

RESTRICTIVE COVENANTS

THIS INDENTURE, Made and entered into by and between TALLAVANA PROPERTIES, INC., a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida, hereinafter referred to as the Party of the First Part, and ESTATE OF CONRAD HARRELL by Robert C. Harrell, executor John G. Bert, Jr. and Margaret Miller Bert of GADSDEN County, Florida, hereinafter referred to as the Party of the Second Part:

W I T N E S S E T H :

THAT WHEREAS, the Party of the First Part is the owner of that certain real property located in Gadsden County, Florida, hereinafter more particularly described and designated as Parcel A: and

WHEREAS, the Party of the Second Part are the owners of that certain real property located in Gadsden County, Florida, hereinafter more particularly described and designated as Parcel B: and

WHEREAS, both of said parcels of real property border upon that certain lake known to the parties as Lake Tallavana; and

WHEREAS, the parties hereto do wish to impose certain Restrictive Covenants of record upon the hereinafter described lands for the use and benefit of the parties hereto, their heirs, successors, devisees and assigns; and

WHEREAS, each party hereby conclusively acknowledges that the imposition of such restrictions upon the remaining parties' lands will be of benefit to each party hereto; and

WHEREAS, each of the parties hereto conclusively acknowledges the receipt of adequate and sufficient consideration for the execution of this indenture.

NOW, THEREFORE, in consideration of the hereinabove set forth premises and in consideration of the imposition of the hereinafter set forth restrictions and covenants, the parties hereto do hereby impose the following covenants and restrictions upon the hereinafter described real property, which covenants and restrictions shall run with the land, and which shall be binding on the parties hereto and all persons claiming by, through or under said parties until January 1, 2002, at which time said covenants and restrictions shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels conveyed by the parties hereto shall agree to change them in whole or in part. The land upon which the following restrictions are imposed are those certain lands located in Gadsden County, Florida, more particularly described as follows:

PARCEL A: A tract or parcel of land lying and being in Sections 5, 6, 7 and 8 of Township 2 North; Range 2 West, Gadsden County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 6 and run thence South 1 degree 20 minutes 10 seconds West along the section line 52.00 feet to a fence, thence North 89 degrees 36 minutes 0 seconds East approximately along said fence 2533.24 feet, thence South 0 degrees 22 minutes 0 seconds East approximately along an old fence 2635.65 feet to a fence corner, thence South 88 degrees 39 minutes 20 seconds West approximately along an old fence 130.00 feet to a fence corner, thence South 0 degrees 0 minutes 30 seconds West approximately along an old fence 2853.76 feet to a fence corner, thence North 89 degrees 54 minutes West approximately along an old fence 1315.07 feet to a fence corner, thence South 0 degrees 18 minutes 30 seconds West approximately along an old fence 2639.09 feet to a fence corner, thence North 89 degrees 43 minutes 20 seconds West approximately along an old fence line 1171.18 feet to a point on the section line between Sections 7 and 8, thence North 89 degrees 43 minutes 0 seconds West approximately along an old fence 2796.07 feet to the South boundary of the Northwest Quarter of said Section 7, thence North 87 degrees 05 minutes 44 seconds West along said South boundary a distance of 2093.00 feet to a concrete monument on the Westerly bank of a creek known as Thomas Mill Creek, thence Southerly along the centerline of said creek to its intersection with the Northeasterly Right of Way boundary of State Road No. 270, the approximate centerline of said creek being described as follows: From said concrete monument on the West bank of said creek run South 48 degrees 56 minutes 44 seconds East 198.68 feet to a point in the

center of said creek, thence North 88 degrees 49 minutes 16 seconds East 53.96 feet, thence South 9 degrees 26 minutes 44 seconds East 137.90 feet, thence South 20 degrees 09 minutes 16 seconds West 90.30 feet, thence North 70 degrees 23 minutes 44 seconds West 68.70 feet, thence South 20 degrees 01 minutes 16 seconds West 57.85 feet, thence South 57 degrees 39 minutes 16 seconds West 59.0 feet, thence South 38 degrees 20 minutes 44 seconds East 138.30 feet, thence South 42 degrees 22 minutes 16 seconds West 72.48 feet, thence South 23 degrees 40 minutes 44 seconds East 85.55 feet, thence South 43 degrees 38 minutes 44 seconds East 100.70 feet, thence South 60 degrees 32 minutes 16 seconds West 93.73 feet, thence South 38 degrees 28 minutes 16 seconds West 118.73 feet, thence South 25 degrees 29 minutes 44 seconds East 168.54 feet, thence South 75 degrees 55 minutes 44 seconds East 121.80 feet, thence South 00 degrees 07 minutes 44 seconds East 151.00 feet, thence North 83 degrees 02 minutes 44 seconds West 117.28 feet, thence South 35 degrees 45 minutes 44 seconds East 103.00 feet, thence South 06 degrees 24 minutes 16 seconds West 73.60 feet, thence South 36 degrees 18 minutes 16 seconds West 109.25 feet to the Northeast boundary of said State Road No. 370, thence leaving said creek run North 52 degrees 35 minutes 44 seconds West along said Right of Way boundary a distance of 424.96 feet to the West boundary of said Section 7, thence North 00 degrees 04 minutes 16 seconds East along said West boundary a distance of 2523.11 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 7, thence South 86 degrees 50 minutes 44 seconds East along the North boundary of the Southwest Quarter of the Northwest Quarter of said Section 7 a distance of 1185.26 feet, thence North 1 degree 11 minutes 56 seconds East along the West boundary of the East one half of the Northwest Quarter of said Section 7 a distance of 1346.76 feet to the North boundary of said Section 7, thence South 86 degrees 34 minutes 04 seconds East along said North boundary a distance of 1320.00 feet to the Southwest corner of the East one half of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along the West boundary of the East one half of said Section 6 a distance of 2742.02 feet to the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 87 degrees 14 minutes 16 seconds West along the South boundary of said Southeast Quarter of the Northwest Quarter of said Section 6 a distance of 30.56 feet to an old fence line, thence North 00 degrees 17 minutes 40 seconds West approximately along said fence 35.24 feet to a fence corner, thence South 89 degrees 46 minutes 40 seconds West approximately along an old fence 675.85 feet to the South boundary of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 87 degrees 14 minutes 16 seconds West along said South boundary a distance of 612.62 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along the West boundary of the Southeast Quarter of the Northwest Quarter a distance of 1288.00 feet to an old fence, thence North 89 degrees 36 minutes 20 seconds East approximately along said old fence 580.38 feet to the North boundary of the Southeast Quarter of the Northwest Quarter of said Section 6, thence South 87 degrees 14 minutes 16 seconds East along

said North boundary a distance of 739.00 feet to a concrete monument on the West boundary of the East one half of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along said West boundary a distance of 1357.70 feet to an old fence, thence South 89 degrees 11 minutes 40 seconds East approximately along said old fence, a distance of 493.61 feet, thence South 00 degrees 02 minutes 20 seconds West approximately along an old fence 9.90 feet to a concrete monument, thence North 75 degrees 33 minutes 10 seconds East approximately along an old fence 294.83 feet to the North boundary of said Section 6, thence North 89 degrees 58 minutes 50 seconds East along said North boundary a distance of 717.87 feet to the Southeasterly Right of Way boundary of State Road No. 12, thence South 74 degrees 44 minutes 24 seconds West along said Right of Way boundary a distance of 232.89 feet to an old fence, thence North 89 degrees 36 minutes 00 seconds East approximately along said old fence a distance of 1388.14 feet to the Point of Beginning, less and except that part of the above described property lying within the Right of Way of said State Road No. 12, containing, less exception, 1043.64 acres more or less.

PARCEL B: North half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 5, Township 2, North, Range 2 West in Gadsden County, Florida. Said restrictions and covenants are as follows:

1. Any parcel conveyed by either of the parties hereto shall be hereinafter referred to as a "lot", and said parcels shall be subject to all of the restrictions herein set forth; provided, however, that said lands shall not be subdivided into lots having a square footage of less than 15,000 square feet. The foregoing shall not be deemed to prohibit the subdivision and resubdivision upon subsequent conveyances except that the ultimate subdivision of said property shall be into lots or parcels having no less than the aforesaid 15,000 square feet per lot.
2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling, not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. A boat slip may be constructed in connection with the

use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such buildings have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots, which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefor, which written request shall be accompanied by adequate plans and specifications, this covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

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

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said unrecorded plat, but

H.D. BRY
IN PARCEL A
no lot shall be subdivided to secure more than one (1) building plot. ~~at least 15,000 sq. ft.~~ *18 parcel B plat 10-7-01/11/12* No lot shall be less than 15,000 square feet.

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

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, basement (except as otherwise herein provided), tent, shack, garage, barn or other out buildings

shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, travel trailers or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

12. Each lot owner shall be responsible for the maintenance and repair of the driveway leading to the lot. The driveway shall be paved with concrete or asphalt and shall be at least 10 feet wide. The driveway shall be maintained in good condition and shall be free of any obstructions. The lot owner shall be responsible for the maintenance and repair of the driveway leading to the lot. The driveway shall be paved with concrete or asphalt and shall be at least 10 feet wide. The driveway shall be maintained in good condition and shall be free of any obstructions.

13. No septic tank shall be located closer than one hundred (100) feet to the highwater mark of Lake Tallavana.

12/11/11
12/11/11
12/11/11

14. The lot owner shall be responsible for the maintenance and repair of the driveway leading to the lot. The driveway shall be paved with concrete or asphalt and shall be at least 10 feet wide. The driveway shall be maintained in good condition and shall be free of any obstructions. The lot owner shall be responsible for the maintenance and repair of the driveway leading to the lot. The driveway shall be paved with concrete or asphalt and shall be at least 10 feet wide. The driveway shall be maintained in good condition and shall be free of any obstructions.

WITNESSES:

(SEAL)

Ronald W. Stephens
Kathy M. McCreary

ESTATE OF CONRAD HARLESS
by Robert C. Harless EXECUTOR (SEAL)

(SEAL)

Paul H. Meyer
Steven G. King

John D. Best, Jr. (SEAL)
Margaret Phyllis Best (SEAL)

STATE OF FLORIDA,)
COUNTY OF LEON.)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared R. FRANK DONALDSON and TERRY C. NELSON, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS as President and Secretary, respectively, and acknowledged before me that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County named above this 3rd day of November, A.D. 1972.

Lucy Elizabeth Sasser
NOTARY PUBLIC
My commission expires _____
Notary Public, State of Florida at Large
My Commission Expires March 9, 1979
Bonded by Union National Bank, Inc.

STATE OF FLORIDA,

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared _____, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the state and county named above this _____ day of _____, A.D. 1972.

NOTARY PUBLIC
My commission expires: _____

STATE OF FLORIDA,

COUNTY OF CADDOEN

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared ESTATE OF CONRAD HARRELL and ROBERT C. HARRELL, EXECUTOR, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the state and county named above this 13 day of NOVEMBER, A.D. 1972.

Laurin D. Laing
NOTARY PUBLIC
My commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 15, 1975
PENNINGTON & WILKINSON - TALLAHASSEE, FLORIDA

STATE OF FLORIDA,

COUNTY OF CADDOEN

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared JOHN G. BERT, JR. and MARGARET MILLER BERT, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the state and county named above this 13 day of NOVEMBER, A.D. 1972.

Laurin D. Laing
NOTARY PUBLIC
My commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 15, 1975
PENNINGTON & WILKINSON - TALLAHASSEE, FLORIDA

Recorded in the records of the County of Caddo, Louisiana, by _____ on _____, 1972.

RESTRICTIVE COVENANTS

5/4 pt
of 187.85 ac

THESE RESTRICTIVE COVENANTS, made, executed and delivered by LEISURE PROPERTIES, LTD., a Florida Limited Partnership, this 29th day of March, A.D., 1990.

- W I T N E S S E T H -

WHEREAS Leisure Properties, Ltd., a Florida Limited Partnership, is the owner and developer of a certain portion of a development located in Gadsden County, Florida, known as Lake Tallavana subdivision (Tallavana subdivision), and

WHEREAS those lands are being developed as a separate portion of that certain development which was being developed by Tallavana Properties, Inc., a Florida corporation, generally known as and referred to as Lake Tallavana, an unrecorded subdivision (or Tallavana subdivision) upon lands located in Gadsden County, Florida, as described in that certain Deed dated August 8, 1972, and recorded in Official Records Book 147, page 532, of the Public Records of Gadsden County, Florida; prior phases or units of lots having been heretofore developed and lots in said phases or units have been sold to third parties; and

WHEREAS the lands hereinafter described constitute a separate additional unit, phase or adjoining part of said unrecorded subdivision which will be divided into lots and sold to third parties; and

WHEREAS it is the desire of Leisure Properties, Ltd., that the hereinafter described lands be encumbered in the same manner as all lands heretofore subdivided in Lake Tallavana, an unrecorded subdivision, said restrictions being for the benefit of third parties who purchase lots; and

WHEREAS Leisure Properties, Ltd., has heretofore agreed with Tallavana Homeowners Association, Inc. in that certain Agreement dated August 13, 1982 and recorded in the Public Records of Gadsden County, Florida, in Official Records Book 296, page 1922, Section B, paragraph 4 therein to place upon Leisure's development all the same restrictive covenants contained in those certain Restrictive Covenants dated February 27, 1978 and recorded in Official Records Book 241, page 8, of the Public Records of Gadsden County, Florida; and

WHEREAS said lands are located in Gadsden County, Florida, and described more particularly as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NOW, THEREFORE, in consideration of the hereinabove set forth premises, Leisure Properties, Ltd., the owner and developer of the above described real property, does impose upon the hereinabove described real property the following restrictions and covenants to run with the land which shall be binding upon all persons purchasing lots within the above-described property and upon all persons claiming by, through, or under Leisure Properties, Ltd., and/or Tallavana Properties, Inc., its successors or assigns, until January 1, 2002, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels hereafter conveyed by Leisure Properties, Inc. and heretofore conveyed by Tallavana Properties, Inc. within Lake Tallavana, an unrecorded subdivision, shall agree to change them in whole or in part.

1. All reference to "Lots" herein shall mean those lots itemized herein as depicted upon that recorded plat

entitled "Lake Tallavana, a subdivision", approved by the Board of County Commissioners, Gadsden County, Florida, on April 13, 1984, recorded in Plat Book 2, page 22-24, and prepared by John D. Johnson, Registered Florida Land Surveyor, Chipley, Florida, which plat depicts Lots 101 through 111, Block "A"; Lots 13 through 17, Block "D"; Lots 9 through 14, Block "E"; Lots 14 through 18, Block "F"; and Lots 25 through 42, Block "F" located generally in the center section of the West side of the entire property and development known as Lake Tallavana and constitutes a recorded subdivision of the above described land.

2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family site-built dwelling not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. If this lot is located contiguous to water, a boat slip may be constructed in connection with the use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such building have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefor, which written request shall be

accompanied by adequate plans and specifications, this covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

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

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said recorded plat, but no lot shall be subdivided to secure more than one (1) building plot.

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

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, modular home, basement (except as otherwise herein provided), tent, shack, garage, barn or other outbuildings shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, travel trailers, or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, tenants, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

12. Each lot owner, by acquiring title to any lot or by acquiring any interest in said lot which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall, upon acquisition of said title or interest in said lot, automatically become a member in Tallavana Homeowners Association, Inc., and does agree to abide by the provisions of such association's Charter, By-Laws and Regulations with relation to the use of such lot, Tallavana Homeowners Association, Inc.'s roads and its Lake Tallavana and to timely pay all such assessments as are reasonably levied by said Homeowners Association.

13. No septic tank shall be located closer than one hundred (100) feet to the highwater mark of Lake Tallavana.

14. There has been heretofore created a committee called the Lake Tallavana Architectural Control Committee (hereinabove and hereinafter referred to as the "Architectural Control Committee" or the "Committee"). Said Committee was elected and chosen from members of the Tallavana Homeowners Association, Inc. at a special meeting held on February 24, 1975. Tallavana Properties, Inc. did not vote in the election of such Architectural Control Committee members, and under the Articles of Incorporation, cannot vote for said members at future elections. The owners of real property in the Lake Tallavana development other than Tallavana Properties, Inc. must, from time to time, elect such Committee members. The Committee functions as a Committee of the Tallavana Homeowners Association, Inc.

15. If the grantor or any persons claiming by, through or under the grantor or its heirs or assigns or any other person shall violate or attempt to violate any of the

restrictions or covenants herein contained, it shall be lawful for any person or persons owning any lot depicted upon said unrecorded plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages for such violation.

16. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

17. No clearing of vegetation or trees shall be done within thirty (30) feet of the front or rear lines or within ten (10) feet of side lot lines except: (1) the removal of underbrush shall be permitted; (b) Dogwood, Redwood and Magnolia trees under one (1) inch in diameter may be removed unless protected by law; (c) all scrub or Black Jack Oak may be removed; (d) all other species of trees under four (4) inches in diameter may be removed; and (e) all trees and other vegetation may be removed for construction of a driveway not to exceed twenty (20) feet in width.

18. Each lot owner, his guests, invitees, successors, devisees or assigns shall use only those entrances and exits to and from the Lake Tallavana development as may be designated from time to time by the Tallavana Homeowners Association, Inc. for use by all owners of lots within the Lake Tallavana development, and no owner shall create, use nor authorize the use of any other entrances or exits from lots or parcels of land within the Lake Tallavana development.

19. These restrictions shall run with the land.

IN WITNESS WHEREOF, the said Leisure Properties, Ltd.
has caused these presents to be executed in its name and its
corporate seal to be affixed hereto the day and year first
above written.

Signed, Sealed and Delivered
in the presence of:

Lina Inghold
Samuel Carter
As to St. George's Plantation,
Inc.

Lina Inghold
Samuel Carter
As to Leisure Development,
Inc.

LEISURE PROPERTIES, LTD.,
a Florida Limited Partnership

BY: ST. GEORGE'S PLANTATION,
INC., a Florida Corporation

by: Gene D. Brown
GENE D. BROWN
Its President

ST. George's
Plantation, Inc.
Corporate
(Corporate Seal)
Seal

BY: LEISURE DEVELOPMENT, INC.,
a Florida Corporation

by: Gene D. Brown
GENE D. BROWN
Its President

Leisure
Development
Inc.
Corporate
Seal

GENERAL PARTNERS

109.03 Acre Tract

Commence at a concrete monument marking the Northeast corner of the West Half of the Northwest Quarter of Section 8, Township 2 North; Range 2 West, Gadsden County, Florida, said concrete monument being located North 89 degrees 24 minutes 30 seconds West 1323.36 feet from the Northeast corner of the Northwest Quarter of said Section 8 (proven) and run thence North 51 degrees 33 minutes 42 seconds West 188.74 feet to an iron pipe for the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 19 minutes 14 seconds West approximately along an old fence 1514.06 feet to a concrete monument on the Northerly boundary of Tallavana, an unrecorded subdivision in said Section 8, and Sections 6 and 7, Township 2 North; Range 2 West, Gadsden County, Florida, thence along the Northerly boundary of said Tallavana, an unrecorded subdivision, as follows: South 68 degrees 38 minutes 10 seconds West 175.0 feet to a concrete monument, thence North 51 degrees 00 minutes 49 seconds West 576.84 feet, thence North 58 degrees 17 minutes 31 seconds West 467.58 feet, thence North 01 degree 17 minutes 54 seconds West 353.09 feet, thence North 47 degrees 45 minutes 59 seconds West 552.43 feet, thence North 26 degrees 49 minutes 26 seconds West 356.75 feet, thence North 60 degrees 12 minutes 43 seconds East 195.89 feet, thence leaving said Northerly boundary of Tallavana, Unrecorded, run South 87 degrees 31 minutes 42 seconds East 695.65 feet, thence North 58 degrees 34 minutes 17 seconds East 155.13 feet, thence North 48 degrees 06 minutes 56 seconds East 327.87 feet, thence North 14 degrees 56 minutes 57 seconds East 306.57 feet, thence North 76 degrees 13 minutes 47 seconds West 332.25 feet, thence North 40 degrees 48 minutes 49 seconds East 204.43 feet, thence North 43 degrees 05 minutes 27 seconds West 424.50 feet, thence North 26 degrees 33 minutes 54 seconds East 256.61 feet, to the Northerly right-of-way boundary of a proposed 60.0 foot roadway (Pine Top Court), thence South 51 degrees 29 minutes 37 seconds East along said Northerly right-of-way boundary 398.08 feet, thence North 66 degrees 48 minutes 05 seconds East 474.97 feet, thence North 50 degrees 17 minutes 24 seconds East 383.47 feet, thence North 03 degrees 10 minutes 47 seconds East 180.28 feet, thence North 57 degrees 33 minutes 22 seconds East 357.0 feet to the Westerly right-of-way boundary of a proposed 60.0 foot roadway, thence North 63 degrees 39 minutes 50 seconds East 60.34 feet to the Easterly right-of-way boundary of said proposed 60.0 foot roadway, thence South 32 degrees 26 minutes 38 seconds East along said right-of-way boundary 53.96 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 717.88 feet, through a central angle of 17 degrees 39 minutes 23 seconds, for an arc distance of 221.22 feet, thence North 98 degrees 10 minutes 42 seconds East 428.61 feet, thence South 00 degrees 00 minutes 30 seconds West 1872.65 feet, thence North 89 degrees 54 minutes West 1315.07 feet to the POINT OF BEGINNING; containing 109.03 acres, more or less.

The foregoing described property being subject to drainage and roadway easements.



Broward P. Davis

 BROWARD P. DAVIS

Registered Florida Land Surveyor, NO. 1254

9002158 860511

O.R. BOOK 367 PAGE 1018-1025
 REC. NICHOLAS THOMAS, CLERK
 GADSDEN CO., FLORIDA

FILED, RECORDED AND
 RECORD VERIFIED
 NICHOLAS THOMAS, CLERK CIR CRT
 GADSDEN COUNTY, FLA.
 BY *N. Thomas*

EXHIBIT NO. 6

'90 MAR 23 PM 4 06