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RECORDS OF LEON CO. FLA.

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PAUL F. HARRISFIELD  
CLERK OF CIRCUIT COURT

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF GROVE COURT

THIS DECLARATION, made and executed this 7th day of May,  
1982, by MICHAEL C. PAQUE and MARYANNE B. PAQUE, husband and  
wife, of Leon County, Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Leon  
County, Florida, which is more particularly described as:

Commence at the Northeast corner of Lot 85 of Long  
Grove Addition to Tallahassee, recorded in Deed Book  
BB, Page 592 in the Public Records of Leon County,  
Florida, said point being the intersection of the  
Southerly right-of-way of Fourth Avenue and the Wester-  
ly right-of-way of Duval Street and run thence along  
the Southerly right-of-way of Fourth Avenue South 89  
degrees 36 minutes West 86.25 feet to the POINT OF  
BEGINNING. From said POINT OF BEGINNING continue South  
89 degrees 36 minutes West along said right-of-way  
86.25 feet, thence leaving said right-of-way run South  
00 degrees 17 minutes West 136.0 feet, thence North 89  
degrees 36 minutes East 86.25 feet, thence North 00  
degrees 17 minutes East 136.0 feet to the POINT OF  
BEGINNING;

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Grove  
Court 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.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, 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 to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Commence at the Northeast corner of Lot 85, Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue, South 89 degrees 36 minutes West 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right-of-way 24.25 feet, thence leaving said right-of-way run South 00 degrees 17 minutes West 136.0 feet, thence North 89 degrees 36 minutes East 24.25 feet, thence North 00 degrees 17 minutes East 136.0 feet to the POINT OF BEGINNING.

Section 5. "Lot" shall mean and refer to any of those parcels of land described in Exhibit "A" attached hereto and incorporated herein.

Section 6. "Declarant" shall mean and refer to MICHAEL C. PAQUE and MARYANNE B. PAQUE, his wife, their 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

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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. No such dedication or transfer 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

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

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.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to use of two automobile parking spaces, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling. The parking spaces shall not be used for any purpose other than parking motor vehicles used on a regular basis by the owners or their guests and invitees. Notwithstanding anything contained herein to the contrary, the parking spaces shall not be used for parking or keeping any motor vehicle that is not operative and used by an owner for transportation, a recreational vehicle, a boat or other water vessel, or a travel trailer.

### 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

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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. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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) on December 31, 1984.

#### 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 attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the

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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 One Hundred dollars (\$100.00) 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 maximum 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 fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement 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.

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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 majority of all the votes of each class of membership shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all 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. 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.

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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. 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

##### EXTERIOR MAINTENANCE

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

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior

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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

##### 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 VIII

##### 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.

#### 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 five square feet to advertise the property for sale or lease.

#### ARTICLE X

##### GARBAGE AND REFUSE DISPOSAL

Trash, garbage or other waste shall not be allowed to accumulate on the Properties and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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#### ARTICLE XI

##### RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of the Properties unless such installation and the size 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 XII

##### 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 XIII

##### LIVESTOCK AND POULTRY

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.

#### ARTICLE XIV

##### 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 in no

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wise 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 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. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and (b) Any additional portion of the following described property located in Leon County, Florida, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument:

The North 51 feet of Lot 82 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, and the South 17 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

AND ALSO:

The North 68 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

AND ALSO:

That portion of the East Half of a 15-foot alley which lies West of and Adjacent to the two (2) above described parcels.

Any such annexation shall subject said land to these Declarations, Restrictions and Covenants and each Lot (and the Owners thereof) in such annexed area shall have the same rights, benefits, obligations and duties as the lands herein subjected to these Declarations, Restrictions and Covenants.

Section 5. FHA/VA Approval. In the event an initial purchaser of a Lot obtains FHA/VA financing for the purchase, the following

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actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as long as there is a Class B membership: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Susan Garrison

Michael C. Paque  
MICHAEL C. PAQUE

WITNESSES:

Susan Garrison

Maryanne B. Paque  
MARYANNE B. PAQUE

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 MICHAEL C. PAQUE to me known to be the person described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, 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 7th day of May, 1982.

Susan Garrison  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida #11707

My Commission Expires: 1-26-85

Board of Peerless Notaries, Inc., Inc.

1-26-85

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 MARYANNE B. PAQUE to me known to be the person described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 7th day of May, 1982.

Susan Garrison  
NOTARY PUBLIC

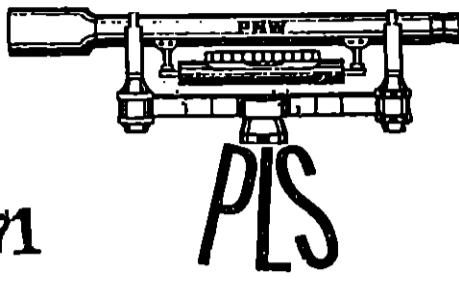
Notary Public, State of Florida - At Large  
My Commission Expires: 1-26-85

Board of Peerless Notaries, Inc., Inc.

My Commission Expires:

11 PENNINGTON, WILKINSON, GARY & DUNLAP TALLAHASSEE, FLORIDA 32303 1-26-85

**PAUL N. WILLIAMSON**  
**PROFESSIONAL LAND SURVEYOR**  
**P.O. Box 3067 • Tallahassee, Florida 32303**



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UNIT - 1

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right-of-way 62.0 feet, thence leaving said right-of-way run South 00 degrees 17 minutes West 36.5 feet, thence North 89 degrees 36 minutes East 62.0 feet, thence North 00 degrees 17 minutes East 36.5 feet to the POINT OF BEGINNING.

Subject to an access easement across the Northerly and Westerly 5 feet.

Also; Subject to a 10 foot electrical and telephone easement.

*Paul N. Williamson*  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

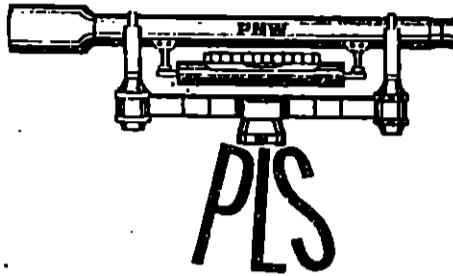
Job No: 80-109  
PSR No: 2731  
Date: April 30, 1982  
Revised: May 4, 1982

**EXHIBIT "A"**  
Page 1

MEMBER OF THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS, FOUNDED 1955

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**PAUL N. WILLIAMSON**  
**PROFESSIONAL LAND SURVEYOR**  
**P.O. Box 3067 • Tallahassee, Florida 32303**



UNIT - 2

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet, thence leaving said right-of-way run South 00 degrees 17 minutes West 36.5 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 89 degrees 36 minutes West 62.0 feet, thence South 00 degrees 17 minutes West 21.0 feet, thence North 89 degrees 36 minutes East 62.0 feet, thence North 00 degrees 17 minutes East 21.0 feet to the POINT OF BEGINNING.

Subject to an access easement across the Westerly 5.0 feet.

Also; Subject to a 10 foot electrical and telephone easement.

Paul N. Williamson  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

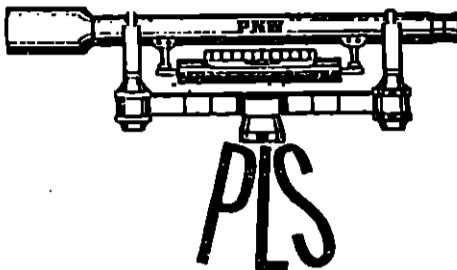
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Page 2

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**PAUL N. WILLIAMSON**  
**PROFESSIONAL LAND SURVEYOR**  
**P.O. Box 3067 • Tallahassee, Florida 32303**



UNIT - 3

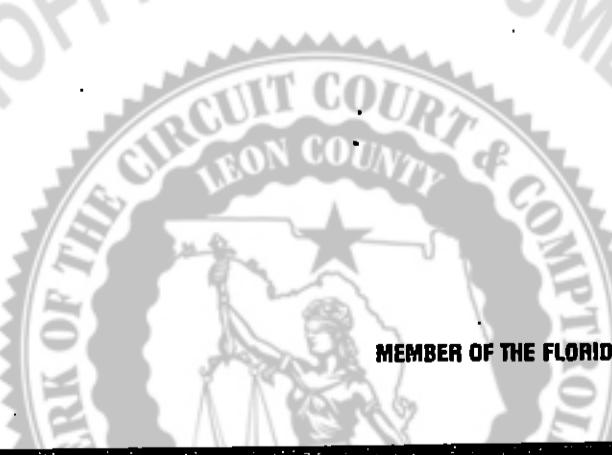
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Subject to an access easement across the Westerly 5.0 feet.

Also; Subject to a 10 foot electrical and telephone easement.

  
\_\_\_\_\_  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

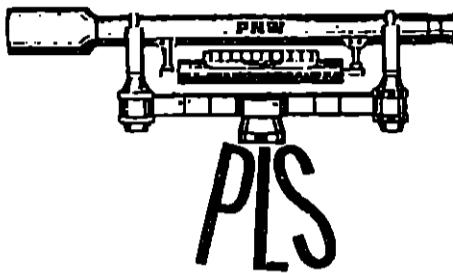
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**PAUL N. WILLIAMSON**  
**PROFESSIONAL LAND SURVEYOR**  
**P.O. Box 3067 • Tallahassee, Florida 32303**



Unit - 4

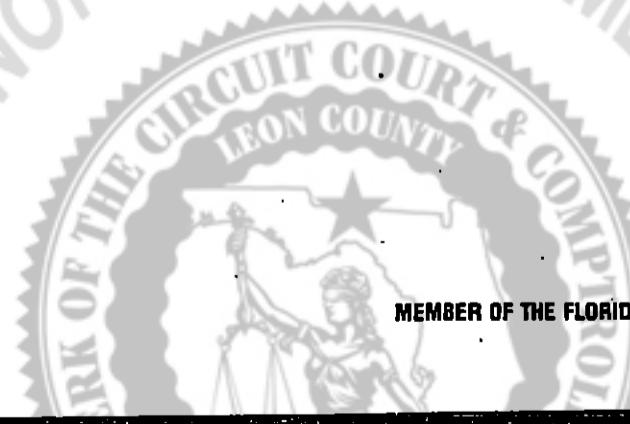
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Subject to an access easement across the Westerly 5.0 feet.

Also; subject to a 10 foot electrical and telephone easement.

  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

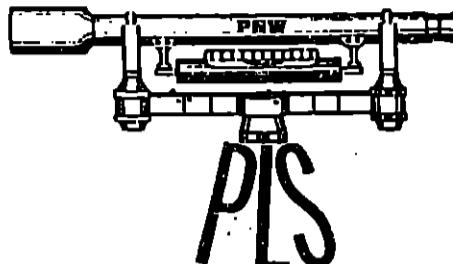
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**PAUL N. WILLIAMSON**  
**PROFESSIONAL LAND SURVEYOR**  
**P.O. Box 3067 • Tallahassee, Florida 32303**



UNIT - 5

Commence at the Northeast corner of Lot 85, of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet, thence leaving said right-of-way run South 00 degrees 17 minutes West 99.5 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 89 degrees 36 minutes West 62.0 feet, thence South 00 degrees 17 minutes West 36.5 feet, thence North 89 degrees 36 minutes East 62.0 feet, thence North 00 degrees 17 minutes East 36.5 feet to the POINT OF BEGINNING.

Subject to an access easement across the Westerly and Southerly 5.0 feet.

Also; subject to a 10 foot electrical and telephone easement.

*Paul Williamson*  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

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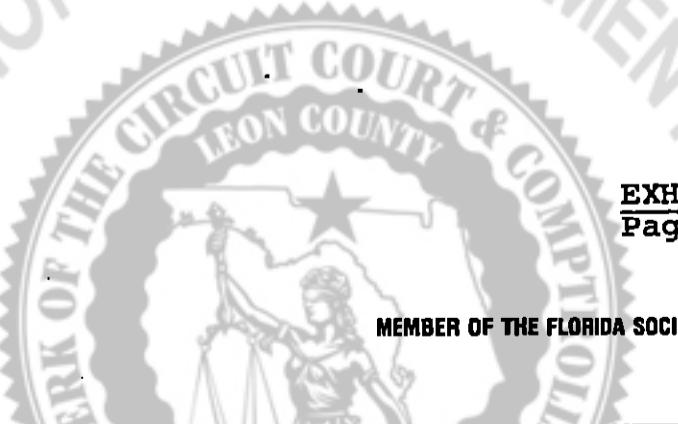


EXHIBIT "A"  
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