

Prepared By and Return To:  
Hobbs Brothers, Inc.  
7118 Beech Ridge Trail  
Tallahassee, FL 32312

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## GOLDEN EAGLE RESIDENTIAL

### DECLARATION OF COVENANTS AND RESTRICTIONS

#### RESERVE AT THE RIDGE

(FORMERLY EAGLE'S RIDGE UNIT 9)

STATE OF FLORIDA,  
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants and Restrictions for Reserve at the Ridge, made and entered into on this 9th day of July, 2002, by Hobbs Brothers, Inc., a Florida corporation, hereinafter referred to as "Declarant" and "Developer".

WITNESSETH

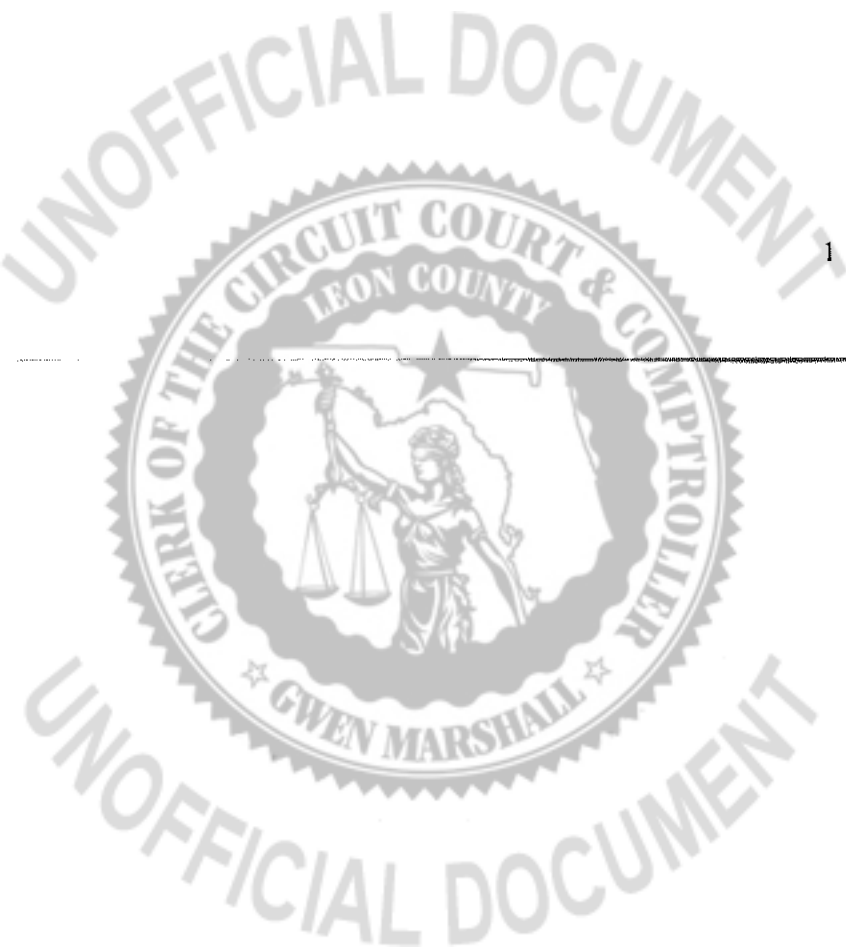
WHEREAS, Declarant is the owner of certain real property in Leon County, Florida, more particularly described in Exhibit "1" as Reserve at the Ridge, attached hereto, and;

WHEREAS, Developer 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;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created, and;

WHEREAS, an existing homeowners association has been incorporated under the laws of the state of Florida as a nonprofit corporation; the GOLDEN EAGLE HOMES ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Developer hereby declared 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 part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



**ARTICLE I**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "1", as Reserve at the Ridge, attached hereto.

**ARTICLE II**  
**DEFINITIONS**

(a) "Assessment" shall mean the sum of money determined by the Board of Directors of the Association as provided herein, which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Areas (Green Areas) pursuant to these covenants, the by-laws, and rules and Regulations adopted by the Association.

(b) "Association" shall mean and refer to GOLDEN EAGLE HOMES ASSOCIATION, INC., which shall be a Florida non-profit corporation, its successors and assigns.

(c) "Board" shall mean and refer to the Board of Directors of the Golden Eagle Homes Association, Inc.

(d) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed malls, porches, walls, docks and fences.

(e) "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from the rear or front property line that a building structure may be located (see Schedule "A").

(f) "By-laws" shall mean the by-laws of the Association.

(g) "Committee" shall mean and refer to the Architectural Control Committee ("ACC").

(h) "Open Space" shall mean all real property (including any improvements thereof), as well as drainage and pedestrian easements and ponds, owned by the Association and intended to be used for the common use and enjoyment of the Owners as provided herein.

The Open Space or Roadways to be owned by the Association at the time of the conveyance is described as the roadways described in Exhibit "2" attached hereto, and the areas designated "Open Space" or "Roadway" on the attached Exhibit "2".

(i) "Declarant" shall mean Hobbs Brothers, Inc., its grantors, successors and assigns.

(j) "Developer" shall mean Hobbs Brothers, Inc., its grantors, successors and assigns.

(k) "Directors" shall mean the Directors of the Association

(l) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines,



sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(m) "Living Area" shall mean and refer to those heated and/or air conditioned, interior dimensions, which are completely finished as living area and which shall not include garages, carports, porches, patios or storage areas.

(n) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(o) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(p) "Single family Lot" shall mean those parcels of land within the Properties which have been designated for single family development and are exclusive of the Restrictive Areas.

(q) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article V, Section 1, hereof.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure, excluding those having such interest merely as security for the performance of an obligation. "Owner" shall be construed to include a Lot Owner or a Residential Living Unit Owner.

(s) "The Properties" shall mean and refer to that certain real property described in Exhibit "1", as Reserve at the Ridge, hereof, and such additions thereto as any hereafter be brought within the jurisdiction of the Association and subjected to these or similar covenants and restrictions, as specified in Article I.

(t) "Site" shall mean a portion of contiguous portions of said property, which accommodates a single use or related uses under single control. In areas zoned for single-family use, "site" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined. After Improvement to the site providing for residential use, "site" shall mean each Residential Living Unit and its adjoining property.

(u) "Rules and Regulations" shall mean rules and regulations adopted by the Association or Architectural Control Committee.

### **ARTICLE III** **USE RESTRICTIONS**

1. Residential Only. The Developer 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. The Developer may, however, use and develop a Lot or Lots as a model home site and for display and sales offices.

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



3. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the owner's garage or at such other areas as may be designated by the Homeowners Association or the Developer.

4. Dwelling Quantity and Size. The total floor area of the main structure, exclusive of porches, garages, and patios shall not be less than the amounts designated in Schedule "A" attached hereto.

5. Nuisances. No noxious or offensive activities shall be carried on upon any Lot or Restricted Area nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

6. Animals. 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 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. All signs must be approved by the ACC. No sign of any kind other than authorized traffic control signs shall be placed on the right-of-ways or Common areas without ACC approval.

8. Trees. Regarding tree removal, all trees measuring six (6) inches in diameter at three (3) feet above the natural ground elevation are protected and may not be removed except within ten (10) feet of the footprint of the house and driveway without written approval of ACC.

9. Antennas. Exterior radio, television and satellite dishes (18" or less in diameter) and other type of antenna installations must be approved in writing by the ACC.

10. Window Units. The location of all exterior heating and/or air conditioning compressors, window units or other machinery or equipment installed after sale of any Lot by the Developer shall be submitted for approval by the ACC prior to installation.

**Violations of this Article or any other covenant and/or restriction contained in this document may be enforced by the Association, either through legal action to restrain such conduct or by an assessment of a fine against the Owner or their Contractor directly or indirectly responsible for such conduct. Such fine shall be reasonable in relationship to the offense. The Board shall create a fine schedule and procedure for the levying of fines and make same available to any owner upon request.**

#### **ARTICLE IV** **PROPERTY RIGHTS AND OBLIGATIONS**

1. Owner's Easements of Enjoyment. Every owner shall have a right and easement in and to the Restricted Areas and roadways which shall pass with the title of 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 Restricted 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 sixty (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 Restricted 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 such transfer is approved by two-thirds (2/3) vote of members present, or represented by proxy at a meeting called specifically for that purpose.

(d) The right to delegate, in accordance with policy adopted from time to time by the Directors, the right of enjoyment of the Restricted Areas, and facilities to family members, guests, tenants and contract purchasers.

2. Use of Recreational Facilities. In the event recreational facilities are constructed upon the Restricted Area, the Directors may adopt rules and regulations governing the use and control of such facilities.

3. Reservation of Easement. The Developer 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 system and similar facilities over, along, across and under all restricted areas, as well as the rear ten (10) feet of all golf course lots. Such easement shall also include the right to use all roadways on the Properties.

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

5. 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, landscaping and lawns.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3) vote, 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 VI. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article VI.

## **ARTICLE V HOMEOWNERS ASSOCIATION & MEMBERS**

1. Creation. A non-profit Florida corporation known as the Golden Eagle Homes Association was created on or about August 25, 1985.

2. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any site. Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject by covenants of record to



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assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

3. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Members shall be all those owners as defined in Article V, Section 2 with the exception of the Developer. Class A members shall be entitled to one vote for each single-family site in which they hold the interests required for membership by Article V, Section 2 on all issues other than the amendment of covenants and voting for Directors of the Association. On said issues, every owner shall have one vote. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

(b) Class B. Members shall be the Developer. The Class B members shall be entitled to four votes for each site in which it holds the interest required for membership in Subsection 1 on all issues other than the election of the Directors of the Association and the amendment of the covenants, provided that the Class B membership shall cease and become converted to Class A membership at such time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

(c) Notwithstanding any other provision in this Article, every owner shall at all times be entitled to cast one vote per site on the amendment of restrictive covenants and the election of all Directors of the Association. The first election of said Directors shall be held before more than fifty (50) percent of the sites have been sold or conveyed by the Developer.

4. Powers 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:

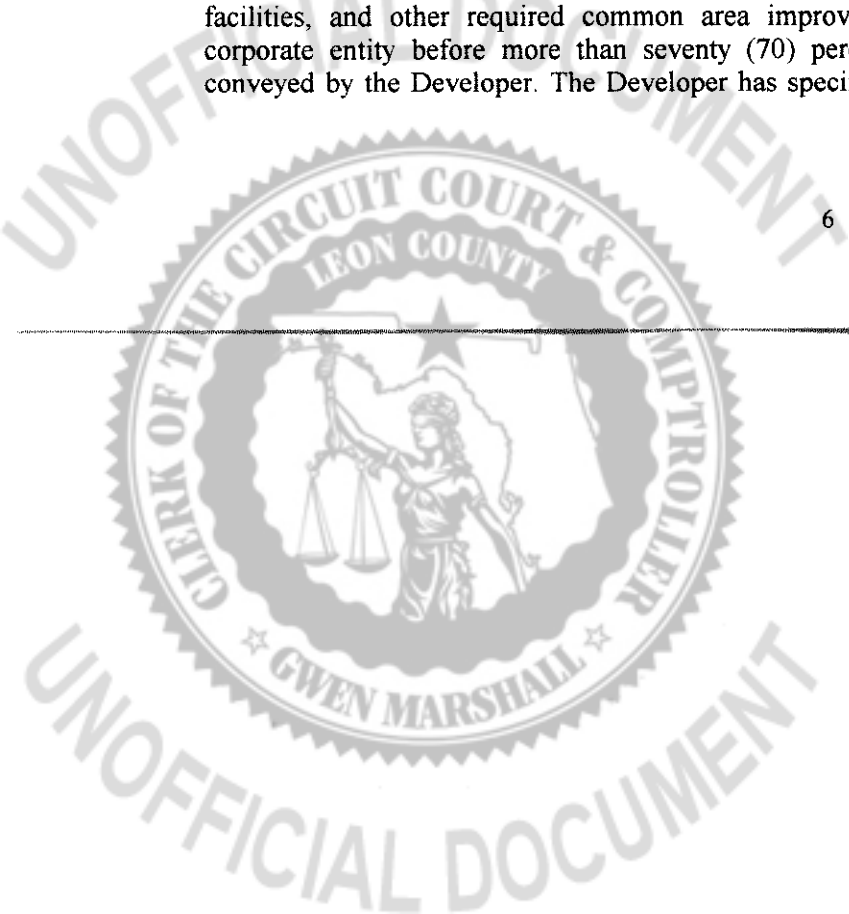
(a) It shall own in fee simple, maintain and otherwise manage all Restricted Areas and all facilities, improvements and landscaping thereon, including the entrance gates.

(b) It may grant easements, where necessary, across Restricted Areas for the location of utilities, access ways and roadways.

(c) 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, on and to any improvements located in Restricted Areas.

(d) 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.

5. Reservation by Developer. The Developer shall deed the private streets or roads, drainage facilities, and other required common area improvements to the Association or other responsible corporate entity before more than seventy (70) percent of the subdivision sites have been sold or conveyed by the Developer. The Developer has specifically reserved the right to use all restricted areas



for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

1. Creation of the Lien and Personal Obligation of Assessments. 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) annual assessments or charges; and (b) 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 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 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 health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Restricted Areas, including, but not limited to, the payment for the maintenance, repair and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Restricted Areas, lighting, maintenance of entranceways, and such other uses as may be determined by the Association.

3. Maximum Annual Assessment. Until January 1, 2003, the maximum annual assessment shall be shall be \$485.00 for each single family lot.

(a) From and after January 1, 2003, the Board may increase the maximum annual assessment each year by not more than five (5) percent above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1, 2003, the maximum annual assessment may be increased above five (5) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) The Board of Directors of Golden Eagle Homes Association, Inc., may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessment for Capital Improvements. In addition to the annual 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 upon the Restricted Areas, 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 Action Authorized Under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 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.



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6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single-family lots. All assessments shall be paid on an annual basis.

7. Date of Commencement of Annual Assessments: Due Dates. The effective date of the commencement of Annual Assessments shall be the first day of the month following plat recordation. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be April first for each full calendar year following completion of the improvements unless otherwise established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

8. Effective 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 18% per annum. The Association may bring an action at law against the Owner, who is 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 Restricted Area or 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. 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 any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. No Assessments or fines shall be made and no lien shall be created upon the following property: (a) all Common Areas or Open Spaces, including roadways, utility easements and rights of way; (b) all property owned by the Association; (c) all property owned by the Declarant or Developer, unless used by the Declarant or Developer for a personal residence or dwelling, so long as the Declarant has not sold or deeded away more than fifty (50) percent of the lots with regard to Annual Assessments, and so long as the Declarant has not sold or deeded away more than seventy-five (75) percent of the lots with regard to Special Assessments.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color or paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to consistency with the building guidelines and harmony of external design and location in relation to surrounding structures and topography by the ACC. The ACC shall have the absolute and exclusive right to refuse any building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the Developer of said lands or contiguous lands.

Section 2. The original appearance of buildings, paved areas, landscaping and fencing, whether on the Properties or the Restricted Areas, shall be maintained and preserved.



Section 3. In the event the ACC 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 Article III will be deemed to have been fully complied with.

Section 4. Architectural Control Committee. The ACC for Reserve at the Ridge, is composed of two (2) members appointed by the Association, four (4) members appointed by the Developer, and one (1) appointed by Golden Eagle Golf & County Club, Inc. A majority of the ACC may designate a representative to act for it. Neither the member of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The ACC shall have the powers and duties enumerated herein. It may approve, disapprove, or approve with modifications, the plans submitted in writing to the ACC.

Section 5. Submission of Plans. At least thirty (30) days before commencing the construction or alteration of any and all buildings, fences, or any other structures or permanent improvements on or to any Lot, the Owner shall submit a complete set of architectural and landscape plans to the ACC for its written approval, disapproval or approval with modifications, as hereinafter provided.

Section 6. Approval of Content of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any Lot until plans have been submitted to and approved in writing by the ACC. Such plans shall include the following:

(a) Site Plan. A site plan complete with dimensional locations of all proposed improvements with all building setback lines shown, limits of clearing, discharge area, or point for storm water and anomalies.

(b) Pre/post construction erosion sediment control space plan.

(c) Pre/post drainage plan. A drainage plan to show the flow of water off of the property.

(d) Soil Test. A standard four-hole test and flood letter

(e) Landscape Plan. A landscape plan shall be limited to a reservation that all areas cleared for construction shall be re-covered with sod or bedding material for designated shrub areas. Regarding tree removal, all trees measuring six (6) inches in diameter at three (3) feet above the natural ground elevation are protected and may not be removed except within ten (10) feet of the footprint of the house and driveway without written approval of the ACC.

(f) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan; and wall section.

(g) Description of Exterior Finish. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, and fences. Samples and/or manufacturers identification data shall be supplied if requested by the ACC. All exteriors must be all brick or stucco. James Hardi, vinyl or other approved materials may be used as accent.

## **ARTICLE VIII**

### **GENERAL PROVISIONS REGARDING CONSTRUCTION**

1. Architectural Review: No construction shall be commenced, performed, or allowed to be commenced or performed on any Lot without the prior written approval of the ACC. In considering



whether to approve a proposed Building or Improvement, the ACC shall consider the quality and excellence of the proposed Building and Improvement, including the style of design, the type and quality of materials, methods of construction and landscaping. Buildings and Improvements shall be consistent with landscaping and features of each Lot and shall reflect an effort to minimize the damage to valuable natural beauty and privacy. The ACC may reject any proposed Building or Improvement plan, which, in the sole judgment of the ACC, is inconsistent or inharmonious with other Buildings in the homes within Reserve at the Ridge. It is the intent of these restrictions that Buildings and Improvements approved by the ACC shall be of an appropriate quality and character, consistent with a high quality residential development in an environmentally sensitive property.

2. Clearing; Site Work Permits: No clearing or site work shall be commenced on any Lot until all construction plans, Building plans, Improvement plans, site development plans, including plans for the removal of vegetation and trees, have been approved by the ACC and until all necessary permits have been obtained, granted and issued by all governmental authorities having jurisdiction over construction of such Improvements on a Lot. The Owner will furnish evidence of such permits to the ACC on request. All building permits, notices of commencement, and other such notices shall be posted on the Lot in accordance with requirements of law.

3. Construction Procedures: During the period of construction, the ACC shall have the right to inspect the progress of construction to determine compliance with this Declaration and the plans and specifications previously approved by the ACC. Construction shall be commenced promptly after approval of plans by the ACC and shall be prosecuted diligently until completion. Construction may occur between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday; no construction activities are allowed on Sundays. Construction shall be accomplished in a manner providing the minimum interference or inconvenience to other Owners and no noxious or offensive activity shall be permitted, nor shall loud music, loud vehicles, speeding, or other such activities be allowed. The Contractor/Owner shall be responsible for any damage to any streets or roads caused by heavy equipment, earth moving equipment, bulldozers, graders, site work equipment and other such causes. During construction, the Contractor/Owner shall be responsible for maintaining a clean and attractive job site, providing trash receptacles and enforcing regular cleanups of the Lot. Construction materials and vehicles shall be kept on the site, off of and away from any streets or roads and rights of way. Storage of materials shall be neat and orderly and in an inconspicuous area of the Lot. Temporary utilities shall likewise be installed and maintained in a reasonably attractive manner.

4. Completion of Construction. Construction of all Improvements on a Lot shall be completed within one year from the approval of such Improvements by the ACC. Any proposal for change in the Improvements shall be submitted for review and approval by the ACC prior to implementation. In the event that the construction appears to the ACC to be behind schedule or progressing in a manner that it cannot be completed within the period specified in this paragraph, the ACC may demand assurances from the Contractor/Owner that construction can be completed in accordance with the terms of this paragraph. If such assurances are not satisfactory to the ACC, or if no assurances are received, the Association may take such action as the Association deems reasonably necessary to insure that completion of the Improvements will occur as specified herein, including, without limitation, the hiring of separate crews and contractors to complete the Improvements in accordance with the previously approved plans and specifications. The cost of such work by the Association, shall constitute a special assessment against the Lot on which the work occurs and shall be secured by a lien on such Lot in accordance with the lien and assessment procedures established below. The remedies available to the Association in the event of a delay in the progress of construction as specified above shall also be available to the Association in the event that the Owner abandons such construction at any time subsequent to the approval of the plans and specifications by the ACC.



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5. Approved Contractors: No construction shall be performed on any Lot except by a duly licensed contractor approved in writing by the ACC, which may require financial information, references, and other information as it deems necessary to make a deliberate decision as to the quality and stability of the contractor. The ACC shall maintain a list of approved licensed contractors, which shall be available to any Owner upon request. The ACC may revoke its approval of the contractor at any time if the ACC becomes aware of any erroneous or false information submitted by the contractor in the approval process, or if such contractor, in the sole judgment of the ACC, becomes unable or unqualified to fulfill the responsibilities of a highly competent general contractor capable of constructing the approved Building and Improvements.

Violations of this Article or any other covenant and/or restriction contained in this document may be enforced by the Association, either through legal action to restrain such conduct or by an assessment of a fine against the Owner or their Contractor directly or indirectly responsible for such conduct. Such fine shall be reasonable in relationship to the offense. The Board shall create a fine schedule and procedure for the levying of fines and make same available to any owner upon request.

#### **ARTICLE IX LIMITATION OF LIABILITY**

Section 1. Plan Approval. Neither the Developer nor its successors or assigns nor the ACC nor any member thereof shall be liable in damages to any Owner, their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or non-enforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, and their successors and assigns, waives and releases the right to bring any action, proceeding or suit against the Developer, the Association, the ACC and all members thereof to recover damages.

Section 2. Construction. Where plans are approved by the ACC (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgement or consent by the ACC to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the ACC, Developer, its successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

#### **ARTICLE X GENERAL PROVISIONS**

1. Enforcement. The Association, or and 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 an Owner to enforce any covenants or restriction 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 of Documents:

(a) 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 Developer under paragraph 4, below.

(b) 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. Any such amendments shall be recorded in the public records of Leon County, Florida. 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.

(c) Developer's Reservation to Amend: 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 said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(d.) 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. No amendment to these covenants shall be effective which alters the requirements herein imposed by Section 10-1560(a) (1)-(a) (13) of the Leon County Code without the written consent and joinder of the county which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

4. Annexation: Developer owns additional real property adjacent and contiguous to the Properties. The Developer may annex so much of said additional property from time to time, in the sole discretion of Developer, to 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 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-third (2/3) vote of the members.

5. Additional Covenants. The covenants and restrictions imposed hereby are in addition to those imposed by Hobbs Brothers, Inc. pursuant to that certain Declaration of Covenants and Restrictions dated JULY 9, 2002, 2002, as recorded in Official Records Book 2094, at Page 2313, of the Public Records of Leon County, Florida. In addition to becoming members of the Golden Eagle Homes Association, Inc., all Lot Owners shall become members of the Killearn Lakes Homeowners Association, Inc., and a possible Reserve at the Ridge Homeowners Association, and shall pay the assessments levied by said Associations.

#### **ARTICLE XI RESALE OF PROPERTY**

To assist in maintaining property values and to provide a structural plan to assist the sale of lots and homes, Twin Action Realty, Inc., or assigns ("Realtor") shall maintain a properly staffed sales office in Golden Eagle during normal business hours for Realtors. In consideration thereof, all sales and resales of all lots, improved or unimproved, shall be listed with the sales office by each Owner at the time they



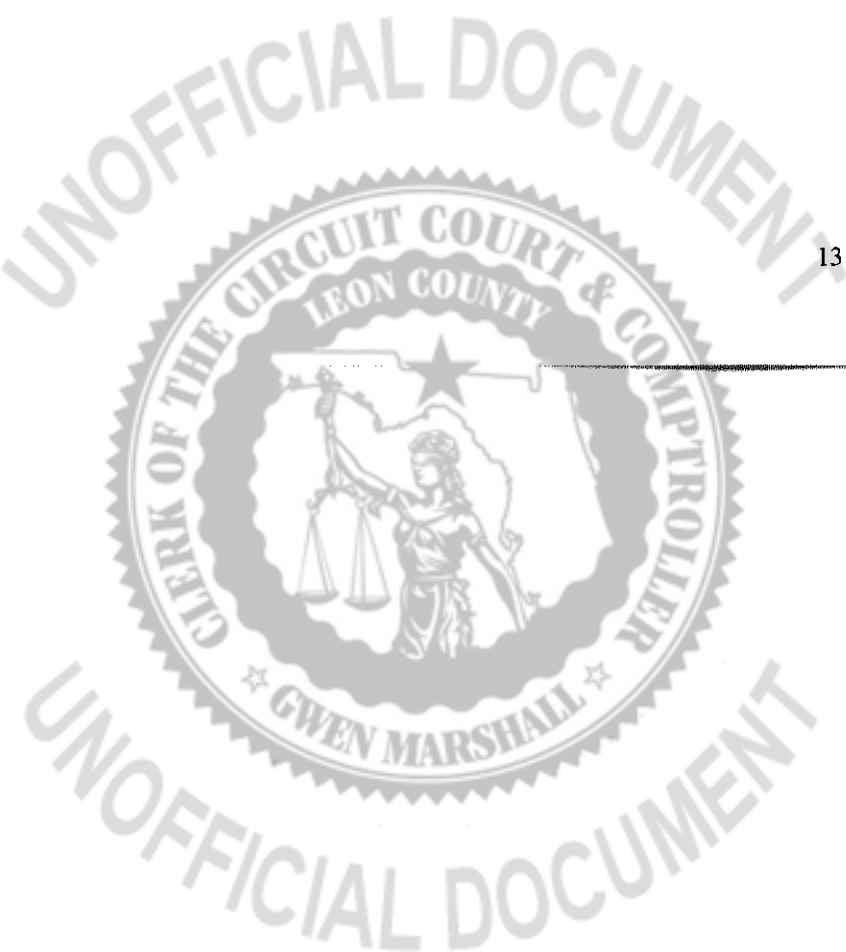
UNOFFICIAL DOCUMENT

wish to sell their property. Such listing agreement shall provide for a payment to Realtor of ten (10) percent commission on the sale of lots and a five (5) percent commission on the sale of homes. Realtor agrees to cross list the property with multiple listing service, or equivalent, in addition to providing its own sales staff. If the home or lot is sold directly by Owner, only one-half of the commission will be due Twin Action Realty, Inc., or assigns. Any such commission due shall be paid on or before the closing of the sale, whether or not the property is listed with Twin Action Realty, Inc., or assigns. Any commission not paid at closing shall become a lien upon such property. Such obligation for commission shall not apply to the sale, transfer, or assignment to an immediate family member, a transfer upon the death of an Owner(s), nor to the transfer resulting from a Foreclosure of a mortgage or sale from sheriff's deed. For purposes of this covenant, "immediate family" shall mean son(s), daughter(s), step-son(s), step-daughter(s), mother, father, step-mother, step-father, brother(s), sister(s), step-brother(s), step-sister(s), or grandchildren.

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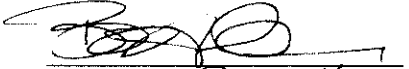
R20020060828  
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BK: R2694 PG: 02350  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

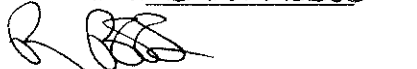
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IN WITNESS WHEREOF, the undersigned being the Declarant and Developer herein, has caused this Declaration to be executed the day and year first above written.

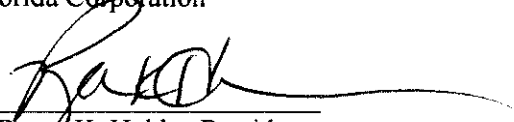
WITNESSES:

  
Print Name: Brian Hobbs

  
Print Name: REAGAN HOBBS


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RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02351  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

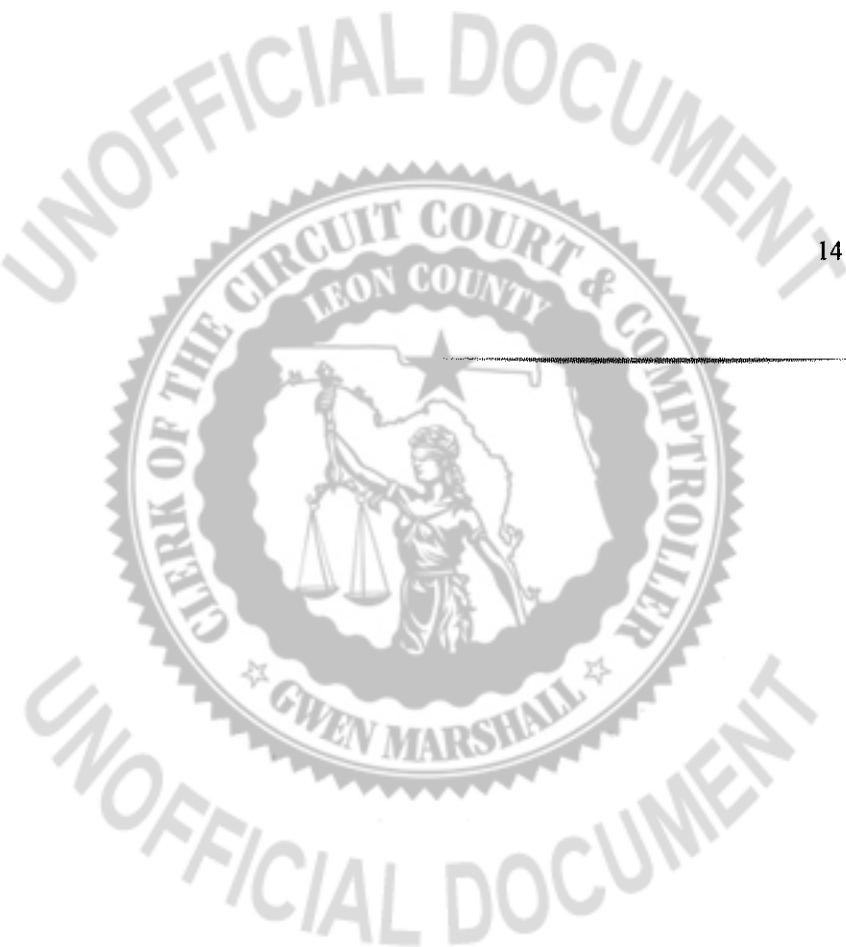
HOBBS BROTHERS, INC.  
A Florida Corporation

By:   
Roger K. Hobbs, President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of JULY, 2002, by Roger K. Hobbs, President of Hobbs Brothers, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

  
Notary Public - At Large  
My Commission Expires:



## SCHEDULE "A"

R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02352  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

### **Reserve at the Ridge** (FORMERLY EAGLE'S RIDGE UNIT 9)

#### **Dwelling Quantity Size:**

Pursuant to the provisions of this article, the heated and cooled interior ground floor area of a single story structure shall not be less than sixteen hundred (1600) square feet. However in the event the structure contains more than one story, the ground floor shall not be less than twelve hundred (1200) square feet.

#### **Building Setbacks:**

1. All buildings shall have a fifteen foot (15') front building setbacks with the following exceptions: Lots 1-9 = ten foot (10') front building setback line  
Lots 27-31 = zero foot (0') front building setback line  
Lots 32 & 33 = zero foot (0') front building setback line
2. All buildings shall have at least one (1) five foot (5') side interior setback from lot line.  
(Note: Lot 31 minimum five foot (5') separation between building structure and top of watercourse bank and foundation of structure shall be waterproofed)
3. All buildings shall have a zero foot (0') rear building setback line from rear property line.  
These setbacks include interior, golf course and lake front lots.

**Roof Pitch, Driveways, Walkways, Fences, Exterior Material shall all be restricted to specific approval of the ACC.**

**Trees are protected and must be ACC approved for removal.  
Landscape plans must be approved prior to installation.**



**Thurman Roddenberry and Associates, Inc.**  
*Professional Surveyors and Mappers*

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

**R20020060828**  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02353  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

January 24, 2002

Legal Description of a 10.85 Acre Tract  
For: Moore-Bass Consulting, Inc.

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 the Southeast corner of Lot 10 of Eagles Ridge U-5B a subdivision as per map or plat thereof recorded in Plat Book 13, Page 21 of the Public Records of Leon County, Florida, said point also lying on the Northerly right-of-way boundary of Eagles Ridge Drive. From said POINT OF BEGINNING and leaving said right-of-way boundary run North 17 degrees 48 minutes 04 seconds West 120.00 feet to a concrete monument (marked #4261), thence run North 66 degrees 45 minutes 17 seconds East 39.21 feet to a concrete monument (marked #4261), thence run North 80 degrees 50 minutes 43 seconds East 239.99 feet to a concrete monument (marked #4261), thence run North 64 degrees 08 minutes 03 seconds East 237.96 feet to a concrete monument (marked #4261), thence run North 34 degrees 59 minutes 58 seconds East 155.00 feet to a concrete monument (marked #4261), thence run South 55 degrees 00 minutes 02 seconds East 384.42 feet to a concrete monument (marked #1072), lying on the Westerly banks of Lake Blue Heron, thence run Southwesterly and Southeasterly along said Westerly banks the following 5 courses: South 00 degrees 06 minutes 17 seconds West 196.44 feet to a re-rod (marked #4016), South 11 degrees 43 minutes 15 seconds East 295.38 feet to a re-rod (marked #4016), South 03 degrees 48 minutes 05 seconds West 332.00 feet to a re-rod (marked #4016), South 25 degrees 19 minutes 47 seconds East 87.45 feet to a re-rod (marked #4016), South 11 degrees 48 minutes 13 seconds East 40.39 feet to a re-rod (marked #4016), thence leaving said Westerly banks run South 37 degrees 36 minutes 06 seconds West 198.69 feet to a re-rod (marked #732), thence run North 19 degrees 45 minutes 06 seconds West 147.59 feet to an iron rod, thence run North 18 degrees 53 minutes 08 seconds West 470.37 feet to a re-rod (marked #4016), thence run North 41 degrees 45 minutes 16 seconds West 292.91 feet to a re-rod (marked #4016), thence run South 55 degrees 19 minutes 58 seconds West 137.22 feet to a re-rod (marked #4016), thence run North 40 degrees 41 minutes 50 seconds West 75.90 feet to a concrete monument (marked #4261), thence run North 25 degrees 51 minutes 57 seconds West 120.40 feet to a concrete monument (marked #4261), thence run South 80 degrees 50 minutes 43 seconds West 29.91 feet to a concrete monument (marked #4261) lying on the Southerly right-of-way boundary of Eagles Ridge Drive, thence leaving said right-of-way boundary run North 09 degrees 09 minutes 17 seconds West 60.00 feet to a concrete monument (marked #4261) lying on the Northerly right-of-way boundary of said Eagles Ridge Drive, thence run South 80 degrees 50 minutes 43 seconds West along said right-of-way boundary 125.97 feet to a concrete monument (marked #4261) marking a point of curve to the left having a radius of 280.00 feet, through a central angle of 08 degrees 38 minutes 33 seconds for an arc distance of 42.23 feet, chord being South 76 degrees 31 minutes 27 seconds West 42.19 feet to the POINT OF BEGINNING containing 10.85 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  
Surveyor and Mapper  
Florida Certificate No: 4261

02-044R.P.



UNOFFICIAL DOCUMENT



EXHIBIT "2"  
ROADWAYS

R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02355  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

**Thurman Roddenberry and Associates, Inc.**  
*Professional Surveyors and Mappers*

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

June 25, 2002

Legal Description of a 1.21 Acre Tract  
For: Moore Bass Consulting, Inc.

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).

40.00 Foot Roadway

Commence at the Southeast corner of Lot 10 of Eagle's Ridge Unit-5B, a subdivision as per map or plat thereof recorded in Plat Book 13, Page 21 of the Public Records of Leon County, Florida said point also lying on a curve concave to the Southerly, thence run Northeasterly along said curve having a radius of 280.00 feet, through a central angle of 08 degrees 38 minutes 33 seconds for an arc distance of 42.23 feet, chord being North 76 degrees 31 minutes 27 seconds East 42.19 feet, thence run North 80 degrees 50 minutes 40 seconds East 125.79 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 80 degrees 50 minutes 43 seconds East 43.36 feet to a point of curve to the left having a radius of 220.00 feet, through a central angle of 12 degrees 51 minutes 53 seconds for an arc distance of 49.40 feet, chord being North 74 degrees 24 minutes 47 seconds East 49.29 feet, thence run North 67 degrees 58 minutes 50 seconds East 163.84 feet to a point of curve to the right having a radius of 220.00 feet, through a central angle of 86 degrees 09 minutes 13 seconds for an arc distance of 330.81 feet, chord being South 68 degrees 56 minutes 34 seconds East 300.51 feet, thence run South 25 degrees 51 minutes 57 seconds East 65.05 feet to a point of curve to the right having a radius of 320.00 feet, through a central angle of 14 degrees 08 minutes 42 seconds for an arc distance of 79.00 feet, chord being South 18 degrees 47 minutes 36 seconds East 78.80 feet, thence run South 11 degrees 43 minutes 15 seconds East 41.89 feet to a point of curve to the right having a radius of 1075.83 feet, through a central angle of 15 degrees 18 minutes 05 seconds, for an arc distance of 287.31 feet, chord being South 04 degrees 04 minutes 12 seconds East 286.46 feet, thence run South 03 degrees 34 minutes 50 seconds West 94.01 feet, thence run North 86 degrees 25 minutes 10 seconds West 77.14 feet, thence run North 18 degrees 53 minutes 08 seconds West 73.64 feet, thence run North 71 degrees 06 minutes 52 seconds East 70.64 feet to a point of curve to the left having a radius of 1035.83 feet, through a central angle of 15 degrees 14 minutes 39

Page 1 of 2



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40'rd.wy (Con't)

seconds for an arc distance of 275.59 feet, chord being North 04 degrees 05 minutes 55 seconds West 274.78 feet, thence run North 11 degrees 43 minutes 15 seconds West 41.89 feet to point of curve to the left having a radius of 280.00 feet, through a central angle of 14 degrees 08 minutes 42 seconds for an arc distance of 69.13 feet, chord being North 18 degrees 47 minutes 36 seconds West 68.95 feet, thence run North 25 degrees 51 minutes 57 seconds West 65.05 feet to a point of curve to the left, having a radius of 180.00 feet, through a central angle of 95 degrees 01 minutes 22 seconds for an arc distance of 298.52 feet, chord being North 73 degrees 22 minutes 38 seconds West 265.47 feet, thence run South 59 degrees 06 seconds 41 minutes West 94.05 feet to a point of curve to the right having a radius of 280.00 feet, through a central angle of 21 degrees 44 minutes 02 seconds for an arc distance of 106.21 feet, chord being South 69 degrees 58 minutes 42 seconds West 105.58 feet, thence run South 80 degrees 50 minutes 43 seconds West 43.39 feet, thence run North 09 degrees 09 minutes 17 seconds West 60.00 feet to the POINT OF BEGINNING containing 1.21 acres, more or less.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

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  
Surveyor and Mapper  
Florida Certificate No: 4261

02-044rd.way40'

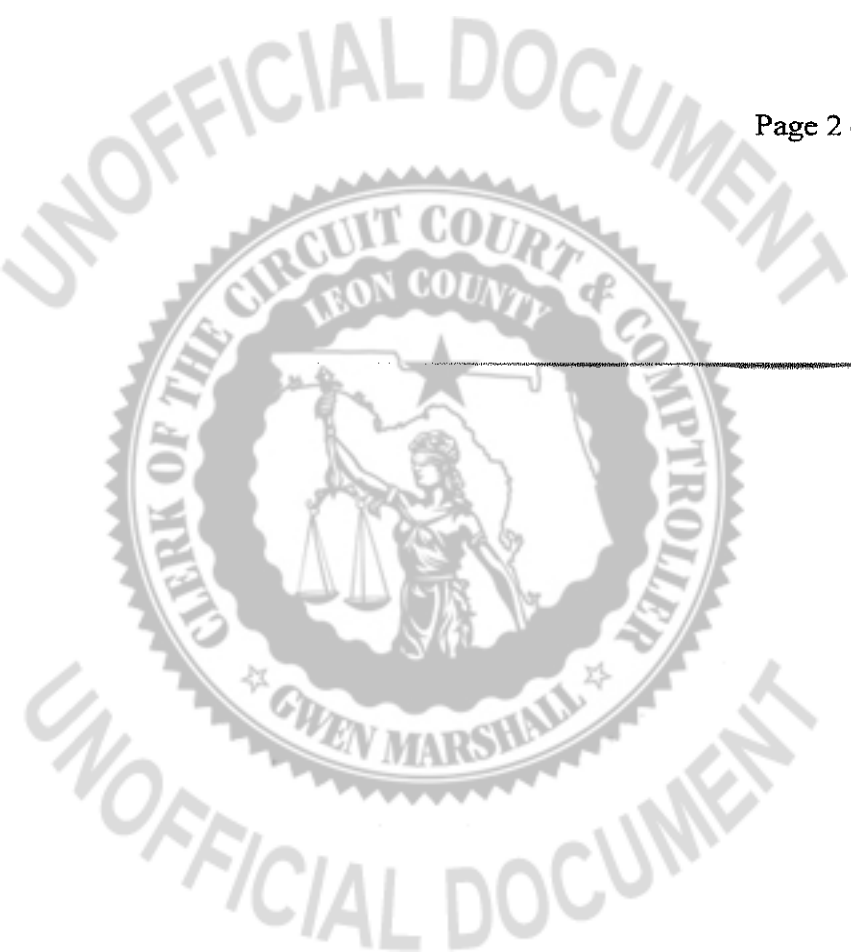


EXHIBIT "2"  
SKETCH OF ROADWAYS

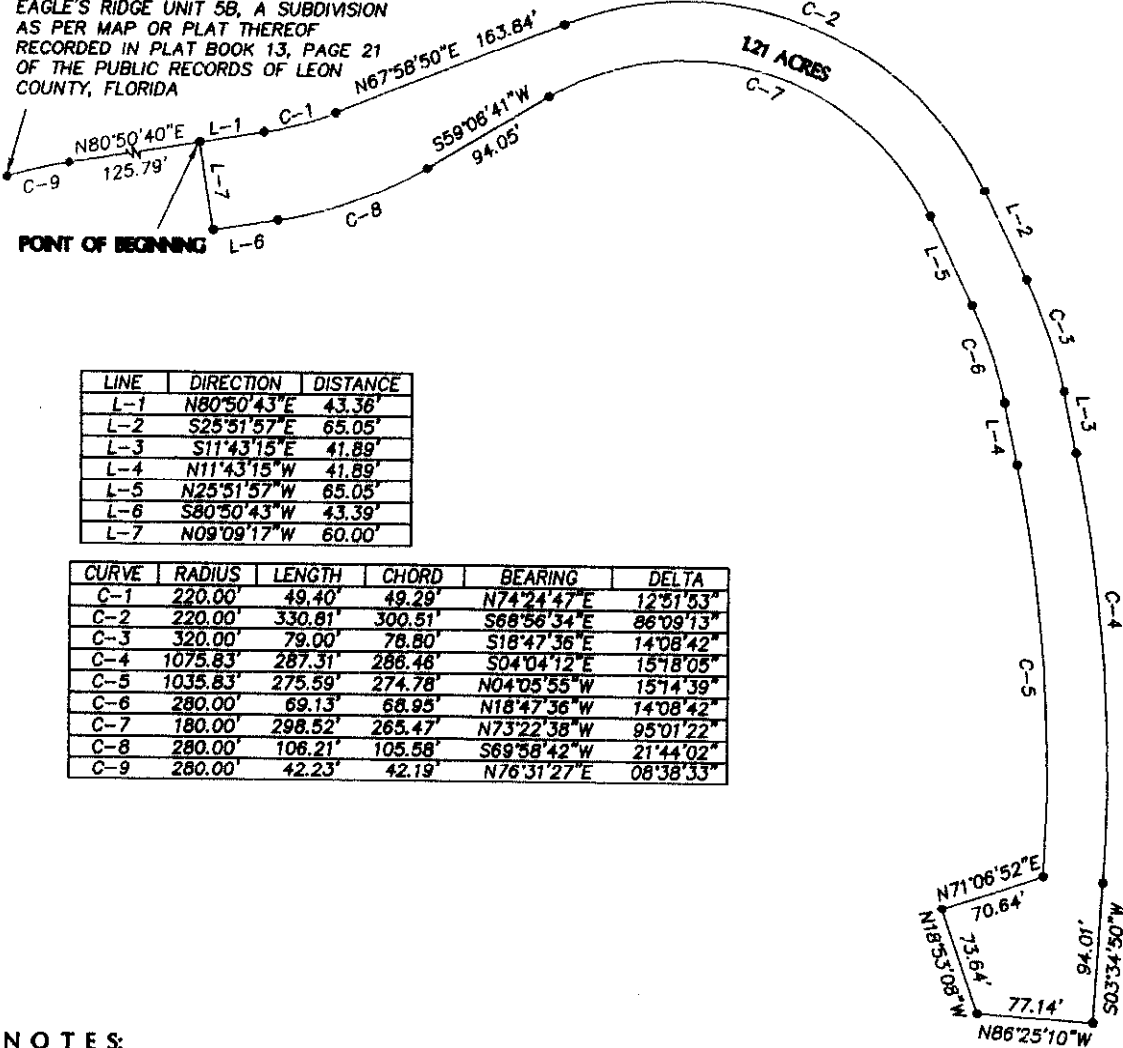
SKETCH OF ROADWAY FOR:  
MOORE BASS CONSULTING, INC.

LEGEND

● POINT NOT SET OR FOUND

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF LOT 10 OF  
EAGLE'S RIDGE UNIT 5B, A SUBDIVISION  
AS PER MAP OR PLAT THEREOF  
RECORDED IN PLAT BOOK 13, PAGE 21  
OF THE PUBLIC RECORDS OF LEON  
COUNTY, FLORIDA



LINE	DIRECTION	DISTANCE
L-1	N80°50'43"E	43.36'
L-2	S25°51'57"E	65.05'
L-3	S11°43'15"E	41.89'
L-4	N11°43'15"W	41.89'
L-5	N25°51'57"W	65.05'
L-6	S80°50'43"W	43.39'
L-7	N09°09'17"W	60.00'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	220.00'	49.40'	49.29'	N74°24'47"E	12°51'53"
C-2	220.00'	330.81'	300.51'	S68°56'34"E	86°09'13"
C-3	320.00'	79.00'	78.80'	S18°47'36"E	14°08'42"
C-4	1075.83'	287.31'	288.48'	S04°04'12"E	15°18'05"
C-5	1035.83'	275.59'	274.78'	N04°05'55"W	15°14'39"
C-6	280.00'	69.13'	68.95'	N18°47'36"W	14°08'42"
C-7	180.00'	298.52'	265.47'	N73°22'38"W	95°01'22"
C-8	280.00'	106.21'	105.58'	S69°58'42"W	21°44'02"
C-9	280.00'	42.23'	42.19'	N76°31'27"E	08°38'33"

NOTES:

1. SOURCE: Previous survey performed by this firm (Job #02-044 Dated; 01/24/01), special instructions as per client and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Northerly boundary of subdivision as per record plat prepared by this firm.
3. A current field survey has not been performed to verify the accuracy of the sketch shown hereon.
4. THIS IS NOT A BOUNDARY SURVEY.
5. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. See attached sheet for legal description.

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

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*

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

THURMAN RODDENBERRY & ASSOCIATES, INC.  
Professional Surveyors & Mappers

LB. NO. 7160

P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 962-2538

DATE: 08/23/02	DRAWN BY: MMD	N.B. Folder	COUNTY: Franklin
FILE: 0204401.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 02-044	

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PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02357  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS



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EXHIBIT "2"  
OPEN SPACE

R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02358  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

**Thurman Roddenberry and Associates, Inc.**  
**Professional Surveyors and Mappers**

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

June 25, 2002

Legal Description of a 0.22 Acre Open Space  
For: Moore Bass Consulting, Inc.

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).

Commence at the Southeast corner of lot 10 of Eagle's Ridge Unit-5B a subdivision as per map or plat thereof recorded in Plat Book 13, Page 21 of the Public Records of Leon County, Florida and run North 17 degrees 48 minutes 04 seconds West 119.77 feet, thence run North 66 degrees 45 minutes 17 seconds East 39.21 feet, thence run North 80 degrees 50 minutes 43 seconds East 239.99 feet, thence run North 64 degrees 08 minutes 03 seconds East 237.96 feet, thence run North 34 degrees 59 minutes 58 seconds East 155.00 feet, thence run South 55 degrees 00 minutes 02 seconds East 384.42 feet, thence run South 00 degrees 06 minutes 17 seconds West 196.44 feet, thence run South 11 degrees 43 minutes 15 seconds East 295.38 feet, thence run South 03 degrees 48 minutes 05 seconds West 332.00 feet, thence run South 25 degrees 19 minutes 47 seconds East 87.45 feet, thence run South 11 degrees 48 minutes 13 seconds East 40.39 feet, thence run South 37 degrees 36 minutes 06 seconds West 198.69 feet, thence run North 19 degrees 45 minutes 06 seconds West 11.05 feet, thence run North 37 degrees 36 minutes 06 seconds East 155.46 feet, thence run North 11 degrees 48 minutes 13 seconds West 53.60 feet, thence run North 25 degrees 19 minutes 47 seconds West 92.39 feet, thence run North 03 degrees 48 minutes 05 seconds East 86.65 feet, thence run North 86 degrees 25 minutes 10 seconds West 98.45 feet, thence run North 03 degrees 34 minutes 50 seconds East 24.96 feet, thence run South 86 degrees 25 minutes 10 seconds East 97.92 feet, thence run North 03 degrees 48 minutes 05 seconds East 217.02 feet, thence run North 11 degrees 43 minutes 15 seconds West 260.17 feet, thence run South 82 degrees 10 minutes 02 seconds West 103.99 feet to a point of curve to the left having a radius of 320.00 feet, through a central angle of 02 degrees 48 minutes 07 seconds for an arc distance of 15.65 feet, chord being North 24 degrees 27 minutes 54 seconds West 15.65 feet, thence run North 25 degrees 51 minutes 57 seconds West 15.78 feet, thence run North 82 degrees 10 minutes 02 seconds East 110.49 feet, thence run North 00 degrees 06 minutes 17 seconds East 185.83 feet, thence run North 55 degrees 00 minutes 02 seconds West 23.46 feet, thence run North 34 degrees 59 minutes 58 seconds East 20.00 feet, thence run North 55 degrees 00 minutes 02 seconds West 139.68 feet, thence run South 29 degrees 44 minutes 18 seconds West 149.54 feet, thence run North 05 degrees 56 minutes 13 seconds West 100.00 feet, thence run South 84 degrees 03 minutes 47 seconds West 50.00 feet, thence run North 05 degrees 56 minutes 13 seconds West 4.60 feet, thence run South 84 degrees 03 minutes 47 seconds West

Page 1 of 2



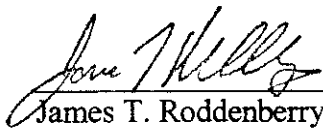
R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02359  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

0.22 acres, more or less. trt. (Con't)

50.00 feet, thence run South 05 degrees 56 minutes 13 seconds East 72.42 feet, thence run South 25 degrees 51 minutes 57 seconds East 44.40 feet to a point of curve to the left having a radius of 220.00 feet, through a central angle of 09 degrees 27 minutes 02 seconds for an arc distance of 36.29 feet, chord being North 81 degrees 43 minutes 37 seconds West 36.25 feet, thence run North 25 degrees 51 minutes 57 seconds West 123.36 feet, thence run South 64 degrees 08 minutes 03 seconds West 227.05 feet, thence run South 80 degrees 50 minutes 43 seconds West 225.46 feet, thence run South 09 degrees 09 minutes 17 seconds East 95.02 feet to a point of curve to the left having a radius of 280.00 feet, through a central angle of 07 degrees 59 minutes 33 seconds, chord being South 76 degrees 11 minutes 57 seconds West 39.03 feet to the POINT OF BEGINNING containing 0.22 acres, more or less.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

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  
Surveyor and Mapper  
Florida Certificate No: 4261

02-044ac.0.22(open space)

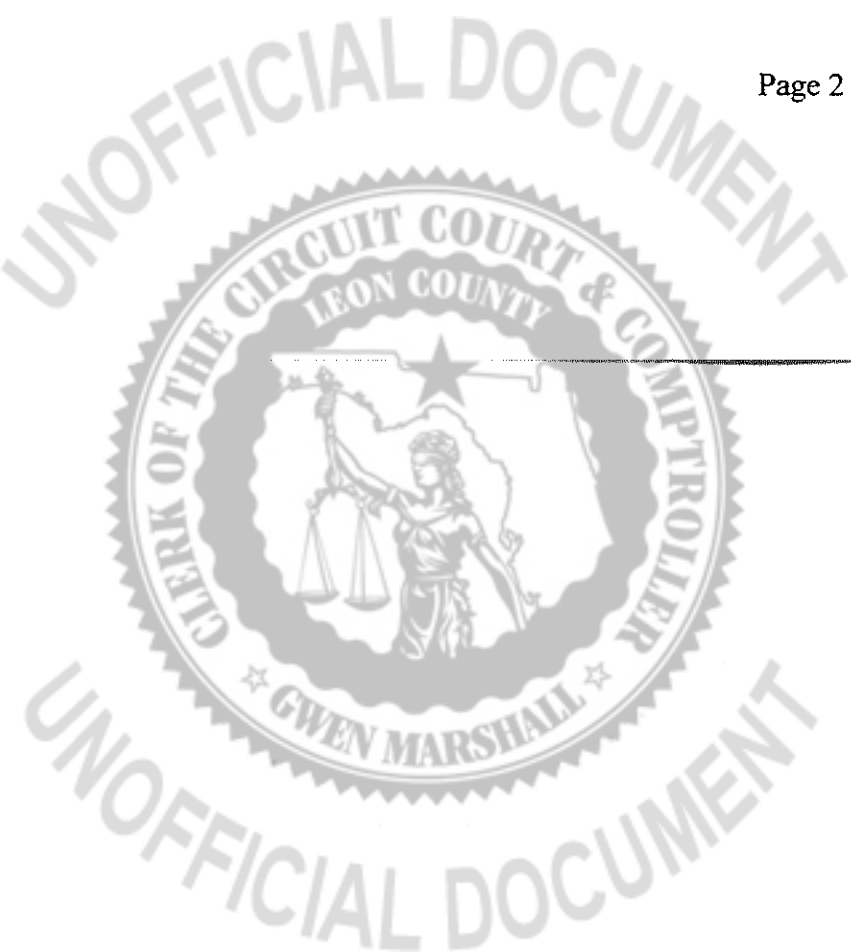
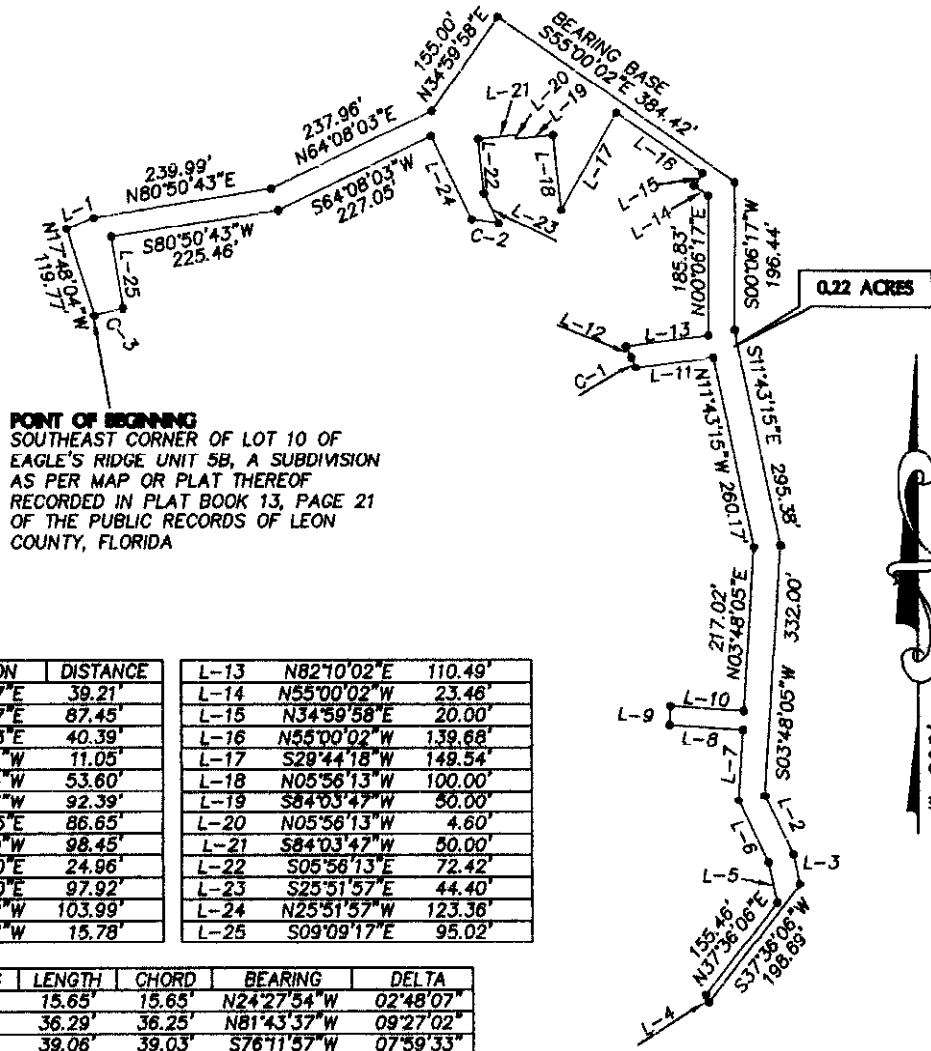


EXHIBIT "2"  
SKETCH OF OPEN SPACE

SKETCH OF OPEN SPACE FOR:  
MOORE BASS CONSULTING, INC.

LEGEND

● POINT NOT SET OR FOUND



POINT OF BEGINNING  
SOUTHEAST CORNER OF LOT 10 OF  
EAGLE'S RIDGE UNIT 5B, A SUBDIVISION  
AS PER MAP OR PLAT THEREOF  
RECORDED IN PLAT BOOK 13, PAGE 21  
OF THE PUBLIC RECORDS OF LEON  
COUNTY, FLORIDA

LINE	DIRECTION	DISTANCE
L-1	N66°45'17"E	39.21'
L-2	S25°19'47"E	87.45'
L-3	S11°48'13"E	40.39'
L-4	N19°45'06"W	11.05'
L-5	N11°48'13"W	53.60'
L-6	N25°19'47"W	92.39'
L-7	N03°48'05"E	86.65'
L-8	N86°25'10"W	98.45'
L-9	N03°34'50"E	24.96'
L-10	S86°25'10"E	97.92'
L-11	S82°10'02"W	103.99'
L-12	N25°51'57"W	15.78'

L-13	N82°10'02"E	110.49'
L-14	N55°00'02"W	23.46'
L-15	N34°59'58"E	20.00'
L-16	N55°00'02"W	139.68'
L-17	S29°44'18"W	149.54'
L-18	N05°56'13"W	100.00'
L-19	S84°03'47"W	50.00'
L-20	N05°56'13"W	4.60'
L-21	S84°03'47"E	50.00'
L-22	S05°56'13"E	72.42'
L-23	S25°51'57"E	44.40'
L-24	N25°51'57"W	123.36'
L-25	S09°09'17"E	95.02'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	320.00'	15.65'	15.65'	N24°27'54"W	02°48'07"
C-2	220.00'	36.29'	36.25'	N81°43'37"W	09°27'02"
C-3	280.00'	39.06'	39.03'	S76°11'57"W	07°59'33"

NOTES:

1. SOURCE: Previous survey performed by this firm (Job #02-044 Dated; 01/24/01), special instructions as per client and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Northerly boundary of subdivision as per record plat prepared by this firm.
3. A current field survey has not been performed to verify the accuracy of the sketch shown hereon.
4. THIS IS NOT A BOUNDARY SURVEY.
5. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. See attached sheet for legal description.

I hereby certify that this is a true and correct representation of the sketch shown hereon and that this sketch meets the minimum technical standards for land surveying (Chapter 51G17-6, Florida Administrative Code).

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  
Surveyor and Mapper  
Florida Certificate No. 4261

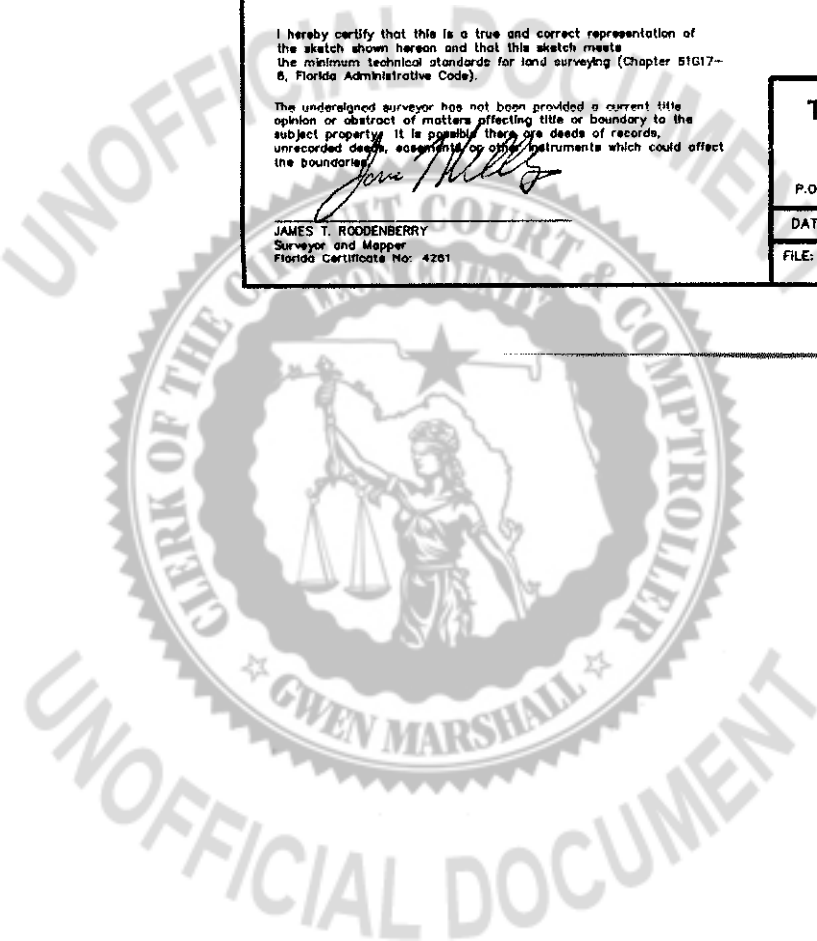
THURMAN RODDENBERRY & ASSOCIATES, INC.  
Professional Surveyors & Mappers

L.B. NO. 7160

P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 962-2538

DATE: 06/23/02	DRAWN BY: MMD	N.B. Folder	COUNTY: Franklin
FILE: 0204401.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 02-044	

R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02360  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS



**Thurman Roddenberry and Associates, Inc.**  
**Professional Surveyors and Mappers**

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538  
Fax: 850-962-1103

June 25, 2002

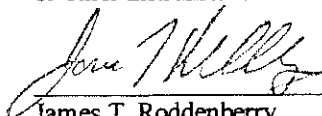
Legal Description of a 0.55 Acre Open Space  
For: Moore Bass Consulting, Inc.

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).

Commence at the Southeast corner of lot 10 of Eagle's Ridge Unit-5B a subdivision as per map or plat thereof recorded in Plat Book 13, Page 21 of the Public Records of Leon County, Florida said point also lying on a curve concave to the Southerly, thence run Northeasterly along said curve having a radius of 280.00 feet, through a central angle of 08 degrees 38 minutes 33 seconds for an arc distance of 42.23 feet, chord being North 76 degrees 31 minutes 27 seconds East 42.19 feet, thence run North 80 degrees 50 minutes 40 seconds East 125.79 feet, thence run South 09 degrees 09 minutes 17 seconds East 60.00 feet, thence run North 80 degrees 50 minutes 43 seconds East 29.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 25 degrees 51 minutes 57 seconds East 120.41 feet, thence run South 40 degrees 41 minutes 50 seconds East 75.90 feet, thence run North 55 degrees 19 minutes 58 seconds East 137.22 feet, thence run South 41 degrees 45 minutes 16 seconds East 292.91 feet, thence run South 18 degrees 53 minutes 08 seconds East 153.03 feet, thence run North 71 degrees 06 minutes 52 seconds East 29.90 feet, thence run North 18 degrees 53 minutes 08 seconds West 171.66 feet, thence run North 41 degrees 45 minutes 16 seconds West 192.56 feet, thence run North 64 degrees 08 minutes 03 seconds East 192.92 feet, thence run North 25 degrees 51 minutes 57 seconds West 10.00 feet, thence run South 64 degrees 08 minutes 03 seconds West 195.76 feet, thence run North 41 degrees 45 minutes 16 seconds West 84.16 feet to a point of curve to the left having a radius of 35.00 feet, through a central angle of 82 degrees 54 minutes 46 seconds for an arc distance of 50.65 feet, chord being North 83 degrees 12 minutes 39 seconds West 46.34 feet, thence run South 55 degrees 19 minutes 58 seconds West 130.86 feet, thence run North 40 degrees 41 minutes 50 seconds West 40.46 feet, thence run North 25 degrees 51 minutes 57 seconds West 116.43 feet, thence run South 80 degrees 50 minutes 43 seconds West 10.30 feet to the POINT OF BEGINNING containing 0.55 acres, more or less.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

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  
Surveyor and Mapper  
Florida Certificate No: 4261

02-044ac.0.55(open space)



EXHIBIT "2"  
SKETCH OF OPEN SPACE

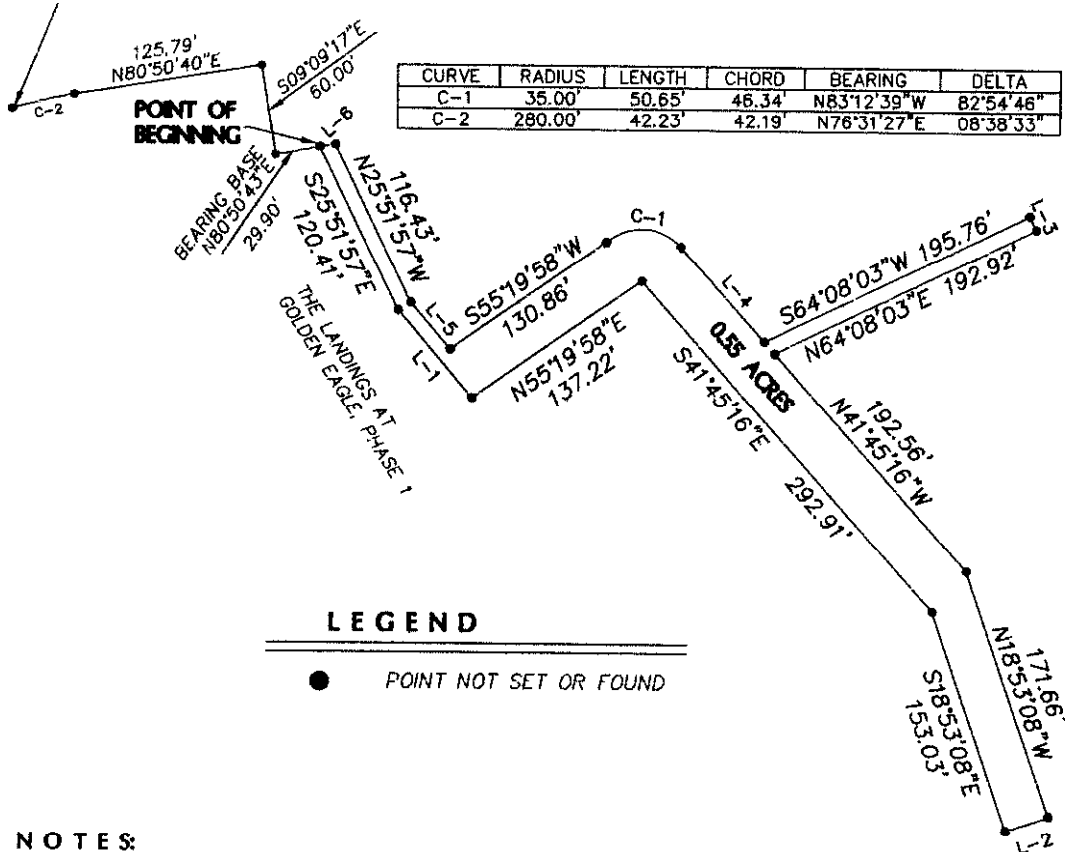
SKETCH OF OPEN SPACE FOR:  
MOORE BASS CONSULTING, INC.

**POINT OF COMMENCEMENT**

SOUTHEAST CORNER OF LOT 10 OF EAGLE'S RIDGE UNIT 5B, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 21 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA.

LINE	DIRECTION	DISTANCE
L-1	S40°41'50"E	75.90'
L-2	N71°06'52"E	29.90'
L-3	N25°51'57"W	10.00'
L-4	N41°45'16"W	84.16'
L-5	N40°41'50"W	40.46'
L-6	S80°50'43"W	10.30'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	35.00'	50.65'	46.34'	N83°12'39"W	82°54'46"
C-2	280.00'	42.23'	42.19'	N76°31'27"E	08°38'33"



**LEGEND**

● POINT NOT SET OR FOUND

**NOTES:**

1. SOURCE: Previous survey performed by this firm (Job #02-044 Dated; 01/24/01), special instructions as per client and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Northerly boundary of THE LANDINGS AT GOLDEN EAGLE, PHASE I being North 80 degrees 50 minutes 43 seconds East as per previous above mentioned survey.
3. A current field survey has not been performed to verify the accuracy of the sketch shown hereon.
4. THIS IS NOT A BOUNDARY SURVEY.
5. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. See attached sheet for legal description.

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

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*

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

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L.B. NO. 7160

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DATE: 08/23/02	DRAWN BY: MMD	N.B. Folder	COUNTY: Franklin
FILE: 02044-053.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 02-044	

R20020060828  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2694 PG: 02362  
JUL 12 2002 12:54 PM  
BOB INZER, CLERK OF COURTS

SCALE 1" = 100'

