

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TREEO PLACE

OR1487PC0681

THIS DECLARATION, is made and executed this 3rd day of January, 1991, by PASCUA FLORIDA CORPORATION and ANDREW ROBERTS, hereinafter jointly referred to as "Declarant".

RECORDED IN THE PUBLIC
RECORD OFFICE OF THE
LEON COUNTY
JAN 4 3 57 PM '91
PAUL F. HADSFIELD
CLERK OF CIRCUIT COURT

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" 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 have 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 TREEO PLACE HOMEOWNERS' ASSOCIATION, INC, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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.

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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.

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Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association at the time of the conveyance of the first Lot consists of the easements created and conveyed under this Declaration. The streets within the Properties will be privately owned and maintained by the Association, as will the stormwater detention facility. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the numbered lots described on that certain Plat of TREEO PLACE Cluster Housing prepared by H & B Engineering and Construction, which certain Plat may or may not be recorded in the public records of Leon County, Florida. In the event more than one dwelling unit is constructed on a Lot, i.e., a two-family dwelling, then each dwelling unit and the parcel of land on which it is situated shall be considered a Lot. The description of any such parcel shall be the description set forth in the deed conveying the dwelling unit as a separate parcel. Alternatively, the Declarant may amend this Declaration from time to time without the consent of any other Owner or other third party to set forth the legal descriptions of the Lots, provided, however, any such amendment shall require the consent of the Owner of such parcel, if other than the Declarant.

Section 6. "Declarant" shall mean and refer to PASCUA FLORIDA CORPORATION, and its successors and assigns, if such successors or assigns should

acquire more than one undeveloped Lot from the Declarant for the purpose of development.

OR148700683

Section 7. "Plat of **TREEO PLACE**" shall mean and refer to the currently unrecorded plat prepared by HB Engineering and Construction Company, as described above, provided, however, that if a plat is recorded in the public records of Leon County, the recorded plat will be known as "Plat of **TREEO PLACE**".

ARTICLE II

PROPERTY RIGHTS

Section 1. **OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of any Owner for a 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;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members 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 each class of members has been recorded).

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. OR1487PC0684

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

Class A. The Class A member(s) shall be all Owners, with the exception of the Declarant, and 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

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

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including, but not limited to, the maintenance and repair of the streets and the stormwater detention facility located on the Properties.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars and No Cents (\$60.00) per Lot.

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

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

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

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

OR 1487 PC 0686

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

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 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 members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. UNIFORM RATE OF ASSESSMENT AND COLLECTION. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly or quarterly, as well as yearly.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first

annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

CR1487PC0688

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

Section 1. UTILITY AND ROADWAY EASEMENT. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across the roadway located within the property, as described in Exhibit "B". Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Section 2. STORMWATER DETENTION EASEMENT. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors and assigns, for drainage and for the retention or detention of stormwater runoff over, on, or across the stormwater detention facility, more particularly described in the attached Exhibit "C".

Section 3. UTILITY EASEMENT. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive perpetual easement to and on behalf of each Owner of a dwelling unit within a building containing two or more attached dwelling units a non-exclusive easement over, across and under the Lots on which such building is located for the installation, maintenance, replacement and repair of utility lines, including electricity, telephone, gas, water, sewer and cable television. In the event of any installation, replacement or repair, the party making such installation or repair shall restore the property to the condition existing immediately prior to such installation and repair. The said easement shall not extend over, through or under any portion of the building unless the building is constructed with utility service to one side of the building with the utility lines and facilities running through the building. In such event, an easement shall exist for the maintenance, repair and replacement of such utility lines in the manner as originally constructed. In the event any utility line or facility is damaged or destroyed by the act or omission of an Owner, such Owner shall repair or replace such line or facility at his own cost and expense and restore all the property to the condition existing immediately prior to such repair or replacement.

Section 4. EASEMENT FOR ENCROACHMENT. The Declarant hereby reserves, excepts, imposes, grants and creates a perpetual easement to and on behalf of the Declarant and each Owner for encroachments created during the initial construction by the Declarant of permanent improvements to the Lots. Such easement shall extend to and cover encroachments of the party walls and portions of buildings, driveways and walkways.

ARTICLE VI

ARCHITECTURAL CONTROL

OR 1487PC0690

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then the Owner who has submitted the plans may notify the President of the Association in writing of the failure to act. If the Board of Directors or the Committee appointed by the Board of Directors fails to act within ten (10) days of delivery of written notice to the President of the Association, the approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than a single family, two-family or three-family building.

ARTICLE VIII

DWELLING SIZE

OR 1487PC0691

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of open porches, carports and garages, contains at least 750 square feet for a one-story dwelling and at least 375 square feet for a dwelling of more than one story, exclusive of open porches, carports and garages. No dwelling shall exceed two and one-half stories in height.

ARTICLE IX

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 X

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 XI

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 any Architectural Control Committee appointed by the Board.

ARTICLE XII

MAIL BOXES

OR148710692

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 or the Association or an Architectural Control Committee appointed by the Board.

ARTICLE XIII

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 XIV

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 provisions 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.

OR148700693

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 of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the other 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.

ARTICLE XV

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 by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel 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.

ARTICLE XVI

OR 1487PC0694

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. ANNEXATION. Additional residential property and common areas may be annexed to the Properties by the Declarant. 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 three (3) years by the Declarant without the joinder of any Owner or the Association, and thereafter this Declaration may be amended by an instrument signed by not less than

seventy-five percent (75%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot, unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded. OR148710695

Section 5. FHA/VA APPROVAL. As long as there is a Class B 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:

Betty Ennis
J. R. Layton

PASCUA FLORIDA CORPORATION

By: Walter Roberts
Its: President



Betty Ennis
J. R. Layton

Andrew Roberts
ANDREW ROBERTS

STATE OF FLORIDA,
COUNTY OF LEON.

OR 1487PC0696

The foregoing instrument was acknowledged before me this 3rd day of January, 1991, by Walter Vidar, as President of PASCUA FLORIDA CORPORATION, on behalf of the corporation.

Betty Ann
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 22, 1994
Bonded Three Troy Pains - Insurance Note

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 3rd day of January, 1991, by ANDREW ROBERTS.

Betty Ann
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 22, 1994
Bonded Three Troy Pains - Insurance Note

DR1487PC0697

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9,
TOWNSHIP 1 SOUTH, RANGE 1 EAST; RUN THENCE
SOUTH 8 RODS; THENCE EAST 40 RODS; THENCE
NORTH 8 RODS TO THE NORTH LINE OF SECTION 9;
THENCE WEST 40 RODS TO THE POINT OF BEGINNING;
CONTAINING 2 ACRES, MORE OR LESS, AND LYING
AND BEING IN LEON COUNTY, FLORIDA.



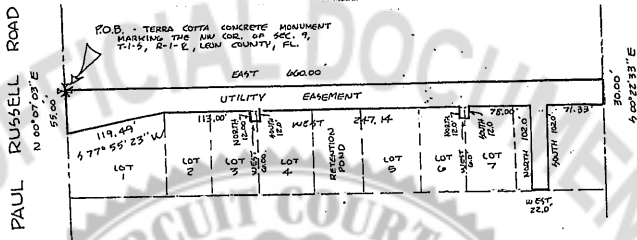
EXHIBIT "A"

SKETCH OF DESCRIPTION - UTILITY EASEMENT

NOT A BOUNDARY SURVEY.

TREE PLACE CLUSTER HOUSING - (unrecorded)

OR1487PC0698



LEGAL DESCRIPTION - TREE PLACE CLUSTER HOUSING (unrecorded) UTILITY EASEMENT

Begin at a Terra Cotta Concrete Monument marking the Northwest corner of Section 9, Township 1 South, Range 1 East, Leon County, Florida, said point lying on the Eastern right of way boundary of Paul Russell Road, thence run East 660.00 feet, thence South 00 degrees 22 minutes 33 seconds East 30.00 feet, thence West 71.33 feet, thence South 102.00 feet, thence West 22.00 feet, thence North 102.00 feet, thence West 78.00 feet, thence South 12.00 feet, thence West 247.14 feet, thence South 12.00 feet, thence West 6.00 feet, thence North 12.00 feet, thence West 113.00 feet, thence South 22 degrees 35 minutes 23 seconds West 119.45 feet to a point on the Eastern right of way boundary of said Paul Russell Road, thence North 00 degrees 07 minutes 03 seconds East 55.00 feet to the POINT OF BEGINNING.

I hereby certify that the legal description shown herein meets the Minimum Technical Standards for Land Surveying (F.A.C. 2180-6).

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

EXHIBIT "B"

LEGEND (GENERAL)	LEGEND (BEARINGS)	LEGEND (DISTANCES)	NOTE: UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN ARE FIELD MEASURES OR COMPUTED FROM FIELD DATA.
FCM = TERRA COTTA CONCRETE MONUMENT FDR = FIDUCIAL DRAIN ROD FDR = FIDUCIAL DRAIN PILE SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099 SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099 PDR = PERMANENT REFERENCE MARKING PDR = PERMANENT REFERENCE MARKING SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099 SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099 SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099 SPT = SET 4\" x 1\" CONCRETE MONUMENT W/ CAP #0099	N = NORTH S = SOUTH E = EAST W = WEST NE = NORTHEAST SE = SOUTHEAST SW = SOUTHWEST NW = NORTHWEST C = OTHER BEARING L = OTHER BEARING	N = NORTH S = SOUTH E = EAST W = WEST NE = NORTHEAST SE = SOUTHEAST SW = SOUTHWEST NW = NORTHWEST C = OTHER BEARING L = OTHER BEARING	

This property lies in zone C-1 as determined by the Flood Insurance Rate Maps for Leon County, Florida on Panel Number 12044-200-C.

LAND SURVEYING
LB #5509
Tallahassee, Florida 32301

GARY G. ALLEN
Registered Land Surveyor, Inc.
4101 Apalachee Parkway

CIVIL ENGINEERING
EB #5509
Phone: (904)-877-0541

DESCRIPTION: SKETCH OF DESCRIPTION

SEC. 9 TWP. -1-S RNG. -1-E RECORDED IN BOOK
DATE OF PLAT. 10-24-90 PAGE IN COUNTY, FLORIDA
DATE OF SURVEY N/A
FIELD BOOK N/A PAGE N/A
SCALE 1\"/>

I hereby certify that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 478.087 of the Florida Statutes.

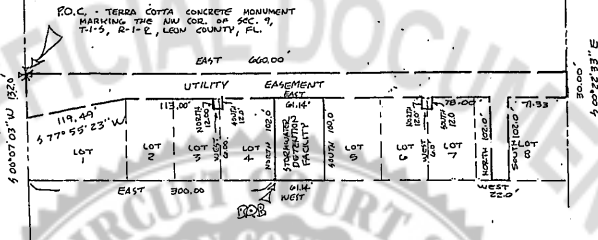
Gary G. Allen
Gary G. Allen, P.E.
Registered Land Surveyor,
Florida Registration No. 4018

CERTIFICATE NOT VALID UNLESS EMBOSSED WITH SEAL	RECEIVED
	FILE NO.

TREO PLACE CLUSTER HOUSING - (UNRECORDED)

DR1487PC0699

PAUL RUSSELL ROAD



corner at a Terra Cotta Concrete Monument marking the Northwest
corner of Section 9, Township 1 South, Range 1 East, Leon County,
Florida, said point lying on the Easterly right of way boundary
of Paul Russell Road, thence run South 00 degrees 07 minutes 03
seconds West along said right of way 132.00 feet, thence East
300.00 feet to the POINT OF BEGINNING. 2. From the POINT OF
BEGINNING run North 102.00 feet E, thence East 61.14 feet, thence
South 101.00 feet, thence West 61.14 feet to the POINT OF
BEGINNING.

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

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

EXHIBIT "C"

[illegible]

LAND SURVEYING
LB #5509
Tallahassee, Florida 32301

GARY G. ALLEN
Registered Land Surveyor, Inc.
4101 Apalachee Parkway

CIVIL ENGINEERING
ER. #5509.,,
Phone: (904)-877-0541

DESCRIPTION:	SKETCH OF DESCRIPTION

SEC. 9 TWP -1-5 RNG -1-E RECORDED IN _____ BOOK _____
DATE OF PLAT 10-24-90 PAGE _____ IN _____ COUNTY, FLORIDA
DATE OF SURVEY N/A I hereby certify that this survey meets the minimum technical
standards set forth by the Florida Board of Land Surveyors,
pursuant to Section 472.07 of the Florida Statutes.
FIELD BOOK N/A PAGE N/A
SCALE 1" = 100' *Darryl J. Allen*
JOB NO. 87-1684 Gary G. Allen, R.L.S.
Registered Land Surveyor
Florida Registration No. 4018

I hereby certify that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 of the Florida Statutes.

Gary G. Allen, R.L.S.
Registered Land Surveyor
Florida Registration No. 4016

