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DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND PARTY WALL AGREEMENT

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THIS DECLARATION, made on this 16th day of MARCH,
1999, by Olin Construction Company, Inc., a Florida corporation,
and The Quick Builder, Inc., a Florida corporation, hereinafter
referred to jointly as "Declarant", for themselves, their succes-
sors, grantees and assigns,

WITNESSETH THAT:

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

2. Name The name by which the property shall be known and
identified is VENTANAS LUXURY TOWNHOMES

3. Submission of Property to Restrictive Covenants
Declarant does hereby impress and impose upon the Property the
restrictive covenants, obligations, covenants and conditions set



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forth and provided for herein which shall run with the land. This Declaration shall be binding upon Declarant, its successors, assigns and grantees. All reservations, easements and cross-easements set forth herein shall, when any deed hereafter executed shall refer to and incorporate these Restrictive Covenants, be deemed to have been granted, excepted or reserved, as the case may be, and shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth therein in full

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

(a) "Lot" shall mean the 42 parcels of real property within Ventanas as shown as Exhibit "B".

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

(c) "Association" means Ventanas Homeowners' Association, Inc., a non-profit corporation, and its successors, which association shall be responsible for the operation and management of the common areas, and easement areas, and have such other rights, duties and obligations as are set forth in this Declaration.

(d) "By-Laws" shall mean such by-laws as are established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the Homeowners are liable to the Association

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a Homeowner

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(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

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

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

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

(b) Each house shall include a parcel of real property as described in the deed by which said land and/or house is conveyed by Declarant to third party purchasers. Every Homeowner has a right and easement of enjoyment to the common area, which is appurtenant to title to the lot. The common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Homeowners, excluding Declarant.

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

6 Subdivision Each of the 42 lots shown on the plat attached as Exhibit "B" are townhouse lots and their use is restricted to the construction of townhomes. Each lot or part



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thereof as conveyed by the Declarant may not be divided or subdivided.



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7. Membership in the Association.

(a) Each Homeowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in Ventanas at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows"

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

CLASS B The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each lot owned by the Declarant. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership, or on January 1, 2001, whichever first occurs, or upon voluntary cancellation by Declarant. So long as there is Class B membership the following actions require prior approval of FHA/VA.

Annexation of additional properties, dedication of common area, and amendment to the Declaration of Restrictive Covenants.

(c) The Property is within the Hillcrest PUD and subject to the Declaration of Covenants, Conditions, Restrictions and Easements as amended from time to time. The Association is a member of Hillcrest PUD Property Owners Association, Inc. and not the individual lot owners.

8. Assessments and Liens. Each Homeowner (exclusive of the Declarant) by the acceptance of a deed for land located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association.

(a) Annual assessments or charges as herein set forth and as established by the Association, and

(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under a Mortgage. Assessments shall be made pursuant to the By-Laws of the Association. No Homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use

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or enjoyment of any of the common areas or easement areas or by the abandonment of his lot.

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

10. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, By-Laws or other agreements among the Homeowners.

11. Maximum Annual Assessments. Until January 1, 2000, the maximum annual assessment per Homeowner shall be \$100.00 per year per home, payable on the first day of January of each year. From and after January 1, 2000, the maximum annual assessment may be increased by more than ten per cent (10%) only by the vote or written assessment of at least sixty per cent (60%) of the votes entitled to be cast.

12. Special Assessments In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construc-



tion, reconstruction, repair or replacement of the improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto, or for the exercise of the powers granted in Paragraph 17 hereof; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association.

13. Collection of Assessments. All assessments shall be due on the first day of January of each year, and are delinquent if not paid by the 1st day of March of each year. The annual assessment may be prepaid in whole or in part. No set-offs shall be allowed to any Homeowner for repairs or improvements, or services contracted for by any Homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

14. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within ten (10) days after the delinquent date may upon decision of the Board of Directors of the Association bear a service charge of \$5.00 per month from the delinquent date.

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

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

17. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

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(a) Maintain and otherwise manage all common areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

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

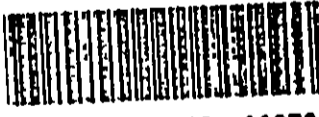
(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

18 Architectural Control. No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail 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 an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association (the "Architectural Commit-

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tee"), as hereinafter provided In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desire to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. All members shall serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee.

19. Exterior Maintenance of Houses and Other Areas The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are owned by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein Any item or



area not expressly the responsibility of the Association shall be the responsibility of each Homeowner; provided, however, that if a Homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such Homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days notice to the Homeowner, the Association shall have the right (but not the obligation) to provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such Homeowner and shall be payable to the Association by such Homeowner under such terms as the Board of directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee should have the right after reasonable notice to the Homeowner to go upon any lot

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

(a) Easements reflected on Exhibit "A" attached hereto, including easements for access, driveway, utilities, water, sanitary sewer and drainage.

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

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

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

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

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

22. Party Walls.

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

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

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner

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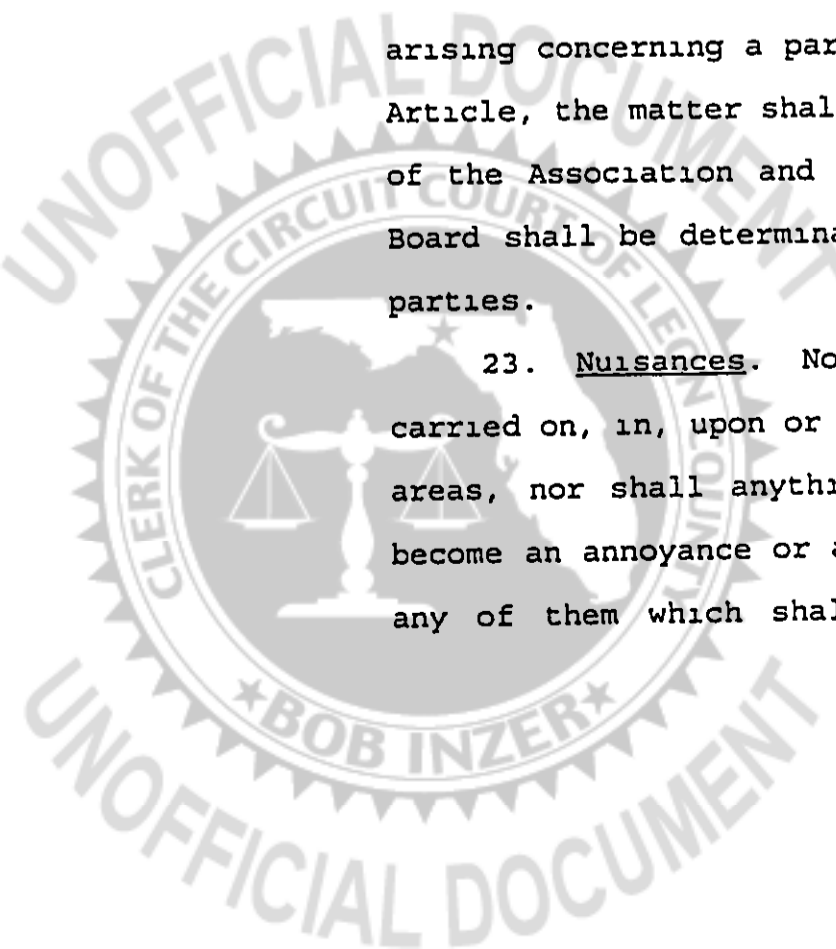
who has used the wall may restore it, and if the other owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions

(d) Weatherproofing Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements

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

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

23. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Homeowners or any of them which shall in any way interfere with the quiet



enjoyment of each of the Homeowners of his respective house or which shall in any way increase the rate of insurance for the Property.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Property at any time as a residence either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction.

25 Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant, its business successors or assigns to advertise the property or houses during the construction and sale.

26. Fences. No Homeowner may construct a fence on any portion of the Property without the prior written consent of the Board of Directors of the Association

(a) No fence shall be located closer to the street than the rear of the house.

(b) No fence shall be higher than six feet high.

(c) All fences shall be "good neighbor" fences.

27 Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers All equipment for the storage or disposal of such materials shall be maintained in a clean and

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sanitary condition, and shall be kept out of the sight of neighbors and other residents in VENTANAS

28. Radio and Television Antennas. No Homeowner may construct or use and operate an external radio or television antenna without the prior written consent of the Association, except as allowed by federal law.

29. Right to Lease. The Homeowners shall have the absolute right to lease or rent their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the By-Laws and any rules and regulations of the Association

30. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part of it.

31. Regulations Reasonable regulations concerning the use of the Property (including common areas and easement areas and all other areas which the Association owns or maintains) may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all Homeowners and residents of the houses upon request.

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

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33. Vehicles, Boats, Trailers, Recreation Vehicles, Etc No boats, trailers or recreation vehicles nor inoperable vehicles may be parked or stored upon the Property.

34. Miscellaneous.

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

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

(c) No garage may be enclosed as living space as there should always be a functioning garage.

35. Limitation of Liability of Association Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the Property, the Association shall not be liable to Homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the Property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

36. Estimates of Cost of Repairs and Reconstruction Within reasonable time after casualty or loss to Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association

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shall diligently repair or replace the same unless a majority of the Homeowners vote to the contrary

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

38. Insurance and Homeowner's Obligation to Rebuild.

(a) Each Homeowner shall maintain fire and extended coverage insurance on his house and improvements in an amount equal to the maximum insurable replacement value. The Association may require the Homeowner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors or the Association shall otherwise agree.

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

39. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended only by the written consent, in a recordable form, signed by two-thirds (2/3) Homeowners.

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

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

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the Association, who may or may not be members of the Association. This right shall continue until the sooner occurrence of. (1) January 1, 2001, or (2) the Declarant has sold all of the lots in VENTANAS.

42. Termination of Responsibility of Declarant. At such time as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the Property in VENTANAS, the Declarant shall be relieved of the performance of any duty or obligation hereunder

43. Variances. Variances for minor deviations from this Declaration may be granted by Declarant at any time to Declarant or any property owner within the Property. Variances for such minor deviations, if any, are discretionary.

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

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

46. Duration. Unless sooner terminated by the unanimous vote of all lotowners and all first mortgagees of record, these covenants and restrictions shall be binding until December 31, 2039, after which date they shall be automatically extended for



successive periods of ten (10) years each unless an instrument signed by at least two-thirds (2/3) of the then lotowners has been recorded agreeing to terminate said covenants and restrictions.

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

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

Witnesses.

OLIN CONSTRUCTION COMPANY, INC.

KB Bell
Print Name: KB BELL

Olin Grantham
By: Olin Grantham, President
2600 Lucerne Drive
Tallahassee, FL 32303

Thomas M. Ferguson
Print Name: THOMAS M. FERGUSON

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 16 day of March, 1999, by Olin Grantham as President of Olin Construction Company, Inc, who is personally known to me or who has produced _____ as identification

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Monica Cherry
Print Name Monica Cherry
Notary Public
State of Florida at Large
My Commission Expires. 6/18/2002



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Witnesses:

THE QUICK BUILDER, INC.

KB Beck
Print Name: KB Beck

Thomas E Quick
By: Thomas E Quick, President
2700 Hadley Road
Tallahassee, FL 32308

Oliver Grantham
Print Name: Oliver Grantham

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 19
day of March, 1999, by Thomas E Quick as
President of The Quick Builder, Inc., who is personally known to me
or who has produced _____
as identification.

M Cherry
Print Name Monica Cherry
Notary Public
State of Florida at Large
My Commission Expires. 6/18/2002

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BK: R2253 PG: 00271

DOCUMENT PREPARED BY:
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2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

THIS DOCUMENT PREPARED BY:
MARTIN S. FRIEDMAN, ESQ.
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TALLAHASSEE, FLORIDA 32301

EXHIBIT "A"

VENTANAS SUBDIVISION

That parcel of land described in the instrument recorded in Official Records Book 1984, Page 2132 of the Public Records of Leon County, Florida, more particularly described as follows

COMMENCE at a nail and disk marked "LB 3524" accepted as the northeast corner of Section 24, Township 1 North, Range 1 West, Leon County, Florida and run thence South 89 degrees 15 minutes 22 seconds West 65 47 feet to a 4" diameter terra cotta monument marking the southeast corner of Heritage Woods, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 8 of the Official Records of Leon County, Florida; thence run South 89 degrees 15 minutes 22 seconds West 1679.21 feet to a 4"x4" concrete monument (no number), thence run south 00 degrees 22 minutes 43 seconds West 503.31 feet to a 5/8" iron rod with cap marked "LB 6246" marking the northwest corner of said parcel described in the instrument recorded in Official Records Book 1984, Page 2132 and the POINT OF BEGINNING.

From said POINT OF BEGINNING run thence easterly and southeasterly along the southerly right of way of Delta Boulevard (38 foot right of way Official Records Book 1303, Page 1413) as follows South 89 degrees 36 minutes 39 seconds East 105.62 feet to a 5/8" iron rod with cap marked "LB 6246" and a point of curve to the right; thence along said curve with a radius of 235 09 feet, through a central angle of 61 degrees 28 minutes 18 seconds, for an arc distance of 252 22 feet (the chord of said arc bears South 58 degrees 52 minutes 30 seconds East 240 30 feet), thence run South 28 degrees 09 minutes 18 seconds East 49.73 feet to a point of curve to the left, thence along said curve with a radius of 799 26 feet, through a central angle of 24 degrees 23 minutes 11 seconds, for an arc distance of 340 18 feet (the chord of said arc bears South 40 degrees 11 minutes 32 seconds East 337 62 feet) to a 5/8" iron rod with cap marked "LB 6246; thence leaving said right of way, run southwesterly and westerly along the southerly boundary of said parcel described in Official Records Book 1984, Page 2132 of said public records as follows South 39 degrees 32 minutes 51 seconds West 118 31 feet to a 5/8" iron rod with cap marked "LB 6246", thence run South 89 degrees 13 minutes 48 seconds West 70 51 feet to a 5/8" iron rod with cap marked "LB 6246"; thence run North 86 degrees 03 minutes 08 seconds West 123 19 feet to a 5/8" iron rod with cap marked "LB 6246", thence run South 89 degrees 19 minutes 08 seconds West 288 05 feet to a 5/8" iron rod with cap marked "LB 6246" marking the southwest corner of said parcel, thence run North 00 degrees 23 minutes 17 seconds East along the westerly boundary of said parcel, 513 29 feet to the POINT OF BEGINNING, containing 4 628 acres, more or less

Bearings based on the City of Tallahassee-Leon County Geodetic Control Point designated "TLC 1 24 IN1W, and its azimuth mark, Grid Bearing South 57 degrees 17 minutes 21 seconds West, North American Datum of 1983 (1990 adjustment)

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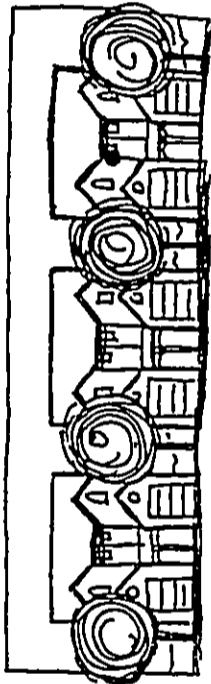
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EXHIBIT "B" MAY 18 1999 12:12 PM
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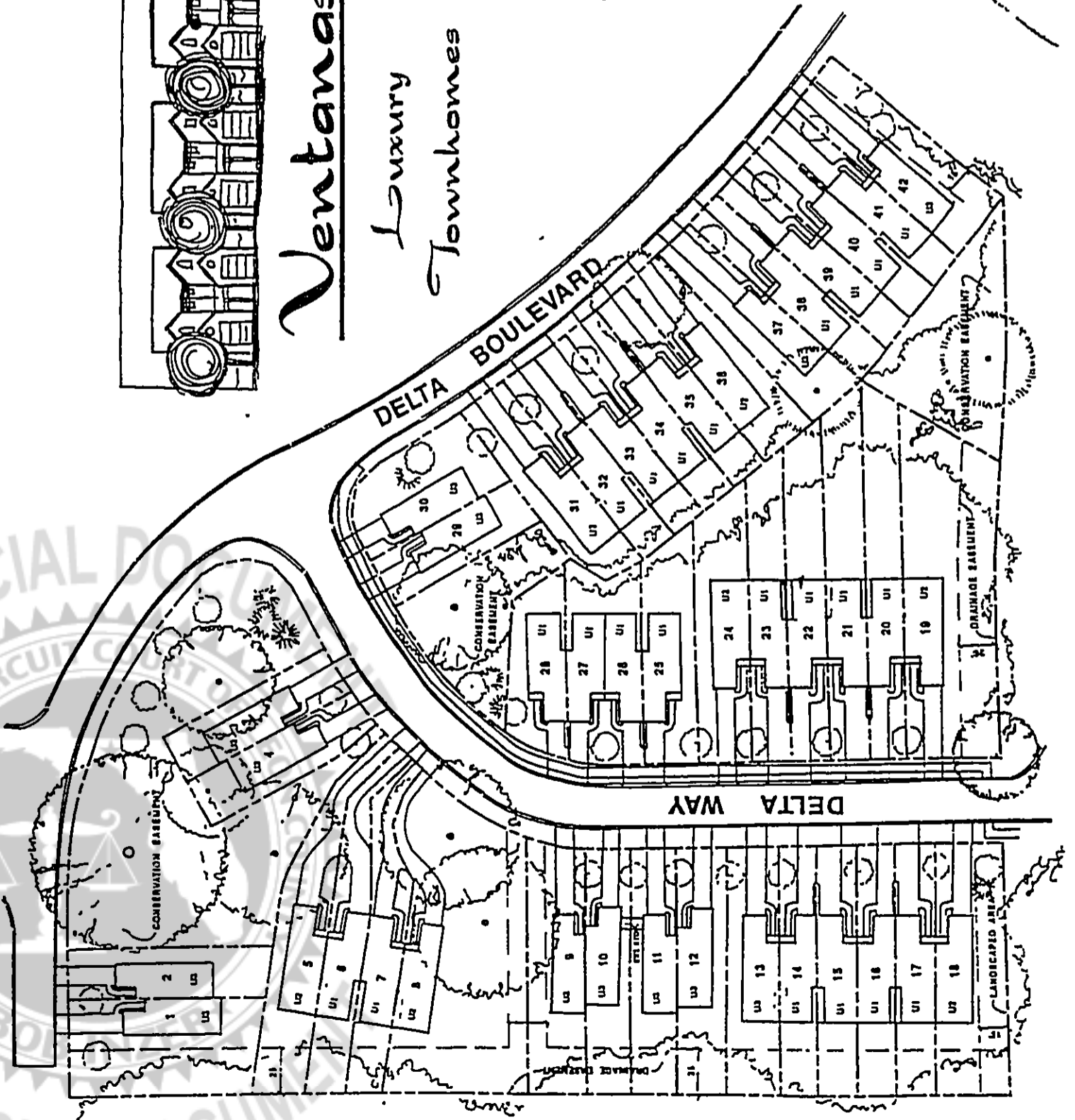
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Ventanas

Luxury

Townhomes



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