

This Instrument Prepared by:
Elwin R. Thrasher, Jr.
Thrasher, Thrasher & Thrasher
Attorneys & Counselors at Law
908 North Gadsden Street
Tallahassee, Florida 32303-6316

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Of
WESTBROOK VILLAGE TOWN HOMES**

THIS DECLARATION is made and executed this 21 ^{DECEMBER} ~~November~~, 2003, by
George Ragheb and Janette Ragheb, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto and known as Westbrook Village Town Homes.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

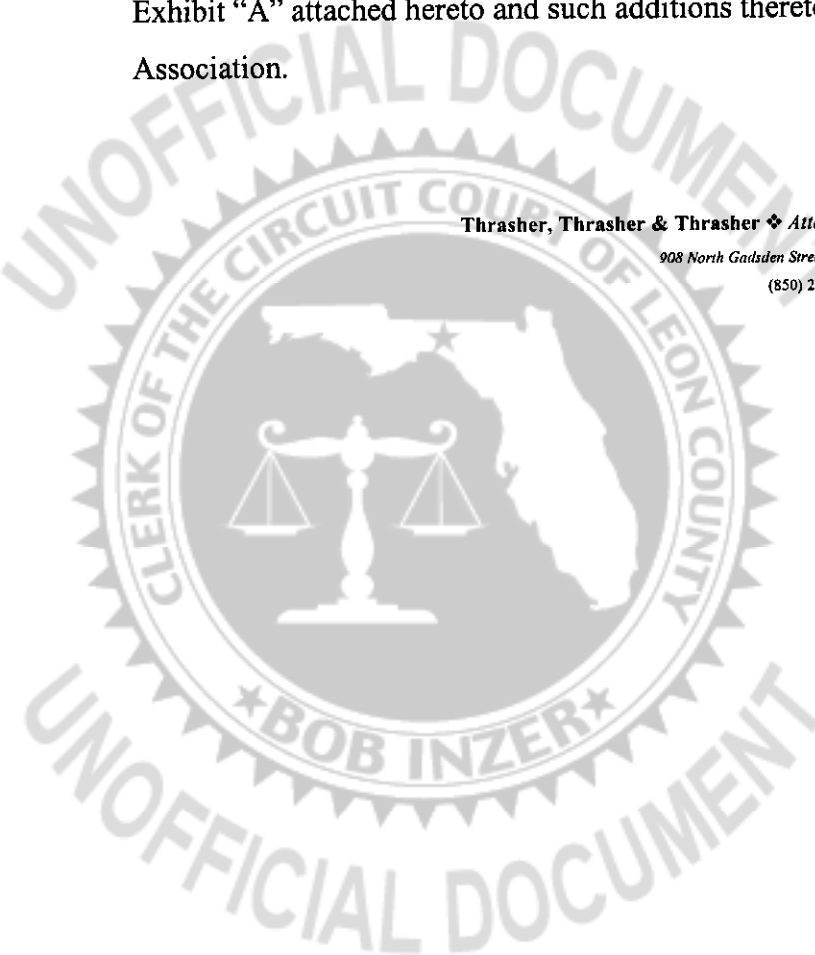
**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to Westbrook Village Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" attached hereto and such additions thereto as may be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described in Exhibit "B" attached hereto.

Section 5. "Lot" shall mean any plot of land included within the property described in Exhibit "A" which is not included in the Common Area described in Exhibit "B".

Section 6. "Unit" shall mean each individual residence unit in the du-plex buildings located on the property.

Section 7. "Declarant" shall mean and refer to George Ragheb and Janette Ragheb, their successors and assigns provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 8. "Rules and Regulations" shall mean and refer to the rules and regulations which the Board of Directors of the Association is hereby specifically authorized to adopt and amend from time to time relating to the use of the properties, common area, lots, and units.

ARTICLE II.

PROPERTY RIGHTS

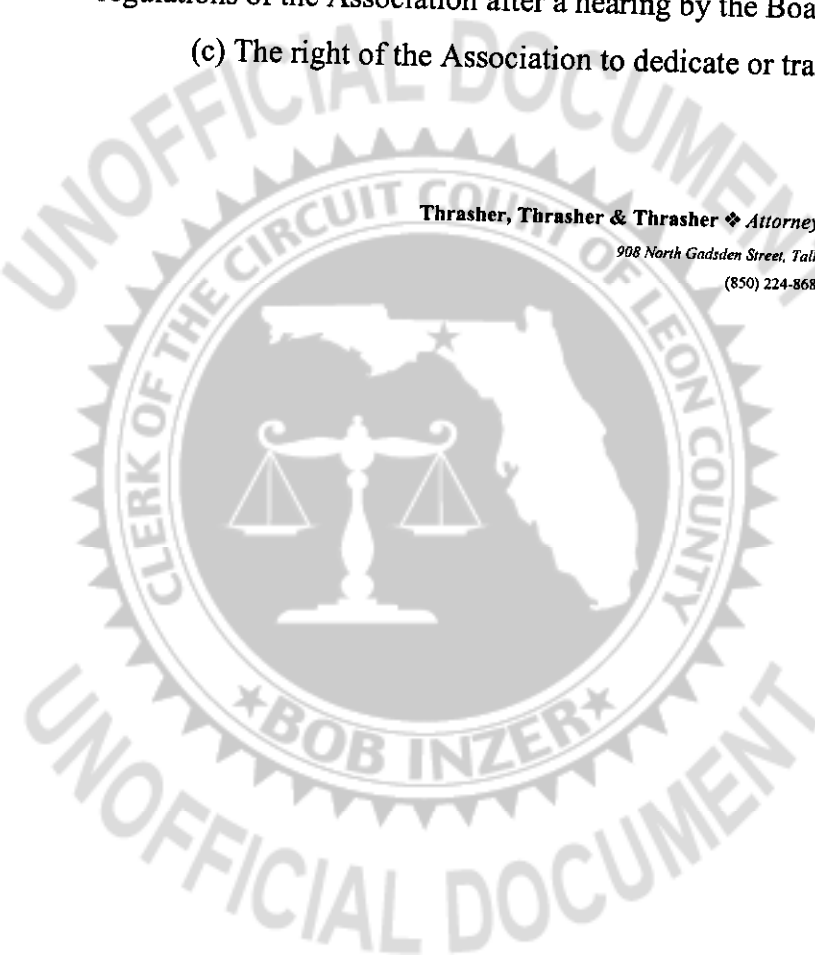
Section 1. Owner's Easements of Enjoyment. Every owner of a Unit shall have a right and easement of enjoyment in and to the Common Area, subject to the Rules and Regulations adopted by the Association regarding their use and enjoyment, which right shall be appurtenant to and shall pass with the title to such Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;

(b) The right of the Association to suspend the right of use of recreational facilities and the voting rights of any Owner for any period during which any assessment against the Owner's Unit remains unpaid; and for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the Association after a hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any

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municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each Owner may delegate the right of enjoyment in and to the Common Areas and facilities to the members of the Owner's family, and to guests, tenants, and invitees.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit that 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 Unit that is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

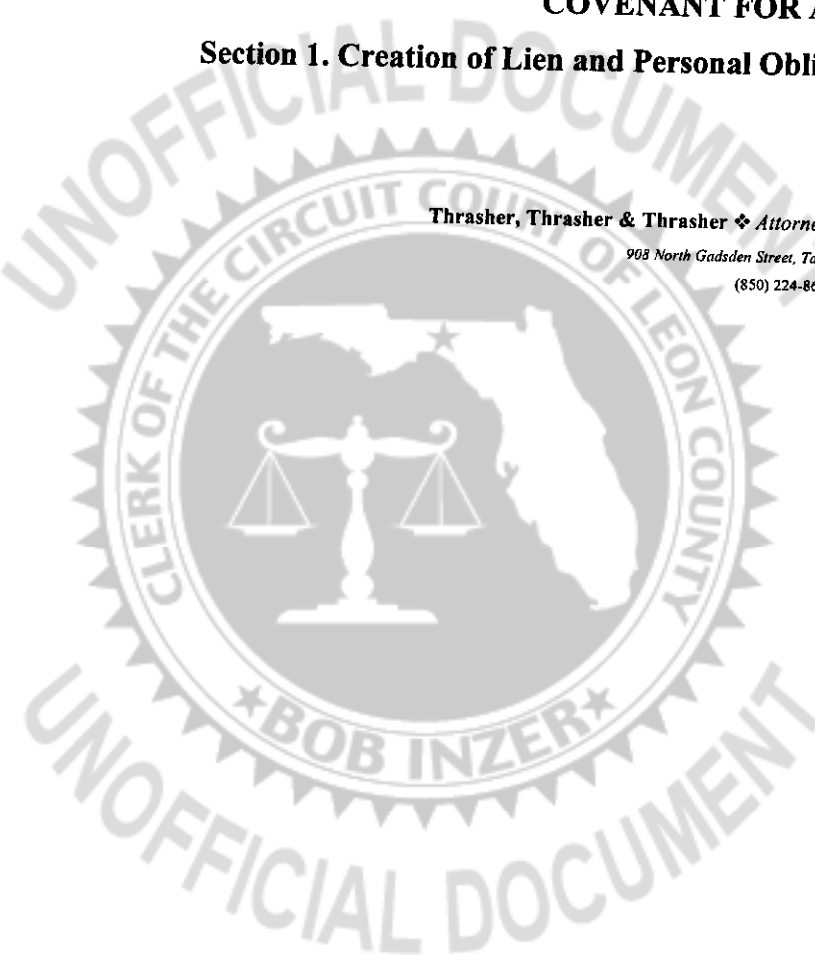
Class B. Class B members shall be Declarant, who shall be entitled to exercise three (3) votes for each Unit or proposed Unit owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV.

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Declarant covenants for

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each Lot and Unit within the subdivision, and each Owner of a Lot and/or Unit is hereby deemed to covenant by acceptance of the deed for such Unit, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot or Unit against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot or Unit at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Maximum Annual Assessment.

(a) For the first two years (730 days) immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$300.00.

(b) Thereafter the annual assessment may be increased each year without a vote of the members so long as it is not more than Ten percent (10%) above the assessment for the previous year.

(c) The annual assessment may be increased by more than Ten percent (10%) only by the vote or written assent of two-thirds ($\frac{2}{3}$) of each class of members.

(d) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

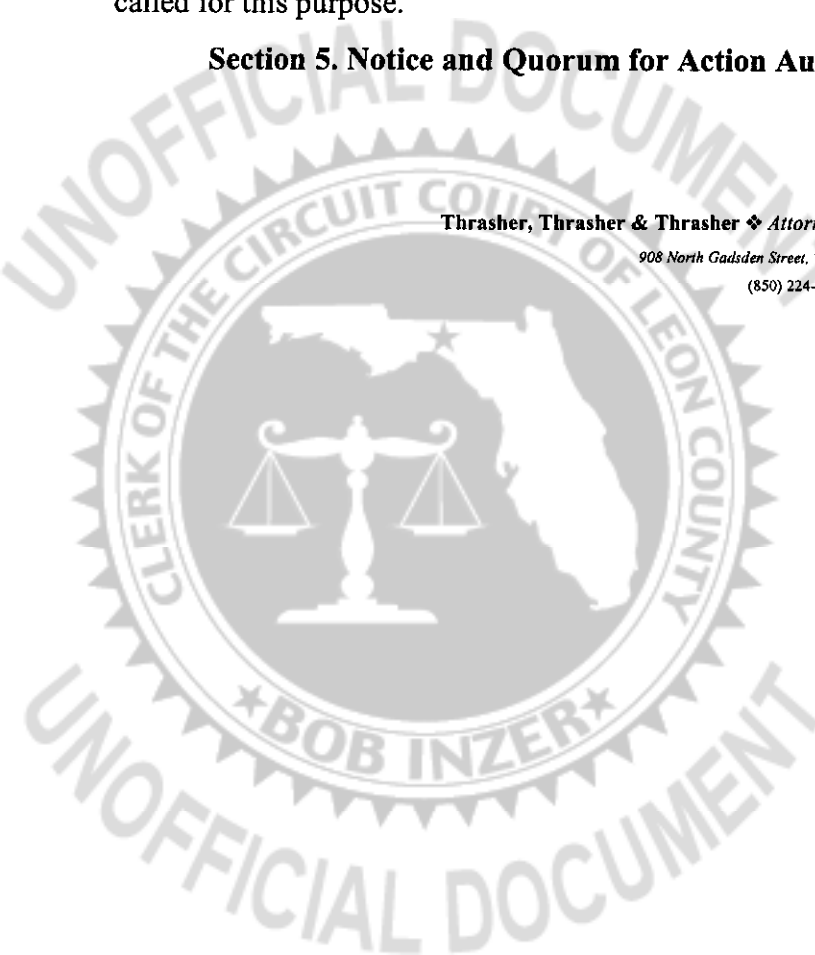
Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4. Written notice

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of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may, at the discretion of the Board of Directors, be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units and Lots on the first day of the month following the conveyance of the Common Area. 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 due dates shall be established by the Board of Directors. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specific Lot or Unit have been paid. A properly executed certificate of the Association as to the state of assessments is binding upon the Association as of the date of its issuance.

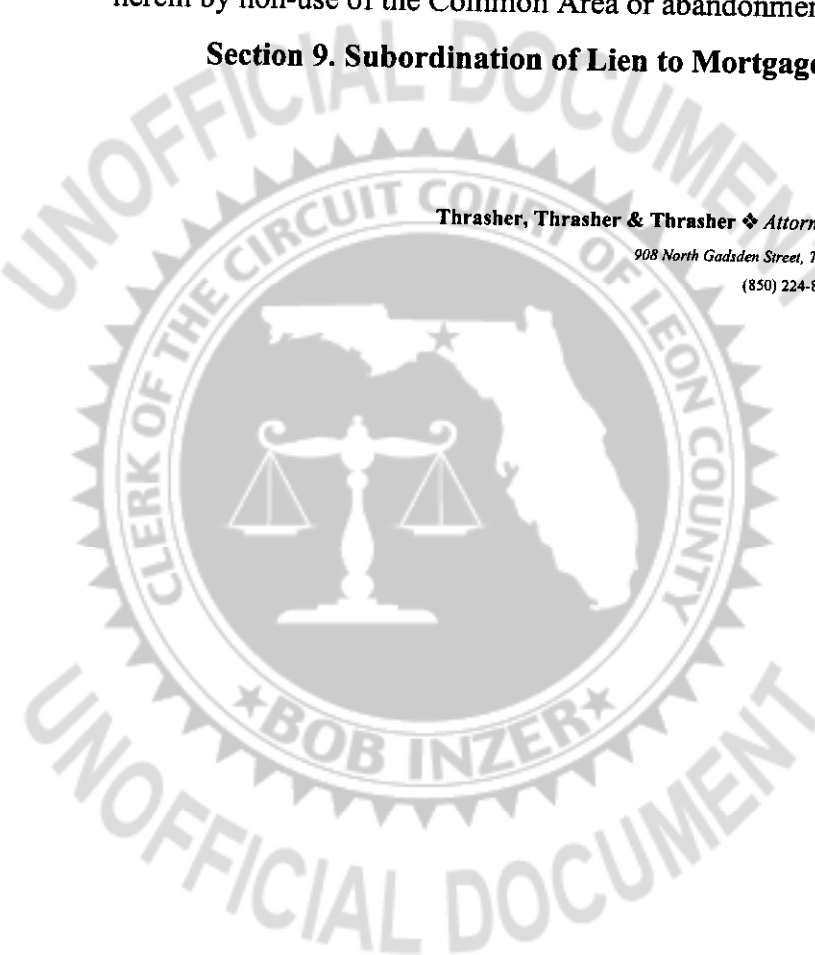
Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property in accordance with the laws of the State of Florida. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot or Unit.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments shall be subordinate

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to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due.

ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall, carport, antenna, or other structure shall be commenced, erected, placed or maintained upon any of the Properties, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove the design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, rules and regulations, and charges now or hereafter imposed or authorized by the provisions of this Declaration. Failure to enforce any of these shall in no event be deemed a waiver of the right to do so. The prevailing party in any enforcement litigation shall be entitled to an award of reasonable attorney fees incurred in the action.

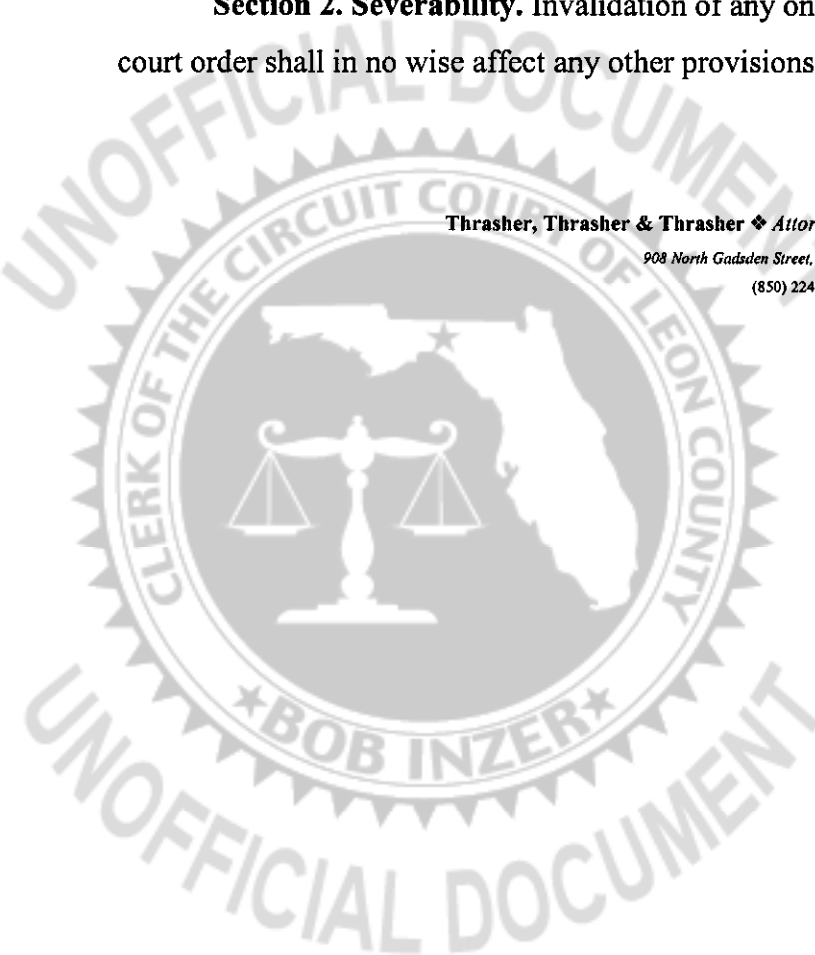
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

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Section 3. Amendments. 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 is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period with the written consent of not less than ninety (90) percent of the Unit Owners, and thereafter with the consent of not less than seventy-five (75) percent of the Unit Owners. Any amendment must be recorded in the public records.

Section 4. Annexation of Additional Property. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional Properties, dedication of Common Area, and amendment of this Declaration.

ARTICLE VII.

PARTY WALLS

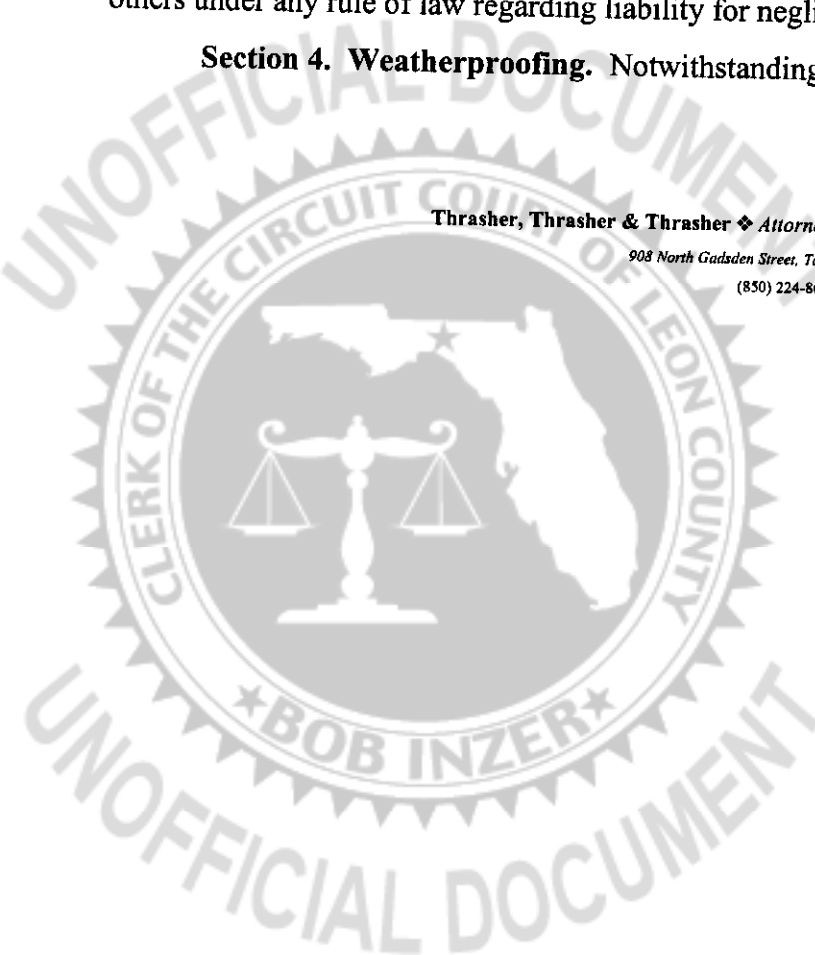
Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the Units upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost or 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.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who

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by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right To Contribution Runs With The 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and those arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Arbitration procedures shall be conducted in accordance with Chapter 682, Florida Statutes, known as the Florida Arbitration Code.

ARTICLE VIII.

USE RESTRICTIONS

The Properties shall be occupied and used only as follows:

Section 1. Each Lot and Unit shall be used for residential purposes only in accordance with the Rules and Regulations adopted by the Association.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 3. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 4. No sign of any kind shall be displayed to the public view on any Lot or Unit or in any window except one sign of not more than five square feet to advertise the property for sale or lease, signs placed and maintained by the Association and signs placed and maintained by the Declarant or Declarant's successors offering the Properties for sale.

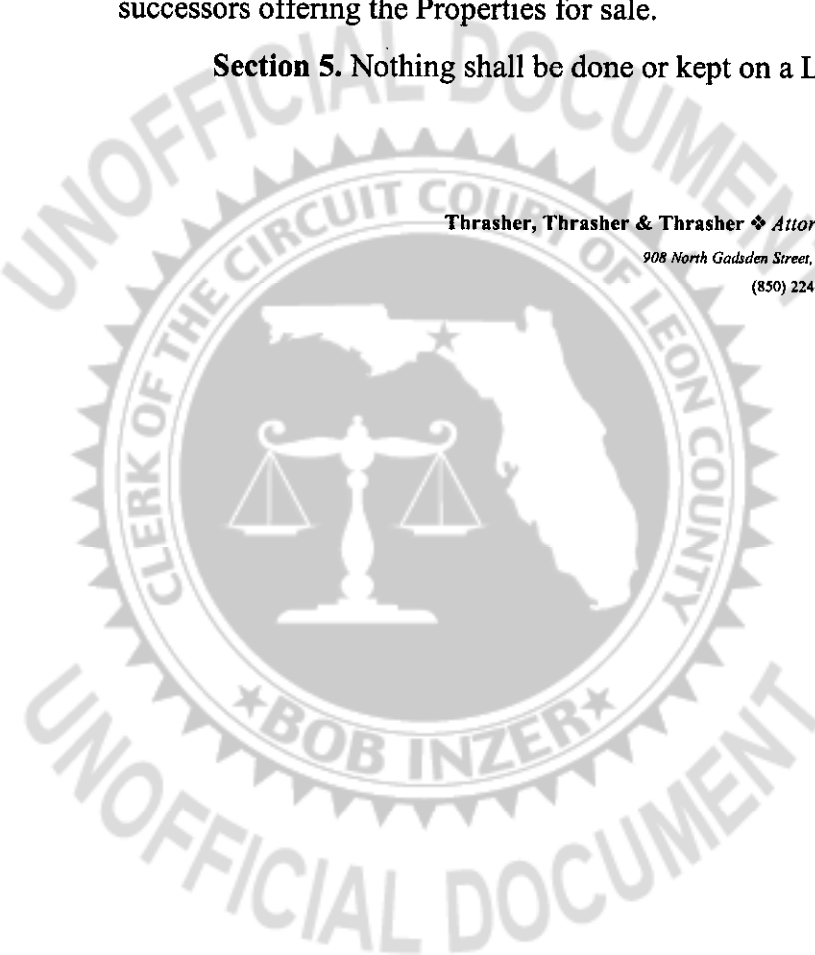
Section 5. Nothing shall be done or kept on a Lot, Unit or on the Common Area that would

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increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Lot, Unit, or the Common Area that would result in the cancellation of insurance on any Lot, Unit, or on any part of the Common Area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, Unit, or on the Common Area. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. All household pets shall be kept in a way that will not to interfere with the lawn mowing and exterior cleaning to be performed by the Association as described elsewhere in this document and neither the Association, nor its contractors, agents, or employees shall be liable for the escape, injury to, or loss of a pet which results from the mowing or exterior cleaning and all Owners by acceptance of a deed to a Lot or Unit, and all tenants, guests, invitees, and occupants of a Lot or Unit, agree to indemnify and save the Association, its contractors, agents, or employees harmless for or from any such claims and the costs, expenses, and attorney fees related to any such claims.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot, Unit, or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot or Unit, except that Declarant and the transferees of Declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans. The intention of the Developer is that the Association will be responsible for mowing of the lawns with the cost to be paid through assessments. Should a fence be locked denying access to any portion of the lawn, the Association shall not be obligated to mow that portion of the lawn.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

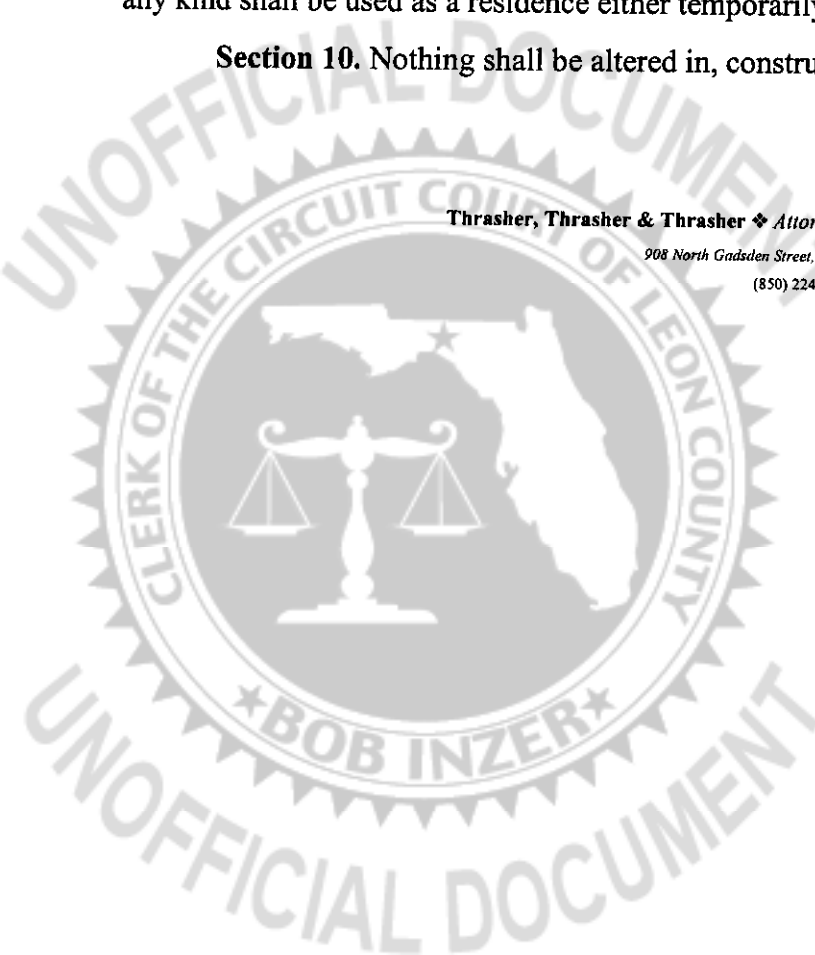
Section 10. Nothing shall be altered in, constructed on, or removed from the Common Area except

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with the written consent of the Association.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all Lots and Units included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential Units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Properties owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots and Units by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots and Units by sale, lease, or otherwise; or

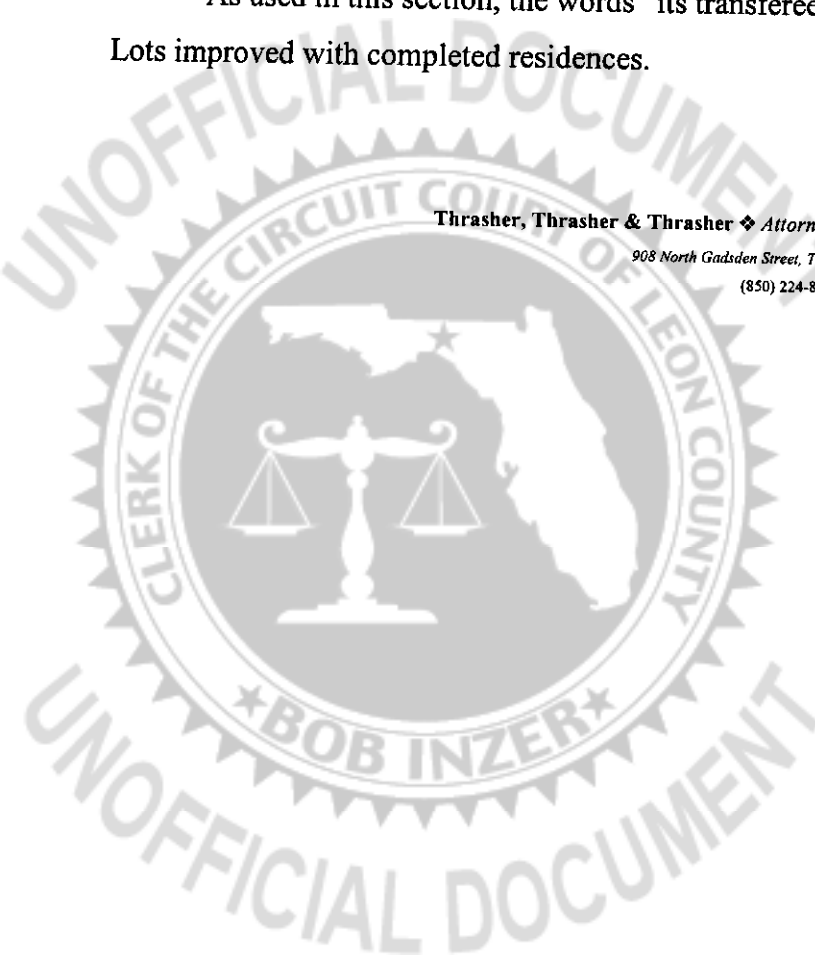
(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots or Units owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Lots or Units.

As used in this section, the words "its transferees" specifically excludes purchasers of Units and Lots improved with completed residences.

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Section 12. No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board.

Section 13. 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 an Architectural Control Committee appointed by the Board.

Section 14. Boats, trailers, campers or any other recreational vehicles shall be parked or stored within the garage or placed behind the Unit so as not to be visible from the street which runs in front of the Unit. All vehicles shall be parked on the paved drives or in lawful paved parking locations. No parking shall be allowed on any grassy area of the properties.

ARTICLE IX.

OWNERS' OBLIGATION TO REPAIR AND MAINTAIN

Each Owner shall, at such Owner's sole cost and expense, repair such Owner's Unit, keeping the same in a condition comparable to the condition of such Unit at the time of its initial construction, excepting only normal wear and tear.

ARTICLE X.

EXTERIOR MAINTENANCE

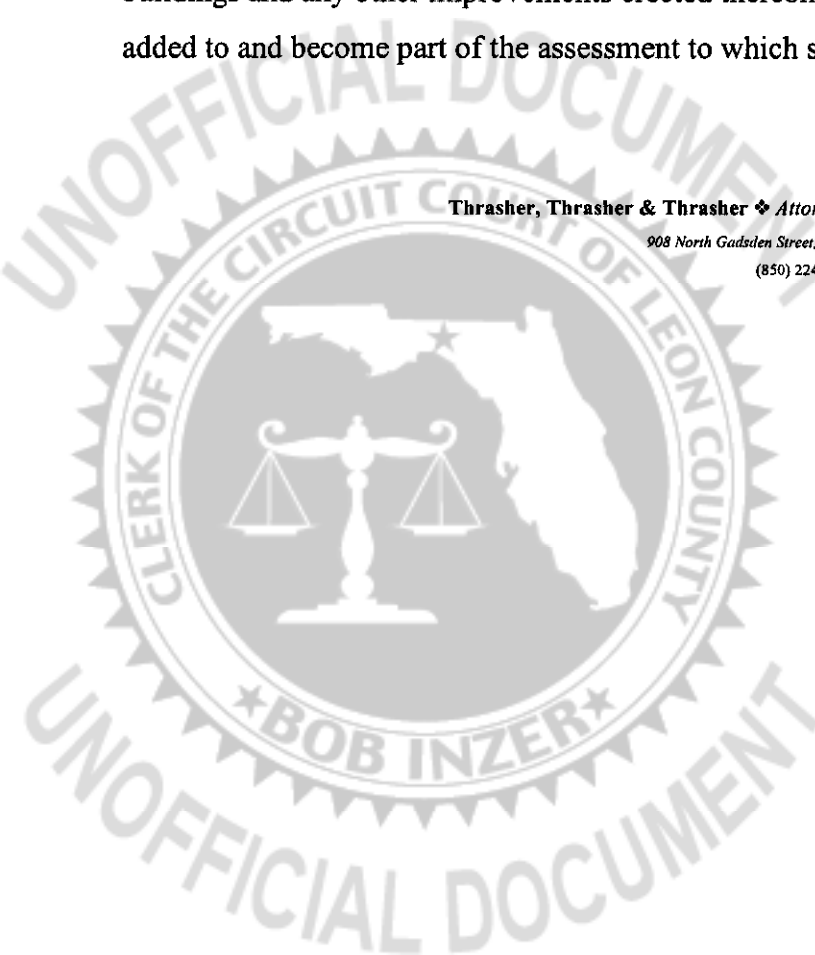
In the event an Owner of any Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject and shall be immediately due

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and payable.

Every other year the Association shall cause the exterior of the units to be cleaned. The cleaning shall be paid for through the assessments imposed by the Association. By accepting a deed to a Unit the Owner grants permission to and authorizes the Association to contract for the service and grants access to the exterior of the Unit to those hired to carry out the cleaning.

Executed at Tallahassee, Florida on the date first above written.

George Ragheb
George Ragheb

Janette Ragheb
Janette Ragheb

STATE OF FLORIDA:
COUNTY OF LEON :

The foregoing instrument was acknowledged before me on Dec. 21, 2003, by George Ragheb who

is personally known to me or

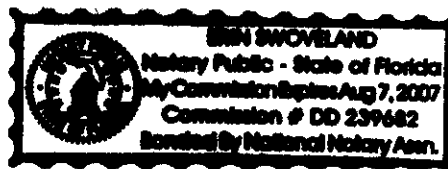
has produced FL R210300510310 as identification.
(type of identification produced)

Erin Swoveland
Erin Swoveland

(Printed name of Notary)

Notary Public

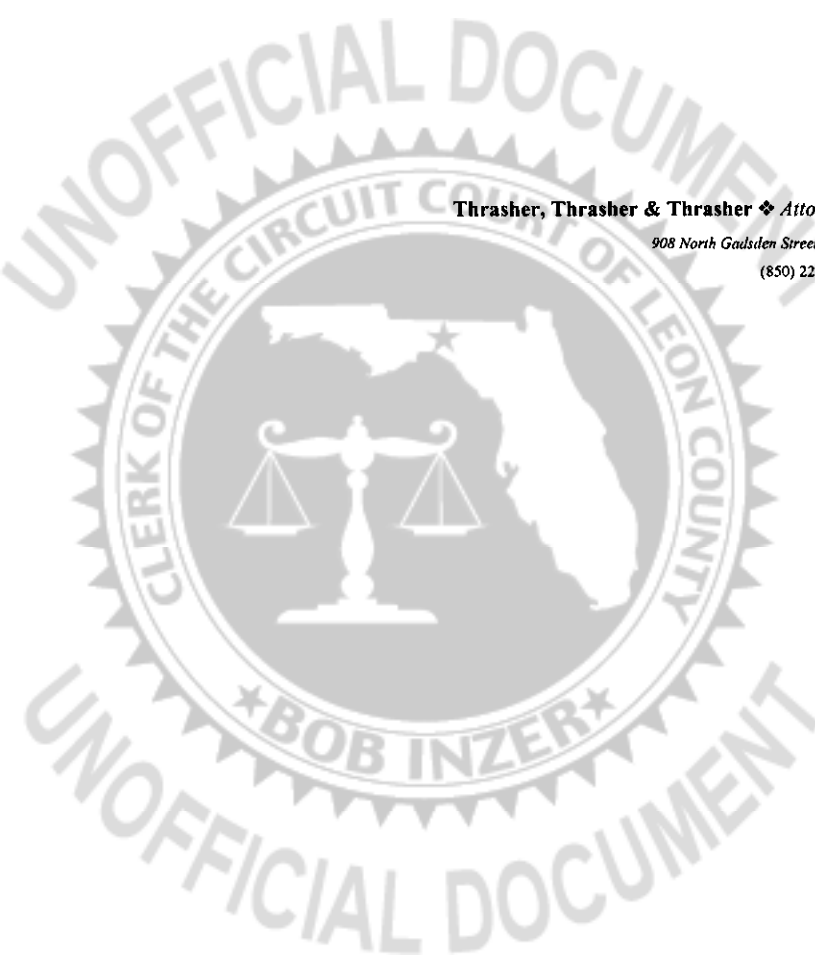
My Commission Expires: Aug. 7, 07



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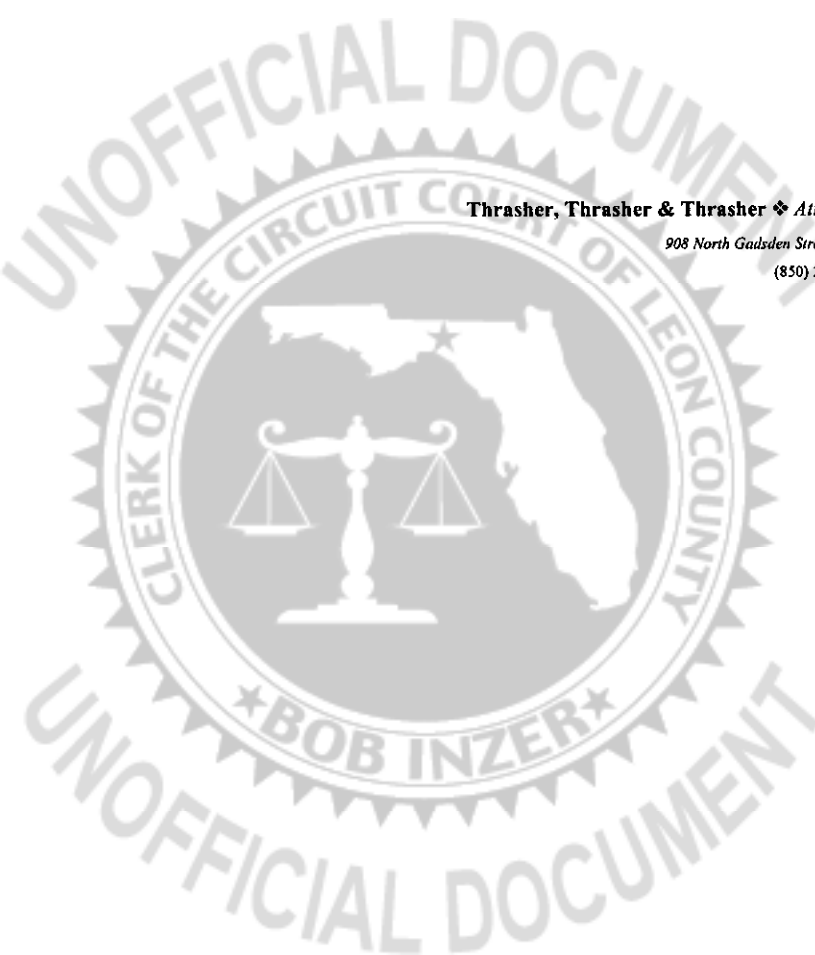
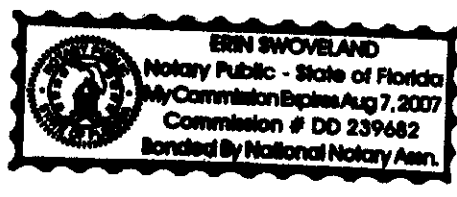
STATE OF FLORIDA:
COUNTY OF LEON :

The foregoing instrument was acknowledged before me on Dec 21, 2003, by
Jannette Ragheb who

is personally known to me or
 has produced FL R210437 58 9280 as identification.
(type of identification produced)

E Swoveland
Erin Swoveland
(Printed name of Notary)

Notary Public
My Commission Expires: Aug. 7, 07



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Exhibit "A"

PARCEL 1

Commence at the Southeast corner of Lot 38, of the First Division of the Plantation of the Florida Pecan Endowment Company, as per plat recorded in Plat Book 1, Page No. 4, of the Public Records of Leon County, Florida, and run thence South 89 degrees 38 minutes 28 seconds West 250.00 feet; thence North 00 degrees 16 minutes 18 seconds West 64.98 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence North 00 degrees 16 minutes 18 seconds West 134.26 feet; thence South 89 degrees 56 minutes 20 seconds West 323.37 feet to a point lying on the Easterly right of way boundary of Mission Road; thence South 00 degrees 39 minutes 10 seconds West along said right of way boundary a distance of 134.27 feet; thence leaving said right of way boundary and run North 89 degrees 56 minutes 20 seconds East 325.54 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

Commence at the intersection of the Southerly right of way of Pecan Road with the Easterly right of way of Mission Road and thence run South 00 degrees 00 minutes 29 seconds West, along said Easterly right of way, 533.81 feet to the POINT OF BEGINNING. Thence from said POINT OF BEGINNING continue South 00 degrees 00 minutes 29 seconds West, along said Easterly right of way 134.27 feet to a point, thence leaving said Easterly right of way run North 89 degrees 21 minutes 32 seconds East 16.34 feet to a point, thence run North 00 degrees 00 minutes 31 seconds West 134.26 feet to a point, thence run South 89 degrees 21 minutes 32 seconds West 16.32 feet to the POINT OF BEGINNING. Lying in, and being a part of Section 21, Township 1 North, Range 1 West, Leon County, Florida.

AND

PARCEL 2

Begin at the Southeast corner of Lot 38, of the First Division of the Plantation of the Florida Pecan Endowment Company, as per plat recorded in Plat Book 1, Page No. 4, of the Public Records of Leon County, Florida, thence North 00 degrees 16 minutes 18 seconds West 176.63 feet; thence South 89 degrees 47 minutes 19 seconds West 250.00 feet; thence South 00 degrees 16 minutes 18 seconds East 177.27 feet; thence North 89 degrees 38 minutes 28 seconds East 250.00 feet to the POINT OF BEGINNING.

AND

PARCEL 3

Commence at the Southeast corner of Lot 38, of the First Division of the Plantation of the Florida Pecan Endowment Company, as per plat recorded in Plat Book 1, Page No. 4, of the Public Records of Leon County, Florida, and run thence South 89 degrees 38 minutes 28 seconds West 250.00 feet; thence North 00 degrees 16 minutes 18 seconds West 219.24 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence North 00 degrees 16 minutes 18 seconds West 135.30 feet; thence South 89 degrees 56 minutes 11 seconds West 320.87 feet to a point lying on the Easterly right of way boundary of Mission Road, thence South 00 degrees 39 minutes 10 seconds West along said right of way boundary a distance of 135.30 feet; thence leaving said right of way boundary and run North 89 degrees 56 minutes 20 seconds East 323.05 feet to the POINT OF BEGINNING.

LESS AND EXCEPT



Commence at the intersection of the Southerly right of way of Pecan Road with the Easterly right of way of Mission Road and thence run South 00 degrees 00 minutes 29 seconds West, along said Easterly right of way 379.12 feet to the POINT OF BEGINNING. Thence from said POINT OF BEGINNING continue South 00 degrees 00 minutes 29 seconds West, along said Easterly right of way, 134.69 feet to a point, thence leaving said Easterly right of way run North 89 degrees 21 minutes 31 seconds East 16.32 feet to a point, thence run North 00 degrees 00 minutes 31 seconds West 134.71 feet to a point, thence run South 89 degrees 17 minutes 30 seconds West 16.30 feet to the POINT OF BEGINNING. Lying in, and being a part of Section 21, Township 1 North, Range 1 West, Leon County, Florida.

AND ALSO:

PARCEL 4

Commence at the Southeast corner of Lot 38 of the First Division of the Plantation of the Florida Pecan Endowment Company, as per plat recorded in Plat Book 1, Page No. 4 of the Public Records of Leon County, Florida; thence South 89 degrees 38 minutes 28 seconds West 250.00 feet; thence North 00 degrees 16 minutes 18 seconds West 177.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence North 00 degrees 16 minutes 18 seconds West 21.97 feet; thence South 89 degrees 56 minutes 20 seconds West 323.37 feet to a point lying on the Easterly right of way boundary of Mission Road; thence North 00 degrees 39 minutes 10 seconds East along said right of way boundary a distance of 20.00 feet; thence leaving said right of way boundary and run North 89 degrees 56 minutes 20 seconds East 323.05 feet; thence North 00 degrees 16 minutes 18 seconds West 135.30 feet; thence North 89 degrees 56 minutes 11 seconds East 250.00 feet; thence South 00 degrees 16 minutes 18 seconds East 176.63 feet; thence South 89 degrees 47 minutes 19 seconds West 250.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Begin at the intersection of the Southerly right of way of Pecan Road with the Easterly right of way of Mission Road and thence run North 89 degrees 18 minutes 36 seconds East, along said Southerly right of way 28.15 feet to a point, thence leaving said Southerly right of way, run South 39 degrees 51 minutes 12 seconds West 18.73 feet to a point, thence run South 00 degrees 00 minutes 31 seconds East 344.89 feet to a point, thence run South 89 degrees 18 minutes 36 seconds West 16.29 feet to a point on the Easterly right of way of said Mission Road, thence run North 00 degrees 00 minutes 29 seconds East along said Easterly right of way 359.12 feet to the POINT OF BEGINNING. Lying in, and being a part of Section 21, Township 1 North, Range 1 West, Leon County, Florida.



EXHIBIT
B
PAGE 1

MISSION ROAD
(PAVED)

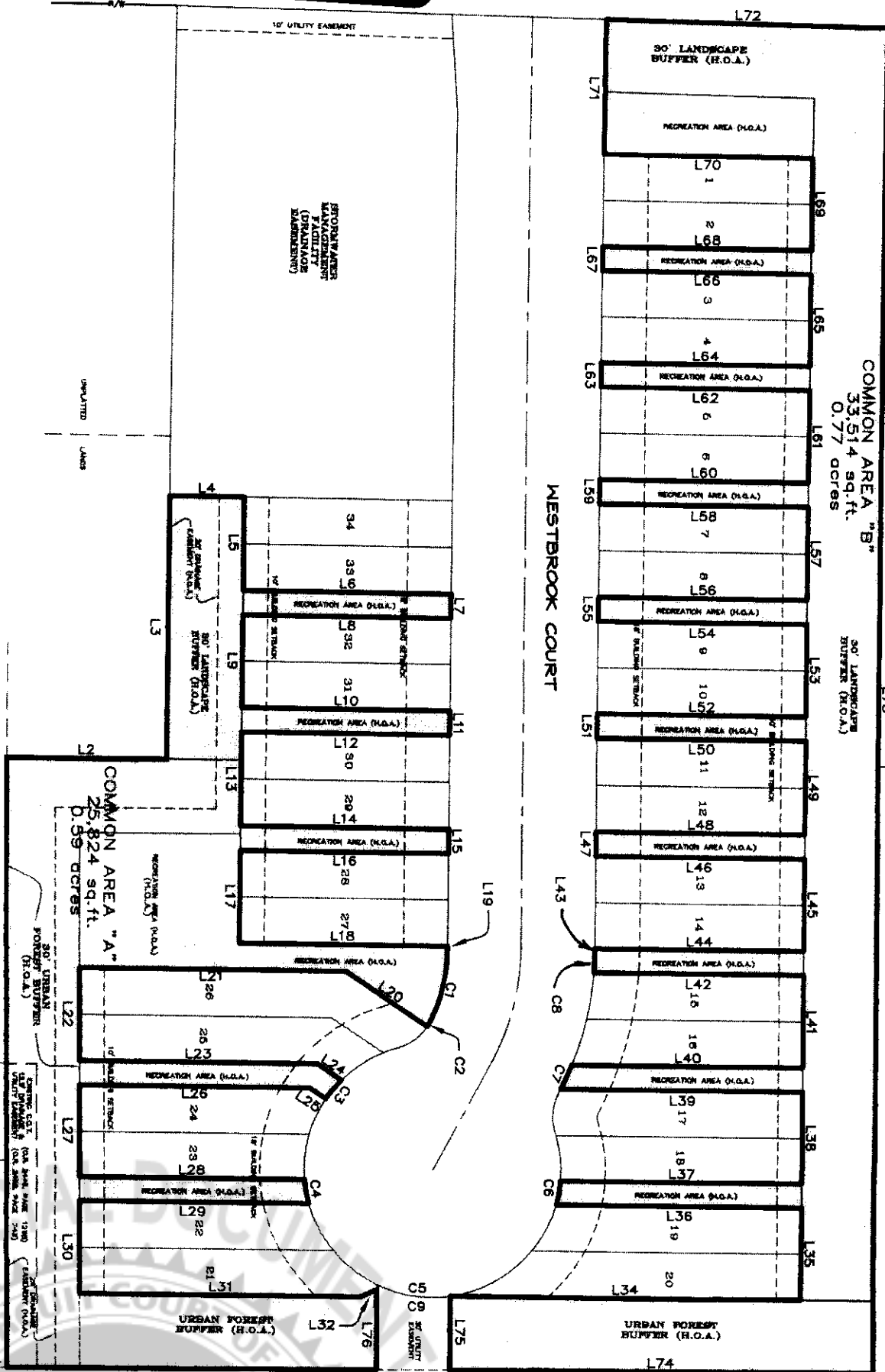
LOT 47

COMMON AREA "B"
33,514 sq. ft.
0.77 acres

BEARING BASE per O.R. 2690, PAGE 1394

LOT 38

FLORIDA PECAN ENDOWMENT
(PLAT BOOK 1, PAGE 4)



P.O.B.(A) & P.O.C.(B):
SOUTHEAST CORNER OF
LOT 38, PLANTATION OF
THE FLORIDA PECAN
ENDOWMENT COMPANY,
PLAT BOOK 1, PAGE 4,
LEON COUNTY, FLORIDA

SKETCH OF LEGAL DESCRIPTION OF:
COMMON AREAS AT WESTBROOK
VILLAGE, PLAT BOOK 14, PAGE 82,
LEON COUNTY, FLORIDA

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

WESTBROOK VILLAGE

DRAWING:
COL-AREA-SK
PROJECT:
7171

LEGAL DESCRIPTION:

EXHIBIT

B

PAGE 2

COMMON AREA "A":

BEGIN at a concrete monument marking the Southeast corner of Lot 38 of the PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY, a map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, thence run South 89 degrees 35 minutes 31 seconds West for 250.01 feet, thence run North 00 degrees 16 minutes 11 seconds West for 65.03 feet, thence run South 89 degrees 59 minutes 04 seconds West for 107.42 feet, thence run North 00 degrees 00 minutes 56 seconds West for 30.00 feet, thence run North 89 degrees 59 minutes 04 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 84.70 feet, thence run North 89 degrees 56 minutes 11 seconds East for 10.00 feet, thence run South 00 degrees 03 minutes 49 seconds East for 84.71 feet, thence run North 89 degrees 59 minutes 04 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 84.74 feet, thence run North 89 degrees 56 minutes 11 seconds East for 10.00 feet, thence run South 00 degrees 03 minutes 49 seconds East for 84.75 feet, thence run North 89 degrees 59 minutes 04 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 84.78 feet, thence run North 89 degrees 56 minutes 11 seconds East for 10.00 feet, thence run South 00 degrees 03 minutes 49 seconds East for 84.79 feet, thence run North 89 degrees 59 minutes 04 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 84.82 feet, thence run North 89 degrees 56 minutes 11 seconds East for 0.84 feet to a point on a curve concave to the Southwest, thence run along said curve Southeasterly for an arc distance of 30.63 feet, having a radius of 70.00 feet, through a central angle of 25 degrees 04 minutes 25 seconds (said curve bearing South 77 degrees 31 minutes 37 seconds East for 30.39 feet) to a point on a compound curve concave to the Southwest, thence run along said curve Southeasterly for an arc distance of 3.15 feet, having a radius of 21.50 feet, through a central angle of 08 degrees 23 minutes 18 seconds (said curve bearing South 60 degrees 47 minutes 45 seconds East for 3.14 feet), thence run South 33 degrees 29 minutes 28 seconds West for 40.15 feet, thence run South 00 degrees 03 minutes 49 seconds East for 107.68 feet, thence run North 89 degrees 35 minutes 31 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 95.99 feet, thence run North 33 degrees 29 minutes 28 seconds East for 12.01 feet to a point on a curve concave to the Northeast, thence run along said curve Southeasterly for an arc distance of 10.06 feet, having a radius of 52.50 feet, through a central angle of 10 degrees 58 minutes 50 seconds (said curve bearing South 51 degrees 01 minutes 07 seconds East for 10.05 feet), thence run South 33 degrees 29 minutes 28 seconds West for 8.03 feet, thence run South 00 degrees 03 minutes 49 seconds East for 92.92 feet, thence run North 89 degrees 35 minutes 31 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 90.83 feet to a point on a curve concave to the North, thence run along said curve Northeasterly for an arc distance of 10.19 feet, having a radius of 52.50 feet, through a central angle of 11 degrees 07 minutes 03 seconds (said curve bearing North 79 degrees 24 minutes 56 seconds East for 10.17 feet), thence run South 00 degrees 03 minutes 49 seconds East for 92.63 feet, thence run North 89 degrees 35 minutes 31 seconds East for 38.00 feet, thence run North 00 degrees 03 minutes 49 seconds West for 113.63 feet, thence run North 23 degrees 53 minutes 37 seconds West for 7.37 feet, thence run North 89 degrees 43 minutes 40 seconds East 33.02 feet, thence run South 00 degrees 16 minutes 20 seconds East 150.32 feet to the POINT OF BEGINNING, containing 0.59 acres, more or less.

COMMON AREA "B":

Commence at a concrete monument marking the Southeast corner of Lot 38 of the PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY, a map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, thence run North 00 degrees 16 minutes 20 seconds West 180.32 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 89 degrees 43 minutes 40 seconds West 30.52 feet, thence run North 00 degrees 03 minutes 49 seconds West for 142.61 feet, thence run South 89 degrees 56 minutes 11 seconds West for 38.00 feet, thence run South 00 degrees 03 minutes 49 seconds East for 99.54 feet to a point on a curve concave to the South, thence run along said curve Northwesterly for an arc distance of 10.17 feet, having a radius of 52.50 feet, through a central angle of 11 degrees 05 minutes 41 seconds (said curve bearing North 80 degrees 11 minutes 52 seconds West for 10.15 feet), thence run North 00 degrees 03 minutes 49 seconds West for 97.80 feet, thence run South 89 degrees 56 minutes 11 seconds West for 38.00 feet, thence run South 00 degrees 03 minutes 49 seconds East for 98.00 feet to a point on a curve concave to the Southwest, thence run along said curve Northwesterly for an arc distance of 10.94 feet, having a radius of 130.00 feet, through a

