

HUNTERS CROSSING
DECLARATION

0101861177

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ROBERT E. CARTER,
hereinafter referred to as "Declarant".

WITNESSETH

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

See Schedule "A" attached hereto and incorporated
herein for legal description.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
FEB 10 2 21 PM 1982
PAUL F. HANSFIELD
CLERK OF CIRCUIT COURT

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hunters Crossing Homeowner's
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.

THIS INSTRUMENT PREPARED BY

W. TAYLOR MOORE

ATTORNEY - AT - LAW

P. O. Box 507

Tallahassee, Florida 32302

LAW OFFICES

Moore & Harris

PROFESSIONAL ASSOCIATION

POST OFFICE BOX 507

TALLAHASSEE, FLORIDA 32302

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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 last lot is described as all areas, including roadways, not designed to be owned by individual lot owners, as they are conveyed to the Association by the Declarant from time to time. Declarant covenants and agrees to convey such areas as are shown on the proposed lot lay-out prepared by Broward Davis & Associates, Inc. as each section is developed.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any map of the Properties, which is designed to be for a single residence and which is not Common Area.

Section 6. "Declarant" shall mean and refer to Robert E. Carter, his 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

USE RESTRICTIONS

Section 1. Residential Only. No lot shall be used except for residential purposes.

Section 2. Conformance With Zoning. All structures constructed on a lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the lot in conformance with it's requirements.

Section 3. Temporary Residence Prohibited. No Structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Boats, trailers, campers or other vehicles shall be parked or stored within the garage or in such other areas as may be designated by the Homeowners Association.

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Section 4. The main floor area of the main structure, exclusive of one-story porches, garages, carports and patios shall not be less than 1400 square feet of heated and/or cooled area for a one story building.

In the event a residence contains more than one story, the ground floor must contain not less than 1000 square feet of heated and/or cooled area.

Section 5. Fences. No fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than two (2) inches to an interior lot line. No fence or hedge shall be erected or maintained on the property of the subdivision which unreasonably restricts or blocks the view from adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type and design and location thereof shall have been approved in writing by the Architectural Control Committee.

Section 6. Nuisances. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

Section 7. Animals Prohibited. 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 purposes.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during construction and sales of such building.

Section 9. Rubbish. 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 the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

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Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and across all Common Areas and in all set-back areas. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right, but not the obligation, to maintain or improve any easement, drainage area or lake at anytime.

Section 11. No Business Conducted. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

Section 12. Minerals. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 13. Mailboxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner and the Declarant, so long as he owns any of the properties or any adjoining property, shall have a right and easement of enjoyment in and to the Common Area which shall be apurtenant 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. 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.

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 IV

MEMBERSHIP AND VOTING

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. 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 he 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 June 30, 1990.

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Section 3. If additional properties are added at anytime, membership shall be apportioned according to the above formula as though the additional property was originally part of the whole.

ARTICLE V

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 therefore, 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 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 improvements and maintenance of the Common Area.

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 Three Hundred and No/100 Dollars (\$300.00) 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 10% 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

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increased above 10% 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 but 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. Limited Special Assessment for Maintenance of Buildings. Assessments for the maintenance of the exterior may be made on a cluster basis, should some buildings weather sooner than others and in that event only those owners in the buildings affected shall be assessed for said maintenance. In addition, should a majority of the owners in any one cluster feel that their building is in need of exterior maintenance they may petition the Association, in writing, to assess for said maintenance. An exterior stain or trim change must be approved in writing by the Architectural Control Committee.

Section 6. Notice and Quorum for any action authorized under Section 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 7. 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 8. 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 assessments 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

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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 9. 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 10 percent 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.

Section 9. Subordination of the Lien to Mortgages. The lien of 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, 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.

ARTICLE V

PARTY WALLS

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

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

Section 3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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 complied with.

ARTICLE VII
GENERAL PROVISIONS

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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.

The prevailing party in any such action shall be entitled to recover in addition to costs and disbursements allowed by such sum as the court may adjudge to be reasonable to the services of its attorney.

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

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.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the total voting rights outstanding. Notwithstanding the foregoing, the Declarant may annex adjoining property so long as it meets the Cluster Housing requirements of the Tallahassee Leon County Planning Department at any time.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of FEBRUARY, 1982.

WITNESSES:

Janice L. Morgan
W. J. Smith

DECLARANT:
Robert E. Carter (SEAL)
ROBERT E. CARTER

STATE OF FLORIDA
COUNTY OF LEON

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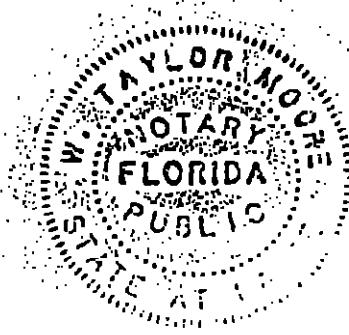
The foregoing instrument was acknowledged before me this 3rd
day of February, 1982, by ROBERT E. CARTER the DECLARANT.

W. Johnson
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires Feb. 17, 1984
Bonded By American Fire & Casualty Company

2/17/84

My Commission Expires: _____



BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA

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BROWARD P. DAVIS, P.L.S.
LARRY E. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
JANET M. JACKSON, P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, E.L.

February 4, 1982

HUNTERS CROSSING UNIT NO. 1

Overall Boundary

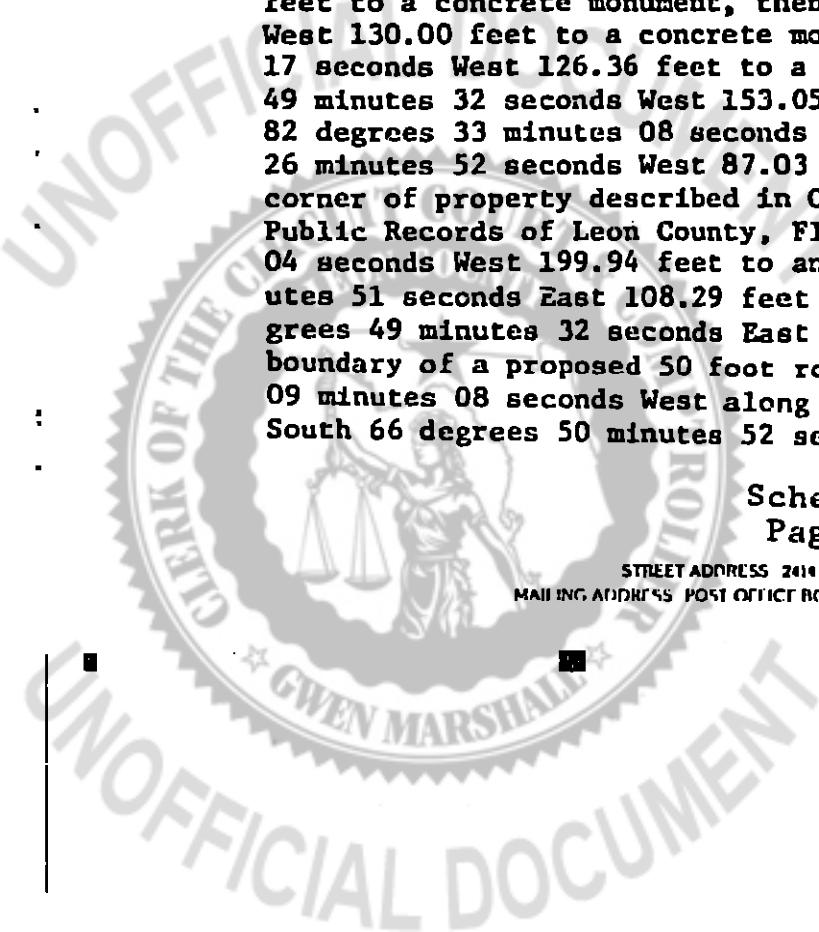
I hereby certify that the legal description shown hereon meets the minimum requirements adopted by F.S.B.L.S.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of Lot 18, Block "N" of Lakeshore Estates Unit No. 5 as recorded in Plat Book 8, Page 35 of the Public Records of Leon County, Florida, and run South 88 degrees 21 minutes 02 seconds West 1080.84 feet to a concrete monument on the South boundary of property described in Official Records Book 64, Page 310 of the Public Records of Leon County, Florida, (said concrete monument being located 2496 feet East of the Northwest corner of Section 12, Township 1 North, Range 1 West, Leon County, Florida), thence South 00 degrees 52 minutes 59 seconds East along the East boundary of the West 2496 feet of said Section 12 a distance of 1295.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 52 minutes 59 seconds East along said East boundary 296.92 feet, thence South 89 degrees 07 minutes 01 second West 261.00 feet to a concrete monument, thence North 86 degrees 06 minutes 11 seconds West 94.12 feet to a concrete monument, thence South 88 degrees 13 minutes 22 seconds West 130.00 feet to a concrete monument, thence North 86 degrees 09 minutes 17 seconds West 126.36 feet to a concrete monument, thence North 76 degrees 49 minutes 32 seconds West 153.05 feet to a concrete monument, thence South 82 degrees 33 minutes 08 seconds West 73.10 feet, thence North 07 degrees 26 minutes 52 seconds West 87.03 feet to an iron pipe marking the Northeast corner of property described in Official Records Book 422, Page 100 of the Public Records of Leon County, Florida, thence North 06 degrees 11 minutes 04 seconds West 199.94 feet to an iron pipe, thence North 86 degrees 43 minutes 51 seconds East 108.29 feet to a concrete monument, thence South 76 degrees 49 minutes 32 seconds East 273.84 feet to the Westerly right of way boundary of a proposed 50 foot roadway (Remington Run), thence South 23 degrees 09 minutes 08 seconds West along said right of way boundary 50.52 feet, thence South 66 degrees 50 minutes 52 seconds East 50.00 feet to the Easterly right

Schedule "A-1"
Page 1

STREET ADDRESS 2411 MARIAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS POST OFFICE BOX 12341 • TALLAHASSEE, FLORIDA 32304 • (904) 673-4194



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HUNTERS CROSSING UNIT NO. 1
Overall Boundary
February 4, 1982
Page No. 2

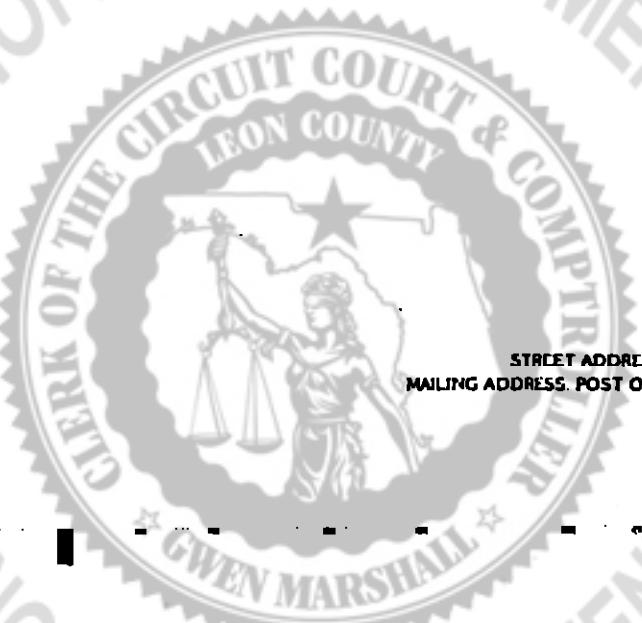
of way boundary of said Remington Run, thence North 23 degrees 09 minutes 08 seconds East along said right of way boundary 48.70 feet to a concrete monument, thence North 88 degrees 13 minutes 22 seconds East 125.00 feet to a concrete monument, thence North 64 degrees 18 minutes 04 seconds East 141.55 feet to a concrete monument, thence North 89 degrees 07 minutes 01 second East 45.00 feet to a concrete monument, thence South 00 degrees 52 minutes 59 seconds East 11.00 feet to a concrete monument, thence North 89 degrees 07 minutes 01 second East 143.00 feet to the POINT OF BEGINNING; containing 5.32 acres, more or less.

L. P. Dowling
LEE P. DOWLING
Registered Florida Land Surveyor, No. 2661

BPD #60-036
PSR #1681

Schedule "A-1"
Page Two

STREET ADDRESS: 2414 MAHAN DRIVE (CASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32308 • (904) 878-4195



ENTRANCE AREA OFF LAKESHORE DIRVE

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Commence at the Northwest corner, also being the most Northerly corner of Lot 1, Block B of Lakeshore Estates, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, and run thence North 32 degrees 47 minutes 30 seconds East 60.0 feet to the Northeasterly boundary of the 60.0 foot right of way of Lakeshore Drive, thence along the Northeasterly and Easterly right of way boundary of said Lakeshore Drive as follows: North 57 degrees 12 minutes 30 seconds West 94.07 feet to a point of curve to the left, thence Northwesterly along said curve to the left, with a radius of 2894.83 feet, through a central angle of 02 degrees 38 minutes 30 seconds an arc distance of 133.47 feet, thence North 60 degrees 04 minutes West (with a bearing equation of 00 degrees 13 minutes left) 112.71 feet to a point of curve to the right, thence Northwesterly along said curve to the right, with a radius of 256.48 feet, through a central angle of 30 degrees 36 minutes an arc distance of 136.98 feet, thence North 29 degrees 28 minutes West 221.01 feet to a point of curve to the right, thence Northwesterly along said curve to the right with a radius of 542.96 feet, through a central angle of 14 degrees 40 minutes for an arc distance of 139.0 feet thence Northwesterly along said curve to the right with a radius of 542.96 feet, through a central angle of 05 degrees 23 minutes for an arc distance of 51.0 feet, thence North 09 degrees 25 minutes West 120.83 feet to a point of curve to the right, thence Northwesterly along said curve to the right with a radius of 5699.65 feet, through a central angle of 03 degrees 27 minutes for an arc distance of 343.20 feet to a point if reverse curve, thence Northwesterly along said curve to the left with a radius of 1175.93 feet, through a central angle of 13 degrees 43 minutes an arc distance of 281.52 feet, thence North 19 degrees 41 minutes West 93.57 feet to a point of curve to the right, thence Northerly along said curve to the right with a radius of 686.2 feet, through a central angle of 7 degrees 33 minutes for an arc distance of 90.43 feet to an iron pipe which is the POINT OF BEGINNING. From said point of beginning continue Northerly, along said curve an arc distance of 111.00 feet thru a central angle of 9 degrees 16 minutes, thence North 2 degrees 51 minutes West 39.55 to a point of curve to the left, thence continue Northerly along said curve with a radius of 5759.51 feet for an arc distance of 49.45 feet to an iron pipe marking the Southwest corner of land of E. L. Odom appearing of record in O. R. Book No. 58, Page 137 of the Public Records of Leon County, Florida, thence leaving the Easterly right-of-way line of said Lakeshore Drive and along the Southern line of said Odom land, North 84 degrees 31 minutes East 303.9 feet to an iron pipe, thence South 05 degrees 18 minutes East 200.00 feet to an iron pipe, thence South 84 degrees 35 minutes West 303.7 feet to the Point of Beginning, containing 1.39 acres.

"Schedule A-2"

