

This Document Prepared By:  
Lex C. Thompson  
6863 Proctor Road  
Tallahassee, FL 32309

## DECLARATION OF COVENANTS AND RESTRICTIONS OF TURKEY CREEK

**KNOW ALL MEN BY THESE PRESENTS**, that this Declaration of Covenants and Restrictions, made and entered into on this 18<sup>th</sup> day of August, 2003, by **LEX C. THOMPSON**, hereinafter referred to as "Developer",

### WITNESSETH

**WHEREAS**, Developer is the Owner of certain property described in Exhibit "A" of this Declaration and desires to create thereon a residential community of the said residential community; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in said residential community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and enforcing the Covenants and Restrictions and collection and disbursing the assessments and charges hereinafter created; and

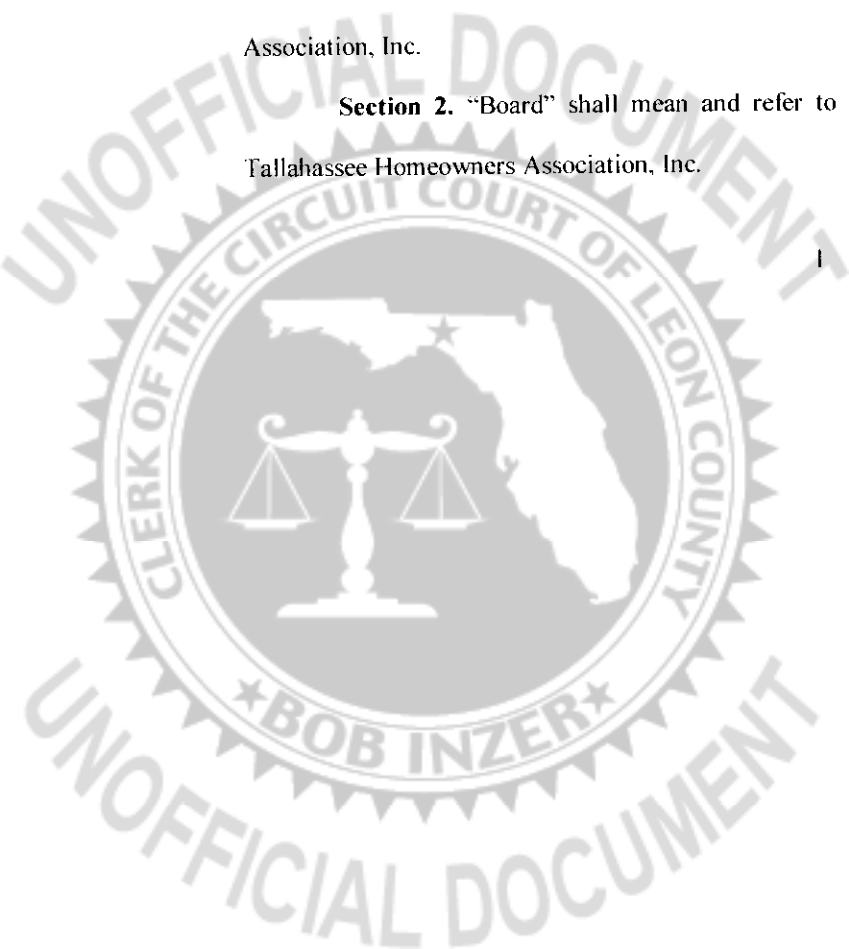
**WHEREAS**, Developer shall incorporate under the laws of the State of Florida, as a corporation, **TURKEY CREEK OF TALLAHASSEE HOMEOWNERS ASSOCIATION, INC.**, for the purpose of exercising the functions aforesaid;

**NOW, THEREFORE**, Developer hereby declares that all of the property described in Exhibit "A" is and 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 Turkey Creek Of Tallahassee Homeowners Association, Inc.

**Section 2.** "Board" shall mean and refer to the Board of Directors of the Turkey Creek Of Tallahassee Homeowners Association, Inc.



**Section 3.** "Common Properties" shall mean and refer to any roads, stormwater facilities, recreational access easements, recreational common areas, and drainage easements shown on Exhibit "A".

**Section 4.** " Developer" shall mean and refer to **LEX C. THOMPSON**, or his assigns and successors in interest.

**Section 5.** "Lot" shall mean and refer to any plot of land described in Exhibit "A."

**Section 6.** "Unoccupied Lot" shall mean vacant lot with no home on it.

**Section 7.** "Occupied Lot" shall mean any lot with a home on it that has ever been occupied by a person.

**Section 8.** "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 9.** "Owner in Good Standing" 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 10.** "The Properties" shall mean and refer to all existing properties depicted in the recorded Limited Partition drawings and legal descriptions of Turkey Creek, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

**ARTICLE II**  
**Property Subject to this Declaration**

The real property which is, and shall be held, transferred, sold conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part thereof.

Additional units may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer.



**ARTICLE III**  
**Enforcement, Membership and Voting Rights**

**Section 1. Membership.** Every Owner of a Lot, including the Developer, 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.

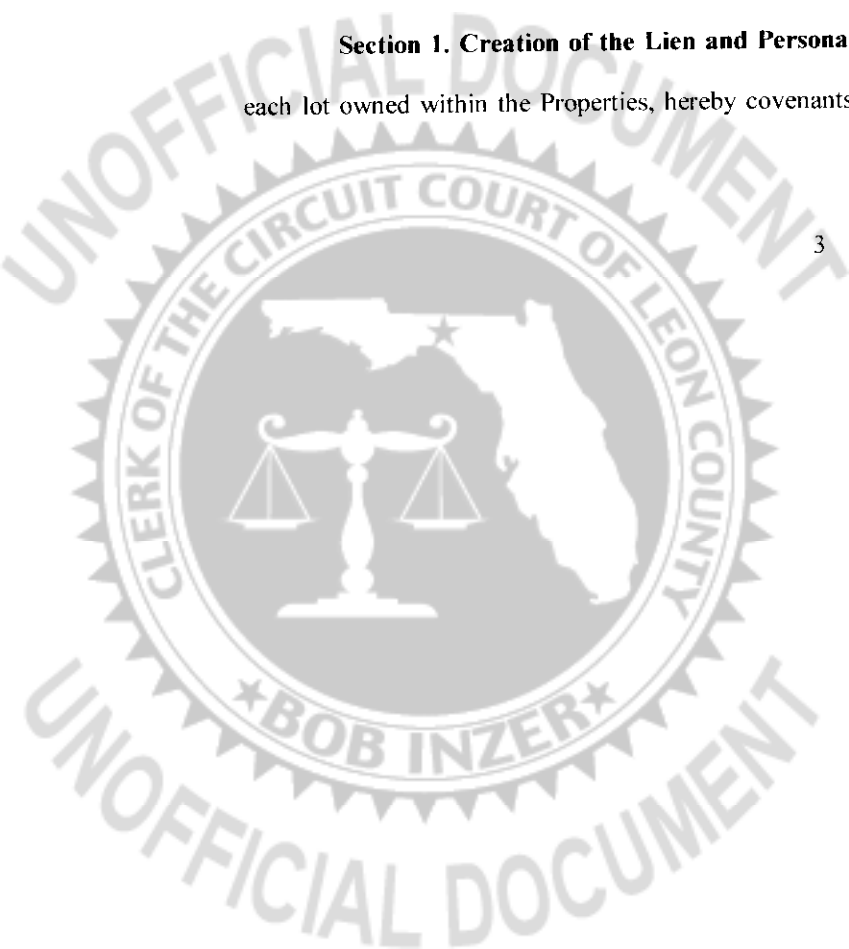
**Section 2. Voting Rights.** The Association shall have one (1) class of voting membership which shall be all Owners, including the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Section 3. Board of Directors.** The members shall be allowed to elect all directors of the Board of Directors of the Association on a one-vote-per-lot basis, and the first election shall be held before more than fifty percent(50%) of the Lots have been sold or conveyed by the Developer.

**Section 4. Enforcement.** Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein shall in no event be deemed a waiver nor the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which become owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created harmless.

**ARTICLE IV**  
**Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, 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 the following:

- (1) Annual assessments or charges.
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Special assessments against individual Owners under Article XIV of this Declaration

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

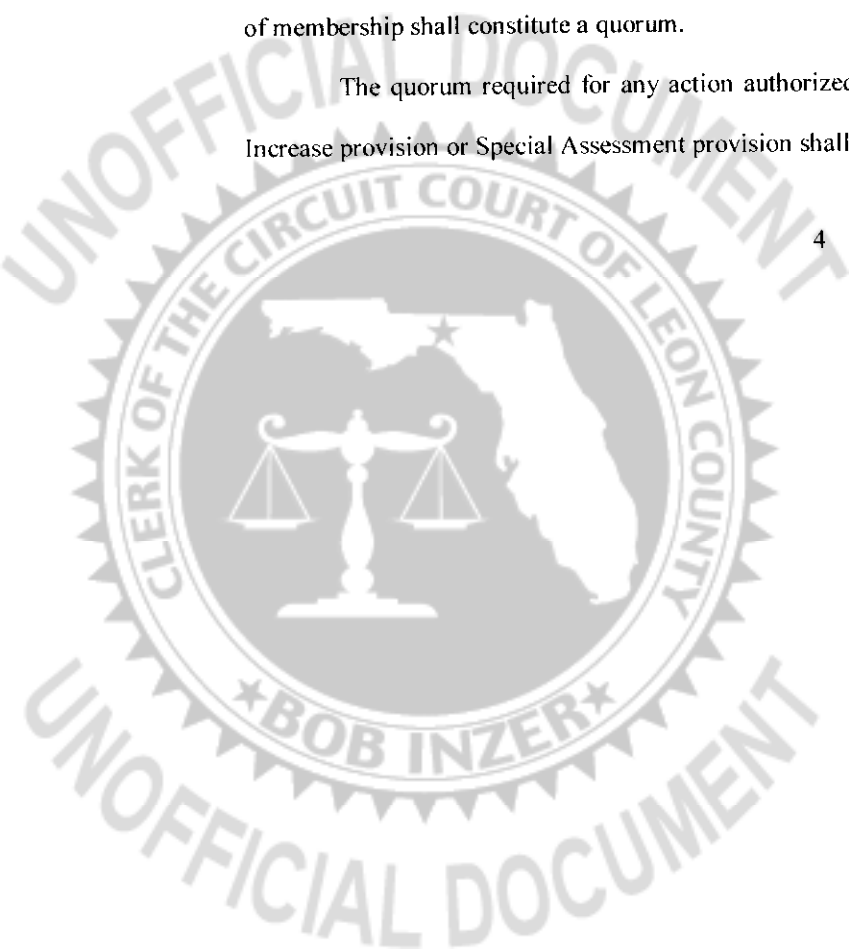
**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, which shall include but not be limited to maintenance of the Property and a reasonable contribution to a reserve account for future repairs of replacement.

**Section 3. Maximum Annual Assessment.** Until July 1 of the year immediately following the construction of the private roads and common facilities, the maximum annual assessment shall be \$350 per Lot.

From and after July 1 of the year immediately following the construction of the private roads and common facilities, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

**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 Section 3 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 members or of proxies entitled to cast one-half (1/2) of all the votes of each class of membership shall constitute a quorum.

The quorum required for any action authorized by the change in Maximum Annual Assessment Increase provision or Special Assessment provision shall be as follows:

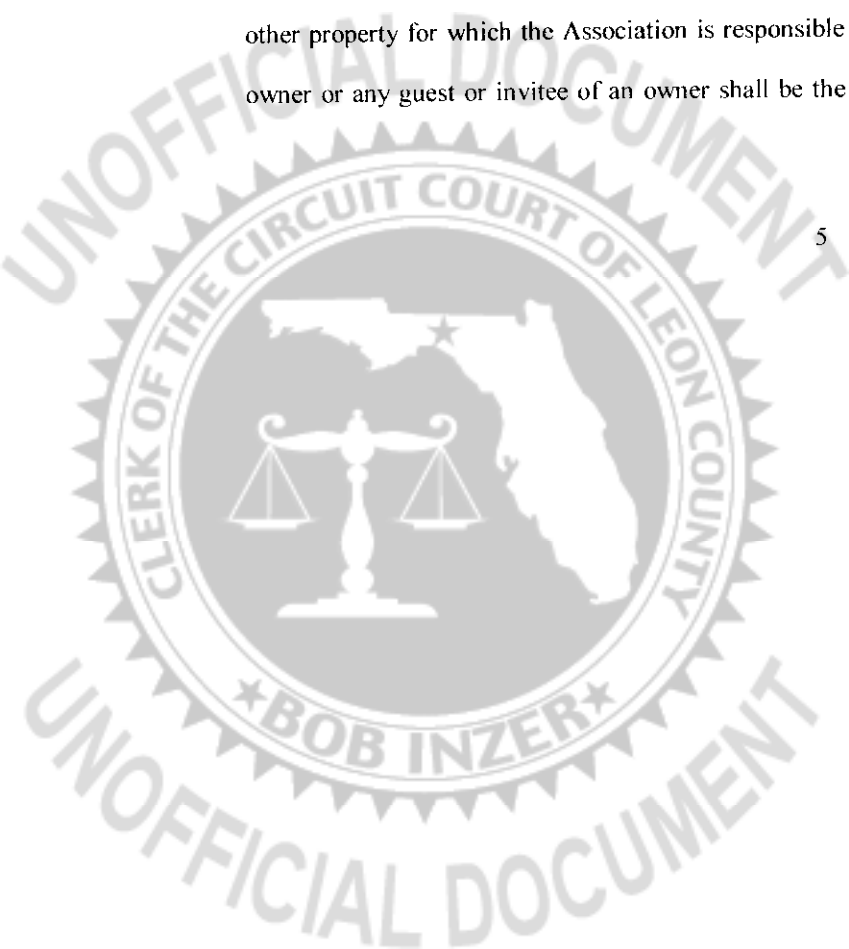


At the first meeting called, as provided in those provisions, the presence at the meeting of members, proxies, or a combination thereof entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required is not forthcoming at said meeting, another meeting may be called subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments, other than assessments under **Article XVII** of this Declaration, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association. Notwithstanding anything to the contrary contained herein, until Developer has sold or deeded away more than 50% of the Lots, Developer shall not be required to pay dues on unimproved Lots, so long as Developer funds any deficit in the cost operating the Association caused by his nonpayment. When more than 50% of the lots have been sold or deed away by the developer, Developer owned Lots will be subject to that portion of the assessment representing maintenance costs of the roads and common facilities. When more than 75% of the lots have been sold or deed away by the developer, Developer owned lots will be subject to that portion of the assessment representing the contribution to a reserve account in addition to that portion of the assessment representing the maintenance costs of the roads and common facilities.

**Section 6. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall begin within one (1) year from the construction of the private roads and common facilities, and shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs and/or replacements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be collected semi-annually, with the due date on January 1 and July 1 of each year. 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. Special Assessment for Damage Repair.** Any damage to Common Properties, or any other property for which the Association is responsible which is brought about by the negligent act of an owner or any guest or invitee of an owner shall be the responsibility of the owner. The cost of repairing



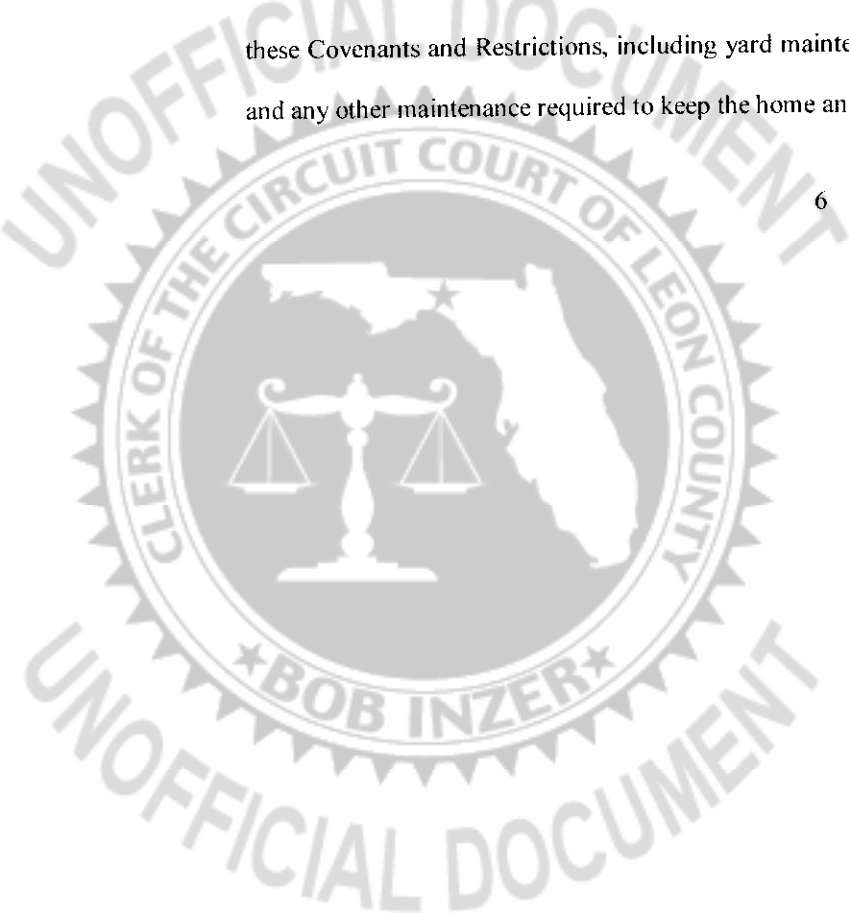
such damage shall be billed by special assessment to the owner responsible for the damage and shall be due and payable upon receipt of the bill.

**Section 8. Assessment for Willful or Negligent Acts of Owners, Family, Guests, Etc.** In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

**Section 9. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within 30 days from the date of delinquency shall bear interest at the highest rate allowable by law. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees, and costs, and may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by abandonment of his Lot.

**Section 10. Subordination of 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, or the bona fide conveyance to a mortgage in satisfaction of a first mortgage, 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.

**Section 11. Costs for Enforcement.** Any member of the Association who fails to maintain his property consistent with these Covenants and Restrictions shall be liable to the Association for all costs reasonably incurred by the Association for the purpose of conforming such property with these Covenants and Restrictions plus a twenty-five percent (25%) service charge on the first \$100 of costs incurred by the Association and fifteen percent (15%) service charge on the balance of any such costs or expenses. Once a member locates a home on his lot he is required to maintain that lot in a reasonable manner consistent with these Covenants and Restrictions, including yard maintenance, driveway maintenance, home maintenance, and any other maintenance required to keep the home and lot in a prudent and well maintained condition.



**Section 12. Exempt Property.** All property dedicated to, and accepted by, a local public authority, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida, shall be exempt from the assessments created herein.

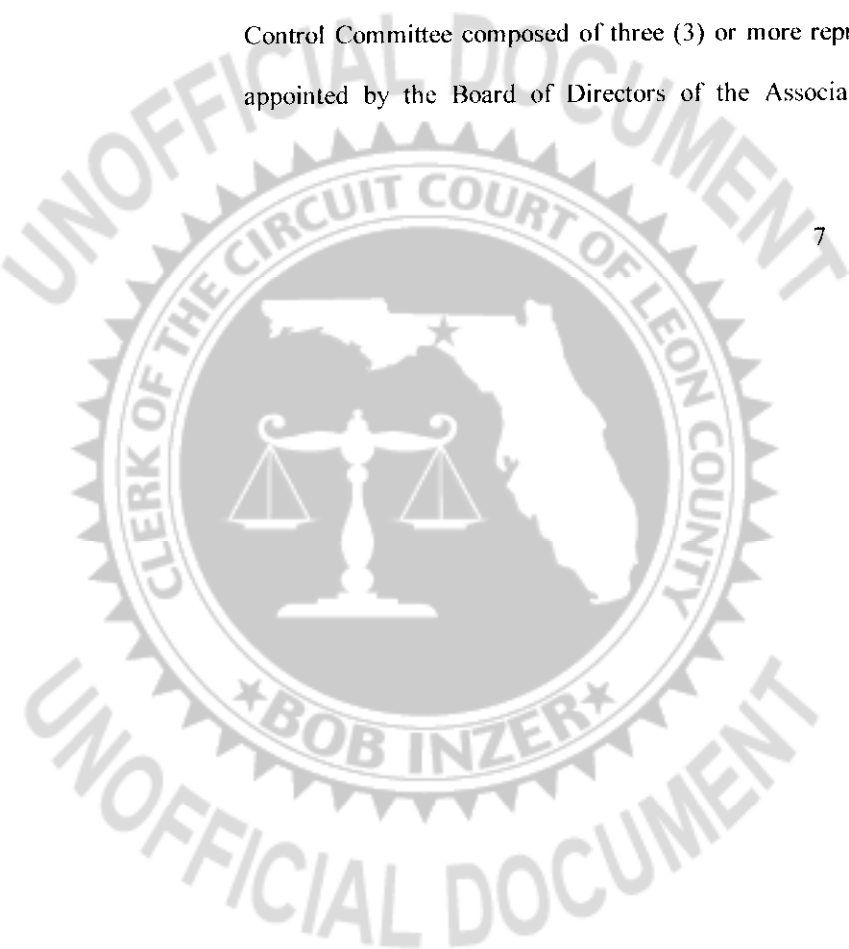
## **ARTICLE V Easements and Dedication**

**Section 1. Roadway, Utility, and Drainage Easements.** The Developer hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Developer, the Association, the Owners, their Grantees, heirs, and successors in interest for the ingress and egress, utility, drainage, and landscape purposes as depicted on Exhibit "A". Developer shall grant easements to said streets, facilities and other Common Properties to the Association.

**Section 2. Maintenance and Interference.** Each easement provided for herein shall be maintained by the Association until such time as upon two-thirds (2/3) vote of two-thirds (2/3) of the owners of property abutting such easement or encumbered by such easement, such easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties, unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

## **ARTICLE VI Architectural Control**

No building, fence, wall, outbuilding, or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be mad to the landscaping of a Parcel, until the plans and specification 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 or external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Control Committee), 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 desires 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. The initial Architectural Committee shall be comprised of Lex C. Thompson, Carol Anne Thompson, and Cassandra Harbin, who shall serve until all Parcels are sold and transferred by the Declarant. In the event any of the initial members resign or become unable or unwilling to serve prior to the sale, conveyance and improvement to all Parcels, the Declarant shall have the right to appoint the replacement to the Architectural Committee. Thereafter, all members shall be appointed by and 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 specification to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

The purpose of this Article in providing the Architectural Control Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Parcels is to maintain the value of all Parcels and to protect all Parcel Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the





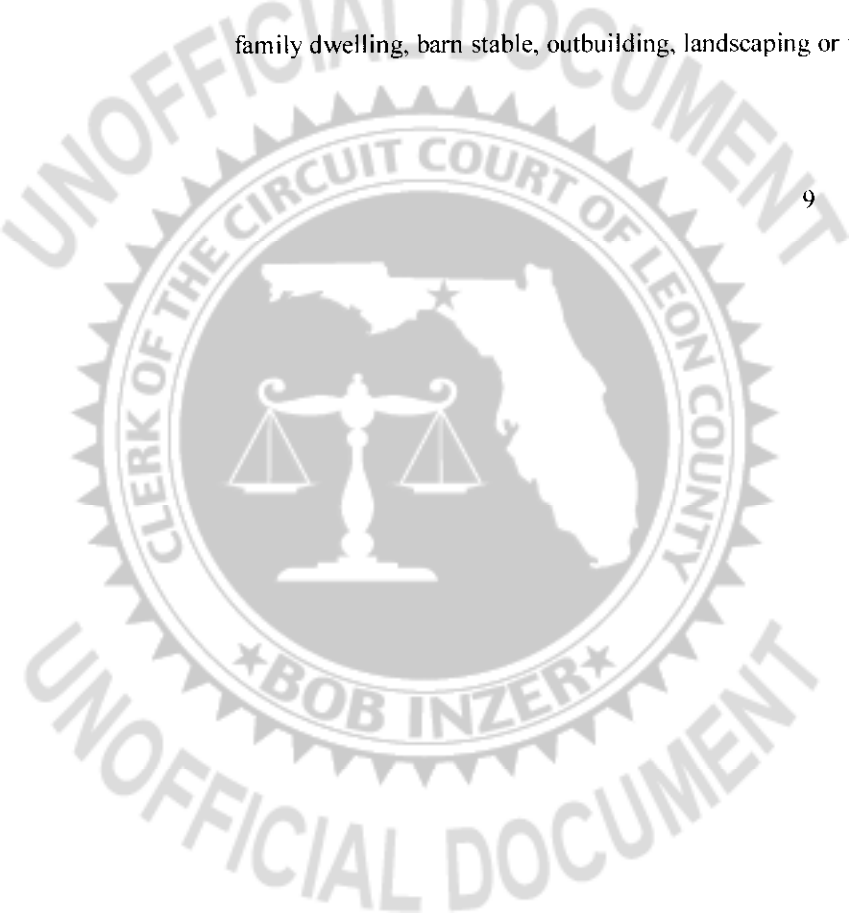
Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Parcels.
- (2) General quality in comparison with the existing or proposed improvements to be made.
- (3) Location in relation of surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Parcel, prior to construction, standards and requirements relating to excavations, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, the color and composition of roofing materials, the color and composition of brick or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Parcel to Parcel and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

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

No Parcel shall be used except for single family residential and/or agricultural/farm-related purposes and such other purposes set forth in this Declaration. No mobile home will be permitted either temporarily or permanently upon any of the Properties described in attached Exhibit "A". The heated and cooled square footage of any home shall not be less than two thousand (2000) square feet, and for two story homes, no less than fifteen hundred (1500) square feet on the first floor as viewed from the front. No single family dwelling, barn stable, outbuilding, landscaping or improvement of any type shall be erected, altered,



installed placed or permitted to remain on any Parcel other than such structures as may be approved by the Architectural Committee.

**ARTICLE VIII  
Subdivision of Parcel**

No property owner may subdivide or partition any parcel or lot.

**ARTICLE IX  
Building, Garages, Driveway and Fence Location**

In the absence of a written variance by the Architectural Control Committee, no building shall be located on any Parcel: nearer than fifty (50) feet to the front Parcel line; nearer than fifty (50) feet to the rear Parcel line; or nearer than fifty (50) feet to a side-interior Parcel line. For the purposes of this Article IX, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than ten (10) feet to an interior Parcel line except a back-up turn-around pad may be located as near as five (5) feet to a Parcel line. No fence shall be located on the property until its location and the type of materials have been approved by the Architectural Committee. The Board of Directors of the Association or an Architectural Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article. Every dwelling is required to have a two car garage. Garage doors cannot open to the street side.

**ARTICLE X  
Nuisances**

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

**ARTICLE XI  
Signs**



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

**ARTICLE XII  
Boats, Trailers, Recreational Vehicles and Activities**

No boat, trailer, motorcycles, motor homes, campers, vans, planes or recreational vehicle may be on any roadway or on any Parcel except within an enclosed structure without the approval of the Architectural Committee. The pursuit of hobbies or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed area.

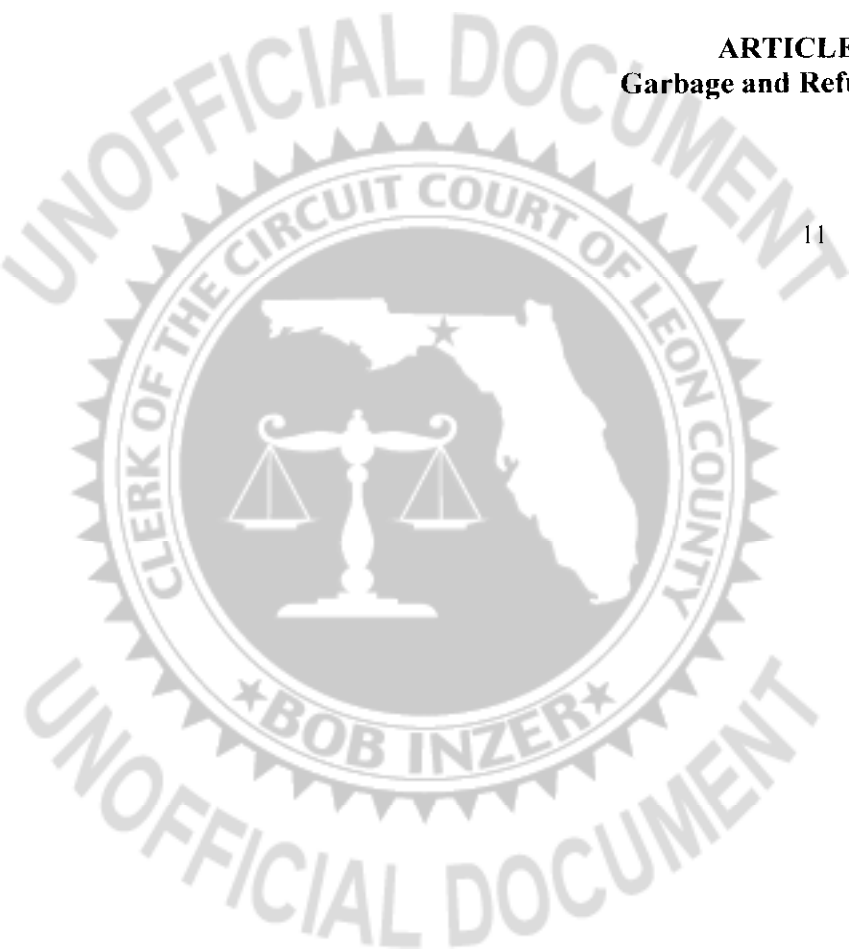
**ARTICLE XIII  
Pets, Livestock and Poultry**

Dogs and cats are permitted but must be confined to the owners of the property. Kennels and commercial livestock operations are forbidden. Swine or commercial livestock are not permitted. An owner may not keep more than one horse per acre owned at any time, other than the foal of one of the horses, which shall be permitted until it reaches the age of one year. An owner may not keep more than one farm animal per two acres owned at any time.

**ARTICLE XIV  
Mail Boxes**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location, and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or the Architectural Control Committee.

**ARTICLE XV  
Garbage and Refuse Disposal**



All equipment and receptacles for the storage or disposal of scraps, litter, leaves, limbs, rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition and shall not be visible from the access casement except for collection.

**Article XVI  
Environmental Issues**

**Section 1. Special Environmental Provisions and Restrictions**

(a) The creek that runs between lots 1 - 6 and lots 7 - 12 has been named Turkey Creek. The area 50 feet on either side of Turkey Creek has been designated a Conservation and Wildlife area. There shall be no ground disturbance or mechanical clearing of this area. Hand removal of underbrush less than 2 inches in diameter is allowed. Residents are encouraged to use this area for bird houses and wildlife feeders.

(b) The Conservation Easements shall run with the land and be binding upon all owners of property within Turkey Creek. The Association shall have the power and authority to ensure that individual lot owners comply with the regulations cited above and with the terms and conditions of the Conservation Easement document. Failure to comply may necessitate appropriate legal actions be taken by the Association so as to enforce compliance and/or to seek any restitution necessary to mitigate damages arising from an individual's failure to abide by these provisions.

**Section 2. Maintenance of Conservation Easement Areas**

(a) Maintenance of the conservation easement areas shall be the responsibility of the individual lot owner upon whose property a given conservation easement area or portion thereof is located. An individual lot owner will only be responsible for the maintenance of that portion of each conservation easement area located on the lot owner's property.

(b) Individual lot owners whose property contains a Conservation Easement area or portion thereof recognize that the responsibilities of the Association entitles the Association or their authorized agents to enter said areas in a reasonable manner and at reasonable times to inspect these areas, to perform necessary maintenance activities, and to ensure compliance with the conditions of the easement.



## **Article XVII**

### **General Provisions**

**Section 1. Enforcement.** 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.

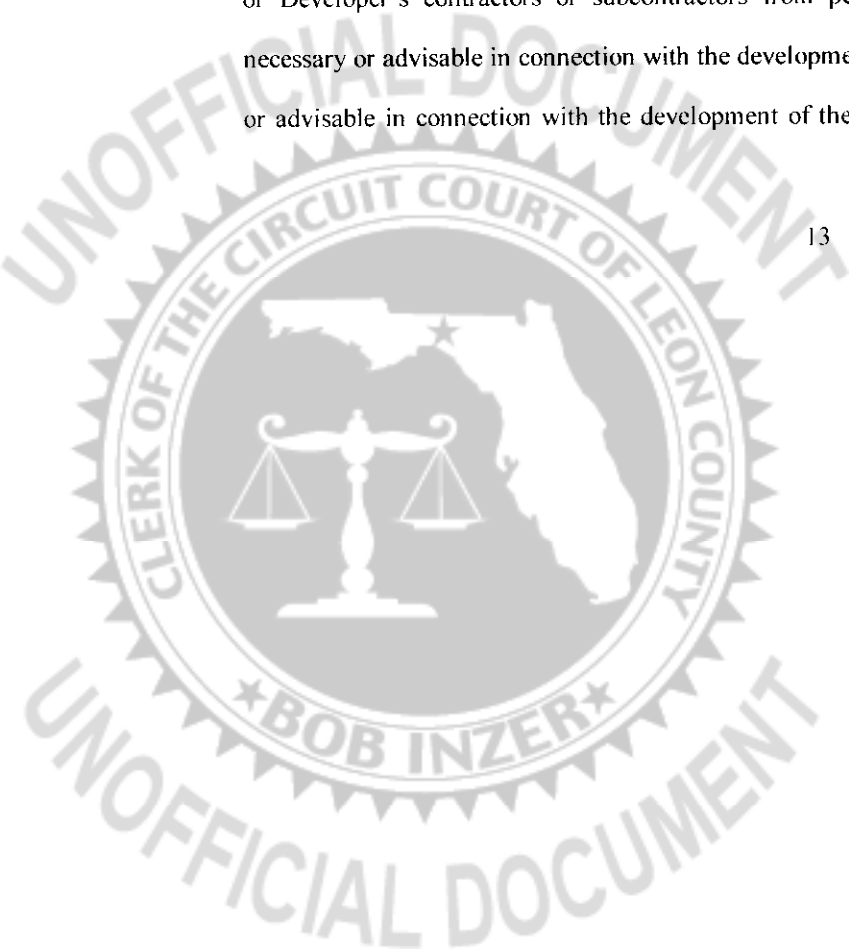
**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

**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 by an instrument signed eighty (80) percent of all of the property owners. Any amendment must be recorded.

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

**Section 5. Enforcement and Attorney's Fees.** The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges, and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorney's fees. Without limiting the generality of the foregoing, the prevailing party in any litigation, including, but not limited to, requiring the Association to perform its obligations in regard to annual assessments, maintaining or repairing of streets, or requiring the Developer to incorporate the Association or to perform any other action or obligation imposed on the Developer pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**Section 6. Development by Developer.** No provisions contained herein shall prevent Developer, or Developer's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties as Developer deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way



prevent the Developer from maintaining such sign or signs on the Properties as Developer deems necessary or desirable for the sale or other disposition thereof nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office, including the use of the garage as a sales office thereby rendering the garage non-functional. However, neither the Developer, nor the Developer's Contractors or Subcontractors are exempt from abiding by the conditions of Article XVI, the conditions of the Conservation Easement, and the conditions of any permits issued by Leon County.

**Section 7. Developer's Easements.** The Developer reserves unto itself its successors, heirs, and assigns a perpetual alienable and releasable easement over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, drainage pipes, sewers, water mains, and other public conveyances or utilities on, in or over all the easements, reserved on Exhibit "A", together with the right of ingress and egress to and from the lands affected by such easements.

**Section 8. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. Prior to the time any individual lot is sold to a residential purchaser, these Covenants and Restrictions may be modified at will by the Developer or his successors in ownership of the entire development. Any amendment of the provisions set forth in this Declaration to meet the requirements of Leon County Code of Laws Section 10-1560.1 (a) through (n) shall require the written consent and joinder of Leon County, or a successor local government, which consent and joinder may be given by the County Attorney provided the minimum requirements are complied with, unless and until the requirement of such consent and joinder has been eliminated by a duly elected ordinance of Leon County or a successor Local government. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein, unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.



IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this Declaration to be executed this 18<sup>th</sup> day of August 2003.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

B. Heideman  
Printed Name

[Signature]  
Witness Signature

Kimberly H. Newton  
Printed Name

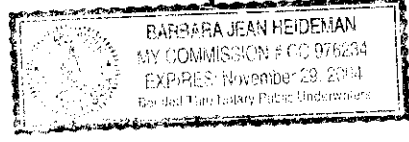
[Signature]  
LEX C. THOMPSON

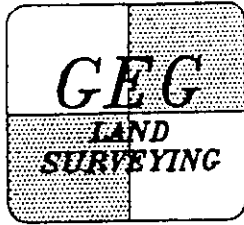
STATE OF FLORIDA  
COUNTY OF LEON

Before me; the undersigned notary public, personally appeared LEX C. THOMPSON who is personally known to me/produced \_\_\_\_\_ as identification, who did/did not take an oath, who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein intended.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of August, 2003.

[Signature]  
NOTARY PUBLIC






GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

1624-A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 1**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1568.97 feet to a concrete monument LS#3562; thence run South 89 degree 44 minutes 37 seconds West 318.07 feet to a concrete monument; thence run South 89 degrees 44 minutes 53 seconds West 678.08 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue South 89 degrees 44 minutes 53 seconds West 427.69 feet to the Northeast corner of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 292.98 feet; thence run East 359.79 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 330 feet, more or less, to the **POINT OF BEGINNING**, containing 2.68 acres, more or less.

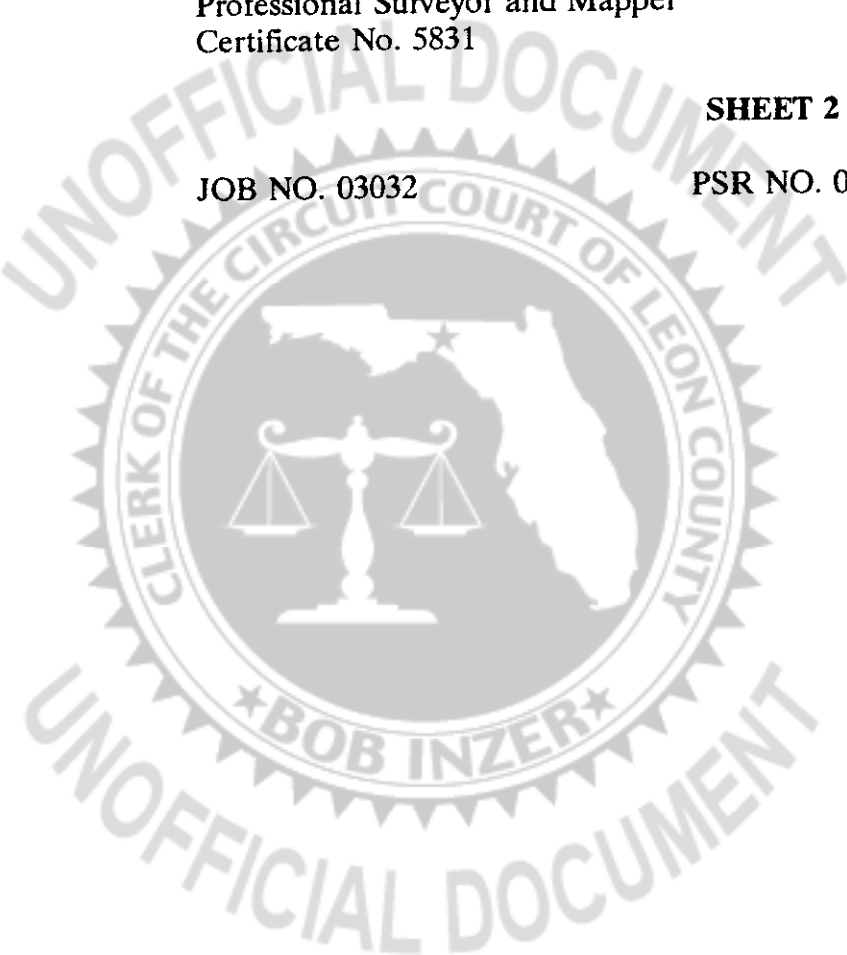
  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 2 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03








GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

1624-A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 2**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1269.71 feet; thence run West 1063.34 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue West 359.79 feet to a point lying on the Easterly boundary of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 235.51 feet; thence run East 403.92 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 266 feet, more or less, to the **POINT OF BEGINNING**, containing 2.07 acres, more or less.

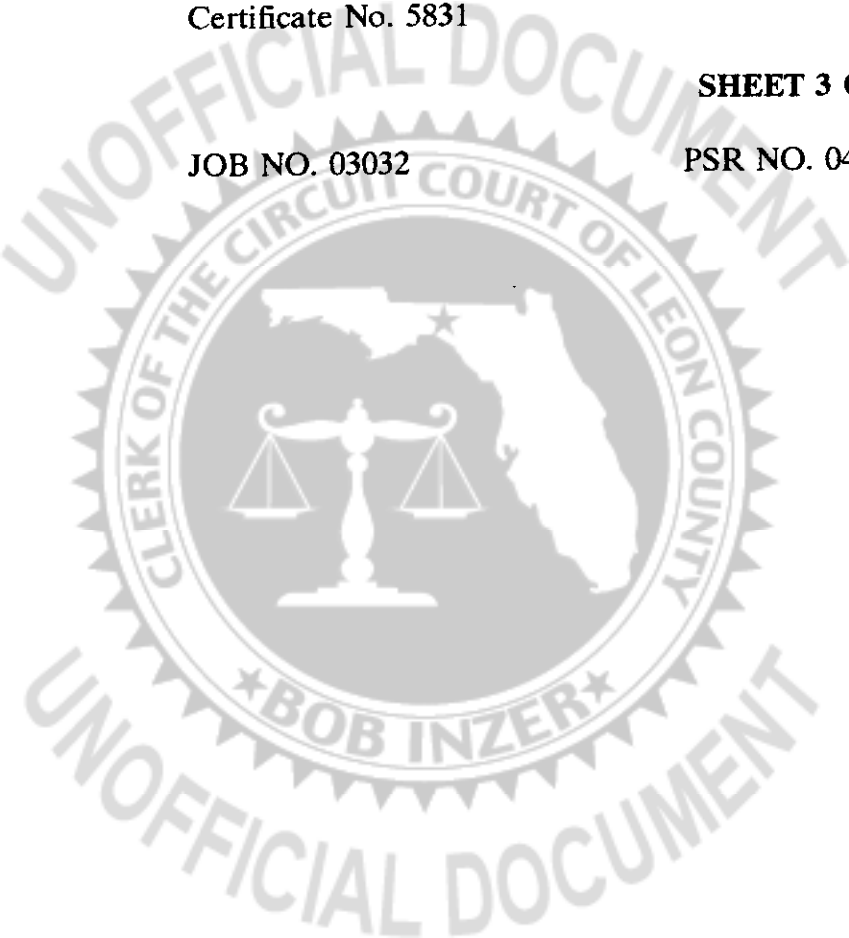
  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

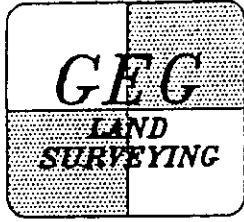
SHEET 3 OF 21

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

1624-A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 3**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1034.21 feet; thence run West 1018.62 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue West 403.92 feet to a point lying on the Easterly boundary of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 235.51 feet; thence run East 444.90 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 247 feet, more or less, to the **POINT OF BEGINNING**, containing 2.21 acres, more or less.



*GEG 5/27/03*

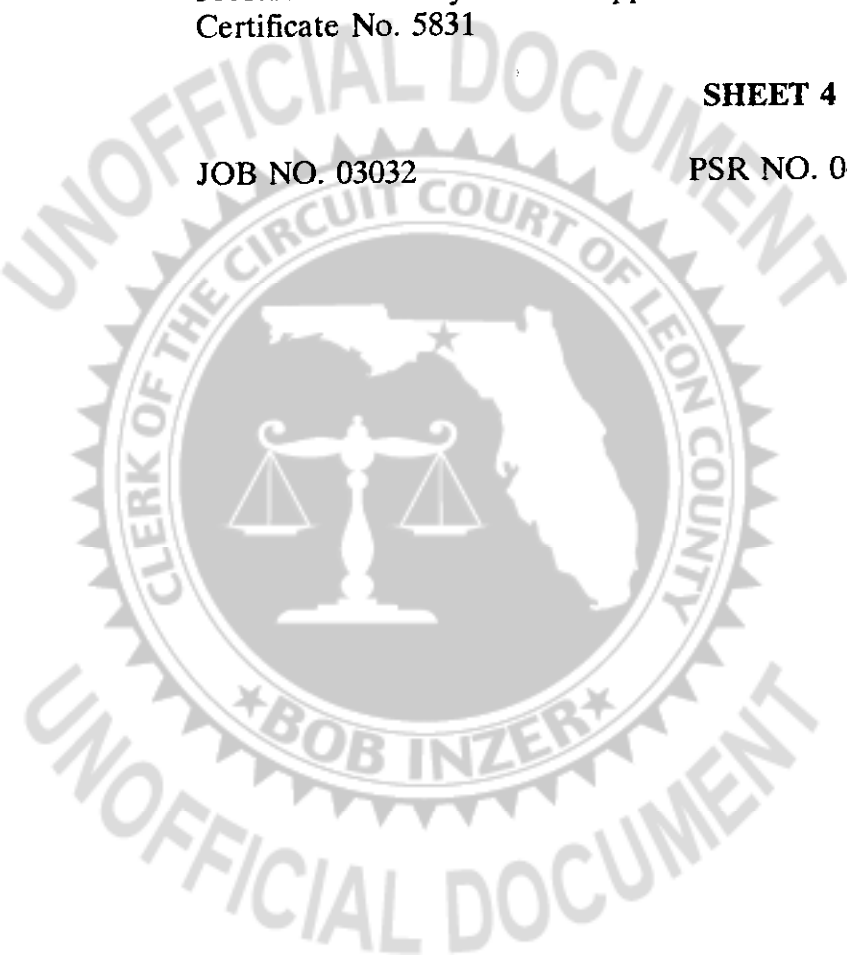
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

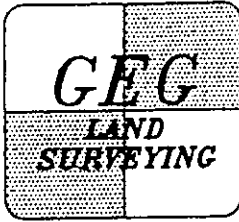
**SHEET 4 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03






**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

1624--A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 4**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 798.71 feet; thence run West 977.07 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue West 444.90 feet to a point lying on the Easterly boundary of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 235.51 feet; thence run East 447.36 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 252 feet, more or less, to the **POINT OF BEGINNING**, containing 2.39 acres, more or less.

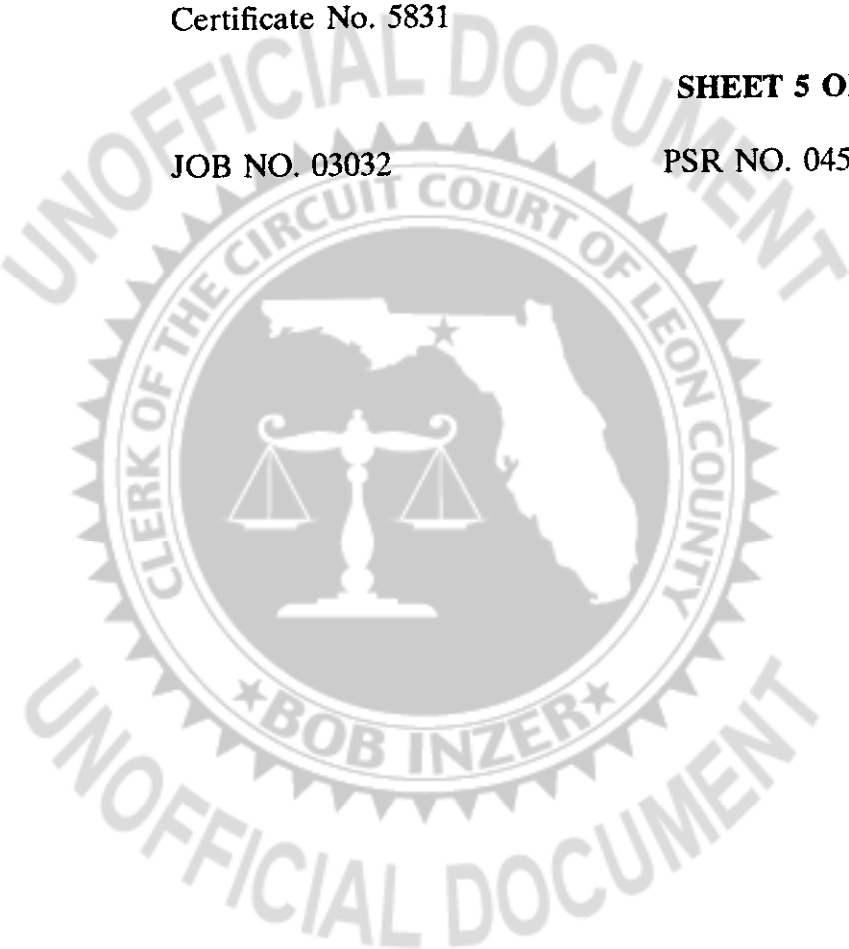
  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

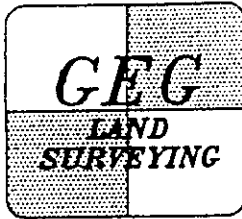
**SHEET 5 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



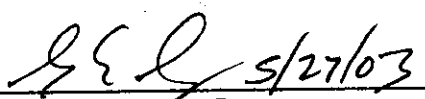


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1624-A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 5**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 563.20 feet; thence run West 974.02 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue West 447.36 feet to a point lying on the Easterly boundary of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 235.51 feet; thence run East 545.14 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 261 feet, more or less, to the **POINT OF BEGINNING**, containing 2.62 acres, more or less.

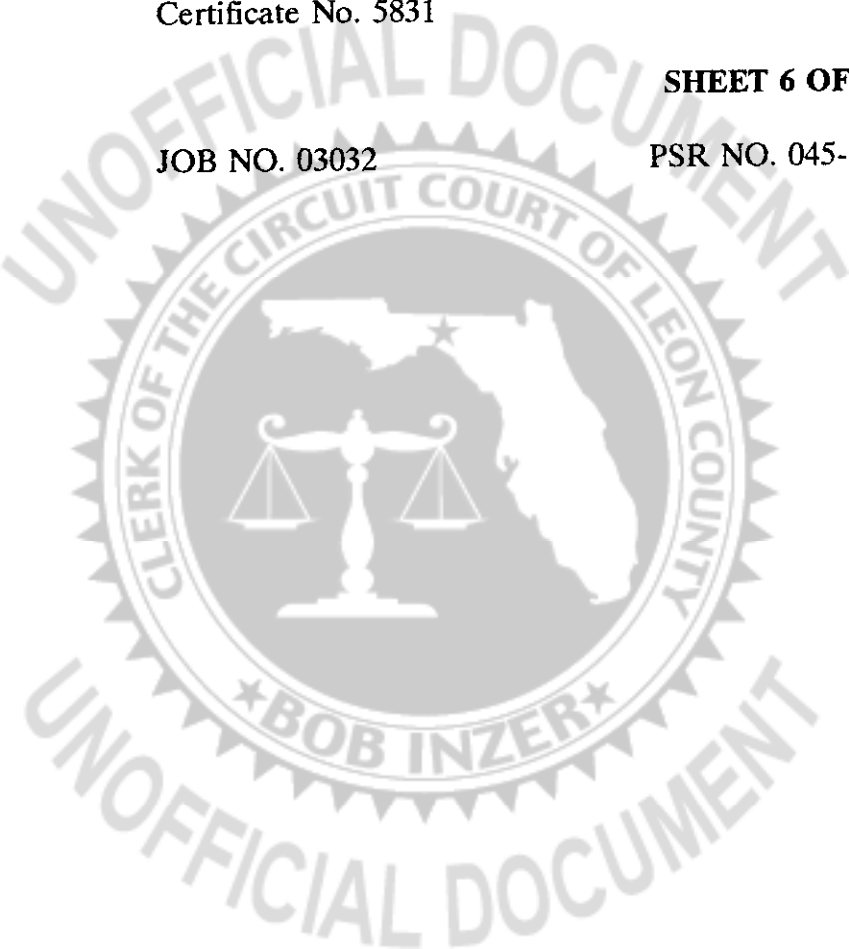
  
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**SHEET 6 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



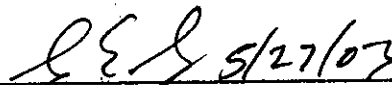


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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 6**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 327.70 feet; thence run West 875.66 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue West 545.14 feet to a point lying on the Easterly boundary of lands described as parcel eight and recorded in Official Records Book 2712 at page 1755 of the Public Records of Leon County, Florida; thence run South 00 degrees 23 minutes 16 seconds East along the East boundary of said lands a distance of 263.77 feet to a point lying on the Northerly right of way boundary of State Road No. 12 (100 foot right of way), said point also lying on a curve concave Southerly; thence along said right of way boundary and along said curve with a radius of 2914.94 feet, through a central angle of 04 degrees 03 minutes 41 seconds for an arc distance of 206.63 feet (the chord of said arc being South 82 degrees 38 minutes 46 seconds East 206.58 feet); thence run South 80 degrees 36 minutes 55 seconds East along said right of way boundary a distance of 521.15 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 481 feet, more or less, to the **POINT OF BEGINNING**, containing 4.22 acres, more or less.

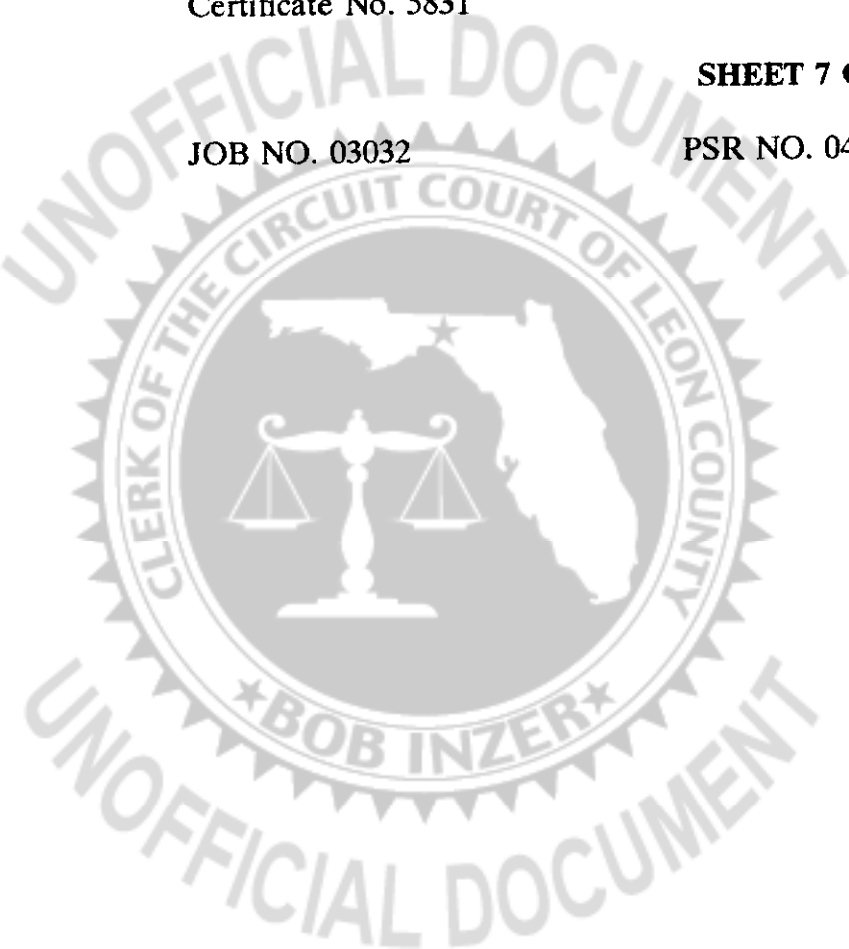
  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

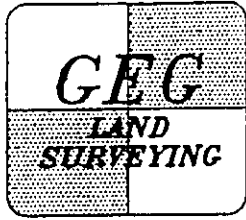
**SHEET 7 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03






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SURVEYING AND MAPPING

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 7**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 327.70 feet; thence run West 875.66 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run East 441.14 feet; thence run South 05 degrees 14 minutes 05 seconds East 442.98 feet to a point lying on the Northerly right of way boundary of State Road No. 12 (100 foot right of way), said point also lying on a curve concave Southerly; thence along said right of way boundary and along said curve with a radius of 1687.25 feet, through a central angle of 07 degrees 41 minutes 45 seconds for an arc distance of 226.63 feet (the chord of said arc being North 76 degrees 46 minutes 02 seconds West 226.46 feet); thence run North 80 degrees 36 minutes 55 seconds West along said right of way boundary a distance of 86.56 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 481 feet, more or less, to the **POINT OF BEGINNING**, containing 3.64 acres, more or less.

  
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Professional Surveyor and Mapper  
Certificate No. 5831

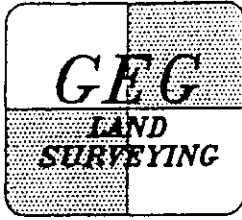
SHEET 8 OF 21

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 8**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 563.20 feet; thence run West 974.02 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run East 518.93 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run West 441.14 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 261 feet, more or less, to the **POINT OF BEGINNING**, containing 2.66 acres, more or less.

*George E. Gunn, Jr. 5/27/03*

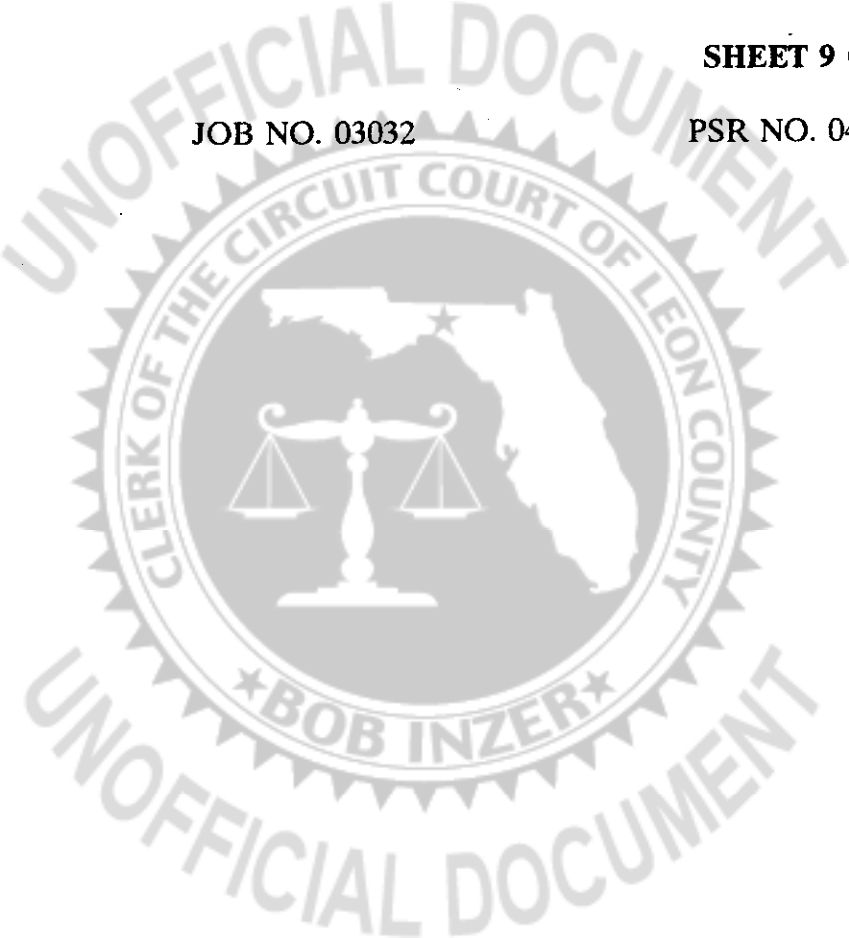
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 9 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



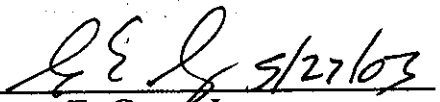


GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

1624--A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 9**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 798.71 feet; thence run West 977.07 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run East 501.41 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run West 518.93 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 252 feet, more or less, to the **POINT OF BEGINNING**, containing 2.79 acres, more or less.

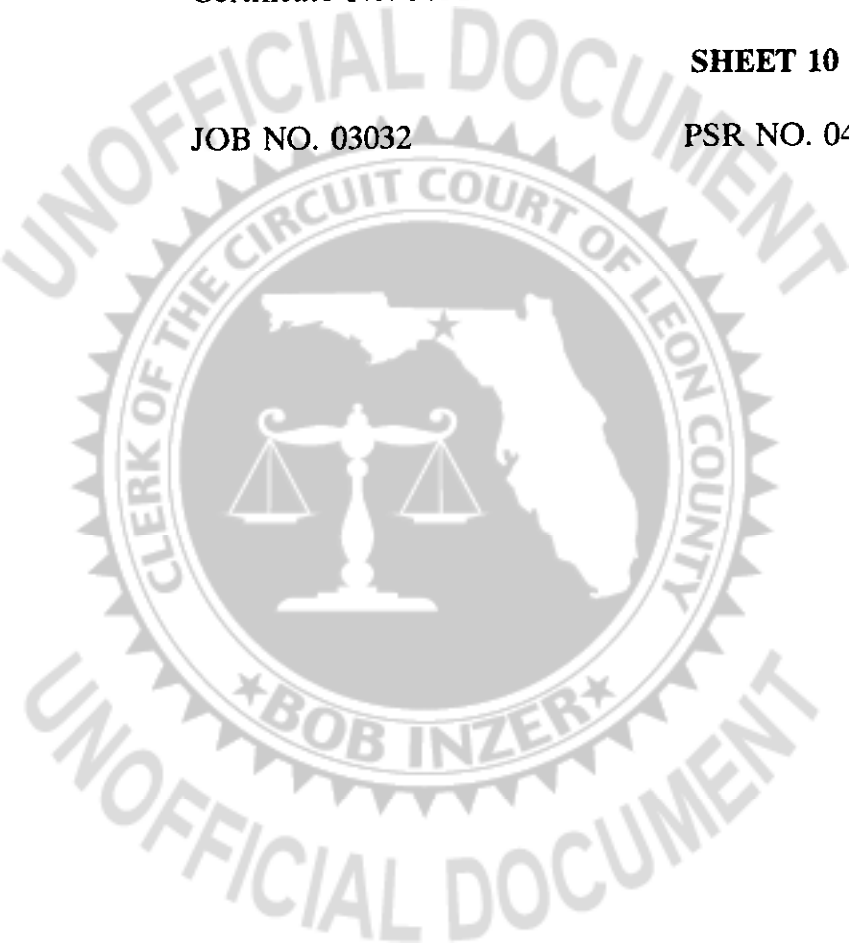
  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 10 OF 21**

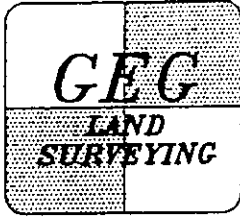
JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





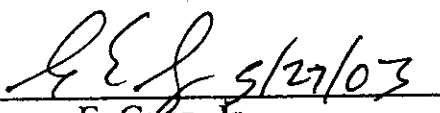


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1624-A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 10**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1034.21 feet; thence run West 1018.62 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run East 522.41 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run West 501.41 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 247 feet, more or less, to the **POINT OF BEGINNING**, containing 2.85 acres, more or less.

  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 11 OF 21**

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**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 11**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1269.71 feet; thence run West 1063.34 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run East 546.56 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run West 522.41 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 266 feet, more or less, to the **POINT OF BEGINNING**, containing 2.88 acres, more or less.

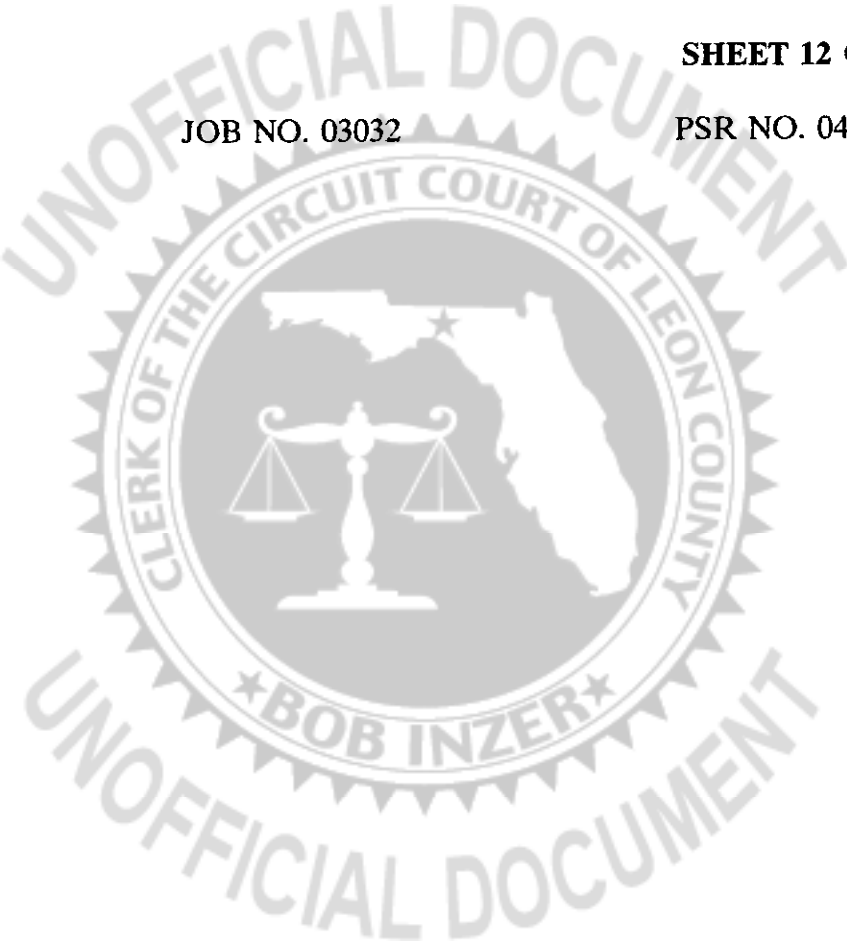
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
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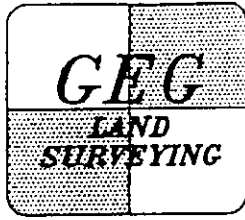
**SHEET 12 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 12**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1568.97 feet to a concrete monument LS#3562; thence run South 89 degree 44 minutes 37 seconds West 318.07 feet to a concrete monument; thence run South 89 degrees 44 minutes 53 seconds West 678.08 feet, more or less, to a point in the center of a branch for the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** run North 89 degrees 44 minutes 53 seconds East 469.07 feet; thence run South 02 degrees 14 minutes 00 seconds East 297.14 feet; thence run West 546.56 feet, more or less, to a point in the center of said branch; thence run Northerly along said center of branch 330 feet, more or less, to the **POINT OF BEGINNING**, containing 3.43 acres, more or less.

*George E. Gunn, Jr. 5/27/03*

George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

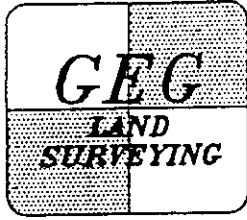
**SHEET 13 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



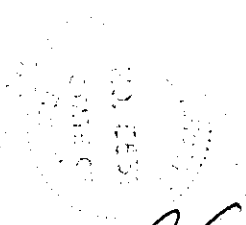


**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 13**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1269.71 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 45 seconds West 299.26 feet to a concrete monument LS#3562; thence run South 89 degree 44 minutes 37 seconds West 318.07 feet to a concrete monument; thence run South 89 degrees 44 minutes 53 seconds West 209.01 feet; thence run South 02 degrees 14 minutes 00 seconds East 297.14 feet; thence run East 516.78 feet to the POINT OF BEGINNING, containing 3.57 acres, more or less.



*George E. Gunn, Jr. 5/22/03*

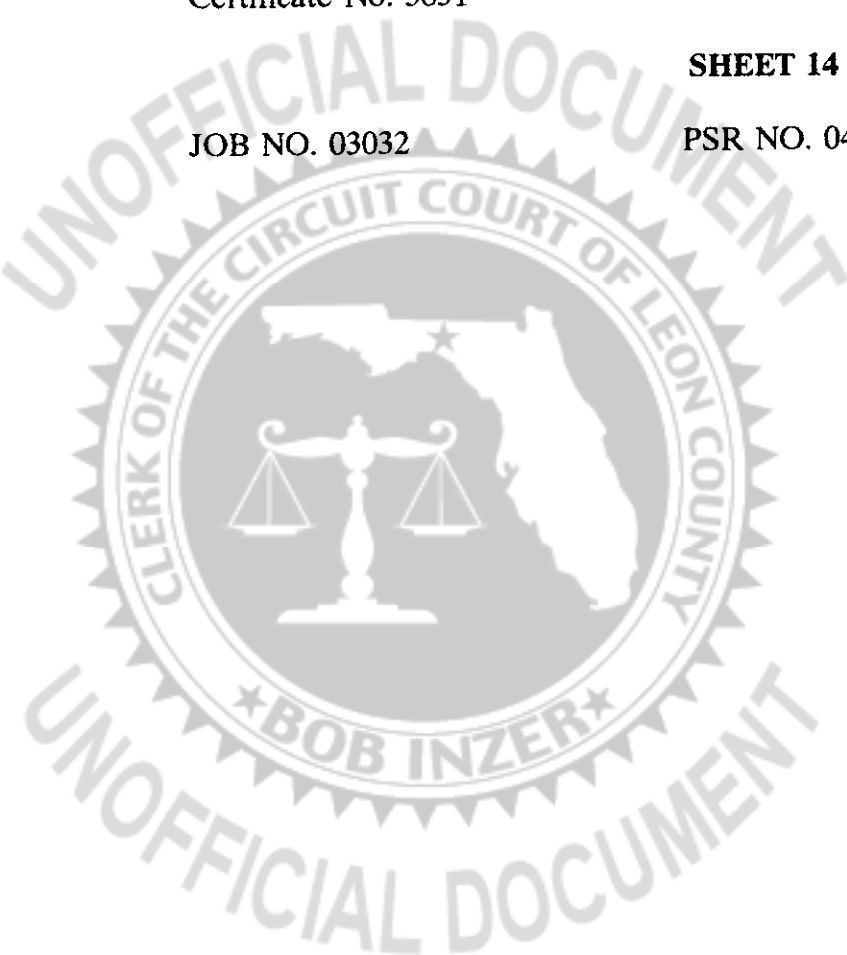
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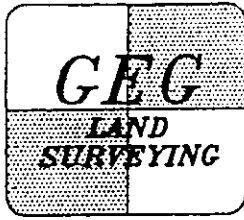
**SHEET 14 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



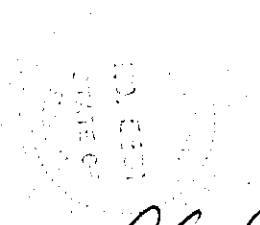


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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 14**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 1034.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 45 seconds West 235.50 feet; thence run West 516.78 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run East 496.22 feet to the POINT OF BEGINNING, containing 2.74 acres, more or less.

  
*George E. Gunn, Jr.*  
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 15 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03



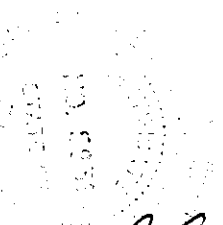



**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

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PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 15**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 798.71 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 45 seconds West 235.50 feet; thence run West 496.22 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run East 475.65 feet to the POINT OF BEGINNING, containing 2.63 acres, more or less.

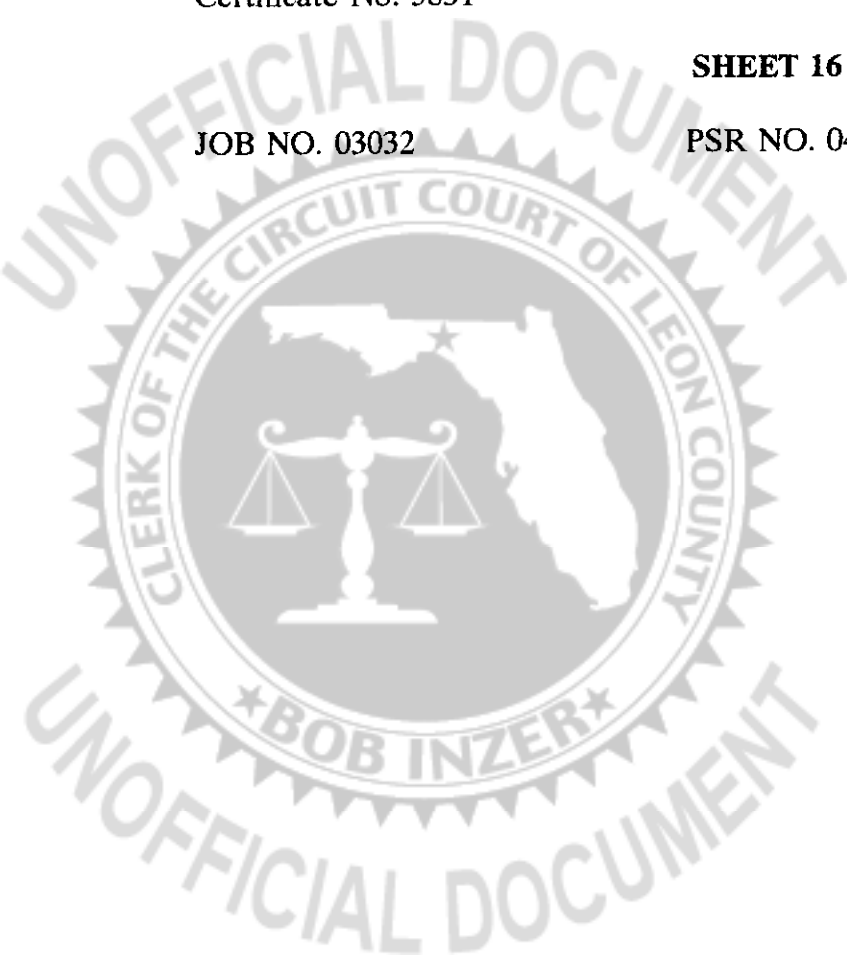
  
  
George E. Gunn, Jr.  
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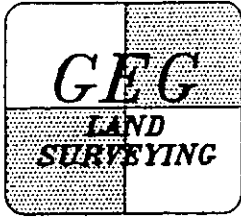
**SHEET 16 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

1624--A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 16**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 563.20 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 45 seconds West 235.50 feet; thence run West 475.65 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run East 455.09 feet to the POINT OF BEGINNING, containing 2.52 acres, more or less.

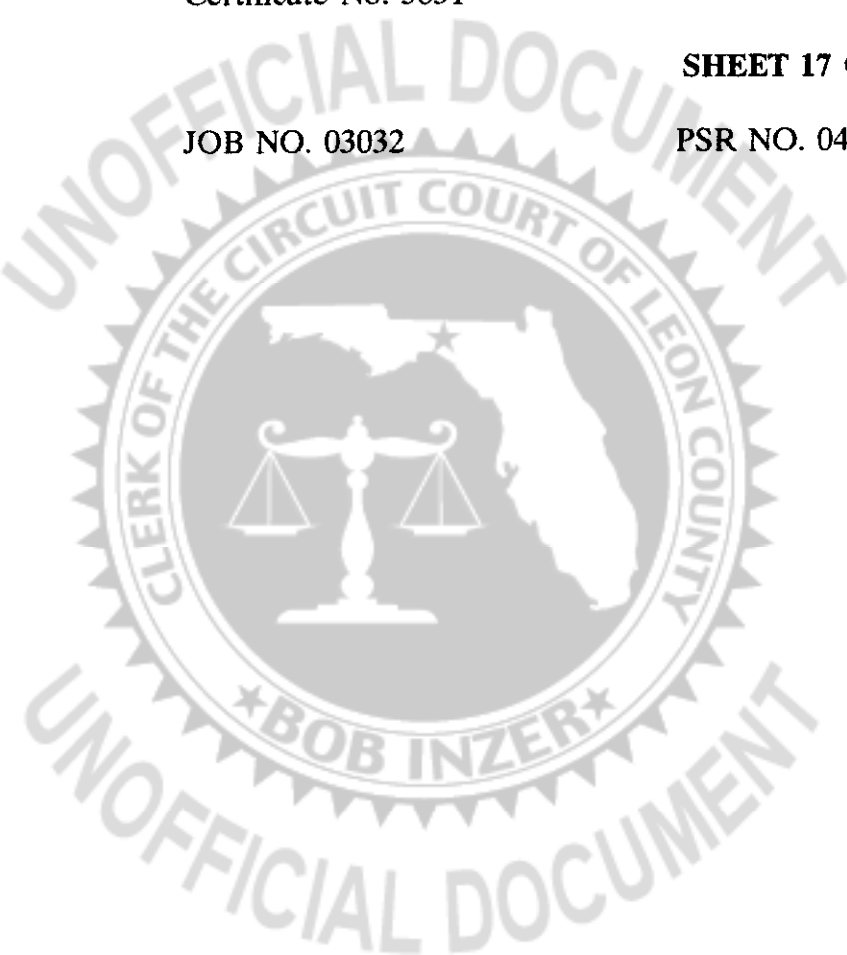
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 17 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03





**GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING**

1624--A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 17**

Commence at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 327.70 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 14 minutes 45 seconds West 235.50 feet; thence run West 455.09 feet; thence run South 05 degrees 14 minutes 05 seconds East 236.49 feet; thence run East 434.52 feet to the POINT OF BEGINNING, containing 2.40 acres, more or less.



*George E. Gunn, Jr. 5/27/03*

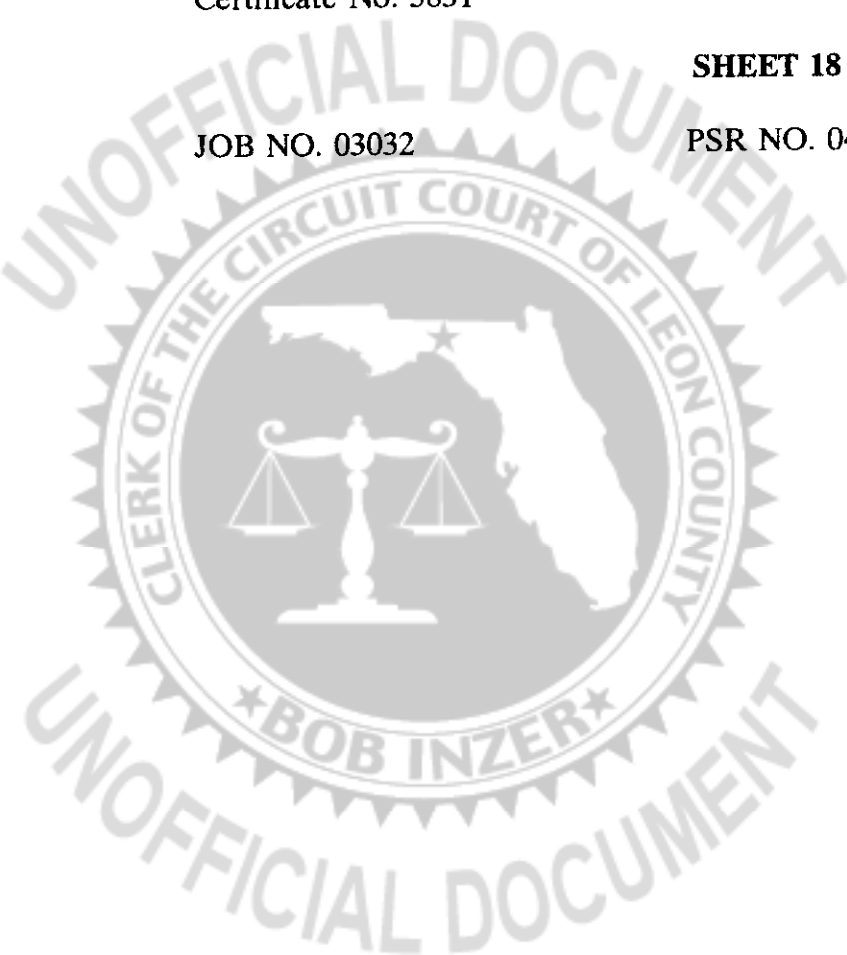
George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 18 OF 21**

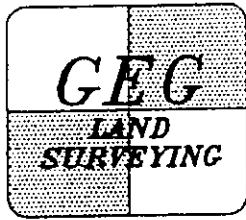
JOB NO. 03032

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GEORGE E. GUNN, JR.  
SURVEYING AND MAPPING

1624--A METROPOLITAN BLVD, TALLAHASSEE, FLORIDA 32308  
PHONE: (850)386-6742 FAX: (850)386-6239

**LOT 18**

**BEGIN** at a concrete monument marking the Southwest corner of Fractional Section 9, Township 3 North, Range 1 East, Leon County, Florida and run North 88 degrees 59 minutes 05 seconds East 255.34 feet to a concrete monument LS#3562; thence run North 00 degrees 14 minutes 45 seconds West 327.70 feet; thence run West 434.52 feet; thence run South 05 degrees 14 minutes 05 seconds East 442.98 feet to a point lying on the Northerly right of way boundary of State Road No. 12 (100 foot right of way), said point also lying on a curve concave Southerly; thence along said right of way boundary and along said curve with a radius of 1687.25 feet, through a central angle of 05 degrees 07 minutes 00 seconds for an arc distance of 150.68 feet (the chord of said arc being South 70 degrees 21 minutes 39 seconds East 150.63); thence run North 00 degrees 35 minutes 41 seconds West 159.55 feet to the **POINT OF BEGINNING**, containing 3.63 acres, more or less.

*George E. Gunn, Jr. 5/27/03*

George E. Gunn, Jr.  
Professional Surveyor and Mapper  
Certificate No. 5831

**SHEET 19 OF 21**

JOB NO. 03032

PSR NO. 045-01-03

DATE: 5/26/03

