

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

OR 13911651

958444
RECORDED IN THE PUBLIC
RECORD OF LEON CO. FLA.
Aug 25 12 52 PM '89

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT
Richard J.

THIS DECLARATION, made on the date hereinafter set forth by

Gardner, Jr., hereafter referred to as "Declarant;"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE
MADE A PART HEREOF;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to MISSION CREEK OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area at the time of conveyance of the first lot is described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of the Common Area, or in the event said subdivision is unrecorded, each plot of land described and shown on that certain plat in Exhibit "C" attached hereto and by reference made a part hereof.

Section 6. "Declarant" shall mean and refer to Richard J. Gardner, Jr., his heirs and assigns if such heirs or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

OR 1391711653

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
or
- (b) January 1, 1991.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the

Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the

property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Land Use and Building Type

No lot shall be used except for residential purposes.

ARTICLE VI

Dwelling Size

No dwelling shall be permitted on any lot unless it is at least 800 square feet.

ARTICLE VII

Building Location

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Codes.

ARTICLE VIII

Nuisances

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

ARTICLE IX

Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet to advertise the property for sale or lease.

ARTICLE X

Livestock and Poultry

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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 they are not kept, bred or maintained for any commercial purpose.

ARTICLE XI

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law in or equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing administration of the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Restatement of Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered
in our presence as witnesses:

Sorie J. Davis

Mary R. Kline

Richard J. Gardner, Jr. (SEAL)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by Richard J. Gardner, Jr.
this 9th day of AUGUST, 1988.

Sorie J. Davis
Notary Public
My Commission expires:

PREPARED BY:
JAMES R. GUERINO, ESQ.
Post Office Box 3286
Tallahassee, Florida 32315

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES DEC. 25, 1988.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Commence at an old concrete monument marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 1 West, Leon County, Florida, and run North 0 degrees 51 minutes 57 seconds East 1324.66 feet along the East boundary of the Southwest Quarter of the Southeast Quarter and the East boundary of the Northwest Quarter of the Southeast Quarter of Section 17, to a point on the Northerly maintained right of way boundary of Gearhart Road, thence North 89 degrees 52 minutes 58 seconds East 792.55 feet along said Northerly maintained right of way boundary of Gearhart Road to a point on the Easterly boundary of the 150 foot wide right of way of the S.C.L. Railroad, thence North 5 degrees 18 minutes 42 seconds East 662.71 feet along said railroad right of way line to the Point of Beginning, thence continue North 5 degrees 18 minutes 42 seconds East 423.49 feet along said railroad right of way line to a point of curve to the left, thence Northeasterly along said curve with a radius of 1448.43 feet and a central angle of 9 degrees 16 minutes 08 seconds, for an arc distance of 234.38 feet (the chord of said arc bears North 0 degrees 40 minutes 38 seconds East 234.06 feet) to a point, thence leaving said railroad run South 89 degrees 36 minutes 11 seconds East 395.67 feet to a point on the Westerly maintained right of way boundary of Mission Road, thence South 0 degrees 09 minutes 19 seconds West 656.00 feet along said Westerly right of way boundary of Mission Road to a point, thence North 89 degrees 36 minutes 11 seconds west 435.86 feet to the Point of Beginning.



BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
LARRY E. DAVIS, P.L.S.
RUFUS L. DICKEY, JR., P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

TR 1391 P 1660

October 10, 1985

page 1 of 5 of EXHIBIT "B"

CREEKWOOD

Easement "A"

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

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

Commence at a concrete monument marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 1 West, Leon County, Florida, and run North 00 degrees 57 minutes East along the East boundary of the Southwest Quarter of the Southeast Quarter and the East boundary of the Northwest Quarter of the Southeast Quarter of said Section 17 a distance of 1324.66 feet to the Northerly maintained right of way boundary of a county roadway known as Gearhart Road, thence North 89 degrees 56 minutes 54 seconds East along said Northerly maintained right of way boundary 792.55 feet to the Easterly boundary of the 150 foot right of way of the Seaboard Coast Line Railroad, thence North 05 degrees 22 minutes 38 seconds East along said right of way boundary 662.69 feet for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 05 degrees 22 minutes 38 seconds East along said right of way boundary 423.51 feet to a point of curve to the left, thence along said right of way boundary and said curve with a radius of 1478.18 feet, through a central angle of 09 degrees 04 minutes 54 seconds, for an arc distance of 234.30 feet to the North boundary of the Northeast Quarter of the Southeast Quarter of said Section 17, thence South 89 degrees 32 minutes 54 seconds East along said North boundary 20.05 feet to a point lying on a curve concave to the Westerly, thence Southerly along a line 20 feet Easterly of and parallel with the Easterly right of way boundary of said Seaboard Coast Line Railroad and along said curve with a radius of 1498.18 feet, through a central angle of 05 degrees 53 minutes 36 seconds, for an arc distance of 154.10 feet (the chord of said arc being South 00 degrees 42 minutes 08 seconds East 154.03 feet), thence South 89 degrees 32 minutes 54 seconds East 40.91 feet to a point lying on a curve concave to the Easterly on the proposed right of way boundary of a cul-de-sac, thence Southerly along said proposed right of way boundary and said curve with a radius of 40.00 feet; through a central angle of 28 degrees 57 minutes 18 seconds, for an arc distance of 20.21 feet (the chord of said arc being South 00 degrees 27 minutes 06 seconds West 20.00 feet), thence North 89 degrees 32 minutes 54 seconds West 41.67 feet to a point lying on a curve concave to the Westerly, thence Southerly along a line 20 feet Easterly of and parallel with the Easterly right of way boundary of said Seaboard Coast Line Railroad and along said curve with a radius of 1498.18 feet,

CREEKWOOD
Easement "A"
October 10, 1985
Page No. 2

TR1391PM1661

through a central angle of 02 degrees 22 minutes 03 seconds, for an arc distance of 61.90 feet (the chord of said arc being South 04 degrees 11 minutes 37 seconds West 61.90 feet), thence South 05 degrees 22 minutes 38 seconds West along said parallel line 77.52 feet, thence South 89 degrees 32 minutes 54 seconds East 385.14 feet to the Westerly boundary of Mission Road, thence South 00 degrees 14 minutes 22 seconds West along said Westerly boundary 30.00 feet, thence North 89 degrees 32 minutes 54 seconds West 377.80 feet, thence South 05 degrees 22 minutes 38 seconds West along a line 30 feet Easterly of and parallel with the Easterly right of way boundary of said Seaboard Coast Line Railroad a distance of 139.51 feet, thence South 89 degrees 32 minutes 54 seconds East 55.30 feet to a point lying on a curve concave to the Easterly on the proposed right of way boundary of a cul-de-sac, thence Southerly along said proposed right of way boundary and said curve with a radius of 40.00 feet, through a central angle of 28 degrees 57 minutes 18 seconds, for an arc distance of 20.21 feet (the chord of said arc being South 00 degrees 27 minutes 06 seconds West 20.00 feet), thence North 89 degrees 32 minutes 54 seconds West 57.02 feet, thence South 05 degrees 22 minutes 38 seconds West along a line 30 feet Easterly of and parallel with the Easterly right of way boundary of said Seaboard Coast Line Railroad a distance of 139.51 feet, thence South 89 degrees 32 minutes 54 seconds East 404.58 feet to the Westerly boundary of said Mission Road, thence South 00 degrees 14 minutes 22 seconds West along said boundary 15.00 feet, thence North 89 degrees 32 minutes 54 seconds West 436.04 feet to the POINT OF BEGINNING; containing 0.82 acre, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of the foregoing described property and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.

L. J. D.

LEE F. DOWLING
Registered Florida Surveyor No. 2661

BPD #67-249
PSR #4632

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WALTER A. JOHNSON, P.E., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

DR 1391 PP 1662

October 10, 1985

Page 3 of 5 of EXHIBIT "B"

CREEKWOOD

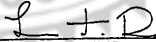
Easement "B"

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21RH-6).

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

Commence at a concrete monument marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 1 West, Leon County, Florida, and run North 00 degrees 57 minutes East along the East boundary of the Southwest Quarter of the Southeast Quarter and the East boundary of the Northwest Quarter of the Southeast Quarter of said Section 17 a distance of 1324.66 feet to the Northerly maintained right of way boundary of a county roadway known as Gearhart Road, thence North 89 degrees 56 minutes 54 seconds East along said Northerly maintained right of way boundary 792.55 feet to the Easterly boundary of the 150 foot right of way of the Seaboard Coast Line Railroad, thence North 05 degrees 22 minutes 38 seconds East along said right of way boundary 662.69 feet, thence South 89 degrees 32 minutes 54 seconds East 436.04 feet to the Westerly boundary of Mission Road, thence North 00 degrees 14 minutes 22 seconds East along said boundary 149.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 22 seconds East along said boundary 30.00 feet, thence North 89 degrees 32 minutes 54 seconds West 259.17 feet to a point lying on a cul-de-sac (the center of said cul-de-sac being located South 68 degrees 25 minutes 37 seconds West 40.00 feet), thence Westerly, Southerly and Easterly along said cul-de-sac with a radius of 40.00 feet, through a central angle of 315 degrees 57 minutes 02 seconds, for an arc distance of 220.58 feet, thence South 89 degrees 32 minutes 54 seconds East 259.28 feet to the POINT OF BEGINNING; containing 0.29 acre, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of the foregoing described property and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.


LEE F. DOWLING

Registered Florida Surveyor No. 2661

BPD #67-249
PSR #4632

STREET ADDRESS: 2414 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 878-4195

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NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

October 10, 1985

TP 1391 PM 1663

Page 4 of 5 of EXHIBIT "B"

CREEKWOOD

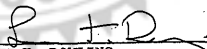
Easement "C"

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LEE F. DOWLING
Registered Florida Surveyor No. 2661

BPD #67-249
PSR #4632

BROWARD DAVIS & ASSOC., INC.

PLANNING & SURVEYING & ENGINEERING
DEVELOPMENT MANAGEMENT

2414 Mahan Drive
P. O. Box 12367
Tallahassee, Florida 32317

904-878-4195

904-877-5900

CLIENT

CREYWOOD %
ASSOCIATED MORTGAGE INVESTORS

SHEET TITLE

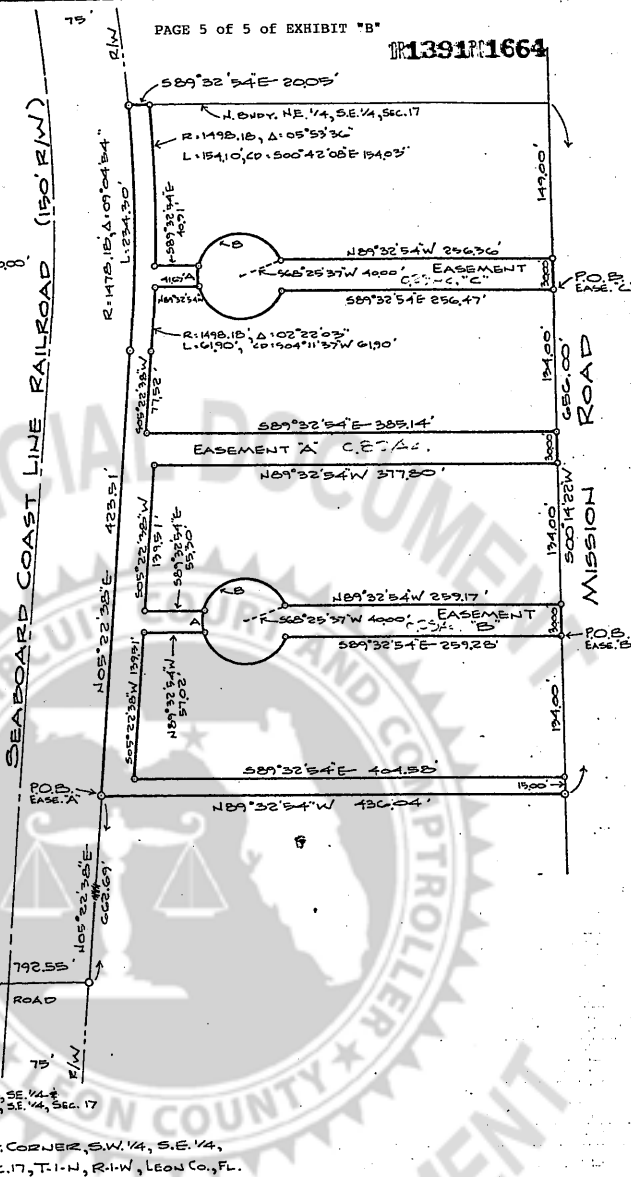
SKETCH OF EASEMENTS

PAGE 5 OF 5 OF EXHIBIT "B"

TR 1391 P 1664

A. R. 4000'
Δ. 28° 57' 18"
L. 2021'
CO. 500° 27' 06" W 2000'

B. R. 4000'
Δ. 315° 57' 02"
L. 220.58'



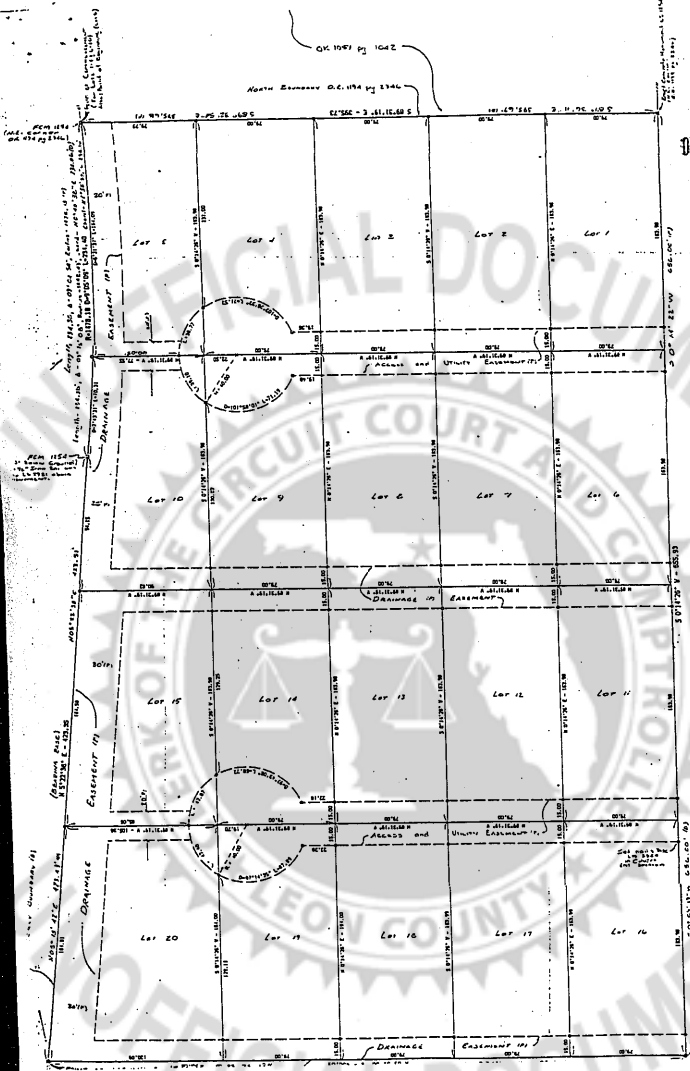
NOTEBOOK	—
JOB NO.	C7-249
PSR NO.	4632

APPROVED and SIGNED **THIS IS NOT A SURVEY**
REGISTERED LAND SURVEYOR
FLORIDA REG. NO. _____
Date **7 OCT. 1985**

SHEET _____ OF _____

North Extension G.C. 174 pg 1344

DR 1391 PM 1665



(lined Right of Way)

EXHIBIT "C"

2025 Release under the President John F. Kennedy Library Act