

OR 1980 PG 1177

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This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson & Shaw  
3520 Thomasville Road - 4th Floor  
Tallahassee, Florida 32308-3469

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

KILLEARN COMMONS PHASE II  
HOMEOWNERS ASSOCIATION, INC.  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
CAPITAL FIRST HOLDINGS, INC., a Florida corporation, hereinafter  
referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in  
Leon County, Florida, more particularly described on Exhibit "A"  
attached hereto; and

WHEREAS, Declarant is desirous of creating and maintaining a  
residential neighborhood upon said property and it is to the  
interest, benefit and advantage of those who hereafter purchase and  
own individual lots in said neighborhood that certain protective  
covenants and restrictions be adopted to govern and regulate the  
development, use and occupancy of such lots;

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, developed, 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 party thereof, their  
heirs, successors and assigns, and shall inure to the benefit of  
each owner thereof.

ARTICLE I  
DEFINITIONS

1. "Association" shall mean and refer to KILLEARN COMMONS  
PHASE II HOMEOWNERS ASSOCIATION, INC., which shall be a Florida  
non-profit corporation, its successors and assigns.

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, but excluding those having such  
interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to these or similar covenants and restrictions.

4. "Lot" shall mean those parcels of land within the Properties which have been designated for single family development. Such lot shall be the area which is designated for one living unit.

5. "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from any property line that a structure may be located.

6. "Declarant" shall mean Capital First Holdings, Inc., its grantors, successors and assigns.

7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association.

8. "By-Laws" shall mean the By-laws of the Association.

9. "Directors" shall mean the directors of the Association.

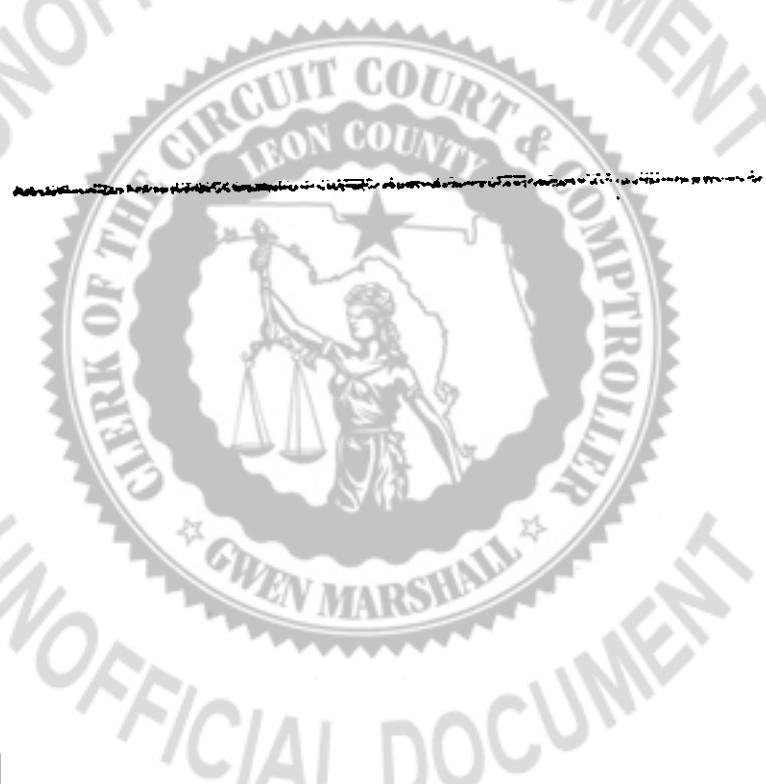
10. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties pursuant to these covenants, the By-laws and the Rules and Regulations adopted by Association.

11. "Committee" shall mean and refer to the Killearn Commons Architectural Control Committee.

## ARTICLE II USE RESTRICTIONS

1. **Residential Only.** The Declarant intends for the Properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. All lots in Killearn Commons are single family lots, as defined in Section 4, Article 1 herein. The Declarant or builder or owner of 20 or more lots may, however, use and develop a Lot or Lots as a model homesite and for display and sales offices.

2. **Conformity 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 conformity with its requirements.



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3. **Temporary Residences Prohibited.** No structure of a temporary character, such as, but not limited to, a mobile home, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4. **Dwelling Quantity and Size.** The total floor area of the main structure, exclusive of porches, garages, carports and patios shall not be less than 1100 square feet.

5. **Animals.** No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. The Association may adopt and implement regulations and rules governing pets within the Properties.

7. **Signs.** No signs 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 a sign used by builder to advertise the property during construction and sales. Signs must be approved in writing by the Architectural Control Committee.

8. **Antennas.** Exterior radio, television and other types of antenna installations must be approved in writing by the Architectural Control Committee.

9. **Air Conditioning Units.** The location of all exterior heating and/or air conditioning compressors, or other machinery or equipment installed after sale of any Lot by the Declarant shall be submitted for approval by the Architectural Control Committee prior to installation. Window units will not be approved.

10. **Mail Boxes.** The Architectural Control Committee must approve all mailboxes. It is the intent of Association to have all mailboxes uniform in appearance.

11. **Fences.** No Fences shall be closer to the front property line than the rear corners of the house, all fences must be constructed of wood or masonry and shall not exceed 6' in height. Fences must be approved in writing by the Architectural Control Committee.

12. **Recreational Vehicles.** All boats, trailers and other recreational type vehicles or trailers which cannot be stored in the garage must be stored offsite. In no case shall any vehicle be stored or parked in the yard.

13. **Commercial Vehicles.** No commercial vehicles larger than a standard pickup truck or van may be parked on the property or the street in front of the property by the owner, resident or guest of

Killearn Commons. No commercial advertisements shall be displayed on any vehicle unless the vehicle is stored in the garage.

14. Landscaping.

- a. Landscaping plans. Every lot on which a building is constructed shall be landscaped in accordance with the plans submitted to and approved in writing by the Architectural Control Committee.
- b. Installation. Landscaping as approved by the Architectural Control Committee shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building, whichever date first occurs, unless the Architectural Control Committee shall approve in writing another final date of landscaping installation. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing said landscaping. The cost incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association. Until paid, the cost plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a lien made on real property. Within fifteen (15) days following any request from Owner, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner. At the option of the Architectural Control Committee, it may require a bond to be posted by the Owner, prior to occupancy, to ensure the installation of the landscaping.
- c. Maintenance. All Landscaping shall be maintained by the Association in an attractive, sightly and well-kept condition. It is the responsibility of each Lot owner to provide adequate irrigation for maintenance of the landscaped area. If the Association determines that landscaping on a lot is in danger of dying the Association, or its authorized employees or agents may enter the property and water the lawn using the hose bib



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available on the house. The Association will not be responsible for paying the water bill. The Association shall be reimbursed for expenses and overhead by the Owner. All fenced back yards that are not accessible or which have pets within will not be maintained by the Association. This does not release the Owner of paying the maintenance Assessment.

### ARTICLE III PROPERTY RIGHT AND OBLIGATIONS

1. Use Recreational Facilities. In the event recreational facilities are constructed the Directors may adopt rules and regulations governing the use and control of such facilities. These rules must also be approved by the Board of Directors of the Killearn Lakes Homeowners Association.

2. Reservation of Easement. The Declarant hereby reserves, and hereby grants unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television and similar facilities over, along, across, and under all areas shown on the recorded plat of Killearn Commons.

3. Subdivision Prohibited. No Lot may be divided or subdivided, or its boundary line changed, except with written permission by the Developer.

4. Exterior Maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items; the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereof, then the Association's Board of Directors (or its agent), after two thirds (2/3) vote of the Directors, shall have the right to enter said Lot to repair, restore, and maintain the premises. the cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum assessment described in Section 3 of Article V.

**ARTICLE IV**  
**HOMEOWNERS ASSOCIATION**

1. **Creation.** There shall be a non-profit Florida corporation to be known as the Killearn Commons Phase II, Homeowners Association, Inc.

2. **Membership.** Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. **Classification of Membership in Association.** Members shall be all Owners. Each member shall be entitled to one vote for each single-family Lot owned. When more than one person holds an interest in any Lot, all such persons may be members. The vote for such Lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any single-family Lot, regardless of the number of persons owning the Lot.

4. **Power and Duties of Association.** The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

- a. It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members.
- b. It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

**ARTICLE V**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

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: (a) monthly assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, cost 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 for enforcing same, shall also be the personal obligation of the person who was the Owner of such property at the



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time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title, unless the Treasurer of the Association has released such lot in writing.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Landscaped Lots, including, but not limited to, the payment for the maintenance, repair, and the replacement of the entrance sign, landscaping, street lights, and such other uses as may be determined by the Association. The maintenance also includes landscaping of the front yard of each Lot, and mowing each yard, unless two thirds (2/3) of the membership votes to amend this provision. Weather permitting, the lawn maintenance shall not be conducted on Saturday or Sunday.

3. Maximum Monthly Assessment. Until January 1, 1997, the maximum monthly assessment shall be 75.00 for each single-family Lot.

- a. From and after January 1, 1997 the Board may annually increase the maximum monthly assessment by not more than 10% above the maximum assessment for the previous year, without a vote of the membership. From and after January 1, 1997, the maximum assessment may be increased above 10% by vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- b. The Board of Directors of Killearn Commons Phase II Homeowners Association, Inc. may fix the monthly assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the monthly assessments described 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, 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 the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of

a majority of the Owners (or written proxies therefrom) shall constitute a quorum.

6. Uniform Rates of Assessments. Both monthly and special assessments must be fixed at a uniform rate for all completed single-family Lots. All assessments may be paid on a quarterly basis at the discretion of the Board of Directors.

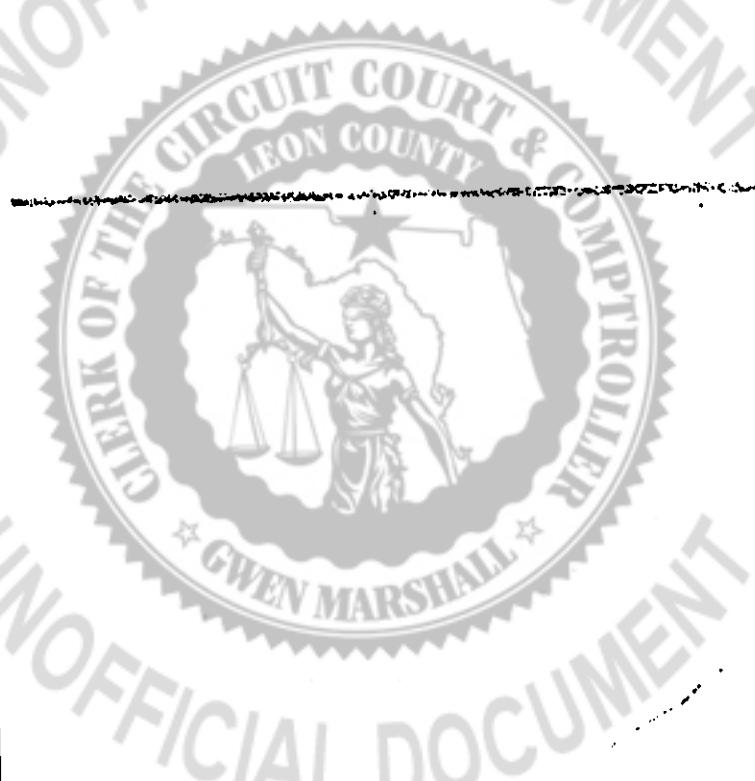
7. Date of Commencement of Monthly Assessment: Due Dates. The effective date of the commencement of Monthly Assessments shall be the first day of the month following the date of issuance of a Certificate of Occupancy. The assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written Notice of the assessment shall be sent to every Lot Owner. The due date shall be established by the Board of Directors. The due date for Special Assessment shall be fixed in the resolution authorizing such assessments.

8. Effect of Nonpayment of Assessments: Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% 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 abandonment of a Lot.

9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sales 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 any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI ARCHITECTURAL CONTROL

The original appearance of buildings, paved areas, landscaping and fencing, on Properties, shall be maintained and preserved. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions or alterations be made thereto, (including changes in color of paints or stains) until the plans and specifications, including landscaping plans, 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 Architectural Control Committee composed of three (3) representatives appointed by the Declarant. In the event the Architectural Control Committee fails to approve or disapprove such



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design and location within thirty (30) days after said plans and specifications have submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII GENERAL PROVISIONS

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.** The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three-fourths (3/4) of the Lot owners of all the Properties annexed by these or similar covenants by Declarant under section 4, below. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

This Declaration may be amended at any time with the consent and approval of not less than three-fourths (3/4) of all such Lot Owners. Notice of any proposed amendment shall be given in writing to each Lot Owner by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the association to consider such proposed amendment.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any

Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments.

4. Annexation. Declarant owns additional real property adjacent and contiguous to the Properties. The Declarant may annex so much of said additional property from time to time, in the sole discretion of the Declarant, to the Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become a part of those Properties to the end that all rights of members shall be uniform as between all Units. Except as aforesaid, any other annexation of additional property shall be approved by two-thirds (2/3) vote of the members.

5. Additional Covenants. The covenants and restrictions imposed hereby are in addition to those imposed by Capital First, Inc. pursuant to that certain Declaration of Covenants and Restrictions, dated August 16, 1995, as recorded in Official Records Book 1835, Page 2062, of the Public Records of Leon County, Florida. In addition to becoming members of the Killearn Commons Phase II Homeowners Association, Inc., all Lot Owners shall become members of the Killearn Lakes Homeowners Association, Inc., and shall pay the assessment levied by said Associations, those assessments being set forth in the respective Covenants and Restrictions.

6. Attorney's Fees. In any legal or equitable proceeding by the Association to enforce or restrain the violation of those Protective Covenants, the party in violation shall pay a reasonable attorney's fee of the Association. In addition, in any legal equitable proceeding in which the Association successfully enforces the Developer's performance or obligation pursuant to then recorded Covenants and Restrictions, the Developer shall pay a reasonable attorney's fee of the Association.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed and its name by its President and its corporate seal to be hereunto fixed and attested by its Secretary, this 30th day of January, 1997.

Signed, sealed and delivered  
in the presence of:

Anne F. Dechman  
Signature

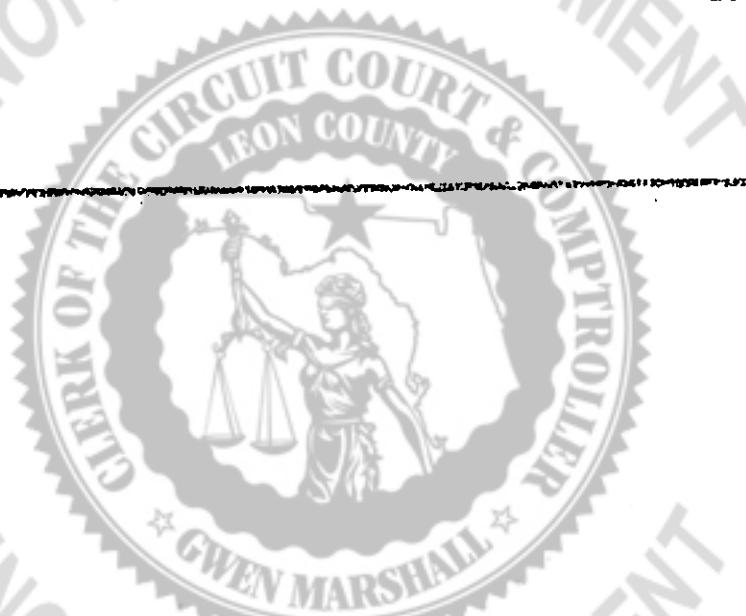
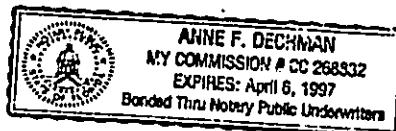
Anne F. Dechman  
Printed Name

Mark A. Conner  
Signature

CAPITAL FIRST HOLDINGS, INC.

BY:

Mark A. Conner, President  
7118 Beech Ridge Trail  
Tallahassee, Florida 32312



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Robert E. Maloney, Jr.

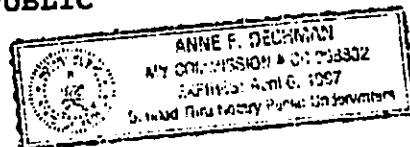
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

MARK A. CONNER as President of CAPITAL HOLDINGS, INC., 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 30<sup>th</sup> day of January, 1997.

Anne F. Dechman  
NOTARY PUBLIC



— Killearn Commons —  
James "Thurman" Roddenberry —  
Professional Land Surveyor

Ph. 2

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

November 25, 1996

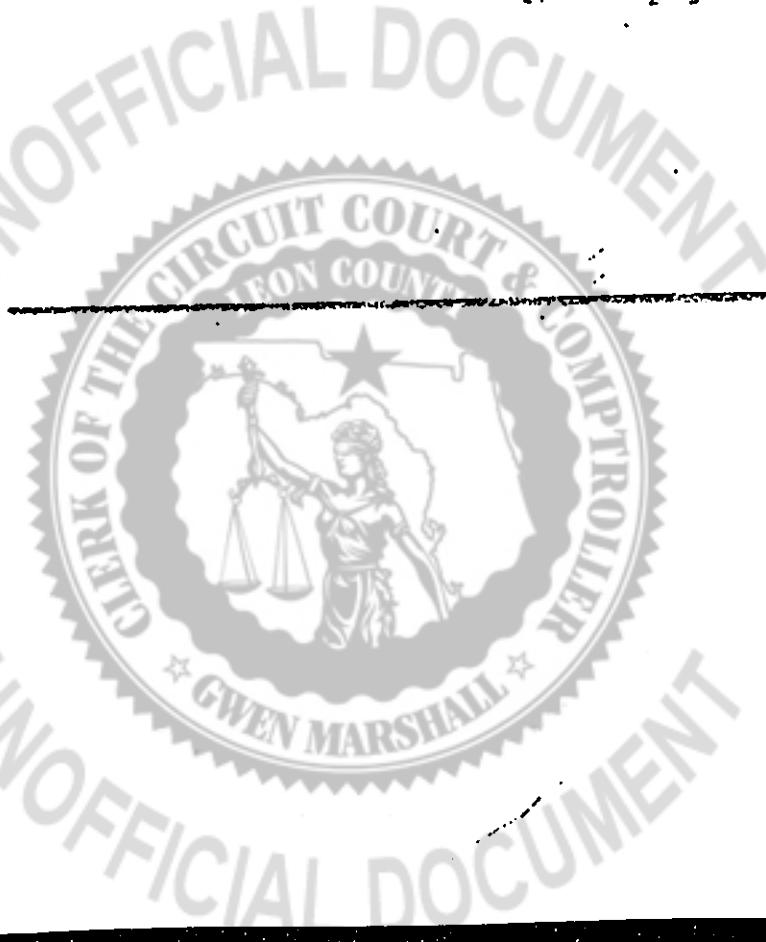
Legal Description of a 28.67 Acre Tract  
For: Moore, Bass and Bibler, Inc.

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I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Begin at a concrete monument (marked #4261) marking the Southeast corner of Lot 6, Block "E" of Killearn Commons Phase I, a subdivision as per map or plat thereof recorded in Plat Book 11, Page 52 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run North 14 degrees 13 minutes 46 seconds East 9.50 feet to a concrete monument (marked #4261), thence run South 75 degrees 46 minutes 14 seconds East 19.79 feet to a concrete monument (marked #4261), thence run South 14 degrees 13 minutes 47 seconds West 694.17 feet to a concrete monument (marked #4261), thence run North 75 degrees 46 minutes 13 seconds West 112.45 feet to a concrete monument (marked #4261) lying on a point of curve concave to the Northwesterly, thence run Southwesterly along said curve with a radius of 182.50 feet, through a central angle of 25 degrees 59 minutes 03 seconds, for an arc distance of 82.77 feet to a concrete monument (marked #4261) lying on a point of reverse curve to the left, thence run Southerly along said reverse curve with a radius of 20.00 feet, through a central angle of 80 degrees 55 minutes 15 seconds for an arc distance of 28.25 feet to a concrete monument (marked #4261), thence run South 31 degrees 13 minutes 23 seconds East 103.64 feet to a concrete monument (marked #4261), thence run South 58 degrees 46 minutes 38 seconds West 657.03 feet to a concrete monument (marked #4261) lying on the Northerly right of way boundary of Deerlake South, thence run North 61 degrees 31 minutes 01 seconds West along said right of way boundary 347.54 feet to a concrete monument (marked #4261) lying on a point of curve to the left, thence run Northwesterly along said right of way boundary and along the arc of said curve with a radius of 912.63 feet, through a central angle of 05 degrees 24 minutes 58 seconds, for an arc distance of 86.27 feet, the chord of said arc being North 64 degrees 13 minutes 29 seconds West 86.24 feet to a

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28.67 acres

concrete monument (marked #4261), thence leaving said right of way boundary run North 14 degrees 14 minutes 43 seconds East 334.34 feet to a concrete monument (marked #4261) lying on the Southerly right of way boundary of a 100 foot wide Florida Power Corporation Powerline Easement, thence run North 75 degrees 44 minutes 28 seconds West along said Southerly right of way boundary 498.35 feet to a concrete monument (marked #4261) lying on the Southeasterly right of way boundary of Greenland Drive, said point lying on curve concave to the Southeasterly, thence run Northeasterly along said right of way boundary and along the arc of said curve with a radius of 470.00 feet, through a central angle of 28 degrees 52 minutes 43 seconds, for an arc distance of 236.89 feet, the chord of said arc being North 32 degrees 16 minutes 35 seconds East 234.39 feet to a concrete monument (marked #4261), thence run North 46 degrees 42 minutes 57 seconds East along said right of way boundary 407.38 feet to a concrete monument (marked #4261) lying on a point of curve to the right, thence run Northeasterly along said right of way boundary and along the arc of said curve with a radius of 470.00 feet, through a central angle of 10 degrees 07 minutes 11 seconds, for an arc distance of 83.01 feet, the chord of said arc being North 51 degrees 46 minutes 33 seconds East 82.91 feet to a concrete monument (marked #4261), thence leaving said Southerly right of way boundary run North 33 degrees 09 minutes 54 seconds West 60.00 feet to a concrete monument (marked #4261) lying on the Northerly right of way boundary of said Greenland Drive, thence run North 58 degrees 47 minutes 13 seconds East along said right of way boundary 36.09 feet to a concrete monument (marked #4261) lying on a point of curve to the left, thence run Northeasterly along said right of way boundary and along the arc of said curve with a radius of 30.00 feet, through a central angle of 76 degrees 06 minutes 06 seconds, for an arc distance of 39.85 feet to a concrete monument (marked #4261) lying on the Westerly right of way boundary of Charrington Forest Boulevard, thence run North 15 degrees 22 minutes 00 seconds West along said right of way boundary 15.75 feet to a concrete monument (marked #4261), thence leaving said Westerly right of way boundary run North 74 degrees 37 minutes 59 seconds East 45.00 feet to a concrete monument (marked #4261) lying on the Easterly right of way boundary of said Charrington Forest Boulevard, said point lying on a curve concave to the Northeasterly, thence run Southeasterly along said right of way boundary and along the arc of said curve with a radius of 30.00 feet, through a central angle of 94 degrees 17 minutes 29 seconds for an arc distance of 49.37 feet to a concrete monument (marked #4261) lying on the Northerly right of way boundary of Greenland Drive, thence run North 70 degrees 20 minutes 38 seconds East along said right of way boundary 60.86 feet to a concrete monument (marked #4261), thence leaving said Northerly right of way boundary run South 19 degrees 39 minutes 25 seconds East 60.00 feet to a concrete monument (marked #4261) lying on the Southerly right of way boundary of said Greenland Drive

## 28.67 Acre Tract

thence run North 70 degrees 20 minutes 36 seconds East along said Southerly right of way boundary 173.30 feet to a concrete monument (marked #4261) lying on a point of curve to the right, thence run Southeasterly along said right of way boundary and along the arc of said curve with a radius of 30.00 feet, through a central angle of 110 degrees 00 minutes 04 seconds, for an arc distance of 57.60 feet to a concrete monument (marked #4261) lying on the Westerly right of way boundary of Hannary Drive, thence run South 00 degrees 20 minutes 36 seconds West along said right of way boundary 103.80 feet to a concrete monument (marked #4261) lying on a point of curve to the left, thence run Southerly along said right of way boundary and along the arc of said curve with a radius of 322.50 feet, through a central angle of 14 degrees 47 minutes 55 seconds, for an arc distance of 83.30 feet, the chord of said arc being South 07 degrees 03 minutes 21 seconds East 83.07 feet to a concrete monument (marked #4261), thence leaving said Westerly right of way boundary run North 75 degrees 32 minutes 41 seconds East 45.00 feet to a concrete monument (marked #4261) lying on the Easterly right of way boundary of said Hannary Drive, thence run North 10 degrees 33 minutes 26 seconds West along said right of way boundary 37.73 feet to a concrete monument (marked #4261) lying on a point of curve to the right, thence run Northeasterly along said right of way boundary and along the arc of said curve with a radius of 30.00 feet, through a central angle of 86 degrees 59 minutes 16 seconds, for an arc distance of 45.55 feet to a concrete monument (marked #4261) lying on the Southerly right of way boundary of Dumont Drive, thence run North 80 degrees 19 minutes 15 seconds East along said right of way boundary 1.43 feet to a concrete monument (marked #4261) lying on a point of curve to the left, thence run Northeasterly along said right of way boundary and along the arc of said curve with a radius of 122.50 feet, through a central angle of 10 degrees 00 minutes 00 seconds, for an arc distance of 21.38 feet to a concrete monument (marked #4261), thence run North 70 degrees 20 minutes 40 seconds East along said right of way boundary 43.58 feet to a concrete monument (marked #4261), thence leaving said right of way boundary run South 19 degrees 39 minutes 24 seconds East 100.00 feet to a concrete monument (marked #4261), thence run North 70 degrees 20 minutes 36 seconds East 360.00 feet to a concrete monument (marked #4261), thence run South 83 degrees 06 minutes 28 seconds East 39.29 feet to a concrete monument (marked #4261), thence run South 75 degrees 46 minutes 14 seconds East 62.50 feet to a concrete monument (marked #4261) lying on the Westerly right of way boundary of Charrington Forest Boulevard, thence run South 14 degrees 13 minutes 48 seconds West along said right of way boundary 56.82 feet to a concrete monument (marked #4261), thence leaving said Westerly right of way boundary run South 75 degrees 46 minutes 15 seconds East 45.00 feet to a concrete monument (marked #4261) lying on the Easterly right of way boundary of said Charrington Forest Boulevard, thence run North 14 degrees 13 minutes 49 seconds East

OR 1980 PG 1191

28.67 Acre Tract

along said Easterly right of way boundary 48.96 feet to a concrete monument (marked #4261), thence leaving said right of way boundary run South 75 degrees 46 minutes 13 seconds East 100.16 feet to the POINT OF BEGINNING containing 28.67 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

*James T. Roddenberry*  
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JAMES T. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No: 4261

94-205-1

