

0123161952

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
OCT 11 3 44 PM '98  
PAUL F. HANIFIN, CLERK  
CLERK OF CIRCUIT COURT

THIS DECLARATION, made on the date hereinafter set forth by Robert C. Dean, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Tallahassee, County of Leon, State of Florida, which is more particularly described in Exhibit "A", attached hereto.

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 Park Brook Crossing - Phase VII Homeowners Association, 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.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto.

Section 5. "Lot" shall mean and refer to any or each of the 58 lots in the subdivision as shown on Exhibit "C" attached hereto. Also "Lot" shall mean and refer to each one-half (1/2) (approximate) lot once construction has commenced on said lot. It is the declarant's intention that each of the 58 lots will be subdivided into two parcels of the same approximate size. The maximum density permitted is 116 units. Once construction has commenced on a subdivided lot, said lot becomes two (2) lots and all provisions herein apply to each of the two (2) subdivided lots. Each lot will have one (1) vote and each will pay the total assessment outlined in Section 3. "Lot" shall not mean nor refer to any of the Common Area.

Section 6. "Declarant" shall mean and refer to Robert C. Dean, its 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

OR1231PC1954

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting 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.

Section 3. Houses and Boundaries Thereof. Each house built in Park Brook Crossing, Phase VII shall consist of the following:

DR1231st1955

(a) With regard to common walls (if any) the centerline of said walls shall be the boundary.

(b) Each house shall include a parcel of real property as described in the deed by which said land and house is conveyed by Declarant to third party purchasers.

(c) Bearing walls, columns and wiring and other utility installations serving more than one house (if any) shall be commonly owned by the houses being served thereby.

Section 4. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the roadways, common areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the common areas or easement or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

Section 5. Easements. The following easements are hereby granted and imposed in favor of all of the owners of lots within Park Brook Crossing, Phase VII (unless the applicability thereof is specifically otherwise limited herein), and shall be deemed to be covenants running with the land:

- (a) Easements reflected on Exhibit "D" attached hereto, including easements for access, driveway, utilities, sanitary sewer and drainage.
- (b) If any house or appendage thereto shall encroach upon any common area, easement area or other lot by reason of original construction by the Declarant, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist.
- (c) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area, common area or any lot within Park Brook Crossing, Phase VII, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.
- (d) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie in or upon homes or lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such lot or to have the utility companies enter upon the lots upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be

01231N1957

necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(e) The health and general welfare of the residents of Park Brook Crossing, Phase VII is enhanced by prompt and efficient collection of garbage of the residents. Accordingly, no homeowner will attempt to impede or interfere with the legitimate efforts of sanitation workers to come upon the lots in Park Brook Crossing, Phase VII to pick up and transport the garbage placed by each homeowner in his garbage receptacle, and reciprocal easements are imposed upon each lot for the purpose of allowing such sanitation workers to walk across each lot or lots for the purpose of carrying out his task.

Section 6. Land Use and Building Type. No house shall be occupied or used except for residential purposes by the homeowners, their tenants or social guests, except that Declarant may use houses owned by it for model homesites and for display and sales offices.

Section 7. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property 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 section, the general rules of law

regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

(c) 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 made 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 of omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Article, any 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 the elements.

(e) 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.

(f) Resolution of Disputes. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that Board shall be determinative of the matter and binding upon the parties.

01231#1959

### 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 member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,  
or
- (b) on January 2, 1988.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby

1123161960

covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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 fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment

0123181961

may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

0123111962

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 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 the assessments provided for herein shall be subordinate to the lien of any first

01231PC1963

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

##### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. 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 fully complied with.

Section 2. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them which shall in any way

0123101984

interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

Section 3. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other building shall be used on any property at any time as a residence either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction. The Association may maintain a storage and maintenance building in such areas as may be agreed upon.

Section 4. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant, its business successors or assigns to advertise the property or houses during the construction and sale.

Section 5. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition, and shall be kept out of the sight of neighbors and other residents in Park Brook Crossing, Phase VII.

Section 6. Radio and Television Antennas. No homeowner may construct or use and operate an external radio or television antenna or satellite dish or similar device without the prior written consent of the Architectural Control Committee.

Section 7. Right to Lease. The homeowners shall have the absolute right to lease or rent their houses provided that the lease is made subject to the

1123101965

covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the By-Laws and any rules and regulations of the Association.

Section 8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property or any part of it.

Section 9. Regulations. Reasonable regulations concerning the use of the property (including common areas and easement areas and all other areas which the Association owns or maintains) may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request.

Section 10. Pets. Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

Section 11. Vehicles, Boats, Trailers, Recreation Vehicles, Etc. No boats, trailers, campers or recreation vehicles may be parked or stored upon the property.

Section 12. Miscellaneous.

(a) No laundry, mattresses, bedding materials, etc., or clothing shall be hung on or over patio fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

DR1231C1966

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no 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. 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 or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the property, the Association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent effect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

Section 6. Development by Declarant. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

Section 7. Variances. Variances for minor deviations from this Declaration may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

Section 8. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31 day of October, 1986.

*Robert C. Dean*  
Declarant

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this 31 day of October, 1986, by ROBERT C. DEAN.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 5, 1987

*Andrea M. Freud*  
NOTARY PUBLIC, State of Florida  
at Large.



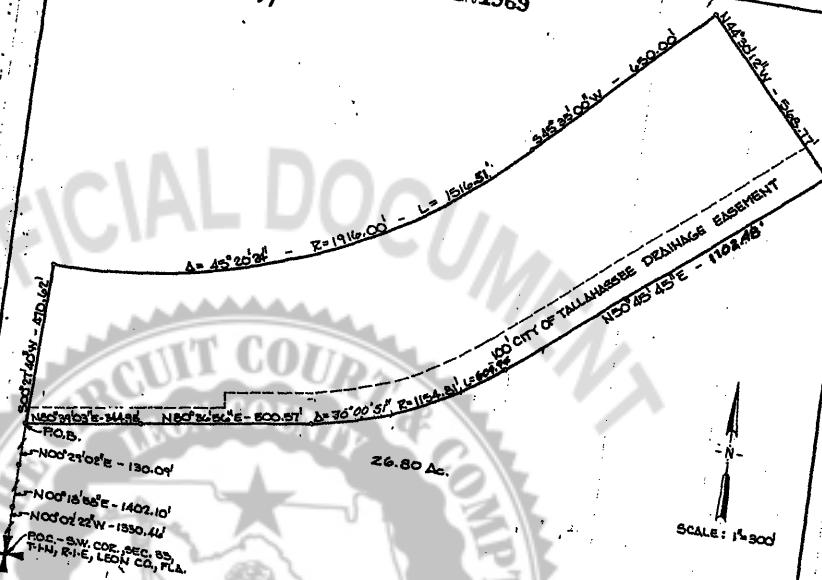
3837-A Kilearn Court  
Tallahassee, FL 32303

**B&A**  
Brown & Associates  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 853-1430

Exhibit "A"

DR1231PC1969



LEGAL DESCRIPTION OF A 26.8 ACRE PARCEL COMPRISING PHASE VII OF  
NELSON/DEAN PARK BROOK CROSSING PROJECT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 33, NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST 1330.46 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 58 SECONDS EAST 1402.10 FEET TO A TERRA COTTA MONUMENT LYING ON THE NORTH RIGHT-OF-WAY OF PARK AVENUE; FROM SAID MONUMENT CONTINUE ALONG SAID WEST BOUNDARY OF SECTION 33 NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST 130.09 FEET TO A CONCRETE MONUMENT AT THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING LEAVE SAID WEST BOUNDARY OF SECTION 33 AND RUN ALONG THE SOUTHERLY BOUNDARY LINE OF A CITY OF TALLAHASSEE 50 FEET AND 100 FOOT WIDTH DRAINAGE EASEMENT SAID SOUTHERLY BOUNDARY LINE IS DESCRIBED AS FOLLOWS: NORTH 80 DEGREES 39 MINUTES 03 SECONDS EAST 344.98 FEET TO A CONCRETE MONUMENT; THENCE NORTH 80 DEGREES 36 MINUTES 56 SECONDS EAST 500.57 FEET TO A CONCRETE MONUMENT DESCRIBED AS POINT BY A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1154.81 FEET LEAVING 500.57 FEET TO A CONCRETE MONUMENT; AND A FEET THENCE NORTH 50 DEGREES 00 MINUTES 51 SECONDS FOR AN ARCH DISTANCE OF 604.34 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1154.81 FEET LEAVING 500.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY BOUNDARY ALONG A POINT ON A CURVE CONCAVE TO THE NORTHWEST; THENCE WEST FOR A DISTANCE OF 650.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1916.00 FEET THROUGH A CENTRAL ANGLE OF 45 DEGREES 20 MINUTES 24 SECONDS FOR AN ARCH DISTANCE OF 1516.57 FEET TO A CONCRETE MONUMENT; THENCE LEAVING 500.57 FEET TO THE POINT OF BEGINNING. AND CONTAINING 26.8 ACRES MORE OR LESS.

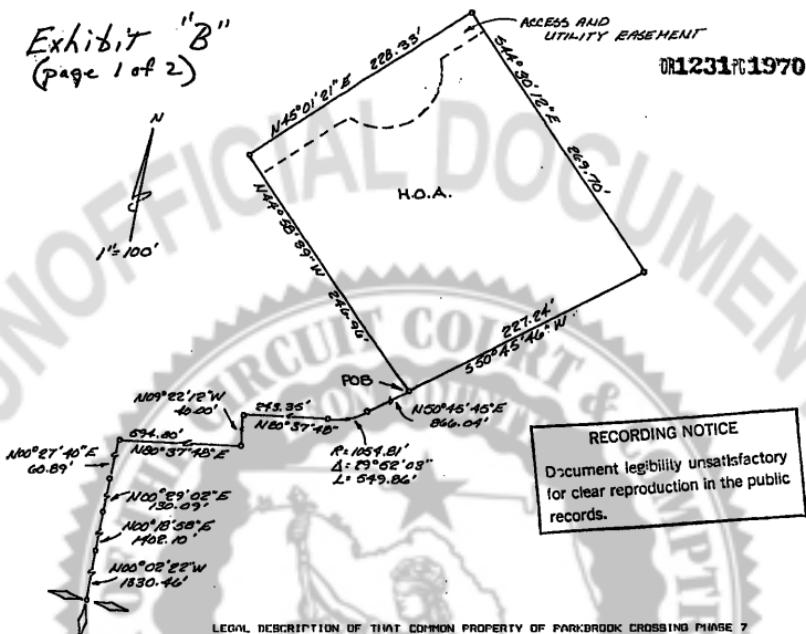


7110-B Beech Ridge Trail  
Tallahassee, FL 32312

Brown & Associates  
Civil Engineers and Land Surveyors Inc.

Telephone: (904) 893-1430

Exhibit "B"  
(page 1 of 2)



LEGAL DESCRIPTION OF THAT COMMON PROPERTY OF PARKBROOK CROSSING PHASE 7  
LOCATED IN THE LOWER NORTHEAST CORNER OF THE OVERALL LAND TRACT

Commence at the southwest corner of Section 33, Township 1 North, Range 1 East, Leon county, Florida and run thence along the section line along a bearing of North 00 degrees 02 minutes 22 seconds West 1330.46 feet to a concrete monument, thence North 00 degrees 19 minutes 29 seconds East 1402.10 feet to a concrete monument, thence North 00 degrees 22 minutes 02 seconds East 130.09 feet to a concrete monument thence North 00 degrees 27 minutes 40 seconds East 60.89 feet to a concrete monument.

THENCE North 00 degrees 37 minutes 48 seconds East a distance of 394.00 feet to a point for corner;

THENCE North 09 degrees 22 minutes 12 seconds West a distance of 40.00 feet to a point for corner;

THENCE North 00 degrees 37 minutes 48 seconds East a distance of 243.35 feet to a point on a curve;

THENCE along a curve to the left having a radius of 1054.81 feet, a central angle of 029 degrees 52 minutes 03 seconds, an arc length of 549.86 feet, and a chord which bears North 65 degrees 41 minutes 47 seconds East to a point on a line;

THENCE North 56 degrees 45 minutes 45 seconds East a distance of 866.04 to an iron pin and the POINT OF BEGINNING (POB). From said POB run

THENCE North 44 degrees 58 minutes 39 seconds West a distance of 246.96 feet to a point for corner;

THENCE North 45 degrees 01 minutes 21 seconds East a distance of 228.35 feet to a point for corner;

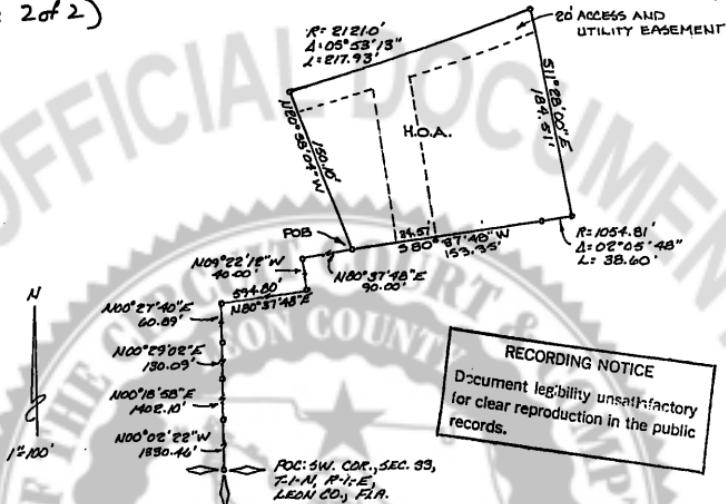
THENCE South 44 degrees 30 minutes 12 seconds East a distance of 267.70 feet to a point for corner;

THENCE South 50 degrees 45 minutes 46 seconds West a distance of 227.24 feet to the POINT OF BEGINNING.

RECORDING NOTICE  
Document legibility unsatisfactory  
for clear reproduction in the public  
records.

Exhibit "B"  
(page 2 of 2)

DR1231c1971



LEGAL DESCRIPTION OF THE COMMON AREA IN PARKROOK CROSSING PHASE 7  
LOCATED AT THE ENTRANCE CONNECTING VICTORY GARDEN DRIVE

Commence at the southwest corner of Section 33, Township I North, Range I East, Leon County, Florida and run thence along the section line along a bearing of North 00 degrees East 100.00 feet to a concrete monument thence North 00 degrees East 100.00 feet to a concrete monument thence North 00 degrees 02 seconds East 100.00 feet to a concrete monument thence North 00 degrees 27 minutes 40 seconds East 100.00 feet to a concrete monument thence North 00 degrees 27 minutes 40 seconds East 100.00 feet to a concrete monument.

THENCE North 80 degrees 37 minutes 48 seconds East a distance of 594.80 feet to a point for corner.

THENCE North 09 degrees 22 minutes 12 seconds West a distance of 40.00 feet to a point for corner.

THENCE North 80 degrees 37 minutes 48 seconds East a distance of 90.00 to an iron pin and the POINT OF BEGINNING (POB). From said POB run

THENCE North 20 degrees 38 minutes 04 seconds West a distance of 150.10 feet to a point on a survey.

THENCE along a curve to the left having a radius of 2121.00 feet, a central angle of .005 degrees 53 minutes 13 seconds, an arc length of 217.93 feet, and a chord which bears North 70 degrees 36 minutes 46 seconds East to a point on a line.

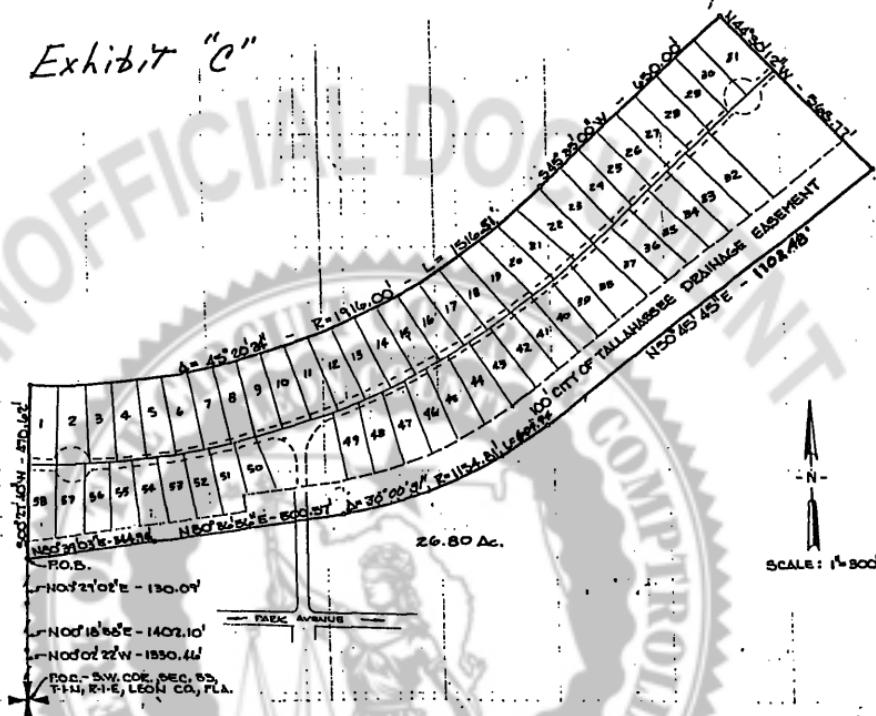
THENCE South 11 degrees 28 minutes 00 seconds East a distance of 184.51 feet to a point on a curve;

THENCE along a curve to the right having a radius of 1054.81 feet, a central angle of .002 degrees 05 minutes 48 seconds, an arc length of 38.60 feet, and a chord which bears South 79 degrees 34 minutes 56 seconds West to a point on a line;

THENCE South 80 degrees 37 minutes 48 seconds West a distance of 153.35 feet to the POINT OF BEGINNING.

RECORDING NOTICE  
Document legibility unsatisfactory  
for clear reproduction in the public  
records.

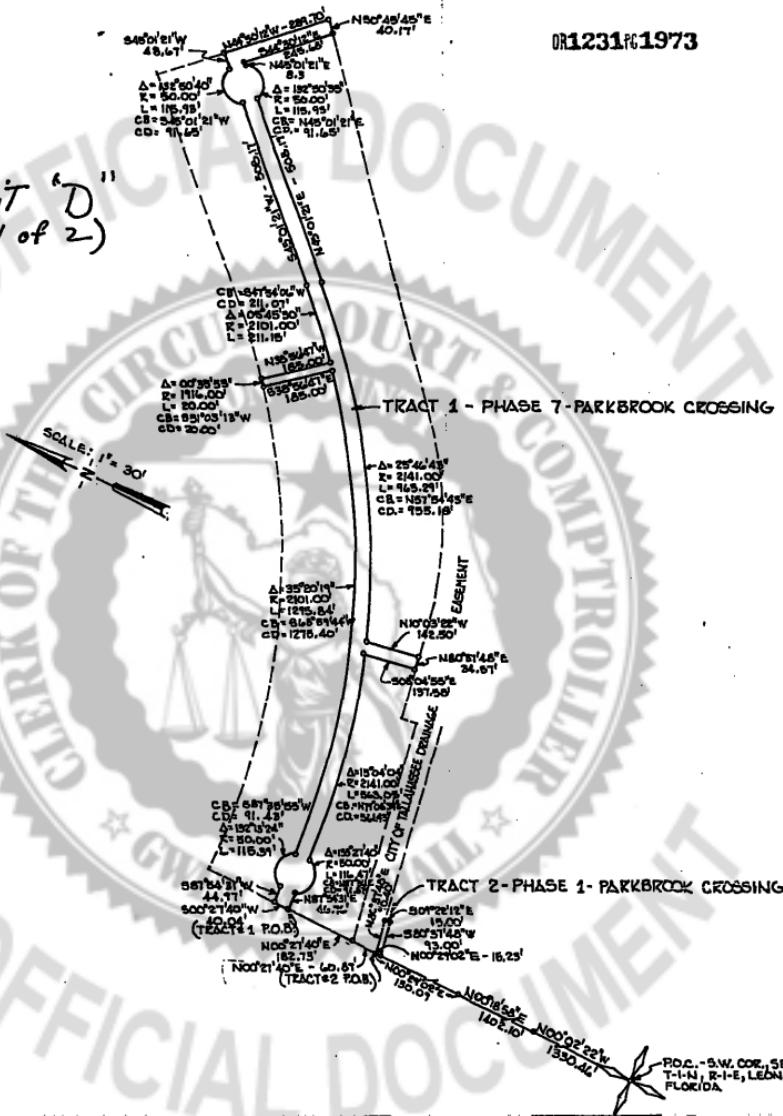
Exhibit "C"

LEGAL DESCRIPTION OF A 26.8 ACRE PARCEL COMPRISING PHASE VII OF  
NELSON/DEAN PARK BROOK CROSSING PROJECT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 33, NORTH 00 DEGREES 02 MINUTES 22 SECONDS 53 WEST 1330.46 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 58 SECONDS EAST 1402.10 FEET TO A TERRA COTTA MONUMENT LYING ON THE NORTH RIGHT-OF-WAY OF PARK AVENUE; FROM SAID MONUMENT CONTINUO ALONG SAID WEST BOUNDARY OF SECTION 33 NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST 130.09 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING LEAVE SAID WEST BOUNDARY OF SECTION 33 AND RUN ALONG THE SOUTHERLY BOUNDARY LINE OF A CITY OF TALLAHASSEE 50 FOOT AND 100 FOOT WIDTH DRAINAGE EASEMENT SAID SOUTHERLY BOUNDARY LINE DESCRIBED AS FOLLOWS: NORTH 80 DEGREES 39 MINUTES 03 SECONDS EAST 344.98 FEET TO A CONCRETE MONUMENT; THENCE NORTH 80 DEGREES 36 MINUTES 56 SECONDS EAST 500.57 FEET TO A CONCRETE MONUMENT AND A POINT ON A CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1154.81 FEET THROUGH A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 51 SECONDS FOR AN ARCH DISTANCE OF 604.34 FEET; THENCE NORTH 50 DEGREES 45 MINUTES 45 SECONDS EAST 1102.48 FEET; THENCE LEAVING SAID SO. THERLY DRAINAGE EASEMENT LINE PROCEED NORTH 44 DEGREES 30 MINUTES 12 SECONDS WEST 568.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY BOUNDARY ALONG A BEARING OF SOUTH 45 DEGREES 35 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 650.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1916.00 FEET THROUGH A CENTRAL ANGLE OF 45 DEGREES 20 MINUTES 24 SECONDS FOR AN ARCH DISTANCE OF 1516.51 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY PROCEED SOUTH 00 DEGREES 27 MINUTES 40 SECONDS WEST 470.62 FEET TO THE POINT OF BEGINNING, AND CONTAINING 26.8 ACRES MORE OR LESS.

Exhibit "D"  
(page 1 of 2)

DR1231 1973



**Exhibit "D"**  
(page 2 of 2)

DR1231PC1974

Legal Description of a Sanitary Sewer Easement for Park Brook Crossing, Phase 7

Commence at the southwest corner of section 33 Township 1 North Range 1 East Leon County Florida and run thence along the section line along a bearing of North 00 degrees 02 Minutes 22 Seconds West 1330.46 feet to a concrete monument; thence North 00 degrees 18 minutes 58 seconds East 1402.10 feet to a concrete monument; thence North 00 degrees 29 minutes 02 seconds East 130.09 feet to a concrete monument; thence North 00 degrees 27 minutes 40 seconds East 60.89 feet to a concrete monument; thence North 00 degrees 27 minutes 40 seconds East 182.73 feet to a concrete monument and the point of beginning. From said point of beginning run thence North 87 degrees 54 minutes 31 seconds East 46.76 feet to a point on a curve concave to the North; thence South easterly and north-easterly along said curve having a radius of 50.00 feet through a central angle of 153 degrees 27 minutes 40 seconds for an arch distance of 116.47 feet, the chord of said curve bearing North 87 degrees 36 minutes East for a chord distance of 91.87 feet to a point; thence run in a north-easterly direction along a curve concave to the northwest, said curve having a radius of 2141.00 feet, through a central angle of 15 degrees 04 minutes 04 seconds for an arch distance of 563.05 feet, said curve having a chord bearing of North 79 degrees 08 minutes 34 seconds East and a chord distance of 561.43 feet; thence South 08 degrees 04 minutes 55 seconds East 137.58 feet; thence North 80 degrees 37 minutes 48 seconds East 34.57 feet; thence North 10 degrees 03 minutes 22 seconds West 142.50 feet to a point on a curve concave to the northwest; thence north-easterly along said curve having a radius of 2141.00 feet through a central angle of 25 degrees 46 minutes 43 seconds for an arch distance of 963.29 feet, said curve having a chord bearing of North 57 degrees 56 minutes 43 seconds East and a chord distance of 955.18 feet to a point; thence North 45 degrees 01 minutes 21 seconds East 508.17 feet to a point on a curve concave to the northwest; thence South-easterly and north-easterly along said curve having a radius of 50.00 feet through a central angle of 132 degrees 50 minutes 35 seconds for an arch distance of 115.93 feet, said curve having a chord bearing of North 45 degrees 01 minutes 21 seconds East for a chord distance of 91.65 feet; thence North 45 degrees 01 minutes 21 seconds East 8.30 feet; thence South 44 degrees 30 minutes 12 seconds East 245.68 feet; thence North 50 degrees 45 minutes 45 seconds East 40.17 feet; thence North 44 degrees 30 minutes 12 seconds West 289.70 feet; thence South 45 degrees 01 minutes 21 seconds West 48.67 feet to a point on a curve concave to the southeast; thence north-westerly and south-easterly along said curve having a radius of 50.00 feet through a central angle of 132 degrees 50 minutes 40 seconds for an arch distance of 115.93 feet, said curve having a chord bearing of South 45 degrees 01 minutes 21 seconds West for a chord distance of 91.65 feet; thence South 45 degrees 01 minutes 21 seconds West 508.17 feet to a point on a curve concave to the northwest; thence south-westerly along said curve having a radius of 2101.00 feet through a central angle of 05 degrees 45 minutes 30 seconds for an arch distance of 211.15 feet, said curve having a chord bearing of South 47 degrees 54 minutes 06 seconds West for a chord distance of 211.07 feet; thence North 38 degrees 56 minutes 47 seconds West 185.00 feet to a point on a curve concave to the northwest; thence south-westerly along said curve having a radius of 1916.00 feet through a central angle of 06 degrees 35 minutes 53 seconds for an arch distance of 20.00 feet, said curve having a chord bearing of South 51 degrees 03 minutes 13 seconds West for a chord distance of 20.00 feet; thence South 38 degrees 56 minutes 47 seconds East 185.00 feet to a point on a curve concave to the northwest; thence south-westerly along said curve having a radius of 2101.00 feet through a central angle of 35 degrees 20 minutes 19 seconds for an arch distance of 1295.84 feet, said curve having a chord bearing of South 68 degrees 59 minutes 44 seconds West and a chord distance of 1275.40 feet; thence proceed in a north-westerly and south-westerly direction along a curve concave to the South, said curve having a radius of 50.00 feet through a central angle of 132 degrees 13 minutes 24 seconds for an arch distance of 115.39 feet, said curve having a chord bearing of South 87 degrees 35 minutes 55 seconds West and a chord distance of 91.43 feet; thence South 87 degrees 54 minutes 31 seconds West 44.97 feet to a point; thence South 00 degrees 27 minutes 40 seconds West 40.04 feet to the point of beginning.