

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EASTWOOD

THIS DECLARATION, is made and executed this 11 th day of December, 1987, by BP, Inc., of Tallahassee, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto 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 Eastwood 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 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 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association at the time of the conveyance of

the first Lot consists of the easements depicted on the plat of Eastwood, as recorded in the Public Records of Leon County, Florida. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the numbered lots depicted on the plat of Eastwood, as recorded in the Public Records of Leon County, Florida.

Section 6. "Declarant" shall mean and refer to BP, Inc., of Tallahassee, a Florida corporation, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in

accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration or the date of recording any annexation, whichever is later.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 attorneys' 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 and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ninety and no/100 Dollars (\$90.00) per Lot (\$7.50 per month, per Lot).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all 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, 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 8. Effect of Nonpayment of Assessments: Remedies of

the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The 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 mortgagee 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 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across the roadways and other easement areas depicted on the plat of Eastwood, as recorded in the Public Records of Leon County, Florida. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and

purpose of the easement shall be placed or permitted to remain.

ARTICLE VI

ARCHITECTURAL CONTROL

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

ARTICLE VII

LAND USE, LOT SIZE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half stories in height and such accessory buildings specifically provided for in this Declaration. A manufactured housing unit and mobile or modular home shall be allowed for residential purposes if any such unit or home is approved as to size (provided that such unit or home shall be not less than 24 feet wide and not less than 44 feet long), condition, repair, design and color by the Board of Directors of the Association or a committee appointed by the Board. All such units shall be well maintained and shall be skirted between floor and ground level. The ground floor of any dwelling constructed on Lot, i.e., a dwelling other than a manufactured housing unit or mobile or modular home, shall contain not less than 1,250 square feet for a one-story dwelling and 900

square feet for a dwelling of more than one story, exclusive of garages, carports, porches and decks. Each Lot shall contain not less than 20,000 square feet.

ARTICLE VIII

SUBDIVISION OF LOT

No Lot shall be re-subdivided.

ARTICLE IX

BUILDING, DRIVEWAY AND FENCE LOCATION

No building shall be located on any Lot: nearer than Thirty (30) feet to the front Lot line; nearer than Twenty-Five (25) feet to the rear Lot line; nearer than Ten (10) feet to a side-interior Lot line; or nearer than Fifteen (15) feet to any side street 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 five (5) feet to an interior Lot line except a back-up turnaround pad may be located as near as one (1) foot to a Lot line. No fence shall be located nearer to the front Lot line than the right-of-way boundary of the roadway. The Board of Directors of the Association or an Architectural Control Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE X

ACCESSORY BUILDINGS

No accessory buildings shall be placed or permitted to remain on any Lot other than an accessory building that has been approved by the Board of Directors or an Architectural Control Committee appointed by the Board, provided, that any accessory building shall be located to the rear of any dwelling, shall be fully enclosed and equipped with functioning doors, and shall be no less than ten (10) feet from the rear Lot line.

NUISANCES

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

ARTICLE XII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. The foregoing shall not prevent the use of manufactured housing units or mobile or modular homes which satisfy the conditions and requirements set forth in Articles VII.

ARTICLE XIII

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign, not larger than two feet by three feet (2 x 3) in size, to advertise the property for sale or lease, provided, however, the Declarant shall retain the right to maintain such signs as it may deem necessary in the proper conduct of its operations for the development, improvement and sale of the Properties.

ARTICLE XIV

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XV

RADIO AND TELEVISION ANTENNA

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.

ARTICLE XVI

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 an architectural control committee appointed by the Board.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVIII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The Board of Directors of

the Association or an Architectural Control Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE IX

BOATS, TRAILERS, CAMPERS AND VEHICLES

No Owner of a Lot shall park, store or keep any motor vehicle, boat or recreational vehicle, except wholly within the driveway or attached garage or carport located on the Lot or to the rear of the dwelling located on the Lot. No owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except wholly within a carport, garage or other enclosed structure and except for emergency repairs (and then only to the extent necessary to enable movement to a proper repair facility). Boats, trailers, recreational vehicles and campers shall be parked or stored wholly within the garage or placed behind the dwelling in a manner so that they shall not be visible from any roadway.

ARTICLE XX

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, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and additional lands within the lands described in "Exhibit B" attached hereto and by reference made a part hereof may be annexed by the Declarant without

the consent of any members within five (5) years from the date this Declaration is recorded. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. 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.

Section 5. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Kay Williams
Denny Petrandis

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 Jenny C. Petrandis, to me

BP, INC., OF TALLAHASSEE

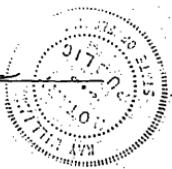
By: Jenny Petrandis
Its: PRESIDENT

known to be the person described as President of BP, INC., OF TALLAHASSEE, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTWOOD HOMEOWNERS ASSOCIATION, INC., and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTWOOD HOMEOWNERS ASSOCIATION, INC. 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 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTWOOD HOMEOWNERS ASSOCIATION, INC. is the act and DEED of that corporation.

WITNESS my hand and official seal in the State and County named above this 11th day of December, 1987.

Kay Williams
NOTARY PUBLIC

My Commission Expires:



Notary Public, State of Florida at Large.
My Commission Expires July 12, 1989.



That part of the $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, lying East of the Chaires-Newport Road, in Section 10, Township 1 South, Range 2 East, containing 17.5 acres, more or less, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and West 10 acres of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 11, Township 1 South, Range 2 East, containing 70 acres, more or less; The $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 14, Township 1 South, Range 2 East, containing 80 acres, more or less. That part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, lying East of the Chaires-Newport Road, in Section 15, Township 1 South, Range 2 East, containing 15 acres, more or less, ALSO: Thirty (30) acres in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 1 South, Range 2 East, as per Deed Book 54, Page 500, of the Public Records of Leon County, Florida, Less and Except, 8.59 acres recorded in Deed Book 267, Page 503 of the public records of Leon County, Florida which reference is hereby expressed. Less and Except: 4.2 acres recorded in Deed Book 168, Page 160 of public records of Leon County, Florida, which reference is hereby expressed. Less and Except: 2.18 acres recorded in Deed Book 228, Page 224 of public records of Leon County, Florida which reference is hereby expressed.

The East 31.67 acres of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section Fourteen(14), Township One (1) South, Range Two (2) East, and the East one-third (1/3) of the $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Fourteen (14), Township One (1) South, Range Two (2) East, above described tracts containing in the aggregate 58.34 acres, more or less.

Less and Except:

Commence at a concrete monument marking the intersection of the North boundary of the $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 1 South, Range 2 East, Leon County, Florida, with the Easterly boundary of the 100 foot right of way of State Road No. 134 (W.W. Kelly Road) said concrete monument also being located 1101.26 feet East of an iron pipe marking the SW Corner of property described in Official Records Book 123, Page 474 of the Public Records of Leon County, Florida, and run thence East along the North boundary of the $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 14 a distance of 300.24 feet to a "T" iron, thence North 00 degrees 03 minutes West 1325.15 feet to an axle, thence North 89 degrees 50 minutes East 166.58 feet to an axle, thence North 00 degrees 04 minutes 10 seconds West 1310.15 feet to an axle, thence North 88 degrees 35 minutes 55 seconds West 854.74 feet to an iron pipe, thence North 89 degrees 27 minutes 01 seconds West 183.93 feet to a concrete monument for the Point of Beginning. From said Point of Beginning continue North 89 degrees 27 minutes 01 seconds West 612.41 feet to a point on the Easterly right of way boundary of said W.W. Kelly Road (State Road No. 134) (100 foot right of way), said point being 2.20 feet East of a concrete monument, said point also being on a curve concave to the Southwesterly, thence Northwesterly along said right of way boundary and said curve with a radius of 1960.08 feet, through a central angle of 19 degrees 17 minutes 51 seconds, for an arc distance of 660.16 feet (the chord of said arc being North 20 degrees 06 minutes 53 seconds West 657.04 feet) to a concrete monument, thence South 89 degrees 27 minutes 13 seconds East 844.21 feet to a concrete monument, thence South 00 degrees 32 minutes 37 seconds West 614.82 feet to the Point of Beginning. containing 10 acres, more or less.

The above described property being more particularly described by metes and bounds as follows:

"EXHIBIT B" page 1

RECORDING NOTICE
Bailment legibility unsatisfactory
not clear reproduction in the public
records.

CLERK OF

GWEN MARSHALL

UNOFFICIAL DOCUMENT

Commence at a concrete monument marking the intersection of the North boundary of the South half of the Southwest Quarter of Section 14, Township 1 South, Range 2 East, Leon County, Florida with the Easterly right of way boundary of the 100 foot right of way of State Road No. 154 (W.W. Kelly Road) said concrete monument also being located 1101.26 feet East of an iron pipe marking the Southwest corner of property described in Official Records Book 123, page 474 of the public records of Leon County, Florida, and run thence East along the North boundary of the South half of the Southwest Quarter of said Section 14 a distance of 300.24 feet to a "T" iron marking the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 02 minutes 28 seconds West 1324.72 feet to a "T" iron, thence North 89 degrees 34 minutes 48 seconds East 165.52 feet to an axle, thence North 00 degrees 01 minutes 21 seconds West 1308.65 feet to an axle, thence North 88 degrees 35 minutes 23 seconds West 855.24 feet to an iron pipe, thence North 89 degrees 28 minutes 14 seconds West 183.75 feet to a concrete monument, thence North 00 degrees 32 minutes 41 seconds East 614.92 feet to a concrete monument, thence North 89 degrees 26 minutes 36 seconds West 844.23 feet to a concrete monument on the Easterly right of way boundary of State Road No. 154 (W.W. Kelly Road) (100 foot right of way), said point lying on a curve concave to the Southwesterly, thence Northwesterly along said right of way curve having a radius of 1960.08 feet, through a central angle of 17 degrees 16 minutes 02 seconds, for an arc distance of 590.71 feet (the chord of said arc being North 38 degrees 23 minutes 22 seconds West 588.47 feet) to a State Road Department concrete monument, thence North 46 degrees 30 minutes 19 seconds West 84.16 feet to a concrete monument, thence leaving said right of way run North 59 degrees 45 minutes 58 seconds East 180.35 feet to a concrete monument, thence North 00 degrees 14 minutes 24 seconds East 800.18 feet to a concrete monument, thence South 89 degrees 51 minutes 05 seconds East along the North boundary of the South Half of the Southeast Quarter of the Southeast Quarter of Section 10, and along the North boundary of the South Half of the Southwest Quarter of the Southwest Quarter of Section 11, 1742.94 feet to an iron axle, thence North 01 degrees 35 minutes 25 seconds East along the West boundary of the Southeast Quarter of the Southwest Quarter of Section 11, 734.81 feet to a concrete monument, thence South 89 degrees 17 minutes 36 seconds East along the North boundary of the Southeast Quarter of the Southwest Quarter and the North boundary of the Southwest Quarter of the Southeast Quarter of Section 11, 2695.36 feet to a concrete monument, thence South 01 degrees 21 minutes 18 seconds East along the East boundary of the Southwest Quarter of the Southeast Quarter of Section 11, 1345.22 feet to a concrete monument, thence South 89 degrees 29 minutes 25 seconds West along the South boundary of the Southwest Quarter of the Southwest Quarter of the Southwestern Quarter of the Southwestern Quarter of Section 11, 1380.44 feet to a concrete monument, thence South 00 degrees 00 minutes 11 seconds East along the East boundary of the West Half of Section 14, 4037.11 feet to a concrete monument, thence North 89 degrees 39 minutes 04 seconds West along the South boundary of the Northeast Quarter of the Southwest Quarter of Section 14, 1129.78 feet to the POINT OF BEGINNING. Lying in parts of Sections 10, 11, 14, and 15, Township 1 South, Range 2 East, Leon County, Florida.

"EXHIBIT B" page 2

RECORDING NOTICE

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