

This instrument prepared by:
Mary W. Colón, Esquire
Smith, Thompson, Shaw & Manausa, P.A.
3520 Thomasville Road - 4th Floor
Tallahassee, Florida 32309

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MARIANA OAKS

THIS DECLARATION, made on the date hereinafter set forth by **MARIANA OAKS, LLC**, hereinafter referred to as "Declarant",

WITNESSETH:

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

See Exhibit "A" attached hereto and by reference made a part hereof;

NOW, THEREFORE, Declarant hereby declares that all of the property 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 **MARIANA OAKS 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 the fee simple title to any Lot which is a part of the Properties, including contract

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

Section 3. "Properties" shall mean and refer to that certain real property 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, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including but not limited to the Landscape Buffer. Said real property shall be identified as the common area and Landscape Buffer on the plat.

Section 5. "Declarant" shall mean and refer to by MARIANA OAKS, LLC, its successors and assigns.

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, if any, situated upon the Common Area;
- (b) The right of the association to suspend the voting rights and right to use of the recreational facilities, if any, 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 two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. 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 members 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;

- (1) When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership;
- (2) January 1, 2007.

Section 3. Every owner of a lot, at all times, shall be allowed to elect the Association's Board of Directors. The first vote for election of the directors shall be held before more than fifty percent (50%) of the lots have been sold by the Declarant or deeded away by the Declarant.

ARTICLE IV **Assessments**

Section 1. Type of Assessments. In addition to the obligations of Owners set forth elsewhere in this Declaration, there are several types of Assessments for which Owners are liable, as follows:

- (a) Assessments for all Operating Costs.
- (b) The Association may levy additional Assessments for any purpose, including without limitation, expenditures for capital improvements for or on Common area or for reconstructing or replacing such improvements. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.

Section 2. Designation. The designation of Assessment type shall be made by the Association and shall be binding upon all Owners. Such designation may be made on the budgets prepared by the Association.

Section 3. Allocation of Operating Costs.

- (a) For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial Budget prepaid by the Association.
- (b) Commencing on the first day of the period covered by an annual budget, and until the adoption of the next annual budget, the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion based upon a fraction, the numerator of which is one (1) and the denominator is the number of Lots in the subdivision..
- (c) In the event the Operating Costs estimate for the year is, after the actual Operating Costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Association: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately refunded to, or collected from, the Owners.

The Association shall have the unequivocal right to collect retroactively any cost which Assessment shall relate back to the date that the Assessment could have been made.

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

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

Section 6. Commencement of First Assessment. Assessments shall commence, as to each Owner, on the day of the conveyance of title to an Owner. The Assessments in effect at that time shall be adjusted according to the number of months remaining in the Assessment period after

such date. Declarant owned lots shall commence assessments when more than fifty percent (50%) of the lots have been sold or deeded away by Declarant. For that portion of the assessment representing the contribution to the reserve account, Declarant shall not commence paying that portion of the assessment until more than seventy-five percent (75%) of the lots have been sold or deeded away by Declarant.

Section 7. Initial Budgets. The initial budget prepared by Declarant is adopted as the Association budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Association.

Section 8. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

- (a) Assessments shall be established by the adoption of a projected annual operating budget. Written notice of the amount of, and date of commencement thereof, shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Assessments shall be payable monthly or at such other less frequent times as determined by the Association.
- (b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Association, and shall be payable at such time or time(s) as the Association may determine.
- (c) The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a management firm, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special services provided to, or for the benefit of an Owner or Homesite, for any special or personal use of

the Common Area, or to reimburse the Association for the expenses incurred in connection with that service or use. The sums so established shall be payable by the owner utilizing the service or facility as determined by the association or management firm, if any.

- (d) The budget may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.
- (e) The Association may establish a working capital fund for the operation of the Association. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payments of regular Assessments.
- (f) The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner or Lender. Upon demand, there shall be furnished to an owner a certificate in writing setting forth whether the assessments owned by that Owner have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge or error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated.

Section 9. Payment of Assessments. Each Owner, by acceptance of title to a Lot, shall be deemed to have covenanted and agreed to pay the following dues, fees, charges and Assessments:

- (a) General Assessments;
- (b) Assessments for capital improvements, emergencies, and/or non-recurring expenses.
- (c) Assessments of any kind for the creation of reasonable reserves or working capital;

- (d) Special Assessments and charges for special services; and
- (e) Assessments and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.

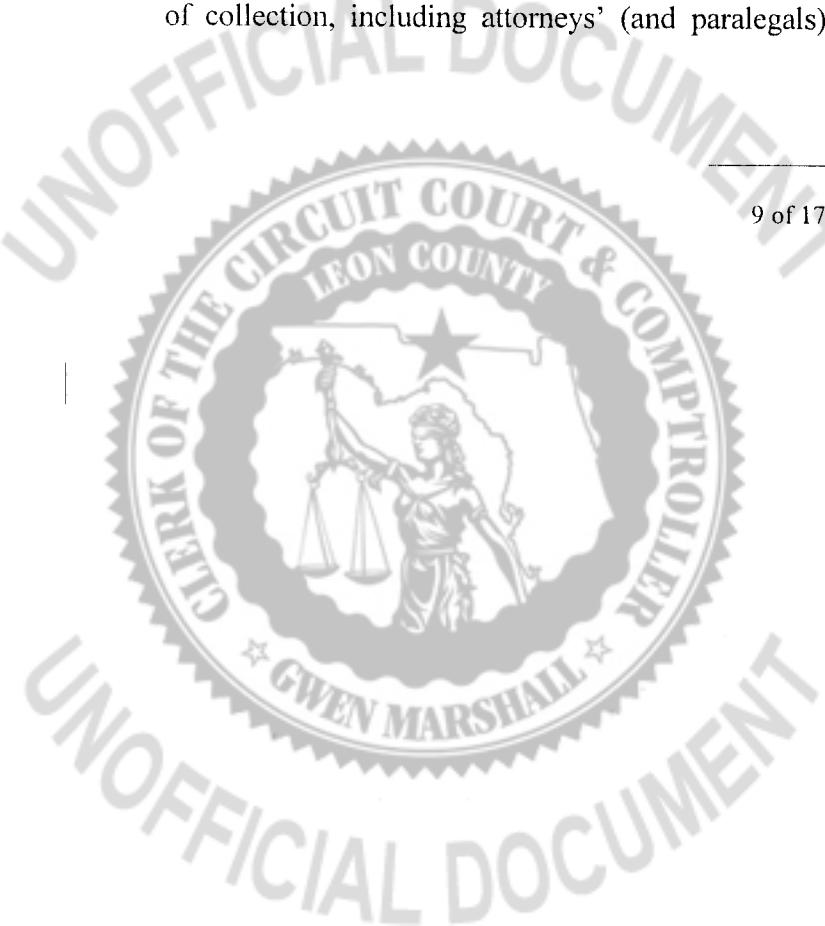
Section 10. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Lot, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys, fees, etc. shall be the personal obligation of the person who was the Owner of the Lots at the time when the Assessment became due, as well as that persons heirs, devisees, personal representatives, successors or assigns.

Section 11. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Lot, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Declarant set forth in this Declaration. The

lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Declarant, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment there, or the enforcement of collection by means other than foreclosure.

Section 12. Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments against that Owner for up to the next ensuing twelve (12) month period.

Section 13. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The association may, at any time thereafter, bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including



collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Lot.

Section 14. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes.

Section 15. Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant and any mortgagee of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. Further, Declarant shall have the right, but not the obligation, at its sole option, to loan funds to the Association and pay items of Operating Costs on behalf of the Association. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate determined as of the date such payment was due from Owner, plus 2% plus any costs of collection including, but not limited to, reasonable attorneys, (and paralegals') fees at all levels including appeals, collections and bankruptcy.

ARTICLE V Land Use and Building Type

No lot shall be used except for residential purposes. All builders must be approved by the entity discussed in Article XIII below. Moreover, all structures, improvements, and materials utilized therein must conform with the design scheme and aesthetic scheme contemplated by Declarant. These schemes are contained in plans possessed by Declarant and available for review upon request.

ARTICLE VI Dwelling Size

No dwelling shall be permitted on any lot unless it is at least 2,000 square feet heated and cooled.

ARTICLE VII Building Location

No building shall be located on any Lot not less than twenty-five feet (25') from the front lot line, seven and a half feet (7.5') from the side lot line(s), twenty-five feet (25') from the rear lot line, or fifteen feet (15') from a side corner lot line.

ARTICLE VIII Nuisances

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

ARTICLE IX Signs

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

ARTICLE X **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 XI **Recreational Vehicles and Activities**

No trailer, motorcycle, motor home, camper, plane, recreational vehicle nor commercial van or truck may be parked nor stored on any street nor any Lot except within an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt condition, shall not be pursued nor undertaken except within an enclosed garage.

ARTICLE XII **Mail Boxes**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee.

ARTICLE XIII **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 materials, external design, internal

design, and location by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In addition, the Architectural Control Committee shall be responsible for monitoring and otherwise maintaining the Landscape Buffer and Patriarch Trees as described in Articles XV and XVI below.

ARTICLE XIV **Maintenance of Common Areas**

The Association shall be responsible for all maintenance and repair of all common areas as identified on the Plat, including but not limited to landscaping. This will include maintenance of the Landscape Buffer as identified on the Plat. The Association will be the record owner of the Landscape Buffer and will be responsible for the maintenance and preservation of the Landscape Buffer.

ARTICLE XV **Landscape Buffer**

No vegetation shall be removed from the Landscape Buffer as identified on the Plat by any Owner. No vegetation shall be removed from the Landscape Buffer by the Association without the prior written approval of the Architectural Control Committee and the Environmental Review Section of the Leon County Growth & Environmental Management Department. The Landscape Buffer shall be preserved in its natural state and the Association shall be granted any easements necessary over individual properties by Owners to access and maintain the Landscape Buffer.

ARTICLE XVI **Easements**

The Homeowner's Association Drainage Easements identified on the Plat shall be maintained by the Association. No property owner shall fence a drainage easement or otherwise impede the flow of water through the easement. The Association shall be granted any easements

necessary over individual properties by Owners to access and maintain the Landscape Buffer.

ARTICLE XVII

Patriarch Trees

Trees located within Mariana Oaks and having a diameter breast height of thirty-six (36") inches and larger shall be known as Patriarch Trees. All Patriarch Trees shall be preserved to the best extent possible. No removal of Patriarch Trees shall occur by any individual lot owner without the prior written approval of the Architectural Control Committee and the Environmental Review Section of the Leon County Growth & Environmental Management Department. Should a Patriarch Tree have to be removed due to a building footprint on a property or other reason, the Architectural Control Committee may require, in their sole and absolute discretion, that the property Owner retain a Certified Tree Arborist to provide a mitigation plan. Should the Architectural Control Committee require an Owner to retain a Certified Tree Arborist to provide a mitigation plan, the expenses of such employment and implementation of the mitigation plan shall be paid for solely and completely by the individual Owner and the Owner shall be responsible for implementing the mitigation plan in full unless the Architectural Control Committee provides a written waiver of any and/or all provisions. In addition, should an individual Owner remove a Patriarch Tree on the properties without the prior written approval of the Architectural Control Committee, the Board of Directors of the Association and the Architectural Control Committee may require the individual Owner to retain the services of a Certified Tree Arborist to provide a mitigation plan. The expenses of such employment and the costs of implementing the mitigation plan shall be the sole and exclusive responsibility of the individual Owner. Should the employment of a Certified Tree Arborist be required, the individual Owner shall be required to fully implement the mitigation plan unless the Architectural Control Committee provides a written waiver of any



and/or all provisions.

ARTICLE XVIII

General Provisions

Section 1. Enforcement. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association

or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration recordation, after which time they may be extended by the Association for additional twenty (20) year periods in perpetuity. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans

Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Attorney's Fees. The prevailing party in any litigation, including appeals, to require the association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other common facilities shall be entitled to recover attorney's fees and costs. In addition, the prevailing party in any litigation, including appeals, to require the Declarant to incorporate the association or to perform any other action or obligation imposed on the developer pursuant to these restrictive covenants shall be entitled to recover attorney's fees and costs.

Section 7. Common Area Ownership. The Declarant shall deed the private streets or roads, drainage facilities, the Landscape Buffer and other common area improvements to the Association before more than seventy percent (70%) of the lots have been sold or deeded away by the Declarant.

Section 8. Amendments Prohibited. No amendments shall be allowed to those portions of these restrictive covenants that contain provisions required under Section 10-1560, 1(a) – 1(m), Leon County Code of Laws, without the written consent and joinder of Leon County, which consent and joinder may be given by the county attorney provided the minimum requirements of this section have been fully complied with.

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DATED this 5th day of September, 2006.

Signed, sealed and delivered in the presence of:

Shannon Summerlin
Witness Signature

Shannon Summerlin
Witness Printed Name

Andrew M. Owens
Witness Signature

Andrew M. Owens
Witness Printed Name

MARIANA OAKS, LLC

BY:

Casey W. Weeks,
as _____ of
Helios Investment Group, LLC
managing member

STATE OF FLORIDA
COUNTY OF LEON

Executed by Casey W. Weeks as NIC of Helios Investment Group, LLC, managing member of Mariana Oaks, LLC, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of September, 2006.

Shannon Summerlin
NOTARY PUBLIC



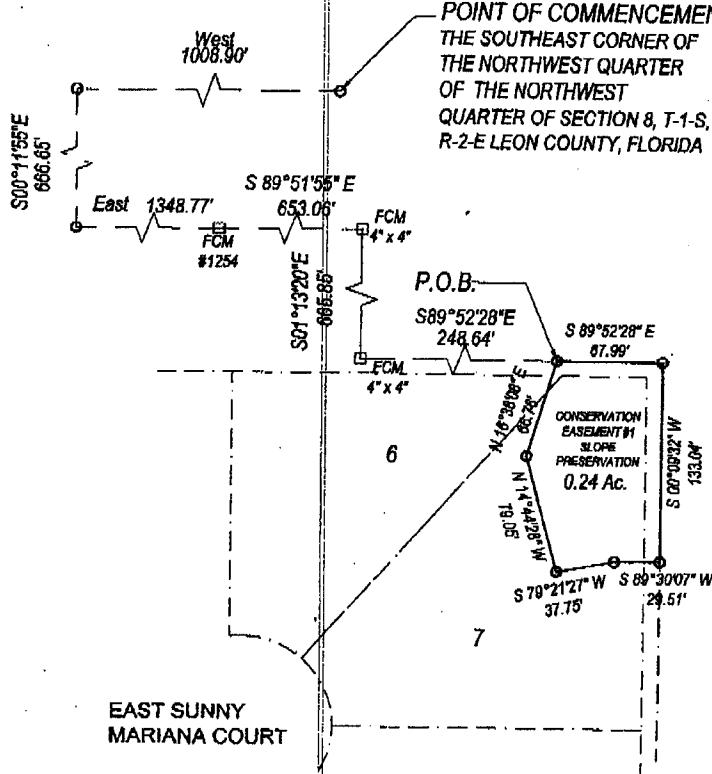
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MOORE BASS CONSULTING

#5291 P.002 / 007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE WEST 1008.91 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 666.65 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 89 DEGREES 51 MINUTES 55 SECONDS EAST 653.06 FEET, THENCE SOUTH 01 DEGREES 13 MINUTES 20 SECONDS EAST 665.85 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 248.64 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 87.99 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF LOT 5, BLOCK "C" OF HERITAGE HILLS UNRECORDED, THENCE SOUTH 00 DEGREES 06 MINUTES 32 SECONDS WEST 133.04 FEET, THENCE SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST 29.51 FEET, THENCE SOUTH 79 DEGREES 21 MINUTES 27 SECONDS WEST 37.75 FEET, THENCE NORTH 14 DEGREES 44 MINUTES 28 SECONDS WEST 79.05 FEET, THENCE NORTH 16 DEGREES 38 MINUTES 08 SECONDS EAST 66.76 FEET TO THE POINT OF BEGINNING; CONTAINING 0.24 ACRE, MORE OR LESS.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS IS NOT A BOUNDARY SURVEY.



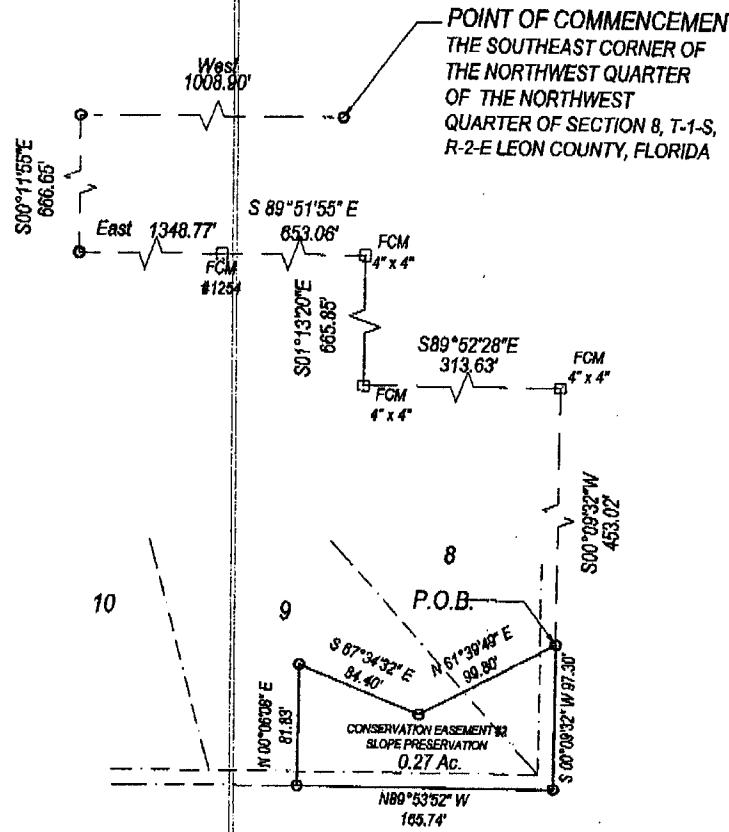
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MOORE BASS CONSULTING

#5291 P.003 /007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

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COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE RUN WEST 1008.90 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 866.65 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 89 DEGREES 51 MINUTES 55 SECONDS EAST 653.06 FEET, THENCE SOUTH 01 DEGREES 13 MINUTES 20 SECONDS EAST 665.85 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 313.63 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST 453.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 08 MINUTES 32 SECONDS WEST 87.30 FEET, THENCE, NORTH 89 DEGREES 03 MINUTES 52 SECONDS WEST 165.74 FEET, THENCE NORTH 00 DEGREES 06 MINUTES 08 SECONDS EAST 61.83 FEET, THENCE SOUTH 67 DEGREES 34 MINUTES 32 SECONDS EAST 84.40 FEET, THENCE NORTH 61 DEGREES 39 MINUTES 49 SECONDS EAST 99.80 FEET TO THE POINT OF BEGINNING; CONTAINING 0.27 ACRE, MORE OR LESS.

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4. THIS IS NOT A BOUNDARY SURVEY.



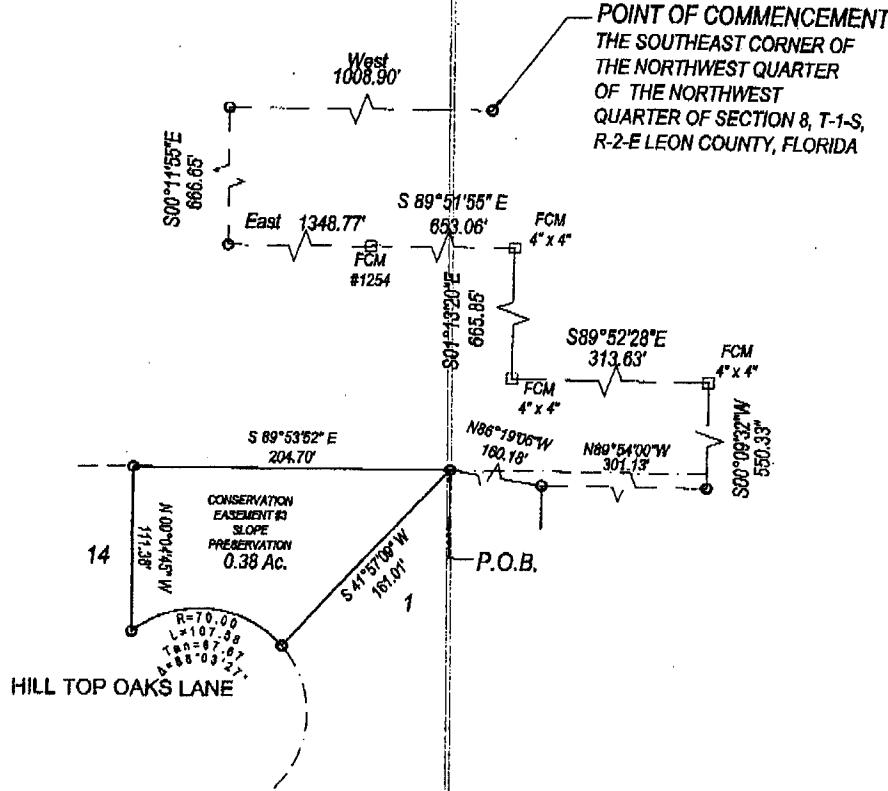
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MOORE BASS CONSULTING

#5291 P.004 /007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



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COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE RUN WEST 1008.90 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 666.65 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 89 DEGREES 51 MINUTES 55 SECONDS EAST 653.06 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES 20 SECONDS EAST 665.85 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 313.63 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST 550.33 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST 301.13 FEET, THENCE NORTH 86 DEGREES 19 MINUTES 06 SECONDS WEST 160.18 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 41 DEGREES 57 MINUTES 09 SECONDS WEST 161.01 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, THENCE ALONG SAID CURVE 107.58 FEET THROUGH A CENTRAL ANGLE OF 88 DEGREES 03 MINUTES 27 SECONDS, HAVING A RADIUS OF 70.00 FEET (CHORD OF SAID CURVE BEING NORTH 84 DEGREES 51 MINUTES 14 SECONDS WEST 97.30 FEET), THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST 111.38 FEET, THENCE SOUTH 89 DEGREES 53 MINUTES 52 SECONDS EAST 204.70 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.38 ACRE, MORE OR LESS.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS IS NOT A BOUNDARY SURVEY.



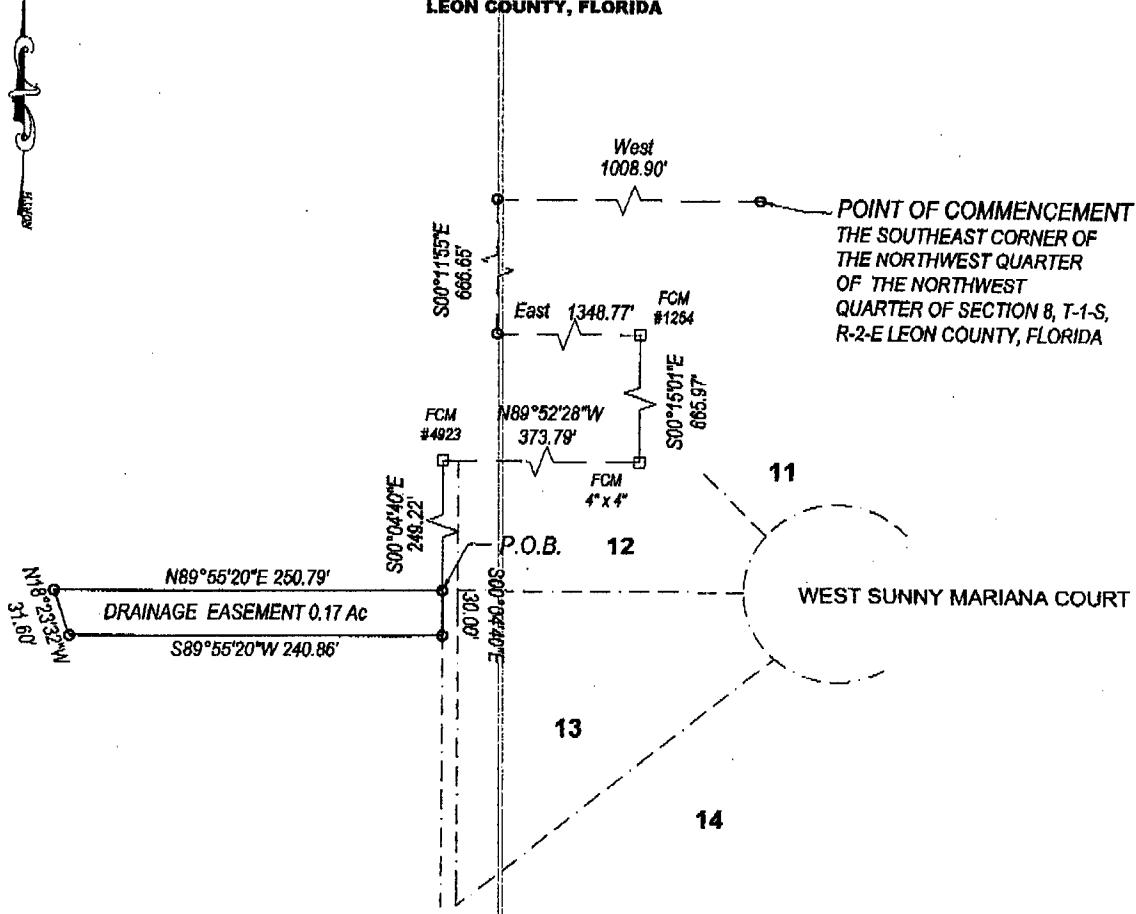
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MOORE BASS CONSULTING

#5291 P.005 /007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE WEST 1008.00 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 668.85 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES 01 SECONDS EAST 665.97 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 28 SECONDS WEST 373.79 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS EAST 249.22 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS EAST 30.00 FEET, THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS WEST 240.86 FEET, THENCE NORTH 18 DEGREES 23 MINUTES 32 SECONDS WEST 31.60 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST 280.79 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 ACRE, MORE OR LESS.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS IS NOT A BOUNDARY SURVEY.

III. FOUND 40'W CONCRETE MONUMENT F.P. FOUND IRON PIN



The seal is circular with a scalloped outer edge. The top half of the inner circle contains the text "CLERK OF THE CIRCUIT COURT & COMPTROLLER" and the bottom half contains "LEON COUNTY". At the bottom of the seal, the name "GWEN MARSHALL" is written, flanked by two small five-pointed stars. The center of the seal features a detailed illustration of Lady Justice, a blindfolded figure holding a set of scales in one hand and a sword in the other.

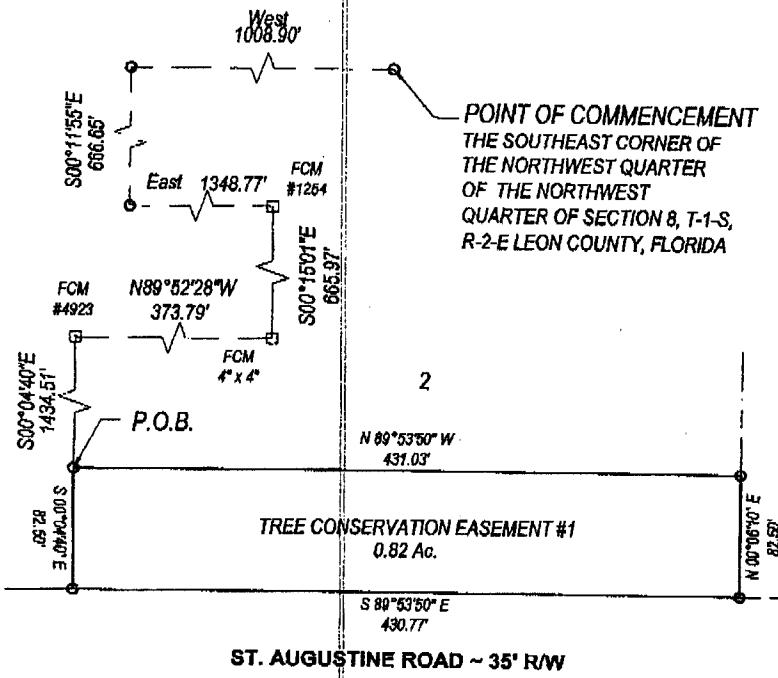
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MOORE BASS CONSULTING

#5291 P.006 /007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE WEST 1000.90 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 666.65 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES 01 SECONDS EAST 685.97 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 28 SECONDS WEST 373.79 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS EAST 1434.51 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS EAST 82.50 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF ST. AUGUSTINE ROAD (35' RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST 430.77 FEET, THENCE LEAVING SAID RIGHT OF WAY NORTH 00 DEGREES 06 MINUTES 10 SECONDS EAST 82.50 FEET, THENCE NORTH 89 DEGREES 53 MINUTES 50 SECONDS WEST 431.03 FEET TO THE POINT OF BEGINNING; CONTAINING 0.82 ACRE, MORE OR LESS.

GENERAL NOTES

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS IS NOT A BOUNDARY SURVEY.

FOUND 43# CONCRETE MONUMENT F.P. FOUND IRON PIN I FAPND



UNOFFICIAL DOCUMENT

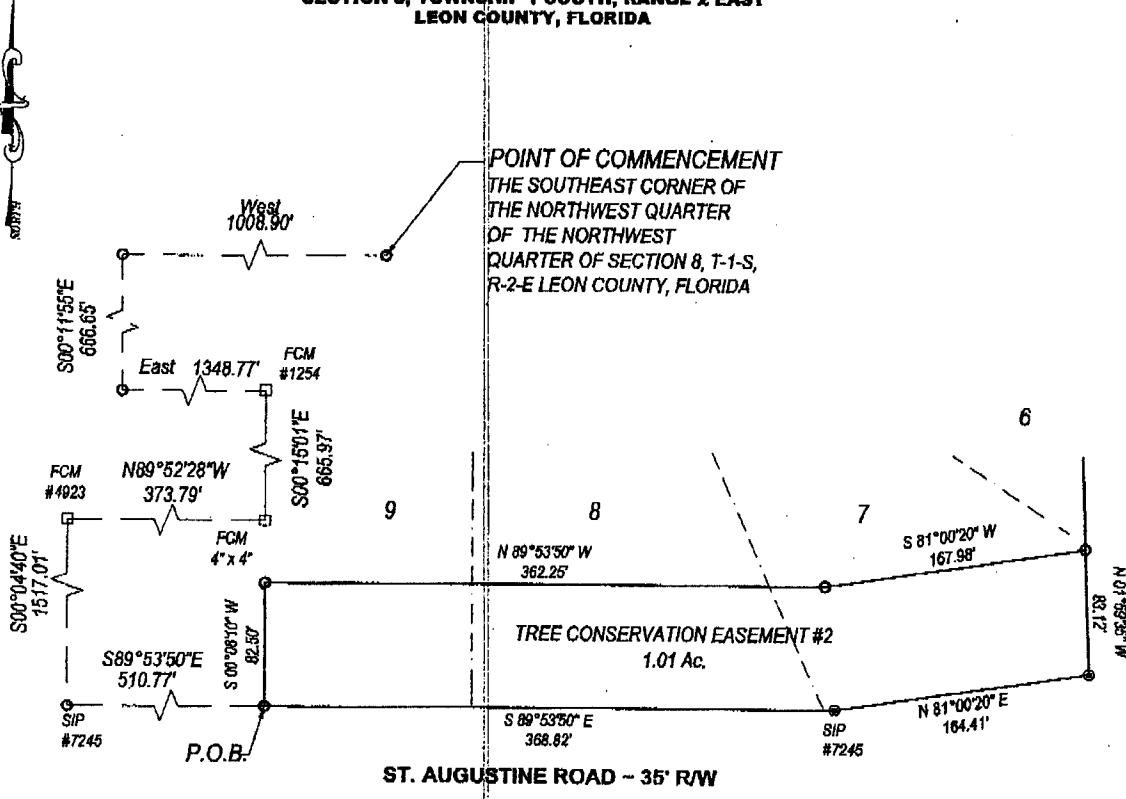
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MOORE BASS CONSULTING

#5291 P.007 / 007



SKETCH OF DESCRIPTION
SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST
LEON COUNTY, FLORIDA



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE WEST 1008.90 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 56 SECONDS EAST 666.65 FEET, THENCE EAST 1348.77 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES 01 SECONDS EAST 665.97 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 28 SECONDS WEST 373.79 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 40 SECONDS EAST 1617.01 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAYBOUNDARY OF ST. AUGUSTINE ROAD (35' RIGHT-OF-WAY), THENCE ALONG SAID RIGHT-OF-WAY RUN SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST 510.77 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89 DEGREES 53 MINUTES 50 SECONDS EAST 368.82 FEET, THENCE NORTH 81 DEGREES 00 MINUTES 20 SECONDS EAST 164.41 FEET, THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 01 DEGREES 59 MINUTES 35 SECONDS WEST 83.12 FEET, THENCE SOUTH 81 DEGREES 00 MINUTES 20 SECONDS WEST 167.98 FEET, THENCE NORTH 89 DEGREE 53 MINUTES 50 SECONDS WEST 362.25 FEET, THENCE SOUTH 00° 06 MINUTES 10 SECONDS WEST 82.50 FEET TO THE POINT OF BEGINNING; CONTAINING 1.01 ACRE, MORE OR LESS.

GENERAL NOTES

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE.
3. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. THIS IS NOT A BOUNDARY SURVEY.



LEGAL DESCRIPTION

OFFICIAL RECORD BOOK 1432, PAGE 0135

The Northeast Quarter of the Southwest Quarter of Section 8, Township 1 South, Range 2 East and that part of the Southeast Quarter of the Southwest Quarter of said Section 8 lying North of the Old St. Augustine Road; containing 47 acres, more or less.

And also

OFFICIAL RECORD BOOK 1300, PAGE 0952

A tract of land located in the East Three-Quarter of the Southwest Quarter of the Northwest quarter and the Southeast Quarter of the Northwest quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida, more particularly described as follows: Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida, and run thence West 1008.9 feet, thence South 00 degrees 20 minutes East 666.65 feet to a point, thence East 1348.77 feet to a point which is the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence East 326.71 feet to a point, thence South 00 degrees 20 minutes East 666.65 feet, thence West 326.71 feet, thence North 00 degrees 20 minutes West 666.65 feet to the POINT OF BEGINNING.

And also

OFFICIAL RECORD BOOK 1463, PAGE 0889

A tract of land located in the East Three-Quarter of the Southwest Quarter of the Northwest quarter and the Southeast Quarter of the Northwest quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida, more particularly described as follows: Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida, and run thence West 1008.9 feet, thence South 00 degrees 20 minutes East 666.65 feet to a point, thence East 1675.48 feet to a point which is the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence East 326.71 feet to a point, thence South 00 degrees 20 minutes East 666.65 feet, thence West 326.71 feet, thence North 00 degrees 20 minutes West 666.65 feet to the POINT OF BEGINNING, containing 5 acres more or less.

AND BEING MORE PARTICULARLY DESCRIBED BY PRODUCT OF SURVEY IN AGGREGATE AS FOLLOWS:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida, and run thence West 1008.9 feet, thence South 00 degrees 20 minutes East 666.65 feet to a point, thence East 1348.77 feet to a point which is the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 51 minutes 55 seconds East 653.06 feet, thence South 00 degrees 13 minutes 20 seconds East 665.86 feet, thence South 89 degrees 52 minutes 28 seconds East 316.63 feet to a point lying on the Westerly boundary of Lot 5, Block "C" of Heritage Hills Unrecorded, thence run South 00 degrees 09 minutes 32 seconds West along said Westerly boundary and a projection thereof a distance of 550.33 feet, thence North 89 degrees 53 minutes 52 seconds West 301.36 feet, thence South 00 degrees 19 minutes 35 seconds West 714.91 feet, thence South 01 degrees 59 minutes 35 seconds East 225.39 feet to a point lying on the Northerly right of way boundary for St. Augustine Road (35' right-of-way), thence South 81 degrees 00 minutes 20 seconds West along said Northerly right of way boundary a distance of 164.41 feet, thence continue along said right of way boundary North 89 degrees 53 minutes 50 seconds West 879.58 feet, thence leaving said right of way boundary run North 00 degrees 04 minutes 40 seconds West 1517.01 feet, thence South 89 degrees 52 minutes 28 seconds East 373.79 feet, thence North 00 degrees 15 minutes 01 seconds West 665.97 feet to the POINT OF BEGINNING, containing 49.90 acres, more or less.

