

OR1036PG2212

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE VILLAGES OF KINSAIL

AN
UNRECORDED PLAT

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
AUG 25 3 42 PM 1988
PAUL F. HARTSHORN
CLERK OF CIRCUIT COURT

589091

THIS DECLARATION, made on the date hereinafter set forth by TALAFLO INVESTMENT CO., a Florida corporation, hereinafter referred to as "Declarant."

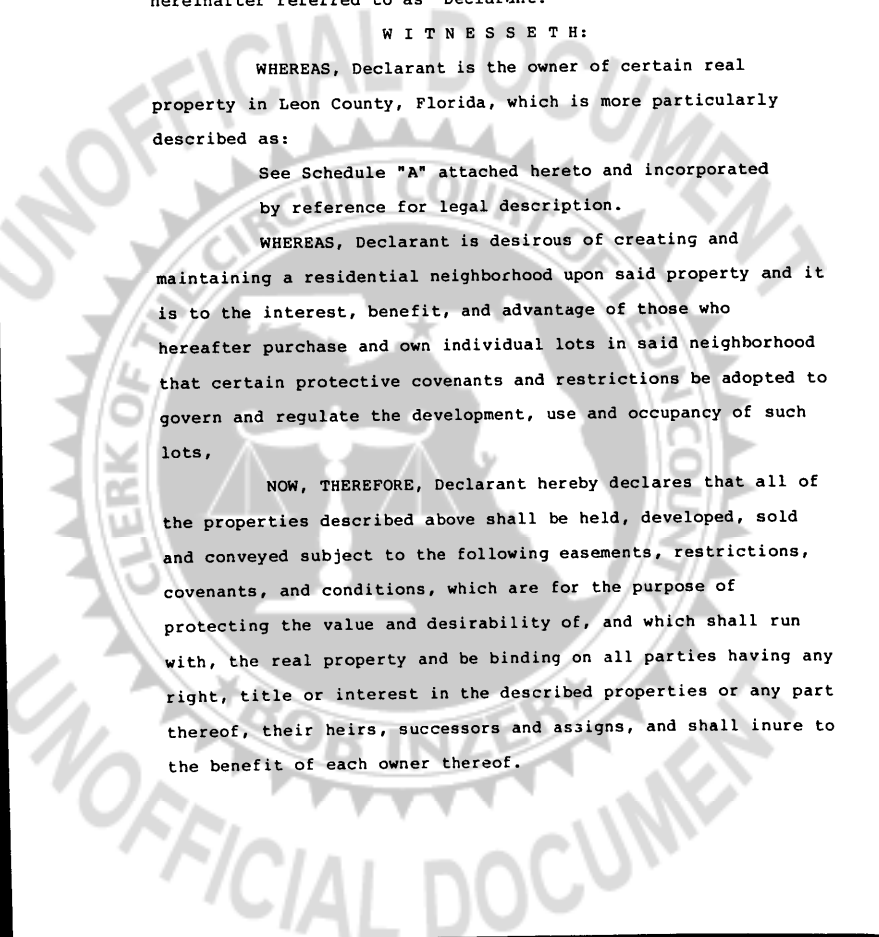
W I T N E S S E T H:

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

See Schedule "A" attached hereto and incorporated by reference for legal description.

WHEREAS, Declarant is desirous of creating and maintaining a residential neighborhood upon said property and it is to the interest, benefit, and advantage of those who hereafter purchase and own individual lots in said neighborhood that certain protective covenants and restrictions be adopted to govern and regulate the development, use and occupancy of such lots,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, developed, 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

1. "Association" shall mean and refer to Lake Kinsail Homeowners' Association, Inc., which shall be a Florida non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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.
3. "Properties" shall mean and refer to that certain real property described in Schedule "A" hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to these covenants.
4. "Restricted Area" shall mean all real property (including any improvements thereon) owned by the Association and intended to be used for the common use and enjoyment of the Owners. The Restricted Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Schedule "B" attached hereto for description of roadways and Restricted Area.
5. "Lot" shall mean those parcels of land within the Properties which have been platted for residential development, are subject to private ownership, and are exclusive of the Restricted Area.
6. "Declarant" shall mean Talaflo Investment Co., its grantors, successors and assigns.
7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association.
8. "By-Laws" shall mean the by-laws of the Association.
9. "Directors" shall mean the directors of the Association.

10. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep, and preservation of the Properties and Restricted Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association.

ARTICLE II

USE RESTRICTIONS

1. Residential Only. The Declarant intends for the Properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Declarant may, however, use and develop a Lot or Lots as a model homesite and for display and sales offices.
2. Conformance with Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.
3. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the owner's garage or at such other areas as may be designated by the Homeowners' Association or the Declarant.
4. Dwelling Quantity and Size. The total floor area of the main structure, exclusive of porches, garages, carports and patios shall not be less than 1,000 square feet of heated area.
5. Nuisances. No noxious or offensive activities shall be carried on upon any Lot or Restricted Area nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

6. Animals. 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 purposes. The Association may adopt and implement regulations and rules governing pets within the Properties.

7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales.

8. Trees. No large trees of any kind measuring one (1) foot or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any Lot without the express written approval of the Architectural Control Committee.

9. Antennas. Exterior radio and television and any other type of antenna installations must be approved in writing by the Architectural Control Committee.

10. Window Units. The location of all exterior heating and/or air conditioning compressors, window units or other machinery or equipment installed after sale of any Lot by the Declarant shall be submitted for approval by the Architectural Control Committee prior to installation.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Restricted Area and roadways 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 situated upon the Restricted Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) 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 Restricted 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 signed by (2/3) of each class of members has been recorded in the public records of Leon County, Florida.

2. Use of Recreational Facilities. In the event recreational facilities are constructed upon the Restricted Area, the Association may adopt rules and regulations governing the use and control of such facilities.

3. Reservation of Easement. The Declarant hereby reserves and there is hereby granted unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of sewer, water, electricity, gas, telephone, cable television and similar facilities over, along, across, and under the land described in Schedule "B" attached hereto and made a part hereof. Such easement shall also include the right to use all roadways on the Properties.

4. Subdivision Prohibited. No Lot may be divided or subdivided.

5. Exterior Maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided however, this list is not

RM1036102216

intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways, and landscaping.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors, (or its agent) after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article V.

ARTICLE IV
HOMEOWNERS' ASSOCIATION

1. Creation. There shall be created a non-profit Florida corporation to be known as the Lake Kinsail Homeowners' Association.
2. Membership. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
3. Classification of Membership in Association.
 - Class A. Class A members shall be all Owners other than the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons may be members. The vote for such Lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any single Lot, regardless of the number of persons owning the Lot.
 - Class B. Class B membership shall be the Declarant or its successor. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:

DR1036802218

(a) One hundred twenty (120) days after 75% of the Lots have been conveyed to individual Lot owners;

or

(b) July 15, 1987.

3. Powers and Duties of Association. The

Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

(a) It shall own in fee simple, maintain and otherwise manage all Restricted Areas and all facilities, improvements and landscaping thereon.

(b) It may grant easements, where necessary across Restricted Areas for the location of utilities, accessways, and roadways.

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on Restricted Areas.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities. ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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 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 for enforcing same, 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 successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Restricted Areas, including, but not limited to, the payment for the maintenance, repair and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Restricted Areas, street lights, maintenance of the entranceway, and such other uses as may be determined by vote of the Association.

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 \$300.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board may increase the maximum annual assessment each year by 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 of Lake Kinsail Homeowners' Association may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments described 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 Restricted Areas, 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.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of each class of Owners (or written proxies therefrom) shall constitute a quorum.

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 semi-annual basis; provided, however, waterfront Lots may be subjected to a higher rate of assessment.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence July 1, 1982. 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 assessment period. Written notice of the annual assessment shall be sent to every Lot Owner. The due

DR1036P2220

dates shall be established by the Board of Directors. The due date for Special Assessments shall be fixed in the resolution authorizing such assessment.

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 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 non-use of the Restricted Area or abandonment of a Lot.

9. Subordination of the Lien to Mortgages. The lien of 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 VI

ARCHITECTURAL CONTROL

The original appearance of buildings, paved areas, landscaping and fencing, whether on the Properties or the Restricted Areas, shall be maintained and preserved. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Restricted Area, nor shall any exterior additions or alterations be made thereto (including changes in color of paints or stains) 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. The initial members of the Architectural Control Committee are Ben C. Willis, Jr., Roger C. Smith and W. Alan Cheek. In the event the Board or Architectural Control 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.

103612222

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in 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.

2. Severability. The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years upon affirmative vote of seventy-five percent (75%) of the Lot Owners. This Declaration may be amended during the first twenty (20) year period only with the consent and approval of not less than eighty percent (80%) of the Lot Owners, and thereafter with the consent and approval of not less than seventy-five percent (75%) of the Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida.

Notice of any proposed amendment shall be given in writing to each Lot Owner by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment. In addition to the affirmative vote of the Lot Owners as provided above, any such amendments must be approved by at least seventy-five percent (75%) of the Directors of the Association.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments.

4. Annexation. Declarant owns additional real property adjacent and contiguous to the Properties as more particularly described in Official Records Book 967, Page 363, public records of Leon County, Florida. Declarant may wish to develop such additional property in a manner similar in character, nature, design and layout to the project currently being developed on the Properties. If Declarant undertakes development of said lands within five (5) years from the date of these Restrictive Covenants and if such development is compatible in character, nature, design and layout with the instant development, then Declarant may subject said additional property to this Declaration of Covenants, Conditions and Restrictions by recording notice thereof in the public records of Leon County, Florida. Except as aforesaid, any other annexation of additional property shall be approved by two-thirds (2/3) vote of each class of members.

5. Additional Covenants. The covenants and restrictions imposed hereby are in addition to those imposed by Killearn Properties, Inc. pursuant to that certain Declaration of Covenants and Restrictions dated October 29, 1975 recorded in Official Records Book 747, Page 276, public records of Leon County, Florida and amended April 29, 1976 per instrument

DR1036PR2224

recorded in Official Records Book 780, Page 767, public records of Leon County, Florida. In addition to becoming members of The Lake Kinsail Homeowners Association, Inc., all Lot Owners shall become members of The Killlearn Homeowners Association and shall pay the assessments levied by said association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of June, 1982.

DECLARANT:
TALAFLO INVESTMENT CO.

WITNESSES:

Don C. Willett
Gene P. Burigues

By: *Roger C. Smith*
Roger C. Smith
As its President



(Corporate Seal)

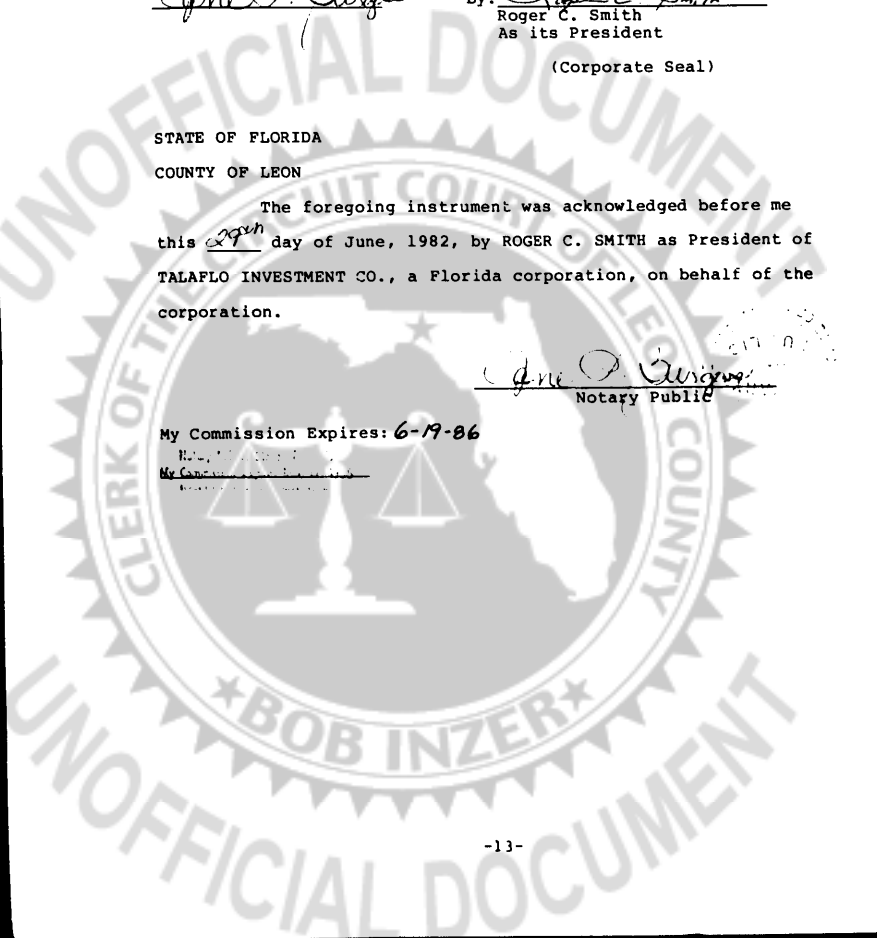
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of June, 1982, by ROGER C. SMITH as President of TALAFLO INVESTMENT CO., a Florida corporation, on behalf of the corporation.

Gene P. Burigues
Notary Public

My Commission Expires: 6-19-86

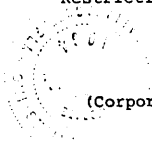
My Commission Expires: _____



CONSENT

Killearn Properties, Inc. hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions.

This 7th day of July, 1982.



(Corporate Seal)

KILLEARN PROPERTIES, INC.

By: J. T. Williams, Jr.
J. T. Williams, Jr.
As its President

010361022225

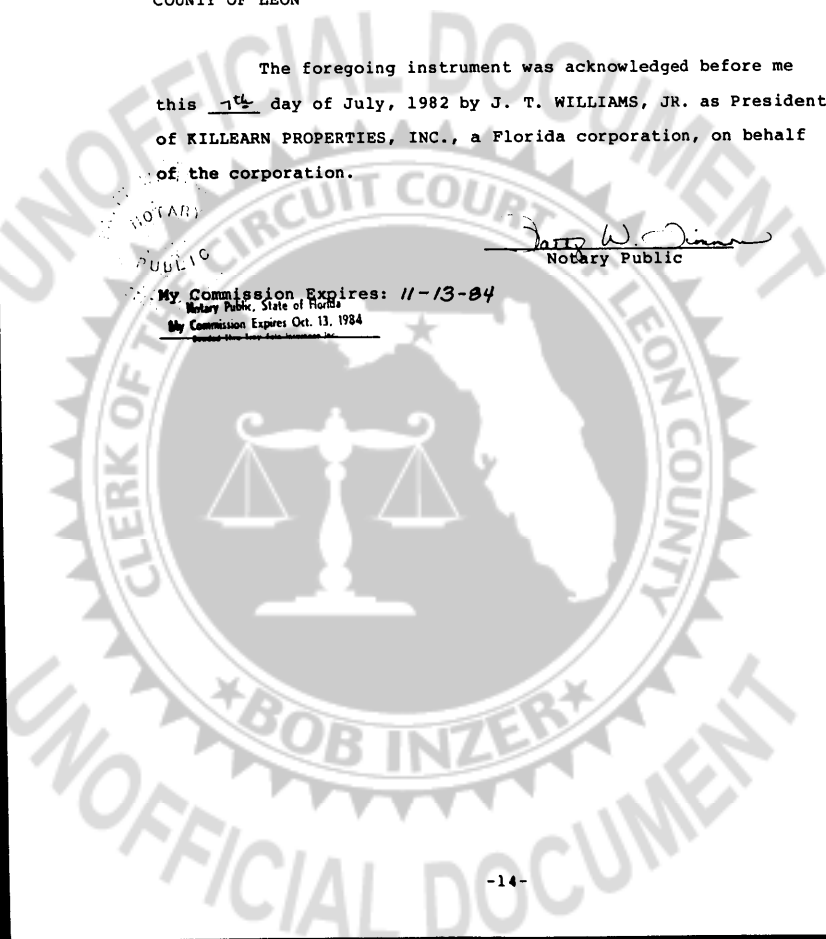
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of July, 1982 by J. T. WILLIAMS, JR. as President of KILLEARN PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

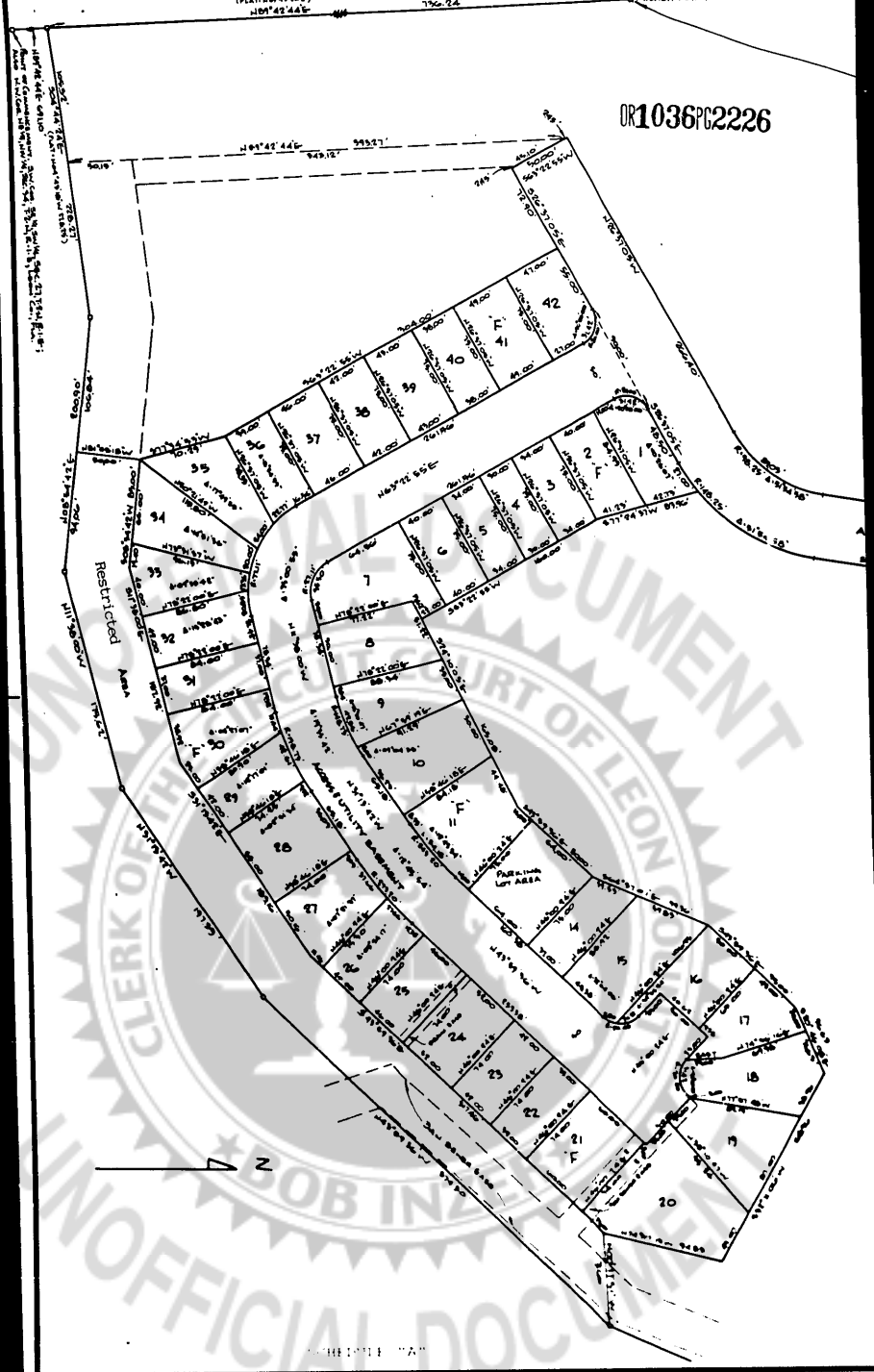
NOTARY
PUBLIC

James W. Dinnon
Notary Public

My Commission Expires: 11-13-84
Notary Public, State of Florida
My Commission Expires Oct. 13, 1984



OR1036PG2226



Restricted Area



BROWARD DAVIS & ASSOC., INC. DR1036PC2227

FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
LARRY E. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
JANET M. JACKSON, P.L.S.



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

June 23, 1982

VILLAGES OF KINSAIL

Restricted Areas

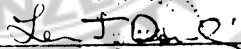
I hereby certify that the legal description shown hereon meets the minimum requirements adopted by F.S.B.L.S.

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 the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 2 North, Range 1 East (also the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 1 East, Leon County, Florida) and run North 89 degrees 42 minutes 44 seconds East along the Section Line 691.10 feet to a concrete monument, thence South 04 degrees 44 minutes 24 seconds East 228.27 feet to a concrete monument, thence South 08 degrees 54 minutes 42 seconds West 106.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 08 degrees 54 minutes 42 seconds West 94.06 feet to a concrete monument, thence South 11 degrees 38 minutes 00 seconds East 175.62 feet to a concrete monument, thence South 31 degrees 13 minutes 42 seconds East 197.39 feet to a concrete monument, thence South 43 degrees 59 minutes 36 seconds East 374.30 feet to a concrete monument, thence North 00 degrees 17 minutes 51 seconds West 71.60 feet to a concrete monument, thence North 43 degrees 59 minutes 36 seconds West 317.46 feet to a concrete monument, thence North 31 degrees 13 minutes 42 seconds West 183.16 feet to a concrete monument, thence North 11 degrees 38 minutes 00 seconds West 157.92 feet to a concrete monument, thence North 08 degrees 54 minutes 42 seconds East 85.00 feet to a concrete monument, thence North 81 degrees 05 minutes 18 seconds West 50.00 feet to the POINT OF BEGINNING; containing 0.90 acre, more or less.

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

Bearings and source of information based on previous surveys by Broward Davis and Assoc., Inc.


LEE F. DOWLING
Registered Florida Land Surveyor, No. 2661

BPD #64-424
PSR #2024

UNOFFICIAL COPY

STREET ADDRESS: 26, MANAYUNK EAST AVENUE, PHOENIX, ARIZONA

MAILING ADDRESS: POST OFFICE BOX 1776, TALLAHASSEE, FLORIDA 32302-1776

BROWARD DAVIS & ASSOC., INC.

FLORIDA • GEORGIA • ALABAMA

DR1036PG2228

BROWARD P. DAVIS, P.L.S.
LARRY E. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
JANE T. JACKSON, P.L.S.



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

June 23, 1982

VILLAGES OF KINSAIL

Parking Lot Area

I hereby certify that the legal description shown hereon meets the minimum requirements adopted by F.S.B.L.S.

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 the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 2 North, Range 1 East (also the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 1 East, Leon County, Florida) and run North 89 degrees 42 minutes 44 seconds East along the Section Line 691.10 feet, thence South 04 degrees 44 minutes 24 seconds East 105.32 feet, thence North 89 degrees 42 minutes 44 seconds East 393.27 feet, thence South 63 degrees 22 minutes 55 seconds West 47.55 feet to the Westerly boundary of a 50 foot access and utility easement, thence South 26 degrees 37 minutes 05 seconds East along said boundary 266.40 feet to a point of curve to the left, thence along boundary curve with a radius of 148.25 feet, through a central angle of 10 degrees 26 minutes 07 seconds, for an arc distance of 27.00 feet, thence South 77 degrees 24 minutes 37 seconds West 83.96 feet, thence South 63 degrees 22 minutes 55 seconds West 160.00 feet, thence South 24 degrees 10 minutes 05 seconds East 165.08 feet, thence South 43 degrees 59 minutes 36 seconds East 16.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 43 degrees 59 minutes 36 seconds East 64.00 feet, thence South 46 degrees 00 minutes 24 seconds West 75.00 feet to the Northeasterly boundary of a 50 foot access and utility easement, thence North 43 degrees 59 minutes 36 seconds West along said boundary 64.00 feet, thence North 46 degrees 00 minutes 24 seconds East 75.00 feet to the POINT OF BEGINNING; containing 0.11 acre, more or less.


LEE F. DOWLING

Registered Florida Land Surveyor, No. 2661

BPD #64-424
PSR #2024

RECORDING: "B-1"

STREET ADDRESS: 201 N. W. 10th St., Ft. Lauderdale, Fla. 33304
MAILING ADDRESS: P.O. BOX 1000, Ft. Lauderdale, Fla. 33304

BROWARD DAVIS & ASSOC., INC.

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

OR1038PC2229

BROWARD P. DAVIS, P.L.S.
President

ERROLD R. HINTON, P.L.S.
Vice President
Secretary-Treasurer

NEVINS C. SMITH, JR., P.E.
Vice President - Administration



WALTER A. JOHNSON, P.E., P.L.S.
Vice President - Engineering

LARRY E. DAVIS, P.L.S.
Vice President - Surveying

LEE F. DOWLING, P.L.S.
Vice President - Surveying

March 12, 1981

KILLEARN ESTATES UNIT NO. 28

50 Foot Roadway and Utility Easement

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

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, recorded deeds, easements or other instruments which could affect the boundaries.

Commence at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 27, Township 2 North, Range 1 East (also the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 1 East, Leon County, Florida), and run North 89 degrees 42 minutes 44 seconds East along the Section Line 1427.34 feet to a concrete monument marking the Southwest corner of the Southeast Quarter of said Section 27, thence North 00 degrees 19 minutes 12 seconds West along the West boundary of the Southeast Quarter of said Section 27 a distance of 402.69 feet to a concrete monument lying on a curve concave to the Northerly on the Southerly right of way boundary of Velda Dairy Road (80 foot right of way), thence from a tangent bearing of North 86 degrees 17 minutes 55 seconds East run Easterly along said right of way curve with a radius of 1156.51 feet, through a central angle of 07 degrees 28 minutes 50 seconds, for an arc distance of 150.99 feet to a concrete monument, thence South 00 degrees 20 minutes 48 seconds East 421.52 feet to a concrete monument, thence South 20 degrees 05 minutes 18 seconds East 173.76 feet to a concrete monument, thence South 47 degrees 05 minutes 48 seconds East 491.92 feet to a concrete monument, thence North 89 degrees 56 minutes 24 seconds East 249.89 feet to a concrete monument on the Westerly right of way boundary of Shannon Lakes West (80 foot right of way), thence South along said right of way boundary 212.54 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South along said right of way boundary 55.00 feet to a concrete monument marking a point of curve to the right, thence along said right of way curve with a radius of 2005.77 feet, through a central angle of 01 degree 35 minutes 43 seconds, for an arc distance of 55.84 feet to a point lying on a curve concave to

the Westerly, thence from a tangent bearing of North 01 degree 35 minutes 43 seconds East run Northerly and Westerly along said curve with a radius of 30.00 feet, through a central angle of 91 degrees 35 minutes 43 seconds, for an arc distance of 47.96 feet, thence West 64.23 feet to a point of curve to the right, thence along said curve with a radius of 422.41 feet, through a central angle of 17 degrees 10 minutes 16 seconds, for an arc distance of 126.59 feet to a point of reverse curve, thence along said curve with a radius of 178.65 feet, through a central angle of 32 degrees 49 minutes 54 seconds, for an arc distance of 102.37 feet, thence South 74 degrees 20 minutes 22 seconds West 24.64 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 74 degrees 20 minutes 22 seconds, for an arc distance of 25.95 feet, thence South 159.60 feet to a point of curve to the left, thence along said curve with a radius of 19.00 feet, through a central angle of 60 degrees 00 minutes 00 seconds, for an arc distance of 19.90 feet, thence South 60 degrees 00 minutes 00 seconds East 62.00 feet, thence South 30 degrees 00 minutes 00 seconds West 50.00 feet, thence North 60 degrees 00 minutes 00 seconds West 62.00 feet to a point of curve to the right, thence along said curve with a radius of 69.00 feet, through a central angle of 60 degrees 00 minutes 00 seconds, for an arc distance of 72.26 feet, thence North 147.07 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 86 degrees 49 minutes 13 seconds, for an arc distance of 30.31 feet to a point of reverse curve, thence along said curve with a radius of 208.30 feet, through a central angle of 19 degrees 22 minutes 28 seconds, for an arc distance of 70.44 feet to a point of compound curve thence along said curve with a radius of 249.12 feet, through a central angle of 35 degrees 02 minutes 57 seconds, for an arc distance of 152.39 feet, thence North 32 degrees 23 minutes 48 seconds West 174.13 feet to a point of curve to the left, thence along said curve with a radius of 92.40 feet, through a central angle of 46 degrees 08 minutes 15 seconds, for an arc distance of 74.41 feet, thence North 78 degrees 32 minutes 03 seconds West 214.48 feet to a point of curve to the right, thence along said curve with a radius of 148.25 feet, through a central angle of 51 degrees 54 minutes 58 seconds, for an arc distance of 134.33 feet, thence North 26 degrees 37 minutes 05 seconds West 48.50 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 31.42 feet, thence South 63 degrees 22 minutes 55 seconds West 261.56 feet to a point of curve to the left, thence along said curve with a radius of 27.11 feet, through a central angle of 75 degrees 00 minutes 55 seconds, for an arc distance of 35.50 feet, thence South 11 degrees 38 minutes 00 seconds East 78.34 feet to a point of curve to the left, thence along said curve with a radius of 148.73 feet, through a central angle of 19 degrees 35 minutes 42 seconds, for an arc distance of 50.86 feet, thence South 31 degrees 13 minutes 42 seconds East 65.18 feet to a point of curve to the

KILLEARN ESTATES UNIT 28
50 Ft. Roadway & Utility Easement
March 12, 1981
Page No. 3

OR1036P2231

left, thence along said curve with a radius of 243.20 feet, through a central angle of 12 degrees 45 minutes 54 seconds, for an arc distance of 54.18 feet, thence South 43 degrees 59 minutes 36 seconds East 160.38 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 31.42 feet, thence North 46 degrees 00 minutes 24 seconds East 25.00 feet, thence South 43 degrees 59 minutes 36 seconds East 50.00 feet, thence South 46 degrees 00 minutes 24 seconds West 25.00 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 31.42 feet, thence South 43 degrees 59 minutes 36 seconds East 3.00 feet, thence South 46 degrees 00 minutes 24 seconds West 50.00 feet, thence North 43 degrees 59 minutes 36 seconds West 253.38 feet to a point of curve to the right, thence along said curve with a radius of 293.20 feet, through a central angle of 12 degrees 45 minutes 54 seconds, for an arc distance of 65.32 feet, thence North 31 degrees 13 minutes 42 seconds West 65.18 feet to a point of curve to the right, thence along said curve with a radius of 198.73 feet, through a central angle of 19 degrees 35 minutes 42 seconds, for an arc distance of 67.97 feet, thence North 11 degrees 38 minutes 00 seconds West 78.34 feet to a point of curve to the right, thence along said curve with a radius of 77.11 feet, through a central angle of 75 degrees 00 minutes 55 seconds, for an arc distance of 100.96 feet, thence North 63 degrees 22 minutes 55 seconds East 261.56 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 31.42 feet, thence North 26 degrees 37 minutes 05 seconds West 127.90 feet, thence North 63 degrees 22 minutes 55 seconds East 50.00 feet, thence South 26 degrees 37 minutes 05 seconds East 266.40 feet to a point of curve to the left, thence along said curve with a radius of 98.25 feet, through a central angle of 51 degrees 54 minutes 58 seconds, for an arc distance of 89.03 feet, thence South 78 degrees 32 minutes 03 seconds East 214.48 feet to a point of curve to the right, thence along said curve with a radius of 142.40 feet, through a central angle of 14 degrees 43 minutes 19 seconds, for an arc distance of 36.59 feet to a point of reverse curve, thence along said curve with a radius of 20.00 feet, through a central angle of 73 degrees 54 minutes 48 seconds, for an arc distance of 25.80 feet, thence North 42 degrees 16 minutes 28 seconds East 43.73 feet to a point of curve to the right, thence along said curve with a radius of 70.21 feet, through a central angle of 47 degrees 43 minutes 32 seconds, for an arc distance of 58.48 feet, thence South 50.00 feet, thence East 65.50 feet to a point of curve to the right, thence along said curve with a radius of 25.90 feet, through a central angle of 42 degrees 54 minutes 12 seconds, for an arc distance of 19.39 feet, thence South 47 degrees 05 minutes 48 seconds East 38.50 feet to a point of curve to the right, thence along said curve with a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet to a

STREET ADDRESS: 2411 MAHAN (MAY EAST) DRIVE (OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 1236 • TALLAHASSEE, FLORIDA 32304 • (904) 834-1111

SCHEDULE "B-2, 3"

KILLEARN ESTATES UNIT 28
50 Ft. Roadway & Utility Easement
March 12, 1981
Page No. 4

OR1036PC2232

point of reverse curve, thence along said curve with a radius of 93.71 feet, through a central angle of 42 degrees 54 minutes 12 seconds, for an arc distance of 70.17 feet, thence South 39.50 feet to a point of curve to right, thence along said curve with a radius of 19.57 feet, through a central angle of 48 degrees 20 minutes 19 seconds, for an arc distance of 16.50 feet, thence South 48 degrees 20 minutes 19 seconds West 18.60 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 99 degrees 15 minutes 53 seconds, for an arc distance of 34.65 feet, thence North 32 degrees 23 minutes 48 seconds West 155.61 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 74 degrees 40 minutes 16 seconds, for an arc distance of 26.07 feet, thence North 42 degrees 16 minutes 28 seconds East 43.72 feet to a point of curve to the right, thence along said curve with a radius of 20.21 feet, through a central angle of 47 degrees 43 minutes 32 seconds, for an arc distance of 16.84 feet, thence North 50.00 feet, thence East 65.50 feet to a point of curve to the right, thence along said curve with a radius of 75.90 feet, through a central angle of 42 degrees 54 minutes 12 seconds, for an arc distance of 56.83 feet, thence South 47 degrees 05 minutes 48 seconds East 38.50 feet to a point of curve to the right, thence along said curve with a radius of 75.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 117.81 feet to a point of reverse curve, thence along said curve with a radius of 43.71 feet, through a central angle of 42 degrees 54 minutes 12 seconds, for an arc distance of 32.73 feet, thence South 39.50 feet to a point of curve to right, thence along said curve with a radius of 69.57 feet, through a central angle of 48 degrees 20 minutes 19 seconds, for an arc distance of 58.69 feet, thence South 48 degrees 20 minutes 19 seconds West 17.83 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 104 degrees 33 minutes 02 seconds, for an arc distance of 36.50 feet to a point of compound curve, thence along said curve with a radius of 199.12 feet, through a central angle of 11 degrees 14 minutes 03 seconds, for an arc distance of 39.04 feet to a point of compound curve, thence along said curve with a radius of 158.30 feet, through a central angle of 38 degrees 12 minutes 53 seconds, for an arc distance of 105.58 feet, thence North 74 degrees 20 minutes 22 seconds East 40.95 feet to a point of curve to the right, thence along said curve with a radius of 228.65 feet, through a central angle of 32 degrees 49 minutes 54 seconds, for an arc distance of 131.03 feet to a point of reverse curve, thence along said curve with a radius of 372.41 feet, through a central angle of 17 degrees 10 minutes 16 seconds, for an arc distance of 111.61 feet, thence East 65.00 feet to a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 47.12 feet to the POINT OF BEGINNING; containing 4.66 acres, more or less.

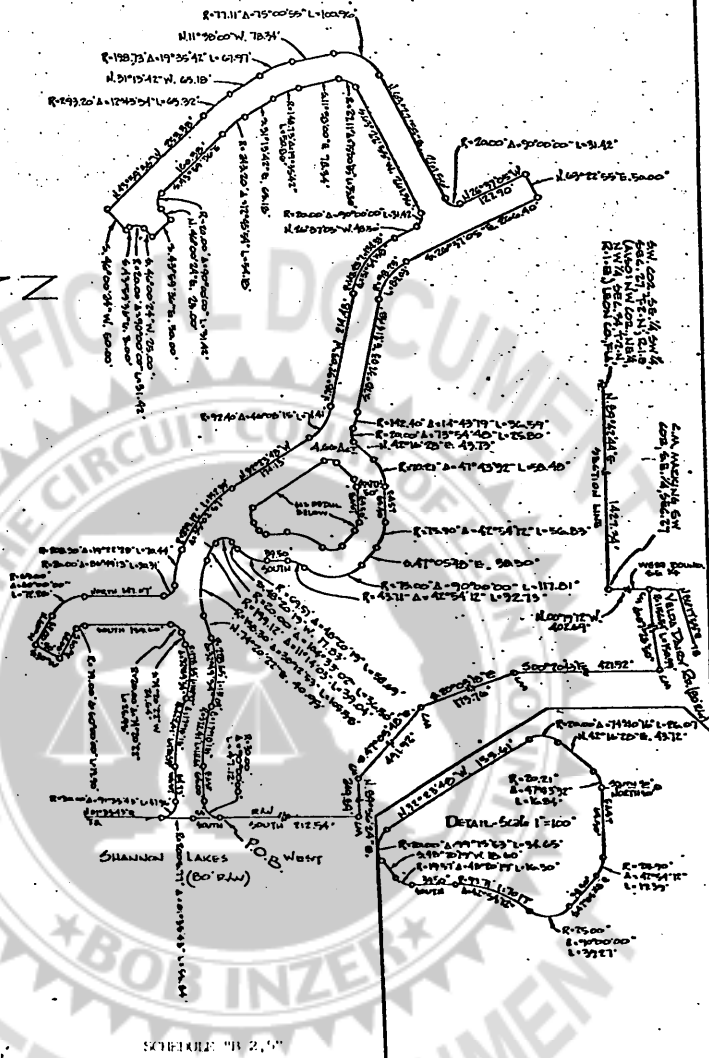


LEE F. DOWLING
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS 2416 MAHAN DRIVE, EASTWIND OFFICE PLAZA
MAILING ADDRESS POST OFFICE BOX 12167 • TALLAHASSEE, FLORIDA 32309 • (904) 878-4195

SCHEDULE "B-2,4"

DR 1036 P 2233



Scale 1" = 200'

SCHEDULE "B" 2, 3"