

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
EVENING ROSE**

THIS DECLARATION, made on the date hereinafter set forth by Evening Rose, LLC, a Florida limited liability company (hereinafter referred to as "Declarant"), and those individual property owners listed in **Exhibit A** (hereinafter referred to as "Co-Declarants").

W I T N E S S E T H:

WHEREAS, Declarant and Co-Declarants are the respective owners of certain property in Leon County, State of Florida (collectively, the "Properties"), which is more particularly described on the attached **Exhibit B**; and

WHEREAS, Declarant and Co-Declarants desire that the use of the Properties be limited and restricted for the benefit of the Properties and all owners of the Properties; and

WHEREAS, Declarant and Co-Declarants desire to provide covenants to provide for the perpetual maintenance of the common areas for the benefit of all owners of the Properties.

NOW, THEREFORE, Declarant and Co-Declarants hereby declare that all of the Properties 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 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 **EVENING ROSE HOMEOWNER 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 the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on the attached **Exhibit B**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to each individual lot, created through the subdivision process, within the Properties and any other lot hereafter created within the Properties, except those areas specifically designated as Common Area or Alleyway, or as may be dedicated to a public authority for benefit of the Owners.

Section 5. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association, as well as any easements in favor of the Association, for the common use and enjoyment of the Owners.

Section 6. "Alleyway" shall mean and refer to any private roadway and access easement, as shown on the record plats, which provide ingress and egress to those Lots abutting said Alleyway.

Section 7. "Declarant" shall mean and refer to Evening Rose LLC, its successors and assigns.

ARTICLE II **Property Rights**

Section 1. Owners' Easements of Enjoyment.

(a) 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.

(b) The Owners of those Lots immediately abutting any Alleyway shall have a right and easement for ingress, egress and utilities over, across and through the respective Alleyway which shall be appurtenant to and pass with the title to those Lots.

Section 2. Delegation of Use.

(a) The Common Areas shall be used and enjoyed on a non-exclusive basis by the Owners in common with one another. Their guests and invitees shall also be entitled to use of the Common Areas.

(b) Each Alleyway shall be used and enjoyed on a non-exclusive basis by the Owners of those Lots immediately abutting the Alleyway in common with one another. Their guests and invitees shall also be entitled to use of the respective Alleyway.

ARTICLE III **Membership and Voting Rights**

Section 1. Every Owner of a Lot shall be a member of the Association and every member of the Association shall be entitled to cast a vote for the Board of Directors of the Association. The first election may be held in January of 2011, or, at the discretion of Declarant, when all of the Lots owned by Declarant are sold or conveyed, but not later than December 31, 2012. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners, including Declarant, 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



UNOFFICIAL DOCUMENT

members. However, the vote or votes for such Lot shall be exercised as the persons constituting the Owner determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV Assessments

Section 1. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association as follows:

- (a.) The Owner of each Lot shall pay an annual assessment or charge of \$100.00 for the maintenance and future repair of the Common Areas. This amount shall be adjusted annually based upon the annual change in the Consumers Price Index as published by the U.S. Bureau of Labor Statistics.
- (b.) In addition to the above, each Owner of a Lot abutting an Alleyway shall pay an annual assessment or charge of \$50.00 for the maintenance and future repair of the Alleyway. This amount shall be adjusted annually based upon the annual change in the Consumers Price Index as published by the U.S. Bureau of Labor Statistics.
- (c.) The Owner of each Lot shall pay a special assessment or charge in an amount approved by the Owners of at least two-thirds (2/3) of the Lots within the Properties for necessary or desired maintenance or improvement of the Common Areas if the amount of money then available is insufficient to pay for the maintenance or improvement.
- (d.) The Owner of each Lot abutting an Alleyway shall pay a special assessment or charge in an amount approved by those Owners of at least two-thirds (2/3) of the Lots abutting the respective Alleyway for necessary or desired maintenance or improvement of the Alleyway if the amount of money then available is insufficient to pay for the maintenance or improvement.



Section 2. Purpose of Assessments. The assessments provided herein shall commence on January 1, 2011, and all such assessments, levied and collected by the Association shall be used exclusively for the purposes for which assessed.

Section 3. Notice and Quorum for Any Action Authorized Under Sections 1(c.) and 1(d.). Written notice of any meeting called for the purpose of creating a Special Assessment authorized under Section 1(c.) or 1(d.) shall be sent to all Owners not less than 30 days or 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 the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in this Section 3, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the previously noticed meeting.

Section 4. General Assessments Allocation. Except as herein specified to the contrary, Assessments shall be allocated equally to each Owner.

Section 5. Special Assessment Allocation. Except as herein specified to the contrary, Special Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

Section 6. Commencement of First Assessment. The annual assessments provided for herein shall be due and payable on January 1st of each calendar year. The first annual assessment shall be on January 1, 2011. 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.

Section 7. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Lot, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Declarant set forth in this Declaration. The

lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Declarant, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. Notwithstanding the foregoing, any lender acquiring a Lot through foreclosure shall be liable for unpaid assessments occurring prior to foreclosure to the extent allowed by Florida Statutes. Any sale or transfer pursuant to a foreclosure shall not relieve the owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment there, or the enforcement of collection by means other than foreclosure.

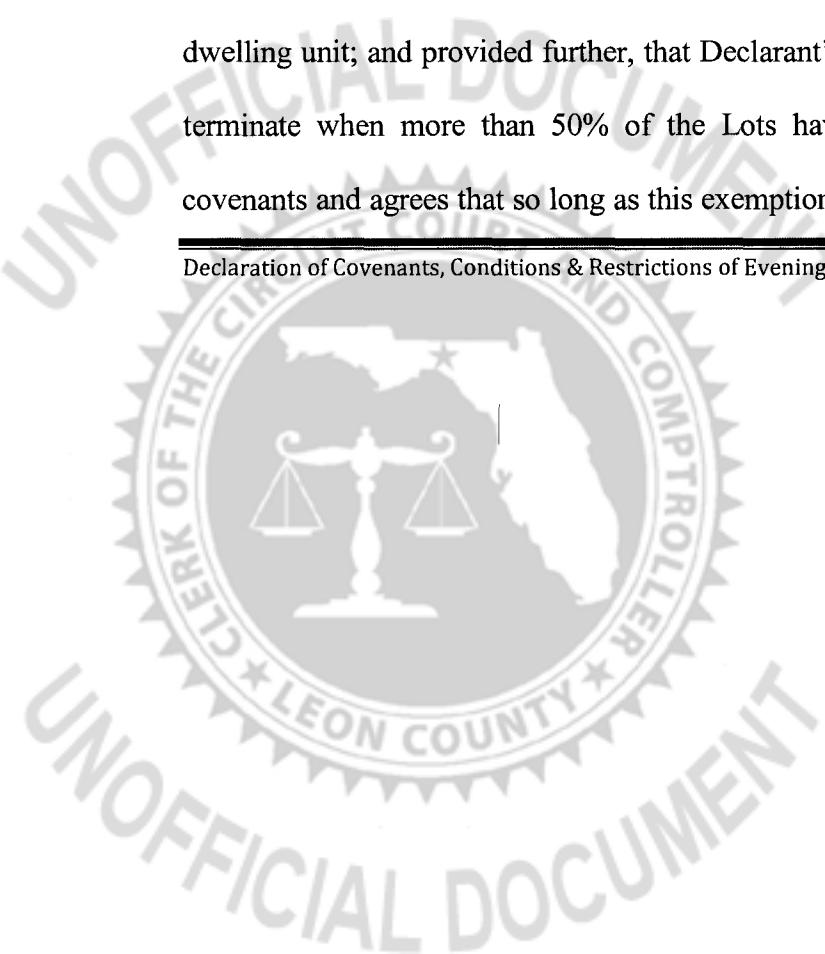
Section 8. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Lot.

Section 9. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right,

but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes.

Section 10. Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant and any mortgagee of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. Further, Declarant shall have the right, but not the obligation, at its sole option, to loan funds to the Association and pay items of operating costs on behalf of the Association. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate determined as of the date such payment was due from Owner, plus 2% plus any costs of collection including, but not limited to, reasonable attorneys, (and paralegals') fees at all levels including appeals, collections and bankruptcy.

Section 11. Right of Declarant. Notwithstanding any other provision contained herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by the Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to Lots owned by Declarant upon which have been constructed a dwelling unit; and provided further, that Declarant's exemption from payment of assessments shall terminate when more than 50% of the Lots have been sold or conveyed. Declarant further covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or



reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against Owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE V **Land Use and Building Type**

No lot shall be used except for residential purposes, which may include such accessory uses and home occupations as allowed by the City of Tallahassee Land Development Code. No structure, improvement or landscaping shall be erected, installed or permitted except as approved by the Architectural Review Committee.

ARTICLE VI **Architectural Review**

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 materials, external design, internal design, and location by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Declarant. In the event the ARC fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to the ARC in accordance with this Declaration, the plans and specifications shall be deemed to have been approved by the ARC. The initial ARC shall be



appointed by the Declarant and shall serve until all lots are sold and transferred by Declarant, after which time the Association's Board of Directors shall designate members of the ARC. In the event any of the initial members resign or become unable to serve prior to the sale, conveyance and improvement to all Lots, Declarant shall appoint a replacement member to the ARC. All notices or submission requests to be given to the ARC shall be in writing delivered by mail to the principal registered office as set forth in the records of the Secretary of State of Florida, Division of Corporations. Two copies of all plans and specifications to be approved shall be submitted to the ARC, and shall include the following:

- (a.) Building plans at $\frac{1}{4}$ " scale showing floor plans, and all elevations.
- (b.) Exterior finish schedule indicating material, color and style.
- (c.) Site plan showing location of all existing and proposed improvements.
- (d.) Landscape plan.

The purpose of this Article providing the ARC with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain value of all Lots and to protect all Lot Owners against the diminution of value resulting from construction of improvements incompatible with the proper development of the Properties. Approval or disapproval of plans and specifications shall be in the sole discretion of the ARC and shall be based upon the following considerations:

- (a.) Harmony of exterior design with existing and proposed improvements to the Lots.
- (b.) General quality in comparison with existing improvements.
- (c.) Location in relation to surrounding improvements.
- (d.) Topographical and natural features of the Lots.

ARTICLE VII

Parking

Each Lot, when developed with a dwelling, shall provide, at a minimum, functional parking on the Lot for two cars. Lots with driveway connections via the front of the lot shall provide an enclosed garage, unless parking is provided on the rear portion of the lot behind the dwelling. In this case parking may be provided in the same manner as a Lot utilizing Alleyway access. Lots utilizing Alleyway access may satisfy the parking requirements with a garage, carport, port-cochere or parking pad, or a combination thereof. All parking plans shall be subject to review and approval of the ARC.

ARTICLE VIII

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 any annoyance or nuisance to the neighborhood.

ARTICLE IX

Signs

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

ARTICLE X

Animals

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animals shall be allowed to free roam and the Owner shall take steps as are necessary to prevent the animal from leaving the Owner's Lot. No dog pen, doghouse or other such structure shall be allowed to remain on any Lot.



ARTICLE XI Recreational Vehicles and Activities

Noboot, trailer, motorcycle, motor home, camper, plane, recreational vehicle nor commercial van or truck may be parked nor stored on any street or any Lot except within an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt condition, shall not be pursued nor undertaken except within an enclosed garage.

ARTICLE XII Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, 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 ARC.

ARTICLE XIII Garbage and Refuse Disposal

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

ARTICLE XIV Maintenance of Common Areas

The Association shall be responsible for all maintenance and repair of all common areas as identified on the Plat, including but not limited to landscaping. This will include landscaping at the storm water detention ponds as identified on the Plat.



ARTICLE XV Easements

The Homeowner's Association Drainage Easements identified on the Plat shall be maintained by the Association. No property owner shall obstruct a drainage easement or otherwise impede the flow of water through the easement. The Association shall be granted any easements necessary over individual properties by Owners to access and maintain the drainage easements.

ARTICLE XVI 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. Failure by the Association or by 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 not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration recordation, after which time they may be extended by the Association for additional twenty (20) year periods in perpetuity. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds (2/3rds) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of



two-thirds vote of each class of members of the Association.

Section 5. Variances. The Declarant shall have the right to grant variances from the provisions of this Declaration so long as the overall integrity of the Properties is not materially altered.

Section 6. Hunting and Firearm Discharge. No hunting or discharge of any firearm shall be allowed within the Properties.

DATED this 23 day of December, 2010.

Signed, sealed and delivered in the presence of:

Sue J. H.

Witness Signature

Susan S. Thompson

Witness Printed Name

EVENING ROSE, LLC

BY: Gary Zins
as PRESIDENT **of**
Evergreen Communities, Inc., its manager

Witness Signature

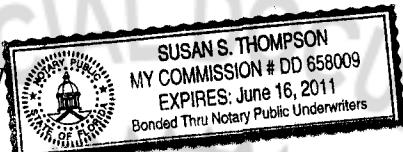
Witness Printed Name

**STATE OF FLORIDA
COUNTY OF LEON**

Executed by Gary Zins **as** PRESIDENT **of** **Evergreen Communities, Inc., manager of Evening Rose, LLC**, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of December, 2010.

[seal]



Sue J. H.

NOTARY PUBLIC

Co-Declarant:

K2 Urbancorp, LLC

Property Address: 1657 Cottage Rose Lane, Tallahassee, FL 32308

Property Address: 1661 Cottage Rose Lane, Tallahassee, FL 32308

Property Address: 1665 Cottage Rose Lane, Tallahassee, FL 32308

Property Address: 1626 Cottage Rose Lane, Tallahassee, FL 32308

Signed, sealed and delivered in the presence of:

Witness Signature

J. DEPART

Witness Printed Name

Witness Signature

SUSAN S THOMPSON

Witness Printed Name

K2 Urbancorp LLC

BY:

Name: Fincher Smith, its manager

**STATE OF FLORIDA
COUNTY OF LEON**

Executed by Fincher Smith as MANAGER of K2 Urbancorp, LLC, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of December, 2010.

[seal]

NOTARY PUBLIC



Co-Declarant:

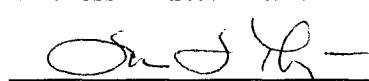
SS & B Katie, LLC

Property Address: 1630 Cottage Rose Lane, Tallahassee, FL 32308

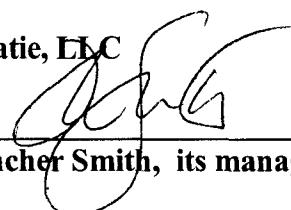
Signed, sealed and delivered in the presence of:


Witness Signature
J. Depart

Witness Printed Name


Witness Signature
Susan S. Thompson

Witness Printed Name


SS & B Katie, LLC

BY:

Name: Fincher Smith, its manager

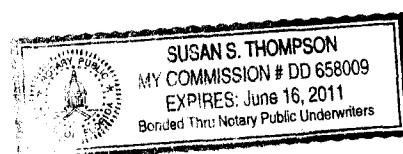
**STATE OF FLORIDA
COUNTY OF LEON**

Executed by Fincher Smith as MANAGER of SS & B Katie, LLC, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of December, 2010.

[seal]


NOTARY PUBLIC



Co-Declarant:

Fincher Smith

Property Address: 1675 Brush Hill Rd., Tallahassee, FL 32308

Signed, sealed and delivered in the presence of:

Su S. Thompson
Witness Signature

SUSAN S THOMPSON
Witness Printed Name

Fincher Smith
BY:
Name: Fincher Smith

J. Deppar
Witness Signature

J. Deppar
Witness Printed Name

STATE OF FLORIDA
COUNTY OF LEON

Executed by Fincher Smith known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Personally known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of December, 2010.

[seal]

S. Thompson
NOTARY PUBLIC

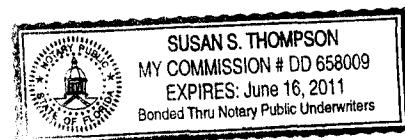


EXHIBIT A
CO-DECLARANTS to the
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
EVENING ROSE

<u>Parcel ID</u>	<u>Street Address</u>	<u>Owner(s)</u>
112838 C0030	1675 Brush Hill Rd., Tallahassee FL 32308	Fincher Smith
112838 F0090	1657 Cottage Rose Ln., Tallahassee, FL 32308	K2 Urbancorp LLC
112838 F0100	1661 Cottage Rose Ln., Tallahassee, FL 32308	K2 Urbancorp LLC
112838 F0110	1665 Cottage Rose Ln., Tallahassee, FL 32308	K2 Urbancorp LLC
112838 H0110	1630 Cottage Rose Ln., Tallahassee, FL 32308	SS & B Katie LLC
112838 H0130	1626 Cottage Rose Ln., Tallahassee, FL 32308	K2 Urbancorp LLC
112838 C0040	1671 Brush Hill Rd., Tallahassee FL 32308	John S. Roberts & Dawn K. Roberts
112838 C0050	1667 Brush Hill Rd., Tallahassee FL 32308	Timothy C. Salmon
112838 C0060	1663 Brush Hill Rd., Tallahassee FL 32308	Shawn Kalbli & Ginerva Kalbli
112838 D0090	1714 Brush Hill Rd., Tallahassee FL 32308	Douglas C. McLeod
112838 F0050	1668 Brush Hill Rd., Tallahassee FL 32308	Lori Pius
112838 F0080	1653 Cottage Rose Ln., Tallahassee, FL 32308	Joshua Adam Harden
112838 F0120	1669 Cottage Rose Ln., Tallahassee, FL 32308	Steven J. Nolan & Pamela D. Robbins
112838 G0020	1647 Brush Hill Rd., Tallahassee FL 32308	Lori A. Kietzer & Rosalie C. Shupe
112838 G0030	1643 Brush Hill Rd., Tallahassee FL 32308	Lori A. Kietzer & Rosalie C. Shupe
112838 G0040	1639 Brush Hill Rd., Tallahassee FL 32308	Nancy Lynn Benavides Walsh & Charles Walsh
112838 H0050	1654 Cottage Rose Ln., Tallahassee, FL 32308	Edward G. Willis & Brandy C. Willis
112838 H0080	1642 Cottage Rose Ln., Tallahassee, FL 32308	Mark A. Campbell & Nicolle Campbell
112838 I0020	1705 Cottage Rose Ln., Tallahassee, FL 32308	Janet Whatley & Pierre Moreau
112838 I0140	1716 Cottage Rose Ln., Tallahassee, FL 32308	Elena Mischenkov



EXHIBIT "A"

PARCEL 1:

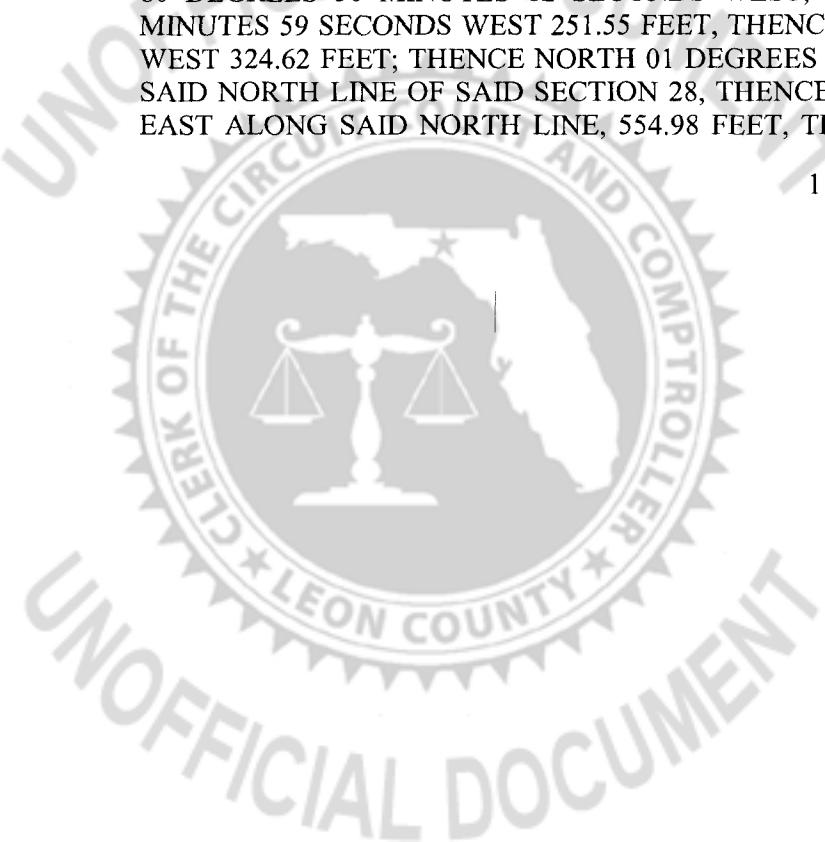
LOTS 1 AND 2, BLOCK "C"; LOTS 1,2,3,4,6 AND 7 LOT "F"; LOTS 1 AND 5, BLOCK "G"; AND LOTS 4,6,7,9,10 AND 12 BLOCK "H" ALL OF EVENING ROSE, PHASE I, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 75 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PARCEL 2:

LOT 16 (TAX ID #1128200100000)

A PORTION OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF SAID SECTION 28 THE FOLLOWING THREE COURSES: SOUTH 89 DEGREES 29 MINUTES 31 SECONDS WEST, 713.51 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 31 SECONDS WEST 562.05 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 25 SECONDS WEST 11.00 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** AND LEAVING SAID NORTH LINE, RUN THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS EAST, 503.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58 DEGREES 18 MINUTES 31 SECONDS FOR AN ARC LENGTH OF 39.69 FEET (CHORD: SOUTH 28 DEGREES 41 MINUTES 51 SECONDS WEST, 38.00 FEET) TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59 DEGREES 09 MINUTES 37 SECONDS FOR AN ARC LENGTH OF 36.14 FEET (CHORD: SOUTH 28 DEGREES 16 MINUTES 18 SECONDS WEST, 34.55 FEET); THENCE SOUTH 01 DEGREES 18 MINUTES 31 SECONDS EAST 58.95 FEET; THENCE SOUTH 86 DEGREES 43 MINUTES 49 SECONDS WEST, 111.22 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 109 DEGREES 03 MINUTES 46 SECONDS FOR AN ARC LENGTH OF 28.55 FEET (CHORD: NORTH 38 DEGREES 44 MINUTES 18 SECONDS WEST, 24.43 FEET); THENCE SOUTH 76 DEGREES 56 MINUTES 15 SECONDS WEST, 57.17 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71 DEGREES 39 MINUTES 38 SECONDS FOR AN ARC LENGTH OF 18.76 FEET (CHORD: SOUTH 51 DEGREES 46 MINUTES 42 SECONDS WEST 17.56 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 07 MINUTES 18 SECONDS FOR AN ARC LENGTH OF 138.21 FEET (CHORD: NORTH 88 DEGREES 19 MINUTES 50 SECONDS WEST, 138.09 FEET); THENCE NORTH 84 DEGREES 16 MINUTES 11 SECONDS WEST, 190.92 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96 DEGREES 00 MINUTES 55 SECONDS FOR AN ARC LENGTH OF 24.14 FEET (CHORD: NORTH 36 DEGREES 15 MINUTES 43 SECONDS WEST, 22.30 FEET); THENCE NORTH 86 DEGREES 15 MINUTES 45 SECONDS WEST 45.44 FEET TO A POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2022.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 06 SECONDS FOR AN ARC LENGTH OF 75.36 FEET (CHORD: SOUTH 10 DEGREES 40 MINUTES 41 SECONDS WEST 75.36 FEET); THENCE NORTH 80 DEGREES 50 MINUTES 12 SECONDS WEST, 104.28 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST 251.55 FEET, THENCE SOUTH 88 DEGREES 48 MINUTES 25 SECONDS WEST 324.62 FEET; THENCE NORTH 01 DEGREES 12 MINUTES 00 SECONDS WEST 381.87 FEET TO SAID NORTH LINE OF SAID SECTION 28, THENCE NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE, 554.98 FEET, THENCE LEAVING SAID NORTH LINE, SOUTH 00



DEGREES 45 MINUTES 41 SECONDS EAST 205.23 FEET, THENCE NORTH 89 DEGREES 11 MINUTES 11 SECONDS EAST 208.72 FEET, THENCE NORTH 00 DEGREES 49 MINUTES 00 SECONDS WEST 206.99 FEET TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 42 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 300.68 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN EASEMENT OVER THE FOLLOWING:

LOT 3 FUTURE RIGHT-OF-WAY (TAX ID #1128200100001)

A PORTION OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE ALONG THE NORTH LINE OF SAID SECTION 28 THE FOLLOWING THREE COURSES:

SOUTH 89 DEGREES 29 MINUTES 31 SECONDS WEST 713.51 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 31 SECONDS WEST 562.05 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 25 SECONDS WEST 11.00 FEET; THENCE LEAVING SAID NORTH LINE RUN THENCE SOUTH 00 DEGREES 27 MINUTES 25 SECONDS EAST 269.86 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** RUN THENCE NORTH 89 DEGREES 32 MINUTES 35 SECONDS EAST 283.37 FEET, THENCE SOUTH 50 DEGREES 28 MINUTES 25 SECONDS EAST 198.88 FEET TO A POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 53.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49 DEGREES 35 MINUTES 12 SECONDS FOR AN ARC LENGTH OF 46.30 FEET (CHORD: SOUTH 65 DEGREES 39 MINUTES 10 SECONDS EAST 44.87 FEET); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY BOUNDARY OF CAPITAL CIRCLE NORTHEAST (RIGHT-OF-WAY VARIES) THENCE SOUTH 01 DEGREES 03 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY BOUNDARY, 66.01 FEET, THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY BOUNDARY NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 321.87 FEET; THENCE SOUTH 72 DEGREES 27 MINUTES 30 SECONDS WEST 52.33 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHESTERLY HAVING A RADIUS OF 53.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 123 DEGREES 48 MINUTES 48 SECONDS FOR AN ARC LENGTH OF 115.61 FEET (CHORD: NORTH 57 DEGREES 08 MINUTES 14 SECONDS WEST 94.39 FEET); THENCE NORTH 50 DEGREES 28 MINUTES 25 SECONDS WEST 157.84 FEET, THENCE SOUTH 89 DEGREES 32 MINUTES 35 SECONDS WEST 261.53 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 25 SECONDS WEST 75.00 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, BLOCK "H", EVENING ROSE, PHASE 1, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 75, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND THENCE RUN NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST A DISTANCE OF 251.55 FEET, THENCE RUN SOUTH 88 DEGREES 48 MINUTES 25 SECONDS WEST A DISTANCE OF 24.62 FEET, THENCE RUN NORTH 10 DEGREES 10 MINUTES 47 SECONDS WEST A DISTANCE OF 108.67 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** RUN SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST A DISTANCE OF 41.00 FEET, THENCE RUN NORTH 01 DEGREES 17 MINUTES 20 SECONDS WEST A DISTANCE OF 130.00 FEET, THENCE RUN NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 41.00 FEET, THENCE RUN SOUTH 01 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO AND TOGETHER WITH AN ACCESS EASEMENT OVER AND ACROSS THE SOUTH 22 FEET OF THE ABOVE DESCRIBED PROPERTY.

ALL OF LOT 2, BLOCK "I" OF EVENING ROSE, PHASE 1, UNIT 1, AN UNRECORDED SUBDIVISION, ALSO A PORTION OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE ALONG THE NORTH LINE OF SAID SECTION 28 THE FOLLOWING FOUR COURSES:

SOUTH 89 DEGREES 29 MINUTES 31 SECONDS WEST 713.51 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 25 SECONDS WEST 873.77 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 05 SECONDS WEST 208.53 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST 71.00 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** RUN THENCE SOUTH 01 DEGREES 17 MINUTES 20 SECONDS EAST 100.00 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST 70.00 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 20 SECONDS WEST 100.00 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST 70.00 FEET TO THE **POINT OF BEGINNING**.

LOT 9, BLOCK "D" OF EVENING ROSE, PHASE 1, UNIT 1 (UNRECORDED):

ALL OF LOT 9, BLOCK "D" OF EVENING ROSE, PHASE 1, UNIT 1, AN UNRECORDED SUBIDISION, ALSO A PORTION OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE ALONG THE NORTH LINE OF SAID SECTION 28 THE FOLLOWING TWO COURSES:

SOUTH 89 DEGREES 29 MINUTES 31 SECONDS WEST 713.51 FEET, THENCE SOUTH 88 DEGREES 42 MINUTES 25 SECONDS WEST 742.62 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 253.91 FEET TO THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** RUN THENCE SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 34.49 FEET TO A POINT OF CURVE TO THE RIGHT, AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85 DEGREES 45 MINUTES 46 SECONDS FOR AN ARC LENGTH OF 22.45 FEET (CHORD: SOUTH 42 DEGREES 25 MINUTES 34 SECONDS WEST 20.41 FEET) TO A POINT OF COMPOUND CURVE, AND HAVING A RADIUS OF 2977.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC LENGTH OF 103.94 FEET (CHORD: SOUTH 86 DEGREES 18 MINUTES 28 SECONDS WEST 103.93 FEET); THENCE NORTH 02 DEGREES 28 MINUTES 50 SECONDS WEST 14.99 FEET TO A POINT OF CURVE TO THE RIGHT AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 34 MINUTES 16 SECONDS FOR AN ARC LENGTH OF 32.54 FEET (CHORD: NORTH 34 DEGREES 48 MINUTES 18 SECONDS EAST 30.29 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT, AND HAVING A RADIUS OF 41.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 33 MINUTES 59 SECONDS FOR AN ARC LENGTH OF 26.88 FEET (CHORD: NORTH 53 DEGREES 18 MINUTES 27 SECONDS EAST 26.40 FEET); THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS EAST 79.41 FEET TO THE **POINT OF BEGINNING**.

