

This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson & Shaw  
3520 Thomasville Road - 4th Floor  
Tallahassee, Florida 32308-3469

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
BLUE LAKE PLANTATION**

**THIS DECLARATION**, made on the date hereinafter set forth by **KARLOS REVELS**, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in Wakulla County, State of Florida, which is further described in 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 Blue Lake Plantation Homeowners 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 the real property of the Blue Lake Plantation Subdivision further described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Lot" shall mean and refer to each individual lot.

**Section 5.** "Common Area" shall mean the access easements and entry ways available for the common use and enjoyment of the Owners.

**Section 6.** "Declarant" shall mean and refer to Karlos Revels, its successors and assigns.

## **ARTICLE II Property Rights**

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement to the entry way, the roadway, and any easements designated by Declarant, 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 suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid.

(b) The right of the Association to dedicate or transfer all or any part of the above easements 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 (2/3) of the votes has been recorded.

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

**ARTICLE III**  
**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 members shall be the Declarant and shall be entitled to two (2) 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;

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;
- (2) January 1, 2010.

The owner of each Lot hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay the annual assessments and such amounts necessary to pay for the services set forth in this paragraph (and its subsections) and charges and special assessments for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with

interest, cost, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which such assessment charges are made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to a Property Owner's successors in title unless expressly assumed by them.

Assessment liability for each Lot shall commence upon closing of the initial sale by the Declarant of said Lot or upon the Developer's withdrawing that Lot from the market, whichever should first occur. Annual assessments shall be fixed at a uniform rate for all Lots, including two or more Lots that have been re-combined, with Declarant's prior approval, into one homesite. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest interest rate permitted by law. The Association or Declarant may bring an action at law against the delinquent Lot owner or foreclose the lien against the Lot by a special proceeding in like-manner to a mortgage foreclosure under power of sale. All interest, late payment charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by not using any Subdivision roadway.

#### **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 therefore, 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 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 health, safety, and welfare of the residents in the Properties. Additionally, The Declarant and the] POA [(upon its formation)] shall have the power to levy and collect annual assessments and special assessments which shall be used for the following purposes:

- (a) To maintain and repair all roads and related storm drainage systems constructed within the Property to the standard of such roads at the time of their completion, to improve the surfacing of such roads if funds beyond those allocated by the Declarants, as specified below, are insufficient for desired paving, to maintain all landscaping and ditching adjacent to such roads in a manner consistent with the overall appearance of the development, to maintain and repair any and all coach or street lights installed along such roads, and to construct, repair, and maintain any entrance columns and/or signs for the subdivision or any traffic control gates or signs along Subdivision roadways;

- (b) To provide such security services as may be deemed by Declarant and/or for the POA to be reasonably necessary for the protection of the property owners;
- (c) To pay all ad valorem taxes which may be levied against any common areas and any property owned by the POA;
- (d) To pay premiums on all hazard insurance carried by the owner of the common areas and all public liability insurance carried by the POA;
- (e) To pay for postage and other clerical expenses; and
- (f) To pay all legal, accounting, and other professional fees incurred by the POA and/or Declarant in carrying out the duties as set forth herein or in the By-Laws of the Association.
- (g) For all other lawful purposes, including

**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 \$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. Notice and Quorum for Any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 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 one-half of all the votes 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 two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all votes and shall be collected on an annual basis.

**Section 6. 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 January following the conveyance of the first Lot. 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 7. 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 18% 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 abandonment of his Lot.

**Section 8. 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 an assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE V Land Use and Building Type**

The recorded plat for the development shall show the location, dimension and boundaries of each tract, including all easements. Except for any revisions to the recorded plan or resubdivison by the Declarant, no tract may be re-subdivided nor its boundaries changed without the consent of the Declarant or of at least sixty six percent (66%) of the Association directors.

Each tract shall be used as a residence for a single family and for no other purpose. No outbuilding, basement, tent, shack, garage, mobile homes, modular homes, trailers, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.



Tract owners may park temporarily, recreation vehicles on property for the purpose of weekend getaways, mini-vacations, or daily outings. No more than one (1) said vehicle shall be parked on the owner's property at a time. Recreational vehicles must be out of view from the lake and specifically located on owned tracts only. There shall be a maximum of five (5) consecutive days and twice monthly where owner's recreation vehicles can be parked for weekend getaways or mini-vacations. Guest's RV's may be parked overnight on a Lot for a maximum of fifteen (15) days but must not be visible from the lake.

No Lot or dwelling shall be used for business or commercial purposes, except that a non-retail office may be maintained within a dwelling so long as there is no external sign for, or other evidence of, the business activity, including storage of items used to operate the business, and so long as regular customer visitation is not required, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

#### **ARTICLE VI Dwelling Size**

A single-family dwelling hereafter constructed on any Lot shall have at least One Thousand, Six Hundred (1,600) square feet of heated floor space with all such heated square footage to be exclusive of any and all attics, basements, garages, balconies, and porches. A "mother-in-law" suite, or a guest cottage or carriage house separate from the main dwelling, used for guest's or domestic servant's quarters, may be permitted, if appropriate in Declarant's discretion and allowed by city, county or other governmental agencies. However, any such guest cottage or carriage house must be constructed of the same or compatible materials as specified for the dwelling, may not be rented separately from the single family home, cannot be occupied prior to the main dwelling and must meet the minimum set back lines as specified below under Article VII.

## **ARTICLE VII Building Locations**

To assure that homes, buildings, and other structures, if any, will be located so that desirable views and privacy will be available and maintained to the owners of Lots within the Property, and that buildings will be located with regard to the topography of each Lot, taking into consideration the location of large trees, buildings previously built or approved pursuant to these covenants for adjacent Lots, and other aesthetic and environmental considerations, Declarant shall have the right to control and to approve the precise site and location of any buildings or other structures within the Property. Except where restricted to a greater degree by Declarant in the individual deeds to Property Owners, or unless waived through a variance from Declarant (or the POA as its successor) as a part of the site plan approval process, no building shall be located within twenty five feet (25') from the edge of any private street right-of-way, forty-five (45) feet from the centerline of any State-maintained road, fifteen (15) feet from any adjoining Lot's property line, 25 feet from the rear line of any sub-divided residential lot, unless such rear lot line shall be contiguous to the lake, in which event the depth of the rear yard shall be fifty (50) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, using as a rear line the normal high water level of such lake as shown on the plat.

## **ARTICLE VIII Particular Rules For Application Of Setback Requirements**

A. If the lines with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes thereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Section or the Subdivision.

**ARTICLE IX**  
**Provisions In Respect Of Lakes And Lots Contiguous Thereto**

Certain lots in the Section and Subdivision are contiguous to the lake that have been or are to be established within the boundaries of the Subdivision. The water in, and the land under, said lake is and will be collectively owned by the lot owners, their successors and assigns. Said lake or lakes are or will be depicted in the recorded plats of the Subdivision, and the normal pool water elevation and the high water elevation of said lake or lakes, is, or will be, also indicated on said plats. The title that will be acquired by the grantee of the Developer's title to any of said contiguous lots (and by the successors and assigns of such grantee) shall extend to the middle of the lake as shown on the plat. No such grantee, grantor, nor any of such grantee's or grantor's successors or assigns, shall have any right with respect to any stream or creek that is a tributary to said lake, the land there under, the water therein, or its elevation, use, or condition, and none of

said lots shall have any riparian rights or incidents appurtenance; provided, further that title shall not pass by reliction or submergence or changing water elevations.

**ARTICLE X**  
**Reservation Of Easement Of Declarant For Operation Of Lake**

A. The Association members reserve to themselves, and their successors and assigns, such an easement upon, across and through the lakefront portion of each of said lots contiguous to said lake as is reasonably necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

B. The POA reserves to it, and their successors and assigns, the right to raise and lower the elevation of said lake, but neither the POA nor any successor or assign of the POA shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on said Subdivision plats.

**ARTICLE XI**  
**Construction**

Upon commencement of construction of the dwelling unit, work shall not be curtailed, weather otherwise permitting, for a continuous period in excess of sixty (60) days without the written permission of the Declarant. All residential construction, including site preparation, shall be finished within one (1) year from its inception. No basement or partially completed building shall be used as a residence for dwelling purposes, either permanently or temporarily. During the repair or construction of a new home, the owner is responsible to see that the contractor

maintains the property in a reasonably safe and neat condition. Further, this provision also applies to any "guest

## **ARTICLE XII Utilities and Infrastructure**

Each Lot's Owner(s), individually or through a sharing arrangement with other Lot Owner(s), shall be solely responsible for drilling and maintaining a private well to supply water for residential purposes.

All sewage from the residence erected on any Lot shall be disposed of in a private septic tank and drainfield system of a size, location, and standard approved by the Leon County Health Department and/or other appropriate governmental authority, or through an established sewage disposal and treatment service. No outside toilets shall be placed, erected, or constructed on any Tract except for temporary facilities during the construction of the residence, which facilities shall be removed immediately upon completion of the residence. No sewage, waste, disposal, or drainage from any septic tank or line shall be permitted to enter the lake, spring creek, nor shall it be allowed to run across open land.

All fuel tanks shall be buried or otherwise hidden from sight and no unsightly or storage facilities may be exposed to view. All garbage and trash cans must be placed in enclosed areas so that they are not exposed to view.

Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each Lot for the installation, maintenance, and use of electrical and telephone systems, wires, cable conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, and other public conveyances or utilities, and the Declarant may further cut drainways for

surface water wherever and whenever such action may appear to the Declarant to be necessary or desirable in order to maintain reasonable standards of health, safety, and appearances. These easements expressly include the right to cut any trees, bushes, or shrubbery, make gradings of the soil, or to take any other similar action reasonably necessary to accomplish any of the aforesaid. In exercising the easement and rights reserved herein, no water, sewer, or power lines shall be located in an area more than ten (10) feet from a roadway, common driveway, or property line.

It shall be the obligation of the Property Owner to provide, install, and maintain an adequate culvert and drainage pipe beneath his or her driveway as it crosses the ditch line at the back, front, or side of his or her Lot so that the natural flow of drainage will not at anytime be blocked. The culvert or drainage pipe must be covered or faced with stone and be of sufficient size to accommodate the flow of surface water in the ditch and in no instance shall the drainage pipe be less than twelve (12) inches in diameter. No Property Owner shall interfere with or divert the natural flow of drainage of any spring, creek, or stream. Provided, however, that Declarant reserves the right to approve construction and installation of pond sites in such cases as Declarant in his sole discretion may deem appropriate.

All swimming pools shall be below ground and enclosed for safety with wall or fence no taller than five (5) feet in height. The exterior walls of all bathhouses must conform to and be in harmony with the existing residential structure.

### **ARTICLE XIII**

#### **Nuisances**

No noxious, offensive or illegal activity shall be carried on upon the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Specifically, but not exclusively no firearms shall be discharged within the Property, other than for self-defense, and no hunting of any kind shall be conducted.

---

**ARTICLE XIV**  
**Signs**

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

**ARTICLE XV**  
**Pets, Livestock and Poultry**

No animals or fowl, except for household pets and horses under the terms outlined below, shall be kept or allowed to remain on said property for any purpose, nor shall any household pet of any description be allowed to remain on any said lot if such pet should prove, in the judgment of the Declarant or a majority vote of the Board of Directors of the Boone Property Owners' Association (the "POA") as specified in Paragraph 26 below, to be a nuisance or an annoyance to the community, whether through excessive barking or howling, aggressiveness, causation of property damage, or based upon other reasonable grounds. No swine or other farm animal, whether considered household pet or not shall be kept or allowed to remain on said property for any purpose, with the exception of horses. Horses, in the Declarant's discretion and with Declarant's prior written permission, may be allowed, based upon the suitability of the particular Lot or Lots, with a maximum intensity of one (1) horse per one and one-half (1.5) acres. Any permitted horses must be properly fenced and controlled by the owner(s) so as to avoid constituting a nuisance to other Lot owners.

**ARTICLE XVI**  
**Architectural Control**

No mowing, clearing or construction shall be commenced 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 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. Soils within the boundary of any lot shall not be grazed or worn barren, and properties shall be kept free of junk, debris, or the accumulation of personal property strewn about the grounds. Further, all homes, outbuildings, fences, landscaping and other improvements shall be maintained in an aesthetically pleasing condition. The initial Board of Directors shall be Carlos Revells.

**ARTICLE XVII**  
**Lake Access and Maintenance**

Boats with a maximum size of 16 feet will be allowed lake access and will be restricted to home owners only. Additionally, no gas power motors will be allowed to operate on or within the lake. Every owner of a tract shall have a right, through their respective easements, of enjoyment of the lake that shall be appurtenant to and shall pass with the title to such tract, subject to Association rules.

No boat houses and/or boat ramps shall be constructed on any lake tract. No driveway to any residential dwelling may be constructed adjacent to any easement or be plainly visible from the lake.

Docks are permitted on the lake but are limited to a maximum square footage of 144 square feet and shall extend out into the lake no more than 12 ft. The height of the dock is limited to a maximum height of 3 ft. above the water and shall be limited to one story.



No motorized vehicles of any kind shall be permitted on the lake, to including, but not limited to inboard and outboard motor boats, jet skis, gasoline or diesel powered engines or like kind powered equipment. Only boats with a maximum length of 16 (sixteen) feet will be permitted on the lake but can only be operated by either a trolling motor or manual powered paddles. The boat's construction must be similar to the construction of a "john" boat.

#### **ARTICLE XVIII Other Restrictions**

Should a Lot owner desire partially to clear trees and vegetation from his Lot, that Lot Owner shall be responsible for using appropriate erosion control and storm drainage practices to ensure that no damage to other Lots results from any such clearing, and that Lot owner shall be responsible for, and shall hold harmless any other Lot Owner as to, any damages resulting from a violation of this covenant.

No unlicensed, junked or non-roadworthy vehicles shall be parked or allowed to remain on any Lot. No off-road motorcycles or other non-registered vehicles shall be used on subdivision roadways. All off-road vehicle operations such as four-wheelers, motor bikes, mopeds, or other pleasure gasoline powered equipment will be governed by rules or regulations established by sixty six percent (66%) of the Association members.

No tractor-trailers will be allowed to park within the development except for delivery of materials during construction. No recreational vehicles, buses or travel-trailers, shall be stored on any tract in such a manner that they would be visible from the roadway or lake.

Use of firearms for hunting purposes or general discharge is prohibited on the property.

All mowers, tractors, boats, landscaping equipment, and other tools or equipment shall be stored in approved garages, sheds, or enclosed basements.

Declarant, or the POA as Declarant's successor in interest, shall have the right to establish, post, and enforce appropriate speed limits and other traffic regulations for the subdivision roadways.

No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on any easement except in sanitary containers located in appropriate areas concealed from public view. Trash or garbage shall not be permitted to be burned out of doors, except for tract clean up of brush or tree limbs.

### **ARTICLE XIX General Provisions**

**Section 1. Enforcement.** The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, after notification, 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 not 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 two-thirds of the votes. Any amendment must be recorded.

**Section 4. Annexation.** No additional land may be annexed without a vote of two-thirds of the Association.

DATED this 10th day of June, 2005.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

[Signature]  
KARLOS REVELS

Shannon Summerlin  
Printed Name

[Signature]  
Witness Signature

Tara Kieser  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

Karlos Revels, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that he is personally known to me/I relied upon the following form of identification of the above-named person:

Per known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2005.



[Signature]  
NOTARY PUBLIC

Jun. 28. 2005 5:22PM  
OR BK 2011 PG 2004

LISA'S LISTING.COM 8509269122

No.0071 P. 3

**EXHIBIT "A"****LOT 1, SUTTON ESTATES, (UNRECORDED):**

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument # 1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58 minutes 08 seconds West 716.52 feet, thence run north 00 degrees 05 minutes 52 seconds West 112.93 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 58 minutes 08 seconds West 238.72 feet, thence run North 00 degrees 04 minutes 56 seconds West 526.51 feet to a point on the Southerly right of way boundary of aforesaid State Road 20, said point lying on a curve concave to the Southerly, thence along said right of way boundary and along said curve with a radius of 2831.40 feet, through a central angle of 04 degrees 53 minutes 53 seconds for an arc distance of 242.05 feet (the chord of said arc being North 80 degrees 17 minutes 04 seconds East 241.98 feet), thence run South 00 degrees 05 minutes 52 seconds East 680.40 feet to the POINT OF BEGINNING.

The foregoing described property being subject to a 60 foot ingress, egress and utility easement, and a drainage easement.

**LOT 2, SUTTON ESTATES, (UNRECORDED):**

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58 minutes 08 seconds West 477.68 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 58 minutes 08 seconds West 238.84 feet, thence run North 00 degrees 05 minutes 52 seconds West 680.40 feet to a point on the Southerly right of way boundary of aforesaid State

Continued on next page

Jun. 28, 2005 5:22PM  
OR

LISA'S LISTING.COM 8509269122

No. 0071 P. 4

## CONTINUATION OF EXHIBIT "A"

Road 20, said point lying on a curve concave to the Southerly, thence along said right of way boundary and along said curve with a radius of 2831.40 feet through a central angle of 04 degrees 51 minutes 05 seconds for an arc distance of 239.74 feet (the chord of said arc being North 85 degrees 09 minutes 33 seconds East 239.66 feet), thence run South 00 degrees 05 minutes 52 seconds East 700.76 feet to the POINT OF BEGINNING.

The Northerly 355.00 feet of the Westerly 30.00 feet being subject to an ingress, egress and utilities easement. Also subject to a drainage easement.

## LOT 3, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58 minutes 08 seconds West 238.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 58 minutes 08 seconds West 238.84 feet, thence run North 00 degrees 05 minutes 52 seconds West 700.76 feet to a point on the Southerly right of way boundary of aforesaid State Road 20, said point lying on a curve concave to the Southerly, thence along said right of way boundary and along said curve with a radius of 2831.40 feet through a central angle of 04 degrees 27 minutes 45 seconds for an arc distance of 220.53 feet (the chord of said arc being South 89 degrees 48 minutes 58 seconds East 220.47 feet), thence run South 09 degrees 03 minutes 38 seconds West 213.85 feet, thence run South 06 degrees 11 minutes 46 seconds East 493.29 feet to the POINT OF BEGINNING.

The foregoing described property being subject to a drainage easement.

Continued on next page

Jun. 28, 2005 5:22PM  
OR BK 3322 PG 2000

LISA'S LISTING.COM 8509269122

No. 0071 P. 5

## CONTINUATION OF EXHIBIT "A"

## LOT 4, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, for the POINT OF BEGINNING. From said POINT TO BEGINNING run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58 minutes 08 seconds West 238.84 feet, thence run North 06 degrees 11 minutes 46 seconds West 493.29 feet, thence run North 09 degrees 03 minutes 38 seconds East 213.85 feet to a point on the Southerly right of way boundary of aforesaid State Road 20, said point lying on a curve concave to the Southerly, thence along said right of way boundary and along said curve with a radius of 2831.40 feet through a central angle of 05 degrees 13 minutes 29 seconds for an arc distance of 258.19 feet (the chord of said arc being South 85 degrees 20 minutes 24 seconds East 258.10 feet) to the POINT OF BEGINNING.

The foregoing described property being subject to a drainage easement.

## LOT 5, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58

Continued on next page

Jun. 28. 2005 5:22PM  
 OR JUN 20 2005 5 20 PM

LISA'S LISTING.COM 8509269122

No.0071 P. 6

## CONTINUATION OF EXHIBIT "A"

minutes 08 seconds West 716.52 feet to the POINT OF BEGINNING.  
 From said POINT OF BEGINNING run North 112.93 feet, thence  
 North 89 degrees 58 minutes 08 seconds West 238.72 feet, thence  
 run South 00 degrees 04 minutes 56 seconds East 800.04 feet,  
 thence run South 89 degrees 58 minutes 08 seconds East 445.47  
 feet, thence run North 16 degrees 49 minutes 01 seconds West  
 717.92 feet to the POINT OF BEGINNING.

The foregoing described property being subject to a 60 foot  
 ingress, egress and utility easement. Also subject to a  
 drainage easement and a conservation easement.

## LOT 6, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of Section  
 13, Township 1 South, Range 4 West, Leon County, Florida and  
 run South 00 degrees 00 minutes 27 seconds East along the East  
 boundary of said Section 13 a distance of 59.79 feet to a  
 concrete monument #1254 on the Southerly right of way boundary  
 of State Road 20 (66 foot right of way), thence run North 82  
 degrees 47 minutes 33 seconds West along said Southerly right  
 of way boundary a distance of 508.56 feet to an iron rod,  
 thence run North 82 degrees 42 minutes 17 seconds West along  
 said right of way boundary a distance of 330.07 feet to a  
 concrete monument #1254, thence run South 00 degrees 05 minutes  
 52 seconds East 680.75 feet, thence run North 89 degrees 58  
 minutes 08 seconds West 477.68 feet to the POINT OF BEGINNING.  
 From said POINT OF BEGINNING continue North 89 degrees 58  
 minutes 08 seconds West 238.84 feet, thence run South 16  
 degrees 49 minutes 01 seconds East 717.92 feet, thence run  
 South 89 degrees 58 minutes 08 seconds East 170.00 feet, thence  
 run North 11 degrees 25 minutes 27 seconds West 701.07 feet to  
 the POINT OF BEGINNING.

The South 60 feet thereof being subject to a 60 foot ingress,  
 egress and utility easement. Also subject to a drainage  
 easement.

## LOT 7, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of  
 Section 13, Township 1 South, Range 4 West, Leon County,  
 Florida and run South 00 degrees 00 minutes 27 seconds East  
 Continued on next page

Jun. 28. 2005 5:22PM  
 OR DA 2011 PM 2000

LISA'S LISTING.COM 8509269122

No.0071 P. 7

## CONTINUATION OF EXHIBIT "A"

along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet, thence run North 89 degrees 58 minutes 08 seconds West 238.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 58 minutes 08 seconds West 238.84 feet, thence run South 11 degrees 25 minutes 27 seconds East 701.07 feet, thence run South 89 degrees 58 minutes 08 seconds East 170.00 feet, thence run North 05 degrees 49 minutes 05 seconds West 690.70 feet to the POINT OF BEGINNING.

The South 60 feet thereof being subject to a 60 foot ingress, egress and utility easement. Also subject to a drainage easement.

## LOT 8, SUTTON ESTATES, (UNRECORDED):

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said Southerly right of way boundary a distance of 508.56 feet to an iron rod, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 330.07 feet to a concrete monument #1254, thence run South 00 degrees 05 minutes 52 seconds East 680.75 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 58 minutes 08 seconds West 238.84 feet, thence run South 05 degrees 49 minutes 05 seconds East 690.70 feet, thence run South 89 degrees 58 minutes 08 seconds East 170.00 feet, thence run North 00 degrees 05 minutes 52 seconds West 687.11 feet to the POINT OF BEGINNING.

The South 60 feet thereof being subject to a 60 foot ingress,  
Continued on next page



OR Jun.28. 2005 5:23PM

LISA'S LISTING.COM 8509269122

No.0071 P. 8

## CONTINUATION OF EXHIBIT "A"

gress and utility easement. Also subject to a drainage easement

## LOT 1

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, thence run North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 165.06 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 82 degrees 42 minutes 17 seconds West along said right of way boundary a distance of 165.02 feet, thence run South 00 degrees 05 minutes 52 seconds East 242.25 feet, thence run South 89 degrees 58 minutes 08 seconds East 163.65 feet, thence run North 00 degrees 05 minutes 52 seconds West 221.38 feet to the POINT OF BEGINNING.

The East 15 feet thereof being subject to and ingress, egress and utility easement

## LOT 2

Commence at an iron pipe marking the Northeast corner of Section 13 Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 05 minutes 44 seconds East 200.51 feet, thence run North 89 degrees 58 minutes 08 seconds West 163.68 feet, thence run North 00 degrees 05 minutes 52 seconds West 221.38 feet to a point on the aforesaid Southerly right of way boundary of State Road 20, thence run South 82 degrees 42 minutes 17 seconds East along said right of way boundary a distance of 165.06 feet to the POINT OF BEGINNING.

Continued on next page

## CONTINUATION OF EXHIBIT "A"

The West 15 feet thereof being subject to an ingress, egress and utility easement

## LOT 3

Commence at an iron pipe marking the Northeast corner of Section 13 Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, thence run South 00 degrees 05 minutes 44 seconds East 200.51 feet, thence run North 89 degrees 58 minutes 08 seconds West 163.68 feet to the POINT OF BEGINNING From said POINT OF BEGINNING continue North 89 degrees 58 minutes 08 seconds West 163.65 feet, thence run South 00 degrees 05 minutes 52 seconds East 221.38 feet, thence run South 89 degrees 58 minutes 08 seconds East 163.65 feet, thence run North 00 degrees 05 minutes 52 seconds West 221.38 feet to the POINT OF BEGINNING.

The East 15 feet thereof being subject to an ingress, egress and utility easement

## LOT 4

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, thence run South 00 degrees 05 minutes 44 seconds East 200.51 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 44 seconds East 221.38 feet, thence run North 89 degrees 58 minutes 08 seconds West 163.67 feet, thence run North 00 degrees 05 minutes 52 seconds West 221.38 feet, thence run South 89 degrees 58 minutes 08 seconds East 163.68 feet to the POINT OF BEGINNING.

Continued on next page

## CONTINUATION OF EXHIBIT "A"

The West 15 feet thereof being subject to an ingress, egress and utility easement

## LOT 5

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of-way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, thence run South 00 degrees 05 minutes 44 seconds East 421.89 feet, thence run North 89 degrees 58 minutes 08 seconds West 163.67 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 58 minutes 08 seconds West 163.65 feet, thence run South 00 degrees 05 minutes 52 seconds East 323.09 feet, thence run South 89 degrees 58 minutes 08 seconds East 163.65 feet, thence run North 00 degrees 05 minutes 52 seconds West 323.09 feet to the POINT OF BEGINNING.

## LOT 6

Commence at an iron pipe marking the Northeast corner of Section 13, Township 1 South, Range 4 West, Leon County, Florida and run South 00 degrees 00 minutes 27 seconds East along the East boundary of said Section 13 a distance of 59.79 feet to a concrete monument #1254 on the Southerly right of way boundary of State Road 20 (66 foot right of way), thence run North 82 degrees 47 minutes 33 seconds West along said right of way boundary a distance of 508.56 feet, thence run South 00 degrees 05 minutes 44 seconds East 421.89 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 44 seconds East 221.38 feet, thence run North 89 degrees 58 minutes 08 seconds West 163.66 feet, thence run North 00 degrees 05 minutes 52 seconds West 221.38 feet, thence run South 89 degrees 58 minutes 08 seconds East 163.67 feet to the POINT OF BEGINNING.