run with the land pursuant to the following, and also hereby grants and imposes the hereinafter described easements in and to the Common Areas described in Exhibit "B", which shall run with the land.

PART I

RESTRICTIVE COVENANTS

1. The terms used herein shall have meanings as follows:

(a) "Lots" shall mean the separate parcels of real property as they may be subdivided, and the improvements and office units thereon, located within KILLEARN OFFICE CENTER.

(b) "Lot Owner" means the owner of a lot within KILLEARN OFFICE CENTER. The initial lot owners are the Declarants.

(c) "Association" means KILLEARN OFFICE CENTER PROPERTY ASSOCIATION, INC., a non-profit Florida corporation, and its successors, which association shall be responsible for the operation, maintenance and management of the Common Areas and easement areas, and having such other rights, duties and obligations as are set forth in this Declaration.

(d) "By-Laws" shall mean such by-laws as are established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the Lot Owners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a Lot Owner.

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

2. These covenants and restrictions shall run with the land and shall be binding on Declarant and all persons claiming by, through or under the Declarant, for a period of thirty (30) years from the date of the recording hereof, at which time said covenants shall be automatically extended for successive five (5) year periods unless the owners of at least sixty percent (60%) of the land area within the Property shall agree by a written recorded instrument to terminate them or amend them.

3. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning Property subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees.

4. Invalidation of any provision or provisions of these covenants by judgment or court order shall not affect any of the other provisions of these covenants, which shall remain in full force and effect.

5. All lots included within the Property shall be known and described as business use lots.

6. Any business or profession not prohibited by applicable zoning regulations or other applicable ordinances or laws may be conducted or operated within the Property.

7. No fences, walls, exterior alterations, improvements, modifications or repairs (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) shall be made to or placed upon any lot or building by or on behalf of the owner thereof until and unless such owner shall first obtain the written approval of the Architectural Control Committee. The Architectural Control Committee shall initially be a committee of one (1) composed of BARRY FRANK, or his designee. BARRY FRANK may designate a replacement committee member or members, or a successor committee, and may establish and reduce to writing the method by which said committee shall thereafter be constituted. All requests for committee approval shall be submitted in writing to the committee by the owner of the lot, and shall include a detailed description of the work desired to be accomplished, together with plans and specifications relating thereto if such plans are called for by the Committee. Within thirty (30) days after the receipt of such request (including said description and including plans and specifications, if applicable) the Architectural Control Committee shall approve or disapprove such request in writing, and the decision of the Architectural Control Committee shall be final and binding upon the parties. In the event the Architectural Control Committee fails to approve or disapprove said request within said thirty (30) day period, then in such event said request shall be deemed to have been approved. The Architectural Control Committee shall have the power and authority to transfer all of the Committee's rights, responsibilities, powers and duties to the Board of Directors of the Association.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

9. No trailer, tent, shack, garage, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any improvements be made to any lot within the Property or to the exterior of any building located upon any such lot until and unless the owner thereof shall first obtain the written approval of the Architectural Control Committee.

10. No lot located within the Property shall be subdivided into smaller parcels.

11. All Common Areas within the Property shall be under the supervision and control of the Association.

12. Each lot owner will be entitled to one parking space upon the common parking area within the Property for each 200 square feet of office building owned by him. For example, an office unit having eighteen hundred (1,800) square feet shall be entitled to nine (9) parking spaces; sixteen hundred (1,600) square feet - eight (8) parking spaces; twelve hundred (1,200) square feet - six (6) parking spaces. No parking space credit shall be given for fractions of two hundred (200) feet. For example, a 1,450 square foot office unit is entitled to seven (7) parking spaces; a 1,700 square foot office unit is entitled to eight (8) spaces. Square feet measurements shall be from inside wall to inside wall. Parking and traffic rules and regulations for the Property may hereafter be adopted and enforced by the Association.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot.

14. No lot nor any part of the Common Area shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall be deposited only in closed containers authorized by the Association, and all equipment for the storage or disposal

of such materials shall be kept in a clean and sanitary condition.

15. No signs shall be placed or hung on, upon or from any lot or building within the property without the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the right and authority to establish uniform rules and regulations governing the size, color, location, placement, material, lighting and other matters pertaining to signs allowed and permitted upon the lots and buildings within the property. The Architectural Control Committee shall also have the right and authority to determine what type of sign, if any, will be allowed upon the Common Areas.

16. (A) Each lot owner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in KILLEARN OFFICE CENTER, at which time his membership in the Association shall automatically terminate.

(B) The Association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners except FRANK DEVELOPMENT, INC., and shall be entitled to one vote for each 500 square feet of office unit owned (measurements shall be from inside wall to inside wall. When more than one person owns an interest in a given office unit, all such persons shall be members and the vote for the office unit shall be exercised as the owners may determine among themselves.

CLASS B.. The Class B member shall be FRANK DEVELOPMENT, INC., who shall be entitled to exercise three votes for each vote held by Class A members. Class B membership shall cease and be converted to Class A membership when FRANK DEVELOPMENT, INC. has no ownership interest in KILLEARN OFFICE CENTER. or on July 1, 1985, whichever first occurs.

17. (A) Each lot owner by the acceptance of a deed for a lot located within the Property, whether or not it shall be so



expressed in such deed, covenants and agrees to pay to the Association:

1. Annual assessments or charges as herein set forth and as established by the Association; and
2. Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. Assessments shall be made pursuant to this Declaration and the By-Laws of the Association. No lot owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common or easement areas or by the abandonment of his lot.

(B) The assessments levied by the Association shall be used to promote and maintain the health, safety and welfare of the members of the Associations, and, in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the Common Areas of the Property, and such other areas which are maintained by the Association.

(C) Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in this Declaration, Articles, By-Laws or other agreements among the lot owners.

(D) The annual assessments levied by the Association shall be used to pay for the maintenance and repair of the Common Areas, water, electrical lighting and other necessary utility service for the Common Areas, and acquisition of

furnishings and equipment for the Common Areas as may be determined by the Board of Directors of the Association.

(E) The Board of Directors of the Association shall establish the amount of the annual assessment, and such assessments need not be uniform in amount for all lots, and in determining the amount of the total assessment allocated or attributable to each lot owner, such charges shall be predicated upon the total number of square feet of building space owned by the owner in relation to the total number of square feet in all of the buildings in KILLEARN OFFICE CENTER.

(F) The Board of Directors of the Association shall establish the date upon which the payments of installments of the first annual assessment shall commence, which date shall not be later than July 1, 1984.

(G) The decision of the Board of Directors of the Association in establishing the amount of the annual assessment may be vetoed and overridden by the vote of at least seventy percent (70%) of each class of members, in which event the amount of the Assessment shall be established by the majority vote of each class of members.

(H) 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 the Common Areas, or any other area or improvement which is the responsibility of the Association; provided, however, that any such assessment shall be made in accordance with majority vote of both classes of members.

(I) Annual assessments may be paid in equal monthly installments throughout the year with each installment due on the first day of each calendar month, and are delinquent if not paid by the 10th day of each month. The annual assessment and any special assessment may be prepaid in whole or in part. No set-offs shall be allowed to any lot owner for repairs or

improvements, or services contracted for by any lot owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the lot owner all legal costs, including a reasonable attorneys' fees, incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

(J) In order to defray the costs of additional bookkeeping, billing and related expenses, all assessments not paid within ten (10) days after the due date may upon decision of the Board of Directors of the Association bear a monthly service charge of at least \$5.00 per month from the due date.

(K) The sale or transfer of any lot shall not affect the assessment lien.

18. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(A) Maintain and otherwise manage all the Common Areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that may be acquired or built by the Association.

(B) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over or under the Common Areas.

(C) Obtain and maintain such policy or policies of fire, liability or bonding insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(D) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

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19. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each lot owner; provided, however, that if a lot owner shall fail to maintain his building or make the repairs or replacements which are the responsibility of such lot owner, then upon majority vote of the Association, and after not less than thirty (30) days written notice to the owner, the Association shall have the right (but not the obligation) to provide such maintenance or make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such lot owner and shall be payable to the Association by such lot owner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance or repair authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the lot owner to go upon any lot or building thereupon.

20. Except as may be otherwise specifically provided herein, this Declaration may be amended or terminated only by the unanimous written consent, in a recordable form, signed by all lot owners.

21. No provisions contained herein shall prevent FRANK DEVELOPMENT, INC., its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any building or other improvements upon the Property, nor shall said provision in any way prevent FRANK DEVELOPMENT, INC. from maintaining such sign or signs on the property as it deems necessary for the sale, lease or other disposition thereof.

22. In addition to all other rights and privileges granted to the FRANK DEVELOPMENT, INC. under this Declaration,

and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, FRANK DEVELOPMENT, INC. shall be entitled to appoint all or the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) July 1, 1985; or (2) FRANK DEVELOPMENT, INC. has sold all of its lots located on the Property.

23. Variances for minor deviations from this Declaration may be granted by Declarants or the Architectural Control Committee at any time to Declarants or any lot owner within the Property. Variances for such minor deviations, if any, are discretionary.

24. Each lot owner shall maintain fire and extended coverage insurance on his office unit and improvements in an amount equal to the maximum insurable replacement value. The Association may require the lot owner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the Association shall otherwise agree.

25. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the Property, the Association shall not be liable to lot owners, their licensees, invitees or guests, for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association, or caused by acts of God or by third parties.

26. No lot owner may construct or use and operate upon the Property an external radio or television antenna without the prior written consent other Architectural Control Commission.

PART II

EASEMENTS

1. The Declarants hereby grant to each present and future owner of property within KILLEARN OFFICE CENTER (i.e. Exhibit "A"), a perpetual non-exclusive easement for such owner, his heirs, successors, licensees, and invitees, to go over and upon the Common Areas (i.e. Exhibit "B") within KILLEARN OFFICE CENTER for the purpose of ingress and egress to and from such owner's lot, to and from Killearn Court, subject however, to such reasonable parking and/or vehicular traffic rules, regulations or routings as the Board of Directors of the Association may from time to time adopt or impose.

2. There shall exist and are hereby granted and imposed reciprocal appurtenant easements as between adjacent lots and between each lot and any portion of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settlement, or shifting of improvements constructed or altered thereon, provided that such construction or alteration is otherwise in accordance with these restrictions. Such easement shall extend to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point.

3. Utility easements are hereby reserved, granted and imposed through the Common Areas of the Property and in favor of the Association and the lot owners for utility services in order to properly and adequately serve all areas of the property. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities.

4. Whenever any utility line or cable installed by the Declarant or the developer of KILLEARN OFFICE CENTER and furnishing utilities to a particular lot, lies under a lot or lots owned by other than owner of the particular lot, an easement is deemed to exist allowing and permitting the presence of such utility

line or lines, and the owner of the particular lot shall have the right and is granted an easement to the extent necessary therefor to enter upon such other lot or lots, or to have a utility company or service company enter upon such lot or lots, to repair, replace and generally maintain such utility service lines and/or connections as and when the same is necessary.

PART III

PARTY WALL AGREEMENT

A. Some of the offices located upon the lots within the Property have common walls or party walls which are constructed along portions of side boundaries of lots within the Property. Each party wall is a load bearing wall serving each office contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

B. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall.

C. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and the other owner of such party wall shall contribute one-half (1/2) of the cost of restoration thereof, without prejudice and subject to, however, the right of any such owner to call for a larger contribution from the other owner thereof under any rule of law regarding liability or negligent or willful acts or omissions.

D. Notwithstanding any other provisions in these covenants, any owner, who by his negligent or willful act causes the party wall to be damaged and/or exposed to the elements, will bear the whole cost of necessary repair and protection against such elements.

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E. The right of any owner to contribution from any other owner under these restrictions shall be appurtenant to the land and shall pass to such owner's successors in title.

F. In the event of any dispute arising concerning a party wall under the provisions of this article, the matter shall be presented to and resolved by the Board of Directors of the Association, and the Board's determination shall be binding upon all parties involved.

G. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said Property.

#### PART IV

##### AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

FRANK DEVELOPMENT, INC. reserves and shall have the sole right to (a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) include in any contract for deed or other instrument hereafter made, any additional covenants and restrictions applicable to the properties which do not lower standards of the covenants and restrictions herein contained, and (c) waive enforcement of any provision of these restrictions if FRANK DEVELOPMENT, INC. determines such violation to be a minor or unsubstantial violation, and (d) FRANK DEVELOPMENT, INC. may also amend these restrictions to add additional contiguous property to these covenants. The additional property if added will be subject to these restrictions as they may be amended from time to time.

IN WITNESS WHEREOF, the Declarant has executed this instrument at Tallahassee, Leon County, Florida, the date and



year first above written.

001112002092

WITNESSES:

[Signature]  
Richard W. Phillips  
[Signature]  
 x Richard W. Phillips  
[Signature]  
 x Richard W. Phillips  
[Signature]  
 x Richard W. Phillips

FRANK DEVELOPMENT, INC.

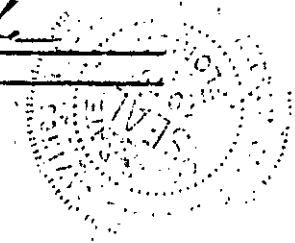
By: [Signature]  
 Its: President  
[Signature]  
 BENJAMIN E. BROWN  
[Signature]  
 LARRY W. ROBERTSON  
[Signature]  
 GLENN C. BROWN, JR.

JOINED IN AND ACCEPTED BY:

[Signature]  
[Signature]

ANDREW JACKSON STATE SAVINGS AND LOAN ASSOCIATION

By: [Signature]  
 Its: Senior V.P.



STATE OF FLORIDA, COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants, Party Wall Agreement and Grant of Reciprocal Easements was acknowledged before me by BARRY FRANK as PRESIDENT of FRANK DEVELOPMENT, INC. on the 10<sup>th</sup> day of March, 1984.  
April

[Signature]  
 NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA, COUNTY OF LEON.

Notary Public, State of Florida at Large  
 My Commission Expires July 6, 1984  
 Bonded Three Troy Title Insurance Co.

The foregoing Declaration of Restrictive Covenants, Party Wall Agreement and Grant of Reciprocal Easements was acknowledged before me by BENJAMIN E. BROWN on this the 10<sup>th</sup> day

of ~~March~~ 1984.  
*April*

OR1112PC2093

*Phyllis Johns*  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 6, 1984  
Bonded thru Troy Felt Insurance Inc.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants,  
Party Wall Agreement and Grant of Reciprocal Easements was  
acknowledged before me by LARRY H. ROBERTSON on this 10 day of  
~~March~~ 1984.

*April*

*Phyllis Johns*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires July 6, 1984  
Bonded thru Troy Felt Insurance Inc.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants,  
Party Wall Agreement and Grant of Reciprocal Easements was  
acknowledged before me by GLENN C. BROWN, JR. on this 10<sup>th</sup> day  
of ~~March~~, 1984.

*April*

*Phyllis Johns*  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires July 6, 1984  
Bonded thru Troy Felt Insurance Inc.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants,  
Party Wall Agreement and Grant of Reciprocal Easements was  
acknowledged before me by THOMAS L. INGLE as  
SR. VICE PRESIDENT of ANDREW JACKSON STATE SAVINGS AND LOAN  
ASSOCIATION on this 10<sup>th</sup> day of ~~March~~, 1984.

*APRIL*

*Grant O. O'Grady*  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State Of Florida At Large  
My Commission Expires May 3, 1987  
Bonded By SAFECO Insurance Company of America

CRG:ca

EXHIBIT "A"

LOT I described as:

Commence at the Northeast corner of Section 3, Township 1 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the left, thence run Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. S-261 (Capital Circle) thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 398.42 feet to a concrete monument, thence leaving said Southerly right-of-way boundary run South 12 degrees 01 minutes 20 seconds East 332.72 feet to a concrete monument, thence run North 89 degrees 16 minutes 59 seconds East 201.82 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 16 minutes 59 seconds East 153.50 feet to a concrete monument, thence run North 00 degrees 37 minutes 14 seconds West 114.00 feet to a point for corner, thence South 89 degrees 16 minutes 59 seconds West 17.50 feet to a point, thence North 78 degrees 48 minutes 39 seconds West 102.30 feet to a point of a curve concave to the Northwest, thence run Southwesterly along said curve with a radius of 50.00 feet, through a central angle of 45 degrees 50 minutes 14 seconds, for an arc distance of 40.00 feet (said curve having a chord bearing of South 66 degrees 27 minutes 50 seconds West and a chord distance of 38.94) to a point for corner, thence South 00 degrees 37 minutes 14 seconds East 120.00 feet to the POINT OF BEGINNING; containing 0.435 of an acre, more or less.

and

LOT II described as:

Commence at the Northeast corner of Section 8, Township 1 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the left, thence run Southwesterly and Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. S-261 (Capital Circle) thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 398.42 feet to a concrete monument, thence leaving said Southerly right-of-way boundary run South 12 degrees 01 minutes 20 seconds East 332.72 feet to a concrete monument, thence run North 89 degrees 16 minutes 59 seconds East 355.32 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 37 minutes 14 seconds West 114.00 feet to a point, thence North 89 degrees 16 minutes 59 seconds East 86.50 feet to a point, thence South 00 degrees 37 minutes 14 seconds East 114.00 feet to a point, thence South 89 degrees 16 minutes 59 seconds West 86.50 feet to the POINT OF BEGINNING, containing 0.226 acres more or less.

CRG6:ca

Less and except the following described parcels:

Commence at the Northeast corner of Section 8, Township 1 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the Left, thence run Southwesterly and Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. S-261 (Capital Circle) thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 398.42 feet to a concrete monument, thence Leaving said Southerly right-of-way boundary run South 12 degrees 01 minutes 20 seconds East 332.72 feet to a concrete monument, thence run North 89 degrees 16 minutes 59 seconds East 261.82 feet thence North 00 degrees 37 minutes 14 seconds West 51.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 37 minutes 14 seconds West 27.00 feet thence North 89 degrees 16 minutes 59 seconds East 14.80 feet thence North 00 degrees 37 minutes 14 seconds West 15.50 feet thence North 89 degrees 16 minutes 59 seconds East 22.50 feet thence South 00 degrees 37 minutes 14 seconds East 12.0 feet thence North 89 degrees 16 minutes 59 seconds East 50.70 feet thence South 00 degrees 37 minutes 14 seconds East 30.50 feet thence South 89 degrees 16 minutes 59 seconds West 88.00 feet to the POINT OF BEGINNING.

and

Commence at the Northeast corner of Section 8, Township 1 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the Left, thence run Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. S-261 (Capital Circle) thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 398.42 feet to a concrete monument, thence Leaving said Southerly right-of-way boundary run South 12 degrees 01 minutes 20 seconds East 332.72 feet to a concrete monument, thence run North 89 degrees 16 minutes 59 seconds East 370.32 feet thence North 00 degrees 37 minutes 14 seconds West 51.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 37 minutes 14 seconds West 25.0 feet thence North 89 degrees 16 minutes 59 seconds East 15.5 feet thence South 00 degrees 37 minutes 14 seconds East 5.3 feet thence North 89 degrees 16 minutes 59 seconds East 19.50 feet thence North 00 degrees 37 minutes 14 seconds West 10.00 feet thence South 89 degrees 16 minutes 59 seconds West 5.00 feet thence North 00 degrees 37 minutes 14 seconds West 20.6 feet thence North 89 degrees 16 minutes 59 seconds East 5.00 feet thence North 00 degrees 37 minutes 14 seconds West 12.4 feet thence North 89 degrees 16 minutes 59 seconds East 20.0 feet thence South 00 degrees 37 minutes 14 seconds East 62.70 feet thence South 89 degrees 16 minutes 59 seconds West 55.00 feet to the POINT OF BEGINNING.

FIRST AMENDMENT TO  
DECLARATION OF  
RESTRICTIVE COVENANTS, PARTY WALL  
AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS

OR1183PC1425

THIS INDENTURE, dated this 21<sup>st</sup> day of October,  
1984, by FRANK DEVELOPMENT, INC., a Florida corporation hereinaf-  
ter referred to as the "Declarant".

W I T N E S S E T H :

THAT WHEREAS, by Declaration of Restrictive Covenants,  
Party Wall Agreement and Grant of Reciprocal Easements dated  
April 10, 1984 and recorded in Official Records Book 1112, at  
Page 2078 of the Public Records of Leon County, Florida, the  
Declarant imposed restrictive covenants, party wall agreements  
and grants of reciprocal easements upon the property described in  
Exhibit "A" attached hereto and made a part hereof, and for  
convenience sometimes hereinafter referred to as "the Property",  
and

WHEREAS, said Declaration of Restrictive Co-  
Party Wall Agreement and Grant of Reciprocal Easements also  
designated certain property as "common areas" as further  
described in Exhibit "B" of said Declaration; and

WHEREAS, Exhibit "B" of said Declaration is incomplete  
and erroneous because a portion of the legal description was  
omitted (Exhibit "B" as recorded should have been the second page  
of Exhibit "B" and the first page of Exhibit "B" should have been  
the same legal description as the recorded Exhibit "A"); and

WHEREAS, the Declarant, along with those other persons  
and corporations who have an interest in the property and whose  
signatures are placed at the end of this Indenture, wish to  
correct the legal description of Exhibit "B" to the Declaration;  
and

NOW, THEREFORE, in consideration of the foregoing, the  
Declarant does hereby amend the Declaration of Restrictive  
Covenants, Party Wall Agreement and Grant of Reciprocal Easements  
dated April 10, 1984 by substituting the legal description

Oct 21 3 47 PM 1984  
CLERK OF DISTRICT COURT  
1221

attached hereto as Exhibit "B" for the legal description found in the Declaration as Exhibit "B".

IN WITNESS WHEREOF, the Declarant has set its hand and affixed its seal the day and year first above written.

Shannon R. Summerlin

FRANK DEVELOPMENT, INC.

Christina Balchright

By [Signature]  
Its President

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Amendments to Declaration of Restrictive Covenants, Party Wall Agreement and Grant of Reciprocal Easements has been acknowledged by BARRY FRANK as President of FRANK DEVELOPMENT, INC. this 20<sup>th</sup> day of October, 1984.

CRG7:ca  
9/17/84

Christina Balchright

NOTARY PUBLIC

My Commission Expires:

History Staff, Citicorp Florida

My Commission Expires July 15, 1987

Banded 10/17/84 Frank Development, Inc.

7/26/87

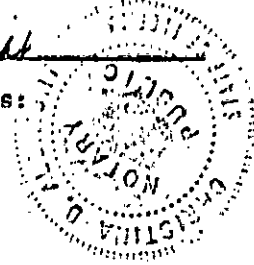
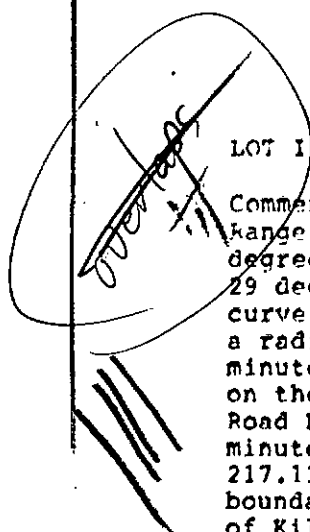


EXHIBIT "A"



LOT I described as:

Commence at the Northeast corner of Section 8, Township 1 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 22 minutes 46 seconds West 1751.99 feet, thence run South 29 degrees 31 minutes 40 seconds West 33.02 feet to a point of curve to the Left, thence run Southeasterly along said curve with a radius of 574.64 feet, through a central angle of 46 degrees 53 minutes 50 seconds, for an arc distance of 470.35 feet to a point on the Easterly boundary of the 100.00 foot right-of-way of State Road No. S-261 (Capital Circle) thence run South 17 degrees 22 minutes 10 seconds East along said Easterly right-of-way boundary 217.13 feet to the intersection of said Easterly right-of-way boundary with the Southerly boundary of the 80 foot right-of-way of Killearn Center Boulevard, thence run North 72 degrees 37 minutes 50 seconds East along said Southerly right-of-way boundary 398.42 feet to a concrete monument, thence leaving said Southerly right-of-way boundary run South 12 degrees 01 minutes 20 seconds East 332.72 feet to a concrete monument, thence run North 89 degrees 16 minutes 59 seconds East 201.82 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 16 minutes 59 seconds East 153.50 feet to a concrete monument, thence run North 00 degrees 37 minutes 14 seconds West 114.00 feet to a point for corner, thence South 89 degrees 16 minutes 59 seconds West 17.50 feet to a point, thence North 78 degrees 48 minutes 39 seconds West 102.30 feet to a point of a curve concave to the Northwest, thence run Southwesterly along said curve with a radius of 50.00 feet, through a central angle of 45 degrees 50 minutes 14 seconds, for an arc distance of 40.00 feet (said curve having a chord bearing of South 66 degrees 27 minutes 50 seconds West and a chord distance of 38.94) to a point for corner, thence South 00 degrees 37 minutes 14 seconds East 120.00 feet to the POINT OF BEGINNING; containing 0.435 of an acre, more or less.

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EXHIBIT "B"

Page 1

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CRG6:ca



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