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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE TIMBERS

PAUL C. HARTSFIELD
CLERK OF CIRCUIT COURT

THIS AMENDED AND RESTATED DECLARATION is made and executed this 14th day of February, 1991, by Mission Road Properties, Inc., a Florida corporation, hereinafter referred to as "Declarant", The Timbers Homeowners' Association, Inc., hereinafter referred to as the "Association", and other owners of record of the hereinafter described property, as evidenced by their joinders herein.

W I T N E S S E T H:

WHEREAS, the property described as Parcel 1 in "Exhibit A" attached hereto and by reference made a part hereof is subject to that Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 902, Page 668, of the Public Records of Leon County, Florida, and re-recorded in Official Records Book 914, Page 1783 of the Public Records of Leon County, Florida; and

WHEREAS, the property described as Parcel 2 in "Exhibit A" attached hereto is subject to that Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1005, Page 784, of the Public Records of Leon County, Florida; and

WHEREAS, the property described as Parcel 3 in "Exhibit A" attached hereto is subject to that Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1043, Page 1289, of the Public Records of Leon County, Florida; and

WHEREAS, some of the property described in "Exhibit A" has been conveyed to others without being subject to any Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the parties intend that this Declaration will meet FHA requirements and possibly allow FHA financing to be available to future purchasers of lots within the development;

WHEREAS, the Declarant, the Association and all owners who have joined in the execution of this Declaration desire that all lots be subject to uniform restrictions and covenants and all owners be members of a single association;

NOW THEREFORE, the parties hereto and the owners of lots within Parcels 1, 2 and 3 of "Exhibit A" who have executed a joinder hereto, being the required number of owners so entitled to do so, amend the hereinabove described Declarations of Covenants, Conditions and Restrictions as they relate to Parcels 1, 2 and 3 of "Exhibit A" and subject those Parcels to this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and the parties hereto and the owners of all the remaining property described in "Exhibit A" who have executed a joinder hereto hereby subject such property to this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and all of the parties agree that all of the properties described in "Exhibit A" attached hereto 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 The Timbers Homeowners' Association, Inc., a Florida corporation not for profit, 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 described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to each of the lots shown on the unrecorded plats of The Timbers, a copy of which is attached hereto as "Exhibit B" and by reference made a part hereof.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. After the completion of construction of the units and after a final survey has been performed, the Declarant will convey to the Association for the common use and enjoyment of the Owners, the Properties, less and except the Lots and less and except the roadways, or easements over the roadways, serving the remaining property owned by the Declarant, as described by final survey. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed. The conveyance of Common Areas will be made subject to real property taxes for the year of the conveyance, and easements and restrictions of record, and will reserve the right to grant access and utility easements to Owners.

Section 6. "Private Drives" shall mean and refer to common access easements as shown on the unrecorded plats of the Timbers, copies of which are attached hereto as "Exhibit B".

Section 7. "Developer" shall mean and refer to Mission Road Properties, Inc., and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. The Developer shall at all times have the right to assign its interests herein to any successor or nominee.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner and every rental tenant of any Lot shall have a right and easement of enjoyment in and to the Private Drives and Common Areas 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 take such steps as are reasonably necessary to protect the Properties against foreclosure;

(b) all provisions of this Declaration, any plat of all or part or parts of the Properties and the Articles and By-Laws of the Association;

(c) rules and regulations adopted by the Association governing use and enjoyment of the Private Drives and Common Area;

(d) the right of the Association to suspend the voting rights and right to use of the Common Area 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; and

(e) the right of the Association to dedicate or transfer all or any part of the Private Drives and/or Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association and applicable governmental authorities or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded).

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. All persons or entities who are record Owners of Lots and the Declarant (at all times as long as it owns any property subject to this Declaration or has the right to appoint

a Director of the Association) shall be members of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. 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 one class of voting membership which shall consists of all Owners, including the Declarant, and the members shall be entitled to one (1) 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, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE

The Association shall at all times maintain the Private Drives and Common Area in good condition and repair.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon

the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonably necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

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

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

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

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

choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Arbitration procedures shall be conducted in accordance with Chapter 682, Florida Statutes, known as the Florida Arbitration Code.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance), including any purchaser at a judicial sale, but not, however, any holder of any mortgage to which the assessed lien is subordinate, as provided hereafter, shall be deemed to covenant and agree to pay to the Association: (1) annual or quarterly assessments or charges, and (2) any special assessments for capital improvements and major repairs, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual or quarterly assessments and special assessments, together with interest thereon from the due date at the rate of 15% per annum, and costs of collection thereof (including attorneys' fees) shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and shall be a continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Drives or Common Area or abandonment of this Lot. 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 for the purpose of promoting the recreation, health, safety, and welfare of the

residents in the Property and in particular for the improvement and maintenance of the Private Drives, Common Area and, in accordance with Article V above, of the homes situated upon the Properties, for landscaping and for other community improvements on boundaries or in rights-of-way, including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Amount of Assessment. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Special Assessments for Capital Improvements. In addition to the annual or quarterly assessments authorized above, the Association may levy a special assessment 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 Private Drives and 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 members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of the membership shall constitute a quorum.

Section 5. Uniform Rate of Assessment and Collection. All regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 6. Date of Commencement of Assessments; Due Dates.

The regular assessments provided for herein shall commence as to all Lots on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

Section 7. Duties of the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the assessment against each Lot at least thirty (30) days in advance of such date or period; and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. The due date of any assessment shall be established by the Board of Directors in the resolution authorizing such assessment. 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 the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment; The Lien; Personal Obligation; Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and such assessment, together with such interest thereon and cost of collection thereof, shall thereupon become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his grantees, heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within 20 days after the delinquency date (the date the assessment was due as fixed by the

Board of Directors of the Association), the assessment shall bear interest from the date of delinquency at the rate of 15% per annum; and the Association may at any time thereafter bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or an action on the personal obligation against the Owner. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action (including a reasonable attorneys' fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action.

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 mortgage. The 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which become 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.

Section 10. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

(b) all Private Drives and Common Area as defined in Article I hereof; and

(c) all Properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. Any Owner of any exempted property shall not have any membership rights or obligations with respect to the exempted property as long as the property is exempted.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, tennis court, carport, antenna, sewer drain, disposal system, exterior cooking facility or other structure shall be commenced, erected, placed or maintained upon any of the Properties, nor shall any 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.

ARTICLE IX

LAND USE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration.

ARTICLE X

NUISANCES

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

ARTICLE XI

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XII

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease, signs placed and maintained by the Association and signs placed and maintained by the Developer offering the Properties for sale.

ARTICLE XIII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIV

RADIO AND TELEVISION ANTENNA

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board, provided however, the Board of Directors of the Association may completely prohibit any such antenna.

ARTICLE XV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and

until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board.

ARTICLE XVI

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an Architectural Control Committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVII

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. The failure of the Association or 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the

Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. 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 three-fourths (3/4) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. FHA/VA Approval. In the event there is ever more than one class of membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, 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.

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

WITNESSES:

Paralel B Williams
Adm. Sec.

MISSION ROAD PROPERTIES, INC.

By:

John E. Hunt, Jr.
Its: President

(Corporate Seal)



THE TIMBERS HOMEOWNERS'
ASSOCIATION, INC.

By: J. Gary Cherry, Jr.
Gary Cherry
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
14th day of February, 1991, by John E. Hunt, Jr., as
President of MISSION ROAD PROPERTIES, INC., a Florida corporation,
on behalf of the corporation.

Paralel B Williams
NOTARY PUBLIC
My commission expires:

Notary Public State of Florida
My Commission Expires Dec 15, 1997
Notary Public State of Florida



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
14th day of February, 1991, by Gary Cherry, as
President of THE TIMBERS HOMEOWNERS' ASSOCIATION, INC., a Florida
not-for-profit corporation, on behalf of the corporation.

Elwin R. Thrasher, Jr.
NOTARY PUBLIC
My commission expires:



ELWIN R. THRASHER, JR.
MY COMMISSION EXPIRES
JULY 12, 1993
BONDED THRU TROY FAIR INSURANCE, INC.

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EXHIBIT A

Parcel 1

CR1479P0762

Phases 1 and 2

Commence at the Northeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 North; Range 1 West, Leon County, Florida (also the Northwest corner of Lot 7 of White Subdivision, a subdivision as per map or plat thereof recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida), and run,

Thence South 00 degrees 04 minutes East 170.50 feet,

Thence South 89 degrees 54 minutes West 330.00 feet to a point on the Westerly right of way boundary of Yonview Drive,

Thence North 01 degrees 16 minutes 30 seconds East along said Westerly right of way boundary 104.95 feet to a point of curve to the right.,

Thence along said right of way curve with a radius of 229.99 feet through a central angle of 36 degrees 40 minutes, for an arc distance of 147.18 feet,

Thence North 37 degrees 56 minutes 30 seconds East along said Westerly right of way boundary 202.97 feet to the Southwesterly maintained right of way boundary of Mission Road,

Thence North 35 degrees 30 minutes 30 seconds West along said Southwesterly maintained right of way boundary 1,111.63 feet to a point of curve to the left,

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 34 degrees 27 minutes, for an arc distance of 321.16 feet,

Thence North 69 degrees 57 minutes 30 seconds West along said Southwesterly maintained right of way boundary 476.53 feet to a point on the Easterly right of way boundary of White Drive, said point being a Point of Beginning,

From said Point of Beginning,

Thence run South 00 degrees 02 minutes 30 seconds East along said Easterly right of way boundary 125.39 feet to a point on the centerline of right of way of the Seaboard Coastline Railroad (abandoned) said point lying on a curve concave to the Southwesterly,

Thence Southeasterly along said centerline of right of way curve with a radius of 1,722.28 feet through a central angle of 09 degrees 50 minutes 54 seconds, for an arc distance of 296.04 feet (chord of said arc being South 37 degrees 49 minutes 26 seconds East, 295.67 feet) to a point of compound curve,

Thence along said compound centerline of right of way curve with a radius of 1,323.70 feet through a central angle of 07 degrees 42 minutes 51 seconds, for an arc distance of 178.22 feet, (chord of said arc being South 29 degrees 02 minutes 33 seconds East, 178.09 feet) to a point on said centerline of right of way,

Thence run North 68 degrees 32 minutes 30 seconds East 240.43 feet,

Thence North 00 degrees 02 minutes 30 seconds East 245.00 feet to the Southwesterly maintained right of way boundary of Mission Road, said point being on a curve,

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 05 degrees 07 minutes 44 seconds for an arc distance of 47.81 feet (chord of said arc being North 67 degrees 23 minutes 38 seconds West 47.80 feet),

Thence North 69 degrees 57 minutes 30 seconds West 476.53 feet to the Point of Beginning; said parcel herein described, containing 3.2 acres, more or less.

EXHIBIT A CONTINUED

Parcel 2

DR1479P0763

Phase 7

Commence at the Northeast Corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 1 West, Leon County, Florida (also the Northwest Corner of Lot 7 of White Subdivision, a subdivision as per map or plat thereof recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida), and run thence South 00 degrees 04 minutes East 170.50 feet;

Thence South 89 degrees 54 minutes West 330.00 feet to a point on the Westerly right of way boundary of Yon View Drive;

Thence North 01 degrees 16 minutes 30 seconds East along said Westerly right of way boundary 104.95 feet to a point of curve to the right;

Thence along said right of way curve with a radius of 229.99 feet, through a central angle of 36 degrees 40 minutes, for an arc distance of 147.18 feet;

Thence North 37 degrees 56 minutes 30 seconds East along said Westerly right of way boundary 202.97 feet to the Southwesterly maintained right of way boundary of Mission Road;

Thence North 35 degrees 30 minutes 30 seconds West along said Southwesterly maintained right of way boundary 1,111.63 feet to a point of curve to the left;

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 34 degrees 27 minutes, for an arc distance of 321.16 feet;

Thence North 69 degrees 57 minutes 30 seconds West along said Southwesterly maintained right of way boundary 476.53 feet to a point on the Easterly right of way boundary of White Drive;

Thence South 69 degrees 57 minutes 30 seconds East along said maintained right of way boundary of Mission Road 476.53 feet, to a point of curve to the right;

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 05 degrees 07 minutes 44 seconds for an arc distance of 47.81 feet (the chord of said arc being South 67 degrees 23 minutes 38 seconds East 47.80 feet);

Thence continue along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 29 degrees 19 minutes 22 seconds, for an arc distance of 273.36 feet (the chord of said arc being South 50 degrees 10 minutes 11 seconds East 270.39 feet);

Thence South 35 degrees 30 minutes 30 seconds East 321.08 feet to the Point of Beginning;

From said point of Beginning, run thence South 42 degrees 57 minutes 16 seconds West 33.96 feet to a point of curve to the left;

Thence Southerly along said curve with a radius of 200.38 feet, through a central angle of 38 degrees 18 minutes 00 seconds for an arc distance of 133.94 feet;

Thence South 04 degrees 39 minutes 17 seconds West 64.90 feet to a point of curve to the right;

Thence Southwesterly along said curve with a radius of 263.39 feet, through a central angle of 39 degrees 01 minutes 56 seconds for an arc distance of 179.43 feet;

Thence South 46 degrees 18 minutes 48 seconds East 145.12 feet;

Thence South 54 degrees 29 minutes 43 seconds East 55.00 feet;

Thence South 03 degrees 25 minutes 45 seconds West 68.81 feet;

Thence South 65 degrees 13 minutes 29 seconds West 42.95 feet;

Thence South 81 degrees 31 minutes 17 seconds West 162.78 feet;

Thence South 35 degrees 40 minutes 35 seconds East 240.05 feet;

Thence North 66 degrees 34 minutes 17 seconds East 32.70 feet;

Thence North 06 degrees 14 minutes 54 seconds East 137.82 feet;

Thence North 24 degrees 13 minutes 40 seconds East 65.80 feet;

Thence North 33 degrees 57 minutes 05 seconds East 73.34 feet;

Thence South 80 degrees 16 minutes 39 seconds East 121.70 feet;

Thence South 28 degrees 12 minutes 42 seconds East 28.60 feet;

Thence North 36 degrees 46 minutes 15 seconds East 203.03 feet to the Southwesterly maintained right of way of Mission Road;

Thence North 35 degrees 30 minutes 30 seconds West along said

Southwesterly maintained right of way 516.59 feet to the Point of Beginning.

Containing 3.74 acres, more or less.

EXHIBIT A CONTINUED

Parcel 3

Phase 8

OR1479PT0764

Commence at the Northeast Corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 1 West, Leon County, Florida (also the Northwest Corner) of Lot 7 of White Subdivision, a subdivision as per map or plat thereof recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida), and run thence South 00 degrees 04 minutes East 170.50 feet;

Thence South 89 degrees 54 minutes West 330.00 feet to a point on the Westerly right of way boundary of Yon View Drive;

Thence North 01 degrees 16 minutes 30 seconds East along said Westerly right of way boundary 104.95 feet to a point of curve to the right;

Thence along said right of way curve with a radius of 229.99 feet, through a central angle of 36 degrees 40 minutes, for an arc distance of 147.18 feet;

Thence North 37 degrees 56 minutes 30 seconds East along said Westerly right of way boundary 202.97 feet to the Southwestwesterly maintained right of way boundary of Mission Road;

Thence North 35 degrees 30 minutes 30 seconds West along said Southwestwesterly maintained right of way boundary 1,111.63 feet to a point of curve to the left;

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 34 degrees 27 minutes, for an arc distance of 321.16 feet;

Thence North 69 degrees 57 minutes 30 seconds West along said Southwestwesterly maintained right of way boundary 476.53 feet to a point on the Easterly right of way boundary of White Drive;

Thence South 69 degrees 57 minutes 30 seconds East along said maintained right of way boundary of Mission Road 476.53 feet, to a point of curve to the right;

Thence along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 05 degrees 07 minutes 44 seconds for an arc distance of 47.81 feet (the chord of said arc being South 67 degrees 23 minutes 38 seconds East 47.80 feet);

Then continue along said maintained right of way curve with a radius of 534.14 feet, through a central angle of 29 degrees 19 minutes 22 seconds, for an arc distance of 273.36 feet (the chord of said arc being South 50 degrees 10 minutes 11 seconds East 270.39 feet);

Thence South 35 degrees 30 minutes 30 seconds East 321.08 feet;

Thence South 42 degrees 57 minutes 16 seconds West 33.96 feet to a point of curve to the left;

Thence Southerly along said curve with a radius of 200.38 feet, through a central angle of 38 degrees 18 minutes 00 seconds for an arc distance of 133.94 feet;

Thence South 04 degrees 39 minutes 17 seconds West 64.90 feet to a point of curve to the right;

Thence Southwestwesterly along said curve with a radius of 263.39 feet, through a central angle of 39 degrees 01 minutes 56 seconds for an arc distance of 179.43 feet to the Point of Beginning;

From said Point of Beginning continue along said curve with a radius of 263.39 feet, through a central angle of 46 degrees 16 minutes 18 seconds for an arc distance of 212.71 feet;

Thence South 89 degrees 57 minutes 30 seconds West 174.15 feet;

Thence South 05 degrees 05 minutes 44 seconds East 17.41 feet to the Westerly boundary of an abandoned railroad right of way;

Thence South 14 degrees 24 minutes 48 seconds East along said right of way 40.32 feet to a point of curve to the left;

Thence Southerly along said right of way and said curve with a radius of 1,462.65 feet, through a central angle of 08 degrees 14 minutes 24 seconds for an arc distance of 210.35 feet (the chord of said arc being South 18 degrees 32 minutes 00 seconds East 210.17 feet);

Thence North 59 degrees 49 minutes 25 seconds East 244.34 feet;

Thence South 35 degrees 40 minutes 35 seconds East 35.00 feet;

Thence North 81 degrees 31 minutes 17 seconds East 162.78 feet;

Thence North 65 degrees 13 minutes 29 seconds East 42.95 feet;

Thence North 03 degrees 25 minutes 45 seconds East 68.81 feet;

Thence North 54 degrees 29 minutes 43 seconds West 55.00 feet;

Thence North 46 degrees 18 minutes 48 seconds West 145.12 feet to the Point of Beginning containing 2.10 acres more or less.

EXHIBIT A CONTINUED

Parcel 4

Phases 3, 4, 5 and 6

OR1479PR0765

Commence at the Northeast Corner of the West Half of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 North, Range 1 West, Leon County, Florida (also the Northwest Corner of Lot 7 of White Subdivision, a subdivision as per map or plat thereof recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida) and run thence South 00 degrees 04 minutes 00 seconds East 170.50 feet;

Thence South 89 degrees 54 minutes West 330.00 feet to a point on the Westerly right of way boundary of Yon View Drive;

Thence North 01 degrees 16 minutes 30 seconds East along said Westerly right of way boundary 104.95 feet to a point of curve to the right;

Thence along said right of way curve with a radius of 229.99 feet, through a central angle of 36 degrees 40 minutes 00 seconds, for an arc distance of 147.18 feet;

Thence North 37 degrees 56 minutes 30 seconds East along said Westerly right of way boundary 202.97 feet to the Southwesterly maintained right of way boundary of Mission Road;

Thence North 35 degrees 30 minutes 30 seconds West along said Southwesterly maintained right of way boundary 851.79 feet to the POINT OF BEGINNING;

From said POINT OF BEGINNING continue North 35 degrees 30 minutes 30 seconds West along said Southwesterly maintained right of way 259.84 feet to a point of curve to the left;

Thence Northwesterly along said maintained right of way and said curve with a radius of 534.14 feet, through a central angle of 29 degrees 19 minutes 23 seconds for an arc distance of 273.36 feet;

Thence South 00 degrees 02 minutes 30 seconds West 245.00 feet;

Thence South 68 degrees 31 minutes 41 seconds West 240.61 feet to a point on a curve concave to the Westerly;

Thence Southerly along said curve with a radius of 1323.70 feet, through a central angle of 12 degrees 29 minutes 38 seconds for an arc distance of 288.64 feet;

Thence South 89 degrees 50 minutes 43 seconds West 57.35 feet;

Thence South 19 degrees 40 minutes 42 seconds East 36.38 feet;

Thence South 11 degrees 36 minutes 32 seconds East 170.45 feet;

Thence South 11 degrees 36 minutes 33 seconds East 20.42 feet;

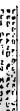
Thence North 89 degrees 57 minutes 30 seconds East 186.43 feet, to a point of curve to the left;

Thence Northeasterly along said curve with a radius of 203.39 feet, through a central angle of 85 degrees 18 minutes 14 seconds for an arc distance of 302.81 feet;

Thence North 04 degrees 39 minutes 17 seconds East 64.90 feet to a point of curve to the right;

Thence Northerly along said curve with a radius of 260.38 feet, through a central angle of 38 degrees 18 minutes 00 seconds for an arc distance of 174.05 feet;

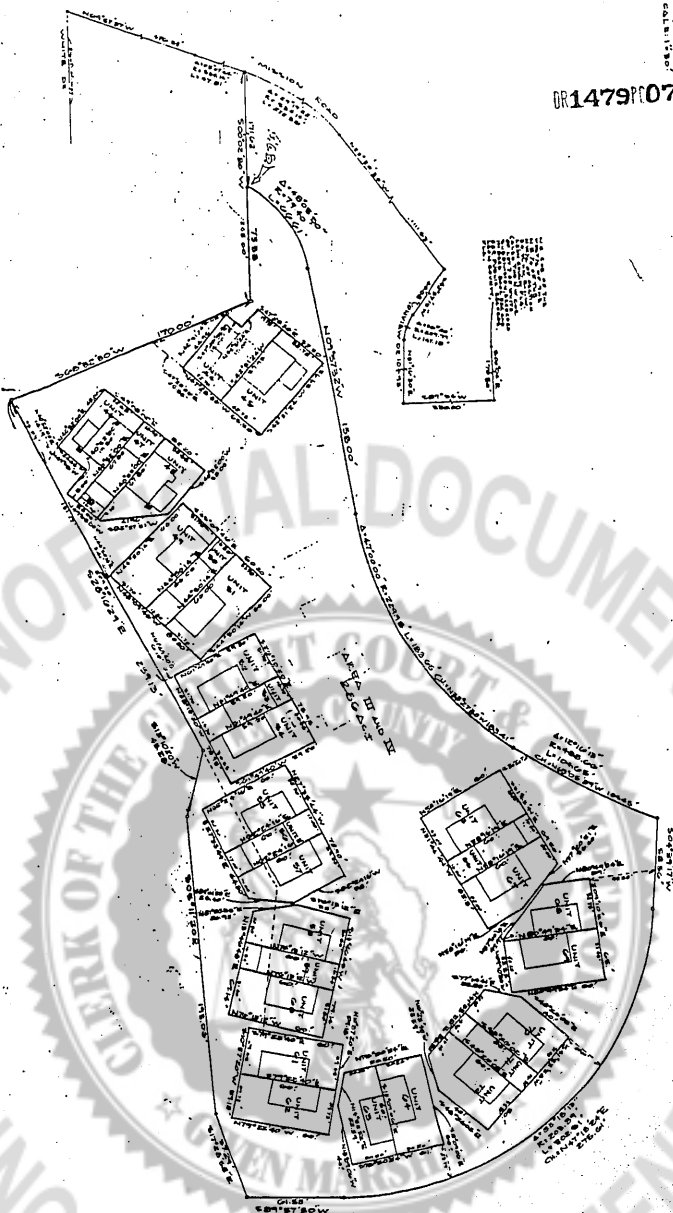
Thence North 42 degrees 57 minutes 16 seconds East 46.20 feet to the POINT OF BEGINNING.

[illegible]

THE TIMBERS

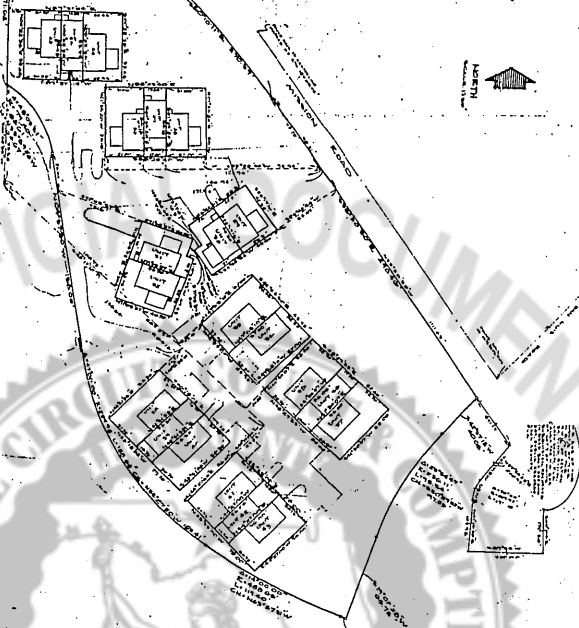


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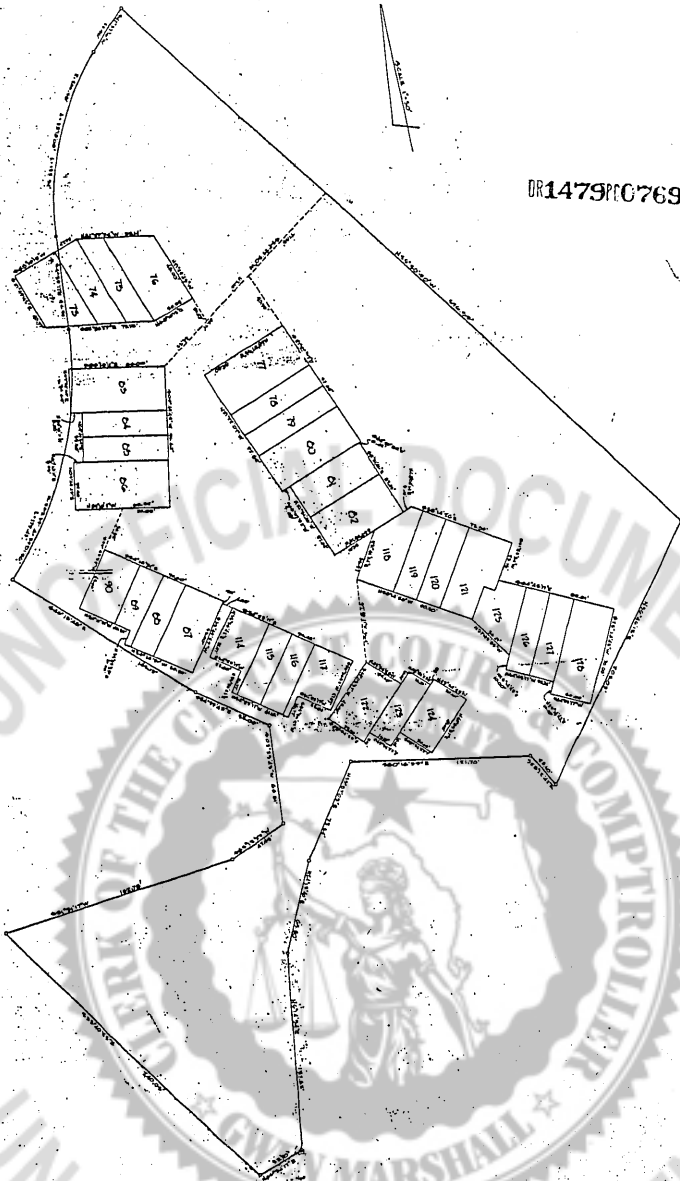


1. The following is a description of the site and the buildings shown on the plan. The site is located in the City of Los Angeles, California, and is bounded by the following streets: to the north by the City of Los Angeles, to the south by the City of Los Angeles, to the east by the City of Los Angeles, and to the west by the City of Los Angeles. The site is approximately 100 feet wide and 200 feet deep. The buildings are constructed of brick and are approximately 10 feet high. The buildings are arranged in a cluster, with internal courtyards and walkways. The site is currently vacant and is being offered for sale. The following is a description of the buildings shown on the plan. The buildings are constructed of brick and are approximately 10 feet high. The buildings are arranged in a cluster, with internal courtyards and walkways. The site is currently vacant and is being offered for sale.

Annex 7

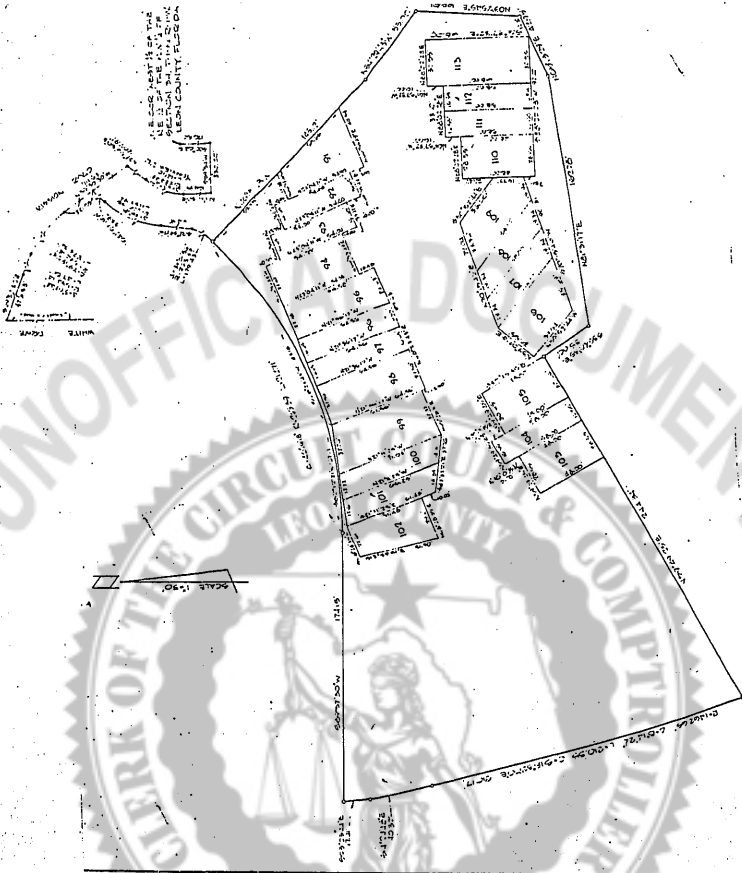
3-6

DR1479PC0769



Plan 7

OR1479PT0770



BARRETT DAFFIN AND CARLAN, INC.
ARCHITECTS ENGINEERS PLANNERS SURVEYORS
POST OFFICE DRAWER 12339 TALLAHASSEE FLORIDA 32308
POST OFFICE DRAWER 12526 PENSACOLA FLORIDA 32573

PLAT UNITS 91 THROUGH 115 OF
"THE TIMBERS"

1" = 50' FEET
1" = 10' FEET
1" = 5' FEET
1" = 1" FEET

3

MISSION ROAD

2087

Exhibit 13 ~~7~~ ^N P. 6