

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 23rd day of September, 1985, by BRUCE WOOD and EDMUND P. SMITH, hereinafter referred to as "Declarant," for themselves, their heirs, grantees and assigns.

W I T N E S S E T H:

1. LANDS. The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described as Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof, recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida, less and except the West 10 feet thereof (referred to as "Lot 20" or the "Property"). Declarant has constructed townhouse residential units upon the Property. These covenants and restrictions are hereby imposed on the Property effective as set forth herein.

2. NAME. The name by which the Property shall be known and identified is "Cedar Pines East."

3. SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS. Declarant impresses and imposes upon the Property these restrictive covenants, which shall run with the land. This Declaration shall be binding upon Declarant, their heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth in full in the instrument of conveyance.

4. GENERAL INFORMATION. The Property has been subdivided into fourteen lots described as follows:

Lots 1, 2, and 3 Cedar Pines East	Exhibit "A"
Lots 4, 5, and 6 Cedar Pines East	Exhibit "B"
Lots 7, 8, and 9 Cedar Pines East	Exhibit "C"
Lots 10, 11 and 12, Cedar Pines East	Exhibit "D"
Lots 13 and 14, Cedar Pines East	Exhibit "E"

In addition, as set forth later in this document, there is a retention pond partially located on the Property and partially located on other lands owned by Declarant.

5. DEFINITIONS. The terms used in these restrictions shall have the following meanings:

(a) "Townhouse or Unit" shall mean the lots referred to in paragraph 4, and the single-family living unit thereon. Each townhouse will share a "common" or "party" wall with the adjoining townhouse owner.

(b) "Homeowner" or "Owner" means the owner of a Townhouse.

(c) "Association" means CEDAR PINES EAST HOMEOWNERS' ASSOCIATION, INC., and its successors, which association shall be responsible for the operation and management of common areas and have such other rights, duties and obligations as are set forth in this Declaration.

(d) "Bylaws" shall mean such bylaws as are established by the Association from time to time.

(e) "Assessment" means a share of the funds required for payment of common expenses which from time to time are assessed against a homeowner.

(f) The Property includes all of Lot 20, and all improvements thereon, together with all easements, rights, and common areas, appurtenant to the Property intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

(g) "Common Areas" mean all areas owned by the Association which are not owned by the Declarant or Homeowners, and shall also include all easements and the retention pond.

6. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Membership: Any homeowner who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any unit is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of the owners of the unit.

In the event the owner of a unit is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners with the exception of Declarant, and shall be entitled to one (1) vote for each unit owned.

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

7. ASSESSMENTS AND LIENS. Each townhouse owner, by the acceptance of a deed for a townhouse located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

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

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

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the townhouse owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such townhouse. Assessments shall be made pursuant to the Bylaws of the Association. No Townhouse owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his Townhouse. The Declarant shall not be obligated for payment of assessments for townhouse units he owns within the subdivision unless Declarant's units are rented. If Declarant's units are rented, he shall pay a prorated amount only while the unit is occupied by a tenant.

8. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote and maintain the health, safety and welfare of the members of the Association, and in

particular, for the improvement and maintenance in a first-class condition and in good state of repair the common areas of the Property, including roadways, and such other areas which are maintained by the Association, whether owned by the Association or by a townhouse owner and maintained by the Association.

9. DEPOSIT OF ASSESSMENTS. All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, and Bylaws of the Association, or other agreements among the Townhouse owners.

10. AMOUNT OF ANNUAL ASSESSMENTS. The annual assessment per townhouse unit shall be set by a vote of the Board of Directors of the Association. The assessments may be paid in whole or in monthly installments. The Board of Directors may not increase the annual assessments by more than ten percent (10%) over the previous year's assessments without the approval of a majority vote of the members of the Association.

11. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair or replacement of the improvements, easements, or common areas within the Property. The decision to make the special assessment and the amount of the assessment shall be made in accordance with the Articles and Bylaws of the Association.

12. COLLECTION OF ASSESSMENTS. All assessments shall be due and payable within 30 days from the date noted on the assessment notice. The annual assessment may be prepaid in whole or in part. No set-offs shall be allowed to any Townhouse owner for repairs or improvements, or services contracted for by any Townhouse owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Townhouse owner all legal costs including a reasonable attorney's fee (including those at the

appellate level) incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

13. SERVICE CHARGE FOR DELINQUENT ASSESSMENTS. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid by the due date set for payment may, upon decision of the Board of Directors of the Association, bear a service charge of Five Dollars and No Cents (\$5.00) per month from the due date.

14. EFFECT OF TRANSFER OF TITLE ON ASSESSMENT. The sale or transfer of any Townhouse shall not affect the assessment lien; provided, however, the sale or transfer of any Townhouse pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse from liability from any assessment thereafter becoming due or from the lien thereof.

15. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the Association, the Association shall:

(a) Maintain and otherwise manage all the common easement areas, including roadways, and all facilities, amenities, improvements and landscaping thereof, together with all property or facilities or amenities that may be acquired or built by the Association.

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

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

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

16. EXTERIOR MAINTENANCE, ALTERATIONS, PAINTING.

The Association shall maintain all of the yards within the Property and all of the common areas and shall pay for such maintenance from the annual assessments. The Association's agents or employees shall have the right to go onto the property of any townhouse owners for the sole purpose of maintenance as provided for in this paragraph. No exterior painting or alterations shall be made to any townhouse without the prior written approval of the Association.

17. EASEMENTS. The following easements pertain to the Property:

(a) Perpetual roadway or driveway easement for ingress and egress to and from the Townhouses to be granted by Declarant or reserved for the benefit of all Townhouse owners, their respective licensees and invitees and tenants the right to pass and repass along and within the Property. Such easements are described in Exhibits "A" through "E," inclusive, attached hereto.

(b) Utility easement described on attached Exhibit "F." The utility easement is reserved through the Property for utility services in order to properly and adequately serve all areas of the Property. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities, including the retention pond.

Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof

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

(c) Fencing easement along and upon the boundaries of the Property. The Declarant may erect a fence upon all or parts of the boundaries of the property. The Association may subsequently decide to erect on such boundaries additional or alternative fencing. The Association shall maintain such fences as are erected initially by the Declarant or thereafter by the Association. All Townhouse owners will allow the Declarant, Association or its agents or designees the right to go over or upon the Property for the purpose of construction, maintenance and repair of such fencing.

(d) If any Townhouse shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching Townhouse, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(e) Declarant or the Association may elect to build a swimming pool which shall be for the benefit of all the owners and their guests. The Association shall own the pool and shall

be responsible for the maintenance of the pool. The Association shall make and enforce the rules governing the use of the pool.

18. RETENTION POND. The retention pond for this project is described in Exhibit "G" and is partially located on the Property and partially located on Lot 9, Block "D" of White Acres, a subdivision as per map or plat thereof, recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida, less and except the East 10 feet thereof (referred to as "Adjoining Property"), which latter property is also owned by Declarant. It is the intention of the Declarant that the Association and the Owner of the Adjoining Property, or their successor in interest, share equally in the repair, maintenance or other expenses associated with the retention pond. Accordingly, the Declarant, for themselves, their successors or assigns, by joining in this Declaration of Restrictive Covenants, agree to share equally with the Association in the repair, maintenance or other expenses associated with the retention pond provided such retention pond remains located on any part of the Adjoining Property. This obligation shall remain personal to Declarant so long as they own title to that portion of the Adjoining Property upon which the retention pond is located; provided, however, that such obligation shall no longer be a personal obligation to Declarant upon transfer of the legal title to such property to a third party to which Declarant has no controlling interest; and, provided further, that such obligation shall be assumed by Declarant's grantee to that portion of the Adjoining Property upon which a part of the retention pond is situated.

19. LAND USE AND BUILDING TYPE. No Townhouse shall be occupied or used except for residential purposes by the owners, their tenants or social guests except that Declarant may use Townhouses owned by him for display and sales offices. Without prior written approval of the Association there shall be no detached structures, buildings, metal sheds, carports, garages, mobile homes, or other structures placed on any lots or the Property.

20. NUISANCES. No noxious or offensive activities shall be carried on, in, upon or around any Townhouse or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Townhouse owners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of each of the owners, tenants or licensees of his respective living unit or which shall in any way increase the rate of insurance for the Property.

21. SIGNS. No sign of any kind shall be displayed to the public view on any Townhouse or any portion of the common areas except one sign of customary and reasonable dimension advertising the Townhouse for sale or rent, except signs used by Declarant, his business successors or assigns to advertise the property or Townhouses during the construction and sale.

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

23. DRAPES OR CURTAINS. All drapes or curtains visible to the outside of any townhouse unit shall have a white backing.

24. RIGHT TO LEASE. The Townhouse owners shall have the right to lease or rent their Townhouse provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

25. REGULATIONS. Reasonable regulations concerning the use of the Property including common areas and all other areas which the Association maintains, regardless of fee ownership may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the

Association to all Townhouse owners and residents of the Townhouses upon request.

26. PETS. Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and at all times unit owners must comply with applicable leash and animal control laws.

27. LIMITATION OF LIABILITY OF ASSOCIATION. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the Property, the Association shall not be liable to Townhouse owners, their invitees or guests for injury or damage caused by any latent defect or condition of the Property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

28. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION.

Within a reasonable time after a casualty or loss to Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged Property. The Association shall diligently repair or replace the same unless a majority of the Townhouse owners vote to the contrary.

29. ENFORCEMENT OF OBLIGATIONS. Each Townhouse owner

shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and any Regulations adopted by the Association. Upon failure of a homeowner to so comply, the Declarant, the Association, any Mortgagees having a first lien on a Townhouse, or other Townhouse owners shall have the right to institute legal proceedings and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee (including those at the appellate level). The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be

a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

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

31. PARTY WALLS.

Each wall built as a part of the original construction of the townhouses within the subdivision and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liabilities for property damage due to negligence or willful acts or omissions shall apply thereto.

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.

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 of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions in this article, an owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

32. AMENDMENTS TO DECLARATION. These restrictions, unless prohibited by rule of law, may be amended from time to time by the Association after first obtaining the written consent of two-thirds (2/3) of the then current unit owners.

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

34. ELECTION OF BOARD OF DIRECTORS. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and Bylaws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) December 31, 1986; or (2) the Declarant no longer has an ownership interest in the Property.

35. TERMINATION OF RESPONSIBILITY OF DECLARANT. At such times as the Declarant sells, conveys or otherwise disposes of his interest in and to all of the Townhouses, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

36. VARIANCES. Variances for minor deviations from this Declaration may be granted by Declarant or the Association at any

time to Declarant or any owner. Variances for such minor deviations, if any, are discretionary.

37. MORTGAGEE'S CONSENT. Security First Federal Savings & Loan Association, as Declarant's mortgagee for the Property, hereby expressly consents to the imposition of the Restrictive Covenants and to all other matters contained herein.

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

39. SEVERABILITY. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

40. TERMINATION. Unless sooner terminated or extended according to the manner herein provided, these Restrictive Covenants shall terminate on December 31, 2016.

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

WITNESSES:

Rod D. Mendon
Judith S. Colson

WITNESSES:

Rod D. Mendon
Judith S. Colson

WITNESSES:

Donna H. Trader
[Signature]

STATE OF FLORIDA,
COUNTY OF LEON.

[Signature]
BRUCE WOOD

[Signature]
EDMUND P. SMITH

SECURITY FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

By: [Signature]
Its: Vice President

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to

take acknowledgments, personally appeared BRUCE WOOD to me known to be the person described in and who executed the foregoing instrument instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 23rd day of September, 1985.

Judith S. Coborn
NOTARY PUBLIC
My Commission Expires:
12-11-86

STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared EDMUND P. SMITH, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 23rd day of September, 1985.

Judith S. Coborn
NOTARY PUBLIC
My Commission Expires:
12-11-86

STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edith W. Lowman, to me known to be the person described as President of SECURITY FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, INC. and who executed the foregoing instrument and acknowledged before me that that person executed the foregoing instrument in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

WITNESS my hand and official seal in the County and State named above this 30 day of September 1985.

Donna H. Trader
NOTARY PUBLIC
My Commission Expires: 11-11-86

Notary Public, State of Florida
My Commission Expires Feb. 1, 1988
Bonded Thru Troy Feltz Insurance, Inc.

Lot 1, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: BEGIN at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 40.22 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 08 seconds West 112.71 feet, thence South 00 degrees 08 minutes 08 seconds West 38.50 feet, thence South 89 degrees 51 minutes 52 seconds East 113.00 feet, to the POINT OF BEGINNING containing 0.10 acres more or less.

Subject to an access easement across the Westerly 30.00 feet and the Southerly 22.00 feet.

Lot 2, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 40.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 16.0 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 01 seconds West 112.58 feet, thence South 00 degrees 08 minutes 08 seconds West 16.0 feet, thence North 89 degrees 18 minutes 08 seconds East 112.71 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

Lot 3, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 56.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 16.00 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 01 seconds West 112.46 feet, thence South 00 degrees 08 minutes 08 seconds West 16.00 feet, thence North 89 degrees 18 minutes 01 seconds East 112.58 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

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Lot 4, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 72.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 16.00 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 01 seconds West 112.34 feet, thence South 00 degrees 08 minutes 08 seconds West 16.00 feet, thence North 89 degrees 18 minutes 01 seconds East 112.46 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

Lot 5, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 88.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 16.00 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 01 seconds West 112.22 feet, thence South 00 degrees 08 minutes 08 seconds West 16.00 feet, thence North 89 degrees 18 minutes 01 seconds East 112.34 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

Lot 6, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 104.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 16.00 feet, thence leaving said right-of-way run South 89 degrees 18 minutes 01 seconds West 112.10 feet, thence South 00 degrees 08 minutes 08 seconds West 16.00 feet, thence North 89 degrees 18 minutes 01 seconds East 112.22 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

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Lot 7, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 00 degrees 18 minutes 00 seconds West along said right-of-way 120.22 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 18 minutes 00 seconds West 30.35 feet, thence leaving said right-of-way run North 89 degrees 54 minutes 19 seconds West 111.85 feet, thence South 00 degrees 08 minutes 08 seconds West 31.91 feet, thence North 89 degrees 18 minutes 01 seconds East 112.10 feet to the POINT OF BEGINNING containing 0.08 acres more or less.

Subject to an access easement across the Westerly 30.00 feet.

Lot 8, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows: Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 51 minutes 52 seconds West 113.87 feet, thence run North 00 degrees 04 minutes 51 seconds East 39.50 feet, thence North 89 degrees 55 minutes 50 seconds East 113.91 feet, thence South 00 degrees 08 minutes 08 seconds West 39.10 feet to the POINT OF BEGINNING containing 0.10 acres more or less.

Subject to an access easement across the Easterly 30.00 feet and the Easterly 55.00 feet of the Southerly 18.00 feet.

Lot 9, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 39.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 16.00 feet, thence run South 89 degrees 55 minutes 50 seconds West 113.92 feet, thence South 00 degrees 04 minutes 51 seconds West 16.00 feet, thence North 89 degrees 55 minutes 50 seconds East 113.91 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

The above described property being subject to an access easement across the Easterly 30.00 feet.

Lot 10, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 55.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 16.00 feet, thence run South 89 degrees 55 minutes 50 seconds West 113.94 feet, thence South 00 degrees 04 minutes 51 seconds West 16.00 feet, thence North 89 degrees 55 minutes 50 seconds East 113.91 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

The above described property being subject to an access easement across the Easterly 30.00 feet.

Lot 11, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 71.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 16.00 feet, thence run South 89 degrees 55 minutes 50 seconds West 113.95 feet, thence South 00 degrees 04 minutes 51 seconds West 16.0 feet, thence North 89 degrees 55 minutes 50 seconds East 113.91 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

The above described property being subject to an access easement across the Easterly 30.00 feet.

Lot 12, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 87.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 16.00 feet, thence run South 89 degrees 55 minutes 50 seconds West 113.97 feet, thence South 00 degrees 04 minutes 51 seconds West 16.00 feet, thence North 89 degrees 55 minutes 50 seconds East 113.95 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

The above described property being subject to an access easement across the Easterly 30.00 feet.

Lot 13, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 103.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 16.00 feet, thence run South 89 degrees 55 minutes 50 seconds West 113.98 feet, thence South 00 degrees 04 minutes 51 seconds West 16.00 feet, thence North 89 degrees 55 minutes 50 seconds East 113.97 feet to the POINT OF BEGINNING containing 0.04 acres more or less.

The above described property being subject to an access easement across the Easterly 30.00 feet.

Lot 14, Cedar Pines East

A part of Lot 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 105 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Lot 20, said corner lying on the Westerly right-of-way of White Drive, and run thence North 89 degrees 51 minutes 52 seconds West 113.00 feet, thence run North 00 degrees 08 minutes 08 seconds East 119.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 08 minutes 08 seconds East 31.32 feet, thence run North 89 degrees 54 minutes 19 seconds West 114.01 feet, thence South 00 degrees 04 minutes 51 seconds West 31.0 feet, thence North 89 degrees 55 minutes 50 seconds East 113.98 feet to the POINT OF BEGINNING containing 0.08 acres more or less.

The above described property being subject to an access easement across the asterly 30.00 feet.



DR1180PC1522

Commence at an iron pipe marking the Southeast corner of Lot 20, Block D of White Acres, a subdivision as per map or plat thereof recorded in plat book 2 at page 105 of the Public Records of Leon County, Florida; said point also being the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 0 degrees 18 minutes West along the East property line of said Lot 20, 22.0006 feet; thence run North 89 degrees 51 minutes 51.6 seconds West, 82.977 feet; thence run North 0 degrees 08 minutes 08.4 seconds East, 128.517 feet to the North property line of said Lot 20; thence run North 89 degrees 54 minutes 19 minutes West along the North property line of said Lot 20 60.0 feet; thence run South 0 degrees 08 minutes 08.4 seconds West, 133.474 feet; thence run North 89 degrees 51 minutes 51.6 seconds West, 25 feet; thence run South 0 degrees 08 minutes 08.4 seconds West, 17.0 feet to the South property line of said Lot 20; thence South 89 degrees 51 minutes 51.6 seconds East along the South property line of said Lot 20 168.145 feet to the POINT OF BEGINNING; containing 0.2590 acres more or less and all lying in Section 34, Township 1 North, Range 1 West, Leon County, Florida



EXHIBIT "F"

DR1180PC1523

Cedar Pines Retention Area

A part of Lots 9 and 20, Block "D" of White Acres, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 150 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 20 and run thence North 89 degrees 51 minutes 52 seconds West 212.87 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 51 minutes 52 seconds West 14 feet to the Southwest corner of said Lot 20 (also the Southeast corner of said Lot 9), thence continue North 89 degrees 51 minutes 52 seconds West 31.0 feet, thence run North 00 degrees 04 minutes 31 seconds East 150.0 feet, thence South 89 degrees 54 minutes 19 seconds East 45.0 feet, thence South 89 degrees 51 minutes 52 seconds East 150 feet to the POINT OF BEGINNING containing 6750 square feet more or less.

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PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT



EXHIBIT "G"