

Rose Hollow

DECLARATION OF RESTRICTIVE COVENANTS, OR1059PC 172
EASEMENTS AND PARTY WALL AGREEMENT

THIS DECLARATION, made on this 22nd day of March, 1983, by REALTY FINANCIAL SERVICES, INC., a Florida corporation, hereinafter referred to as "Declarant", for itself, its successors, grantees and assigns,

WITNESSETH THAT:

1. Lands. The Declarant is the owner of certain land located in Leon County, Florida, more particularly described on Exhibit "A" attached hereto, hereinafter sometimes referred to as "the Property". The Declarant has divided the Property into lots upon which the Declarant will construct townhouse type single-family living units, said lots being substantially in accordance with the map or plat of the Property attached hereto as Exhibit "B" and made a part hereof. The Declarant further intends to impose upon such property restrictive covenants under a general plan for the benefit of all parcels within the property and the owners thereof. These covenants and restrictions are hereby imposed on all lands described on Exhibit "A" (hereinafter called the "property" or the "lands") effective as set forth in Paragraph 3 below.

2. Name. The name by which the property shall be known and identified is "ROSE HOLLOW".

3. Submission of Property to Restrictive Covenants. Declarant does hereby impress and impose upon the property the restrictive covenants, obligations, covenants and conditions set forth and provided for herein which shall run with the land. This Declaration shall be binding upon Declarant, its successors, assigns and grantees. All reservations, easements and cross-easements set forth herein shall, when any deed hereafter executed

DR1059PG 173

shall refer to and incorporate these Restrictive Covenants, be deemed to have been granted, excepted or reserved, as the case may be, and shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth therein in full.

4. Definitions. The terms used herein and in the By-Laws of the Homeowners' Association shall have meanings as follows:

(a) "Lot" shall mean the parcels of real property within ROSE HOLLOW and the improvements thereon, with the exception of common areas and roadway areas.

(b) "Homeowner" means the owner of a lot.

(c) "Association" means ROSE HOLLOW HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, and its successors, which association shall be responsible for the operation and management of the common areas, roadways and easement areas, and have 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 homeowners 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 homeowner.

(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.

(h) The "Property" means and includes the land described

OR1059PC 174

on Exhibit "A", whether or not contiguous, and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

5. Houses and Boundaries Thereof. Each house built in ROSE HOLLOW shall consist of the following:

(a) With regard to common walls (if any) the center-line of said walls shall be the boundary.

(b) Each house shall include a parcel of real property as described in the deed by which said land and house is conveyed by Declarant to third party purchasers.

(c) Bearing walls, columns and wiring and other utility installations serving more than one house (if any) shall be commonly owned by the houses being served thereby.

6. Subdivision. No lot or part thereof as conveyed by Declarant may be divided or subdivided. A house on any lot may be used only as a single-family residence.

7. Membership in the Association.

(a) Each homeowner 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 ROSE HOLLOW, 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

DR10590 175

except the Declarant, and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B. The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each lot owned by the Declarant. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or on January 1, 1985, whichever first occurs.

8. Assessments and liens. Each homeowner (exclusive of the Declarant) by the acceptance of a deed for a house located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Commencing January 1, 1984, annual assessments or charges as herein set forth and as established by the Association; and

(b) 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 attorney's 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

DR1059PC 176

made pursuant to the By-Laws of the Association. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or easement areas or by the abandonment of his lot.

9. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the common areas, roadways and easement areas of the property, and such other areas which are maintained by the Association, whether owned by the Association or by a homeowner.

10. Deposit of Assessments. 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 the Declaration, Articles, By-Laws or other agreements among the homeowners.

11. Maximum Annual Assessments. Until January 1, 1985, the maximum annual assessment per homeowner shall be \$120.00 per year per home, payable in installments of \$10.00 per month on the first day of each month. From and after January 1, 1985, the maximum annual assessment may be increased each year by not more than ten per cent (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 1985, the maximum annual assessment may be increased by more than

DR1059PG 177

ten per cent (10%) only by the vote or written assessment of at least sixty per cent (60%) of the votes entitled to be cast. The annual assessments shall commence as to all lots on the first day of January.

12. Special Assessments. 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 improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto, or for the exercise of the powers granted in Paragraph 18 hereof; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association.

13. Collection of Assessments. All assessments shall be 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 may be prepaid in whole or in part. No set-offs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee 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.

DR105396 178

14. Service Charge of Delinquent Assessments. In order to defray the cost 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 service charge of \$5.00 per month from the due date.

15. Effective Transfer of Title on Assessment. The sale or transfer of any house shall not affect the assessment lien; provided, however, the sale or transfer of any house pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such house from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor in excess of the amount of the statement; provided further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

16. Bidding at Foreclosure Sale. The Association shall have the power to bid on any house at foreclosure sale thereof and to acquire and hold, lease, mortgage and convey the same.

BR10596 179

17. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee. With the exception of the initial members, any member of the Committee must be a homeowner. The initial members will serve until January 1, 1985, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are A. B. Hopkins, Jr., Terry C. Nelson and H. Palmer Proctor, all residents of Tallahassee, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. No homeowner shall erect or maintain any building, fence, wall, or other structure nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color or appearance of the exterior of existing improvements or make any material alteration, addition or deletion to the landscaping of any lot until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the

Committee in determining whether approval may be given. Such approval may be withheld for any reason, but if no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee, and the members constituting the same, the Declarant shall have the right to appoint all successor members until January 1, 1985.

18. Additional Duties and Powers of Association. 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 roadways, common areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the common areas or easement or cross-easement areas.

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

OR105916 161

(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.

19. Exterior Maintenance of Houses and Other Areas. The Association shall maintain the landscaping, including the trees, shrubs and grass, within the boundaries of the property owned by the Association. 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 homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days 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 homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to go upon any lot.

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20. Easements. The following easements are hereby granted and imposed in favor of all of the owners of lots within ROSE HOLLOW (unless the applicability thereof is specifically otherwise limited herein), and shall be deemed to be covenants running with the land:

(a) Easements reflected on Exhibit "B" attached hereto, including easements for access, driveway, utilities, sanitary sewer and drainage. The driveway, access and utility easement specifically in favor of the owners of lots one (1) through and including eleven (11) of Block "A", is particularly described on Exhibit "C" attached hereto and made a part hereof.

(b) If any house or appendage thereto shall encroach upon any common area, easement area or other lot by reason of original construction by The Declarant, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(c) If any roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area, common area or any lot within ROSE HOLLOW, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

010598 183

(e) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie in or upon homes or lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such lot or to have the utility companies enter upon the lots upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(f) The health and general welfare of the residents of ROSE HOLLOW is enhanced by prompt and efficient collection of garbage of the residents. Accordingly, no homeowner will attempt to impede or interfere with the legitimate efforts of sanitation workers to come upon the lots in ROSE HOLLOW to pick up and transport the garbage placed by each homeowner in his garbage receptacle, and reciprocal easements are imposed upon each lot for the purpose of allowing such sanitation workers to walk

across each lot or lots for the purpose of carrying out his task.

21. Land Use and Building Type. No house shall be occupied or used except for residential purposes by the homeowners, their tenants or social guests, except that Declarant may use houses owned by it for model homesites and for display and sales offices.

22. Party Walls.

A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. Weatherproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall

bear the whole cost of furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

F. Resolution of Disputes. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that Board shall be determinative of the matter and binding upon the parties.

23. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them which shall in any way interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction. The Association may maintain a storage and maintenance building in such areas as may be agreed upon.

25. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the

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... easement areas except one sign of customary and ... signs used
... advertising the house for sale or rent, or ... advertise the
... by Declarant, its business successors or assigns ...
... property or houses during the construction and sale ... garbage shall

26. Garbage Disposal. All rubbish, trash and ... be allowed
... be regularly removed from the property and shall ... waste shall
... to accumulate thereon. All trash, garbage and ... the storage or
... be kept in sanitary containers. All equipment ... clean and
... disposal of such materials shall be maintained ... of neigh-
... sanitary condition, and shall be kept out of the
... bors and other residents in ROSE HOLLOW. ... may con-

27. Radio and Television Antennas. No homeo... provision
... struct or use and operate an external radio or ... architectural
... antenna without the prior written consent of the
... Control Committee.

28. Right to Lease. The homeowners shall ... the absolute
... right to lease or rent their houses provided that ... the lease is
... made subject to the covenants, conditions, rest... tions, limita-
... tions and uses contained in this Declaration and ... tions, limita-
... in the Articles of Incorporation, the By-Laws and ... tions contained
... regulations of the Association. ... any rules and
... or unlawful

29. Lawful Use. No immoral, improper, or ...
... use shall be made of the property or any part of ...

30. Regulations. Reasonable regulations of ...
... use of the property (including common areas and ...
... and all other areas which the Association owns ...
... be made and amended from time to time by the As ...
... Copies

OR10597 187

of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request.

31. Pets. Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

32. Vehicles, Boats, Trailers, Recreation Vehicles, Etc. No boats, trailers or recreation vehicles may be parked or stored upon the property.

33. Miscellaneous.

(a) No laundry, mattresses, bedding materials, etc., or clothing shall be hung on or over patio fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

34. Limitation of Liability of Association. 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 homeowners, their invitees or guests for injury or damage caused by any latent effect 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.

35. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after a casualty or loss to property for

105970 188

which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

36. Enforcement of Obligations. Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any Regulations adopted by the Association. Upon failure of a homeowner to so comply, the Declarant, the Association, any Mortgagees having a first lien on a house, and other homeowners shall have the right to institute legal proceedings, the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

37. Insurance and Homeowner's Obligation to Rebuild.

(a) Each homeowner shall maintain fire and extended coverage insurance on his house and improvements in an amount equal to the maximum insurable replacement value. The Association may require the homeowner 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

R10591 189

replace the damaged property unless the Board of Directors of the Association shall otherwise agree.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within thirty (30) days after the damage occurs, and shall be completed within one hundred eighty (180) days after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

38. Amendments to Declaration. 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 homeowners.

39. Development by Declarant. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

40. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarant shall

DP10590 190

be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) January 1, 1985; or (2) the Declarant has sold all of the lots in ROSE HOLLOW.

41. Termination of Responsibility of Declarant. At such times as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the property in ROSE HOLLOW, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

42. Variations. Variations for minor deviations from this Declaration may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any property owner within the property. Variations for such minor deviations, if any, are discretionary.

43. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

44. Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

45. Duration. Unless sooner terminated by the unanimous vote of all lotowners and all first mortgages of record, these covenants and restrictions shall be binding until December 31, 2023, after which date they shall be automatically extended for

DR105926 191

successive periods of ten (10) years each unless an instrument signed by at least a majority of the then lotowners has been recorded agreeing to terminate said covenants and restrictions.

The term "Declarant" shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include either masculine or feminine, where appropriate.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

Witnesses:

[Signature]
[Signature]

REALTY FINANCIAL SERVICES, INC.

By: [Signature]
A. B. HOPKINS, JR., President

Attest: [Signature]
TERRY C. NELSON, Secretary

(CORPORATE SEAL)

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
MAR 23 3 30 PM 1983
PAUL L. HANSTFIELD
CLERK OF CIRCUIT COURT

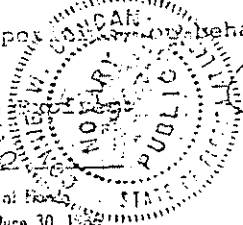
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STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this the 22nd day of MARCH, 1983, by A. B. HOPKINS, JR. and TERRY C. NELSON, as President and Secretary, respectively, of REALTY FINANCIAL SERVICES, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires

6-30-86



Conner W. Durw
NOTARY PUBLIC, State of Florida
at Large.

Notary Public, State of Florida
My Commission Expires June 30, 1986
Issued Jan. 17, 1984, Leon County, Fla.

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✓ Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) with the North boundary of Section 17, Township 1 North, Range 1 East, Leon County, Florida (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Northwest corner of said Section 17), and run North 89 degrees 07 minutes 57 seconds East along the Section Line 1345.43 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 09 minutes 36 seconds West 623.41 feet to a concrete monument, thence South 89 degrees 20 minutes 32 seconds West 1312.07 feet to an iron pipe on a curve concave to the Westerly on the Easterly boundary of said State Road No. 61 (Thomasville Road), thence from a tangent bearing of North 04 degrees 15 minutes 36 seconds East run Northerly along said Easterly boundary with a radius of 2921.25 feet, through a central angle of 00 degrees 23 minutes 38 seconds, for an arc distance of 20.08 feet, thence North 89 degrees 20 minutes 32 seconds East 528.99 feet, thence North 00 degrees 00 minutes 01 second East 240.18 feet to a concrete monument, thence North 01 degree 23 minutes 08 seconds West 363.15 feet to a concrete monument on the North boundary of said Section 17, thence North 89 degrees 07 minutes 57 seconds East along the Section Line 753.79 feet to the POINT OF BEGINNING; containing 11.08 acres, more or less.

EXHIBIT "A"

OR 105916 198

Homerville Road

This is not a survey.

OVERBROWNEBRIANAVESWASLWJLJIN
KODI HILL/OW TERVANTL V

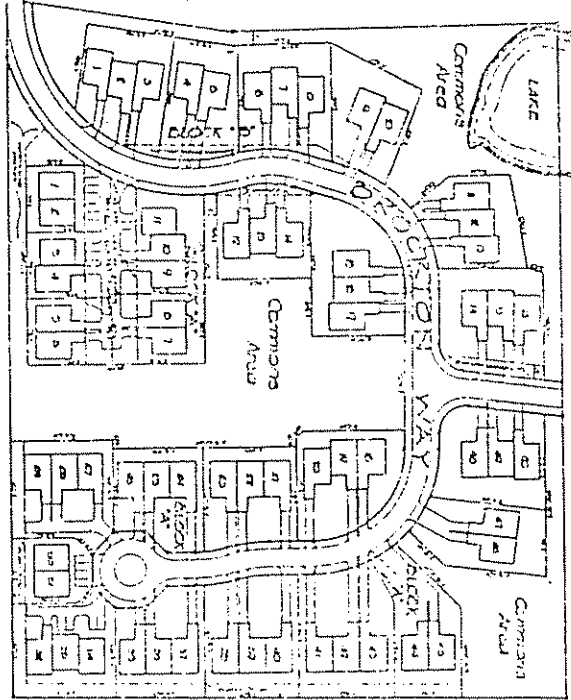


EXHIBIT "B"

CR1059PC 194

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) with the North boundary of Section 17, Township 1 North, Range 1 East, Leon County, Florida, said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Northwest corner of said Section 17 and run North 89 degrees 07 minutes 57 seconds East along said Section Line 1345.43 feet to a concrete monument, thence South 00 degrees 09 minutes 36 seconds West 623.41 feet to a concrete monument, thence South 89 degrees 20 minutes 32 seconds West 375.00 feet, thence North 00 degrees 39 minutes 28 seconds West 87.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 39 minutes 28 seconds West 58.00 feet, thence South 89 degrees 20 minutes 32 seconds West 198.95 feet to the Southeasterly right of way boundary of Rose Hollow Way (33 foot right of way) on a curve concave to the Northwest, thence from a tangent bearing of South 16 degrees 10 minutes 18 seconds West run Southwesterly along said right of way curve with a radius of 216.17 feet, through a central angle of 16 degrees 20 minutes 41 seconds, for an arc distance of 61.84 feet, thence South 00 degrees 33 minutes 18 seconds East 2.15 feet, thence North 89 degrees 20 minutes 32 seconds East 225.00 feet to the POINT OF BEGINNING; containing 0.23 acre, more or less.

EXHIBIT "C"