

OR 1783PG1388

Prepared by:
Samuel L. Elliott, Jr.
1945 TANDLER RD
FALL PLAZA 22ND

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAUREL OAKS SUBDIVISION

DAVE LAMB
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

Dec 22 9 14 AM '94

1331628

This Declaration, made effective as of the 22 day of DECEMBER, 1994, by SAMUEL L. ELLIOTT JR.; ELBERT L. AND PATRICIA BARINEAU; hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant as of the effective date hereof is the OWNERS of certain real property lying and being in Leon County, Florida, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and for the maintenance of any such common facilities, service and properties so developed and provided to the community; and to this end, Declarant desires to subject the Property, together with such other and additional property as may hereafter be made subject to this Declaration, to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of the Property and each and every owner of any and all parts thereof; and each of which shall inure to the benefit of and run with the Property; and

WHEREAS, Declarant deems it desirable, to carry out the purposes herein stated, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the provisions herein stated and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created;

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, LAUREL OAKS HOMEOWNERS ASSOCIATION INC., hereinafter referred to as the "Association" which, as a beneficiary of this Declaration shall have the power and responsibility to administer and enforce the provisions of this Declaration and to collect and disburse the assessments and charges hereinafter created, and shall have the other powers and responsibilities set forth in the Association's Articles of Incorporation and Bylaws, as amended from time to time.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied, and used subject to the covenants, restrictions, conditions, easements, agreements, charges and liens (sometimes referred to as the "covenants and

OR 1703PG1389

restrictions") hereinafter set forth. Every grantee of any interest in any lot or real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of said terms and conditions.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit or shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Orchard Walk Homeowners Association Inc., a Florida non-profit corporation.

(b) "Properties" shall mean and refer to the Property and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions hereof.

(c) "Lot" shall mean and refer to any plot of land and shown as a numbered parcel on any final recorded plat of survey of the Properties with the exception of Common Properties as heretofore defined.

(d) "Owner" 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 any security deed, deed to secure debt, or mortgage encumbering any Lot, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

(e) "Member" shall mean and refer to those persons who are members of the Association as provided in Article III hereof provided, however, there shall be no more than two members of any Lot as determined by a vote of the owners of each Lot.

(g) "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other, by marriage or adoption or (2) a group of not more than three persons not all so related, who maintain a common household in a residence on a Lot.

(h) "Improvement" shall mean all structures and appurtenances thereto of every type and kind including but not

limited to buildings, out buildings, walkways, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air conditioning equipment.

(i) "Declarant" shall mean and refer to Samuel L. Elliott Jr.; Elbert and Patricia Barineau; together with those successors in title thereto who come to stand in the same relation to the Properties as its predecessor did, provided that such successor in title is designated in writing by its predecessor as a successor in title to the rights of the Declarant hereunder.

(j) "Builder" shall mean and refer to any Owner responsible for the construction of a single family residence on a Lot for resale to others and shall not include an Owner building such improvements for his, her, or its own use as a residential dwelling.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

(a) Every person or entity who is a record Owner of a fee simple estate, or a life estate, in any Lot, which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member, and further provided that there shall be no more than two Members for any Lot, said two memberships to be as determined by a vote of the Owners of any jointly owned Lot. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. VOTING RIGHTS. The Association shall have one class of voting membership:

CLASS A.

Class A Members shall be all those Owners as defined in Sec. 1. Class A Members shall be entitled to vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such 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.

OR 1783PG1391

Section 3. MEETINGS OF THE MEMBERSHIP. All matters concerning meetings of the Members of the Association, including the time within which the matter which notice of any of said meetings shall be given to Members and the quorum required for the transaction of business at any meetings, shall be as specified in the Articles or Bylaws of the Association, as amended from time to time, and by law.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner shall by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

(1) Annual assessments or charges;

Such annual and special assessments together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessments first became due and payable. In the case of co-ownership of any Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessments.

Should the Association be required to employ an attorney to collect any assessments, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorneys fees.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and residents in the Properties and in particular for the improvement, repair, replacement, maintenance and operation of the Detention Facilities and to pay for the services which the Association is authorized to provide.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 1996, the maximum annual assessment shall be no greater than ONE HUNDRED AND NO/100 (\$100) Dollars per Lot, but the Association, acting through its Board, may establish such assessment at a figure below such maximum amount.

(a) From and after January 1, 1996, the maximum annual

assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) Notwithstanding the above, from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by the assent of three-fourths of the votes cast at a duly called meeting of the Association for this purpose.

(c) The Board of Directors in any year may fix the annual assessment at an amount it deems appropriate but not in excess of the maximum.

Section 5. DATE OF COMMENCEMENT AND PRORATION OF ANNUAL ASSESSMENTS DUE DATE. The annual assessment shall be fixed on a calendar year basis, provided however that liability for payment of the initial annual assessment shall not commence until January 1, 1995. The Association may provide for monthly, quarterly, or semi-annual payment due dates for the annual assessment in lieu of an annual payment date, provided the Owners are given thirty days prior notice of any change. Payment of the assessment shall be delinquent 30 days after any due date or billing date. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. UNIFORM RATE OF ASSESSMENT. The amount of any annual or special assessment shall be the same for all Lots excluding Lots owned by Declarant which are exempt from assessment as hereinafter provided, and shall be payable by an Owner irrespective of whether or not such Owner actually uses all or any portion of the facilities or services covered by any such assessments.

Section 7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall have such powers and duties as are prescribed in the Association's Articles and Bylaws, as amended from time to time, and by law, which shall include the following duties: to fix the due date of all special, annual or other periodically payable assessments; to cause written notice of every assessment to be sent to the Owner subject thereto at least 10 days prior to the due date thereof; upon demand at any time to cause to be furnished to any person legitimately interested a statement in writing signed by the President, the Treasurer, or other appropriate officer of the Association setting forth the amount of any unpaid assessments with respect to any Lot subject to assessment by the Association or stating that all assessments with respect to the Lot which is the subject of the statement have been paid, as the case may be. As between the Association and any such person who relies on any such statement so furnished, such statements shall be conclusive against the Association of all facts and figures therein stated to be true and accurate.

OR 1783P61393

Section 8. SUBORDINATION OF CHARGES AND LIENS TO SECURITY DEEDS.

(a) The lien and permanent charge of any assessment (together with interest thereon and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any first security deed or any secured purchase money security deed placed on such Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such security deed is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as related to assessments authorized hereunder having a due date subsequent to the date such security deed is filed for record and prior to the satisfaction, cancellation or foreclosure of such security deed or the sale or transfer of the encumbered property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the encumbered property pursuant to a sale under power contained in such security deed.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the encumbered property of his personal obligation to pay all assessments coming due at a time when he is the Owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as against a security deed grantee or such grantee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the security deed grantee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then and subsequent Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association may at any time, either before or after any security deeds are placed on such property, waive, relinquish or quitclaim in whole or in part the right of the Association to collect the assessments provided for hereunder with respect to such property coming due during a period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

ARTICLE IV

RESERVATION OF EASEMENTS

Section 1. ACCESS. Declarant specifically reserves unto

Declarant and the Association the right to an easement for access and ingress and egress to and from and over any of the Drainage Easements provided for herein. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance and repair of the retention ponds affecting or crossing any lot.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any lot subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years from the date this Declaration is recorded. After the twenty (20) year period, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years each unless prior to the expiration of any ten-year period thereafter, a written agreement is recorded in the real estate records of Leon County, Florida, by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by three-fourths of the votes cast at a duly called meeting of the Association. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 2. AMENDMENTS. This Declaration can be amended at any time provided that three-fourths of the votes cast at a duly called meeting of the association vote in favor of the proposed amendment. If any proposed amendment to this Declaration is approved by the members as set forth above the President or Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than 30 days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum of a meeting of the Association, the number of votes required to adopt an amendment, the total number of votes cast against the amendment. Such amendment shall be recorded in the official real estate records for Leon County, Florida. The Declarant may unilaterally amend this Declaration without the consent or approval of the Association or other Owners for a period of 36 months from the

OR 1783 PG 1395

date hereof, to amend these general covenants and restrictions by supplemental declarations thereto which amendment shall bind all the Properties; provided, however, that such Supplemental declarations to these general covenants and restrictions shall not bind without the consent of the Owners thereto, any portions of the Properties which have been previously sold by the Declarant and a deed evidencing such sale has been recorded in the official real estate records of Leon County, Florida.

Section 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice is thereby given, when mailed with the proper postage affixed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the obligation of every Member to notify the Secretary of the Association in writing of any change of address.

Section 4. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding by law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land to enforce any line 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 right to do so thereafter.

Section 5. INTERPRETATION. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Association, will best effect the intent of the general plan of development and maintenance set forth hereinabove. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 6. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 7. CAPTIONS. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Articles or Section to which they refer.

DR 1783PG1396

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Declaration of Covenants, Conditions, and Restrictions for Laurel Oaks to be executed the day set forth above.

Signed, sealed and delivered SAMUEL L. ELLIOTT JR.; ELBERT AND PATRICIA BARINEAU;; MARK AND GLENDA PERRY in the presence of:

James Jarrett
Witness James Jarrett

James T. Pritchard
Witness James T. Pritchard

James Jarrett
Witness James Jarrett

James T. Pritchard
Witness James T. Pritchard

Samuel L. Elliott Jr.
SAMUEL L. ELLIOTT JR.

Elbert L. Barineau
ELBERT L. BARINEAU

Patricia Barineau
PATRICIA BARINEAU

OR 1783PG1397

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned, personally appeared SAMUEL L. ELLIOTT JR., who, first being duly sworn by me, and to me well known to be the individual described in the foregoing Declaration of Covenants And Restrictions for LAUREL OAKS SUBDIVISION, acknowledged to and before me that he executed the same for the purpose expressed therein.

WITNESS my hand and official seal on this 22nd day of December, 1994.


NOTARY PUBLIC LONA DUSK

My Commission Expires: 12/25/94



OR 1783PG1398

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned, personally appeared ELBERT L and PATRICIA BARINEAU, who, first being duly sworn by me, and to me well known to be the individual described in the foregoing Declaration of Covenants And Restrictions for LAUREL OAKS SUBDIVISION, acknowledged to and before me that he executed the same for the purpose expressed therein.

WITNESS my hand and official seal on this 22nd day of December, 1994

Lona Rush
NOTARY PUBLIC *Lona Rush*

My Commission Expires: 10/23/99



OR 1783PG1399

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

2558 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 890-3211

May 6, 1991
NVA Job No. 2370-1

LOT 2, LAUREL OAKS

A part of Lot 309 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Northwest Corner of said Lot 309 and run thence South 89 degrees 45 minutes 29 seconds East along the Northerly boundary of said Lot 309 (also the Southerly boundary of Block 'B' of Appaloosa Run as recorded in Plat Book 7, Page 16 of the Public Records of Leon County, Florida) a distance of 185.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 45 minutes 29 second East, 15.0 feet, thence South 00 degrees 14 minutes 31 seconds West, 167.37 feet, thence South 03 degrees 30 minutes 53 seconds West, 171.78 feet to a point on the Northerly boundary of Block 'G' of Runnymede Unit No. 2 as recorded in Plat Book 5, Page 56 of the Public Records of Leon County, Florida, thence South 89 degrees 58 minutes 00 seconds West along said Northerly boundary 189.16 feet to the Easterly boundary of said Block 'G', thence North 00 degrees 04 minutes 03 seconds East, 170.32 feet, thence South 89 degrees 55 minutes 57 seconds East, 184.51 feet, thence North 00 degrees 14 minutes 31 seconds East, 160.18 feet to the POINT OF BEGINNING containing 0.85 of an acre more or less and being all within Section 9, Township 1 North, Range 1 West, Leon County, Florida.

The above described property being subject to an access easement.

OR 1783PG1400

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

3558 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 688-3211

May 6, 1991
NVA Job No. 2370-1

LOT 3, LAUREL OAKS

A part of Lot 309 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Northwest Corner of said Lot 309 and run thence South 89 degrees 45 minutes 29 seconds East along the Northerly boundary of said Lot 309 (also the Southerly boundary of Block 'B' of Appaloosa Run as recorded in Plat Book 7, Page 16 of the Public Records of Leon County, Florida) a distance of 200.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 45 minutes 29 seconds East, 15.0 feet, thence South 00 degrees 14 minutes 31 seconds West, 167.37 feet, thence South 89 degrees 36 minutes 11 seconds East, 134.57 feet, thence South 00 degrees 02 minutes 00 seconds West, 170.55 feet to a point on the Northerly boundary of Block 'C' of Runnymede Unit No. 2 as recorded in Plat Book 5, Page 56 of the said Public Records, thence North 89 degrees 58 minutes 00 seconds West along said Northerly boundary 160.0 feet, thence North 03 degrees 30 minutes 53 seconds East, 171.78 feet, thence North 00 degrees 14 minutes 31 seconds East, 167.37 feet to the POINT OF BEGINNING containing 0.67 of an acre more or less and being all within Section 9, Township 1 North, Range 1 West, Leon County, Florida.

The above described property being subject to an access easement.

OR 1783P61001

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

3630 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 889-3611

May 6, 1991
NVA Job No. 2370-1

LOT 4, LAUREL OAKS

A part of Lot 309 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Northwest Corner of said Lot 309 and run thence South 89 degrees 45 minutes 29 seconds East along the Northerly boundary of said Lot 309 (also the Southerly boundary of Block 'B' of Appaloosa Run as recorded in Plat Book 7, Page 16 of the Public Records of Leon County, Florida) a distance of 661.10 feet to the Northwest corner of Lot 2 of Rippee Valley a subdivision as recorded in Plat Book 5, Page 20 of said Public Records, thence South 00 degrees 23 minutes 49 seconds West along the Westerly boundary of said Rippee Valley a distance of 168.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 23 minutes 49 seconds West along said Westerly boundary 15.0 feet, thence North 89 degrees 36 minutes 11 seconds West, 150.98 feet, thence South 00 degrees 02 minutes 00 seconds West, 154.54 feet to a point on the Northerly boundary of Block 'C' of Runnymede Unit No. 2 as recorded in Plat Book 5, Page 56 of said Public Records, thence North 89 degrees 38 minutes 00 seconds West along said Northerly boundary 160.8 feet, thence North 00 degrees 02 minutes 00 seconds East, 170.55 feet, thence South 89 degrees 36 minutes 11 seconds East, 311.08 feet to the POINT OF BEGINNING containing 0.68 of an acre more or less and being all within Section 9, Township 1 North, Range 1 West, Leon County, Florida,

The above described property being subject to an access and drainage easement.

OR 1783PG 1402

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

3559 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 896-2111

May 6, 1991
NVA Job No. 2370-1

LOT 3, LAUREL OAKS

A part of Lot 309 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Northwest Corner of said Lot 309 and run thence South 89 degrees 45 minutes 29 seconds East along the Northerly boundary of said Lot 309 (also the Southerly boundary of Block 'B' of Appaloosa Run as recorded in Plat Book 7, Page 16 of the Public Records of Leon County, Florida) a distance of 661.10 feet to the Northwest corner of Lot 2 of Rippee Valley a subdivision as recorded in Plat Book 5, Page 20 of said Public Records, thence South 00 degrees 23 minutes 49 seconds West along the Westerly boundary of said Rippee Valley a distance of 183.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 49 seconds West along said Westerly boundary a distance of 153.58 feet to a point on the Northerly boundary of Block 'G' of Runnymede Unit No. 2 as recorded in Plat Book 5, Page 56 of said Public Records, thence North 89 degrees 58 minutes 00 seconds West along the said Northerly boundary a distance of 150.0 feet, thence North 00 degrees 02 minutes 00 seconds East, 154.54 feet, thence South 89 degrees 36 minutes 11 seconds East, 150.98 feet to the POINT OF BEGINNING containing 0.53 of an acre more or less and being all within Section 9, Township 1 North, Range 1 West, Leon County, Florida.