

Prepared by:  
**CHARLES A. FRANCIS, ESQ.**  
 Francis & Sweet  
 P. O. Box 10551  
 Tallahassee, FL 32302

**DECLARATION OF MASTER COVENANTS AND RESTRICTIONS  
 FOR  
 VILLAGES AT MACLAY**

**THIS DECLARATION** made and executed to be effective this 26th day of June, 1997, by **VILLAGES OF MACLAY, LTD**, a Florida limited partnership, c/o Tallahassee Land Company, Inc, 217 John Knox Road, Tallahassee, Florida 32315, hereinafter called "Declarant"

**WITNESSETH**

**WHEREAS**, Declarant is the owner of that certain real property as is more particularly described in Exhibit A attached hereto and made a part hereof, which has been be platted as "Villages At Maclay", a subdivision as per map or plat thereof recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida, and

**WHEREAS**, Declarant desires to provide for certain conditions, covenants and restrictions to be applicable to Villages At Maclay more particularly set forth in this Declaration

**NOW THEREFORE**, Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of Villages At Maclay, and in order to provide for the enforcement of these covenants and restrictions, hereby declares that all Lots in Villages At Maclay shall be held, used, transferred, sold and conveyed subject to the conditions, covenants and restrictions set forth herein, which shall be covenants running with the land, and shall be binding upon all parties having any right, title and interest in the property to which these covenants and restrictions are applicable, their heirs, successors and assigns, and shall inure to the benefit of the Declarant and each owner of any of the property to which they are applicable

**ARTICLE I  
 DEFINITIONS**

**Section 1** "Villages At Maclay" shall mean and refer to that certain real property as is more particularly described in Exhibit A attached hereto and made a part hereof, which has been platted as "Villages At Maclay", a subdivision as per map or plat thereof recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida, and

**Section 2** "Declarant" shall mean and refer to Villages of Maclay, Ltd, its successors and assigns, if such successors or assigns shall acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of all or a part of Declarant's rights hereunder

**Section 3** "Declaration" shall mean and refer to this Declaration of Master Covenants and Restrictions as the same may be supplemented or amended from time to time

**Section 4** "Improvement" shall mean and refer to all buildings, outbuildings, sheds, sidewalks, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure, facility or equipment housing of any type or kind

**Section 5** "Lot" shall mean any lot shown on any recorded Plat of Villages At Maclay

**Section 6** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot within the Subdivision, including contract sellers, but excluding those persons or entities having such interest solely as security for the payment or performance of an obligation, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure

**Section 7** "Plat of Villages At Maclay" shall mean and refer the plat of Villages At Maclay recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida, as the same may be amended, modified and supplemented from time to time

**Section 8** "Subdivision" shall mean and refer to all property included in any Plat of Villages At Maclay, recorded in the Public Records of Leon County, Florida, as the same may be amended, modified and supplemented from time to time

## **ARTICLE II EASEMENTS**

Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of Declarant, Owners, their grantees, heirs, and successors in interest for vehicular and pedestrian ingress and egress, installation of utilities, drainage, stormwater management and landscape purposes over, across and under the property depicted as roadways, drainage easements, stormwater management facilities and utility easements on the Plat of Villages At Maclay. It is the intention of Declarant to dedicate to the City of Tallahassee all roadways, stormwater management facilities, drainage and utility easements depicted on the Plat of Villages At Maclay. Additionally, Declarant hereby reserves, excepts, imposes, grants and creates perpetual easements for pedestrian ingress and egress over and across HOA Common Area "A", "D" and "E", as shown on the Plat of Villages At Maclay, which easements shall be for the exclusive benefit of Declarant, Owners and all Owners of Lots in "Bobbin Trace", a subdivision as per map or plat thereof, recorded in Plat Book 12, Page 15 of the Public Records of Leon County, Florida

## **ARTICLE III MACLAY ROAD NATURAL BUFFER, GREEN AREAS AND OPEN SPACE**

**Section 1 Maclay Road Natural Buffer** No improvement of any kind or nature whatsoever shall be constructed or located in the Maclay Road Natural Buffer as depicted on the Plat of Villages At Maclay and being that area 75 feet in width running parallel to the existing south right of way boundary of Maclay Road, except the roadway entrance, along with associated structures and signs at the location depicted on the Plat of Villages At Maclay, and appropriate stormwater, conveyance and discharge systems associated with the stormwater management facility as depicted on the Plat of Villages At Maclay, and except that the Owner of a Lot may fence said Lot with nonobtrusive farm or other fencing in a location and of materials to be expressly approved by the Declarant, or its designated representative, with the intent being that no such fence shall be visible from Maclay Road and shall blend in with the natural buffer. The vegetation now existing shall be maintained in its natural condition, except with respect to the roadway entrance area. Nothing herein contained shall prevent the addition of vegetation to the Maclay Road Natural Buffer

**Section 2 Green Areas** No improvement of any kind or nature whatsoever shall be constructed or located in any Green Area as depicted on the Plat of Villages At Maclay, including specifically any Green Area included within the boundaries of any Lot, except that the Owner of a Lot shall be entitled to fence said Lot along its boundaries, and shall be entitled to manage any vegetation, including removal of undergrowth and under story for the purpose of sodding, planting or otherwise landscaping the same

**Section 3 Open Space** It is the intention of Declarant to dedicate all Open Space depicted on the Plat of Villages At Maclay to the City of Tallahassee. No building of any kind or nature shall be constructed on or placed in the Open Space depicted on the Plat of Villages At Maclay. Nothing contained in this Declaration, or otherwise, shall be construed to prohibit Declarant, its successors or assigns, from installing utilities, private and public within any Open Space areas, or the clearing for sodding or landscaping of said areas, or placing of appropriate fences

## **ARTICLE IV SUBDIVISION OF LOT**

No Lot shall be resubdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that Declarant has given prior written approval for such conveyance. Such approval shall be at the sole and absolute discretion of Declarant.

## **ARTICLE V NUISANCES**

No noxious, offensive or illegal activity shall be carried on or conducted upon any Lot or anywhere in the Subdivision, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the Owners in the Subdivision.

## **ARTICLE VI TEMPORARY STRUCTURES**

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicles, motor vehicles, trailers, basements, tents, shacks, garages, barns or storage buildings shall be used on any Lot at any time as a residence, either temporary or permanent.

## **ARTICLE VII SIGNS**

No sign shall be displayed to the public view on any Lot, except one professionally lettered sign, not to exceed a maximum of two feet by three feet in size, to advertise the property for sale or lease, and except signs used by Declarant to advertise Lots for sale. Any sign shall be mounted on a free standing post or sign holder. Notwithstanding the foregoing, Declarant shall have the right to use such signs as Declarant deems appropriate to promote the sale of improved or unimproved Lots.

## **ARTICLE VIII ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs or cats may be kept, provided, however, they are not kept, bred or maintained for any commercial purpose, and provided further that the Owner shall maintain all such pets, pens and structures intended for their use, in a clean and sanitary condition, and in such a manner as to not create a nuisance or annoyance to other Owners. In furtherance and not in limitation to the foregoing, the Owners of pets shall be responsible for removing from Lots and any public areas any excretion from their pets. All pets at all times shall be confined within the Owner's dwelling, fenced yard or approved structure, and be secured on a leash when not so confined.

## **ARTICLE IX CROPS AND PLANTS**

There shall be no planting or maintenance of crops, vegetables or ornamental plants, except for approved landscaping and except for domestic, noncommercial purposes. No garden area for vegetables shall be visible from any street.

## **ARTICLE X ACCESS TO OTHER PROPERTY**

No Owner, other than Declarant, shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or properties not included within the Subdivision. Under no circumstances shall any Owner clear, grade, pave, cut or otherwise make any passage from any Lot to Maclay Road for either pedestrian or vehicular access. The purpose of this provision is to

preserve and protect the integrity of the exterior boundaries of the Subdivision, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway, street, path or sidewalk granted or permitted or otherwise created by any Owner other than Declarant

## **ARTICLE XI VEHICLES PROHIBITED**

No two, three, or four wheel motorized recreational vehicles, e.g., go carts, all terrain vehicles, etc., shall be operated in any portion of the Subdivision, provided, however, Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation

## **ARTICLE XII GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained or allowed to become a dumping ground for trash, scraps, litter, leaves, limbs or rubbish of any kind or character. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other parts of the Subdivision, and shall not be kept, except in sanitary containers located or installed in the manner approved by the Committee. 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, except for those times designated for collection by the appropriate waste management and collection authority

## **ARTICLE XIII FACTORY BUILT STRUCTURES**

No structure of any kind that is commonly known as "factory built", "modular" or "mobile home" construction shall be placed or permitted to remain on any Lot

## **ARTICLE XIV FIREARMS, FIREWORKS AND BURNING**

No hunting, trapping, or shooting of any kind, included, but not limited to, guns, rifles, shotguns, hand guns, pellet or BB guns, slingshots, bows and arrows, shall be allowed anywhere within the Subdivision. No fireworks shall be allowed at any time anywhere in the Subdivision. No burning of any kind shall be allowed in the Subdivision, except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate governmental authorities

## **ARTICLE XV WATER SUPPLY AND SEWAGE DISPOSAL**

No individual water supply system or sewage disposal system of any type shall be permitted on any Lot

## **ARTICLE XVI FENCES IN MACLAY ROAD NATURAL BUFFER**

No fence of any kind or nature whatsoever shall be constructed or located in the Maclay Road Natural Buffer as depicted on the Plat of Villages At Maclay and being that area 75 feet in width running parallel to the existing south right of way boundary of Maclay Road, except that the Owner of a Lot may fence said Lot with nonobtrusive farm or other fencing in a location and of materials to be expressly approved by Declarant or its designated representative, with the intent being that no such fence shall be visible from Maclay Road and shall blend in with the natural buffer

## **ARTICLE XVII LAND USE**

Except for Lots located in Block I and Block J, which Lots are reserved for commercial/office purposes, no Lot in Villages At Maclay shall be used for other than residential purposes, and under no circumstances shall any business or commercial activity be conducted on any Lot, whether or not

the same is or is not advertised. Additionally, no Lot shall be used as a resort dwelling, boarding house, or transient rental purposes, as those terms are now or hereafter defined in Chapter 475, Florida Statutes

#### **ARTICLE XVIII TANKS**

No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot

#### **ARTICLE XIX EXTERIOR MAINTENANCE**

No weeds, underbrush or other unsightly growth shall be permitted to grow and remain on any Lot, and no refuse, trash or other unsightly material shall be placed or permitted to remain on any Lot. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, any sprinkler system and the exterior of the buildings located his Lot in a neat, safe and attractive condition. Nothing herein shall be construed as authority to any Owner to clear or otherwise disturb the Maclay Road Natural Buffer in a manner inconsistent with the provisions of this Declaration

#### **ARTICLE XX DRIVEWAYS AND PARKING AREAS**

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate or pavers. Black asphalt, gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within Villages At Maclay shall be made in a neat, workmanlike manner. Culverts beneath driveways shall have mitered end walls. All driveways shall be constructed in a manner that will not interfere with the drainage system within Villages At Maclay

#### **ARTICLE XXI UTILITY CONNECTIONS**

All utility connections to any structure on any Lot, including but not limited to, water, electricity, telephone, cable television and sanitary sewer, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the utility provider

#### **ARTICLE XXII GENERAL PROVISIONS**

**Section 1 Enforcement** Declarant or any Owner shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant 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, and shall not subject the Declarant or any Owner to any liability for the failure to so enforce the same

**Section 2 Severability** The 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 Development by Declarant** Nothing contained in this Declaration shall prevent Declarant, or its designated agents from performing such work and activities as it deems necessary or advisable in connection with the development of the Subdivision, nor shall anything contained herein in any way be construed to prevent Declarant from maintaining such sales offices, model homes, trailers, and sales and marketing signs in the Subdivision as Declarant deems necessary or desirable

**Section 4 Amendment** This Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded in the Public records of Leon County, Florida, after which time, they shall be automatically extended for successive periods of ten (10) years, unless the Owners of ninety percent of the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year term. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy five percent (75%) of the Lots.

**IN WITNESS WHEREOF**, this Declaration has been executed to be effective the day and year first above written

Signed, sealed and delivered  
in the presence of

Amy D. Rowell  
Print Name Amy D. Rowell

VILLAGES OF MACLAY, LTD.,  
a Florida limited partnership

BY A. L. Buford, Jr.  
A L BUFORD, JR  
ATTORNEY - IN FACT

Stacy D. Savoie  
Print Name Stacy D. Savoie

#### JOINDER OF MORTGAGEE

**CAPITAL CITY BANK**, the owner and holder of a mortgage encumbering the property described in Exhibit A attached, joins in the Declaration of Master Covenants and Restrictions for Villages At Maclay for the purpose of acknowledging that the lien of its mortgage is subject to the Declaration of Covenants, Conditions and Restrictions for Villages At Maclay



CAPITAL CITY BANK  
BY Edward Canup  
EDWARD CANUP  
(PRINT NAME)  
ITS Senior Vice President  
(PRINT TITLE)

#### JOINDER

**MACLAY HAMMOCK, INC.**, the owner of some of the Lots subject to this Declaration, joins in the Declaration of Master Covenants and Restrictions for Villages At Maclay for the purpose of acknowledging that its ownership interest is subject to the Declaration of Master Covenants and Restrictions for Villages At Maclay

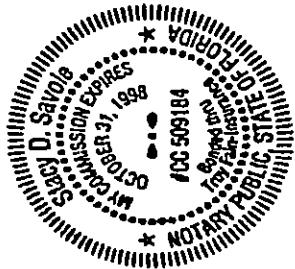


MACLAY HAMMOCK, INC

BY Robert R. Parrish  
ROBERT R. PARRISH - PRESIDENT

**STATE OF FLORIDA**  
**COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 26 day of June, 1997, by A L BUFORD, JR., as Attorney In Fact for **VILLAGES OF MACLAY, LTD**, a Florida limited partnership, on behalf of said limited partnership. He is personally known to me or he produced a driver's license as identification.



Stacy D. Savoie  
**NOTARY PUBLIC**  
PrintName Stacy D. Savoie  
My commission expires 10-31-98

**STATE OF FLORIDA**  
**COUNTY OF LEON**

The foregoing was acknowledged before this 27 day of June 1997, by Edward Lanup, as Vice Pres of **CAPITAL CITY BANK**, a Florida state bank, on behalf of said bank. He is personally known to me or produced a driver's license as identification.



Stacy D. Savoie  
**NOTARY PUBLIC**  
PrintName Stacy D. Savoie  
My commission expires 10-31-98

**STATE OF FLORIDA**  
**COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 1 day of July, 1997, by **ROBERT R. PARRISH**, as President of **MACLAY HAMMOCK, INC**, a Florida corporation, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification.

Marilyn Rett  
**NOTARY PUBLIC**  
Print Name Marilyn Rett  
My commission expires September 13, 1998



## LEGAL DESCRIPTION FOR VILLAGES AT MACLAY

BEGIN AT THE EASTERNMOST CORNER OF LOT 5, BLOCK "A", BOBBIN TRACE AS RECORDED IN PLAT BOOK . PAGE . OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA. SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF MACLAY ROAD (66 FEET RIGHT OF WAY) THENCE FROM SAID POINT OF BEGINNING RUN ALONG SAID RIGHT OF WAY BOUNDARY SOUTH 38 DEGREES 14 MINUTES 28 SECONDS EAST 622.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE ALONG SAID CURVE WITH A RADIUS OF 1179.29 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 14 MINUTES 59 SECONDS FOR AN ARC LENGTH OF 457.96 FEET (SAID CURVE HAVING A CHORD OF SOUTH 49 DEGREES 21 MINUTES 57 SECONDS EAST 455.08 FEET), THENCE LEAVING SAID CURVE SOUTH 60 DEGREES 29 MINUTES 27 SECONDS EAST 277.54 FEET, THENCE SOUTH 47 DEGREES 56 MINUTES 45 SECONDS EAST 220.81 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT OF WAY BOUNDARY OF MACLAY ROAD WITH THE WESTERLY RIGHT OF WAY BOUNDARY OF MACLAY BOULEVARD (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEASTERLY, THENCE ALONG SAID RIGHT OF WAY BOUNDARY OF MACLAY BOULEVARD AND ALONG SAID CURVE WITH A RADIUS OF 339.50 FEET THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 33 SECONDS FOR AN ARC LENGTH OF 145.23 FEET (SAID CURVE HAVING A CHORD OF SOUTH 29 DEGREES 41 MINUTES 09 SECONDS WEST 144.12 FEET) TO A POINT OF REVERSE CURVATURE, THENCE ALONG SAID REVERSE CURVE WITH A RADIUS OF 460.50 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 18 MINUTES 49 SECONDS FOR AN ARC LENGTH OF 107.00 FEET (SAID CURVE HAVING A CHORD OF SOUTH 24 DEGREES 05 MINUTES 17 SECONDS WEST 106.76 FEET), THENCE SOUTH 30 DEGREES 44 MINUTES 42 SECONDS WEST 317.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEASTERLY, THENCE ALONG SAID CURVE WITH A RADIUS OF 379.86 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 21 MINUTES 15 SECONDS FOR AN ARC LENGTH OF 95.17 FEET (SAID CURVE HAVING A CHORD OF SOUTH 23 DEGREES 34 MINUTES 04 SECONDS WEST 94.92 FEET) TO A POINT OF REVERSE CURVATURE, THENCE ALONG SAID REVERSE CURVE WITH A RADIUS OF 324.86 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 21 MINUTES 15 SECONDS FOR AN ARC LENGTH OF 81.39 FEET (SAID CURVE HAVING A CHORD OF SOUTH 23 DEGREES 34 MINUTES 04 SECONDS WEST 81.17 FEET) THENCE LEAVING SAID CURVE SOUTH 30 DEGREES 44 MINUTES 42 SECONDS WEST 68.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWESTERLY, THENCE ALONG SAID CURVE WITH A RADIUS OF 452.50 FEET THROUGH A CENTRAL ANGLE OF 58 DEGREES 44 MINUTES 24 SECONDS FOR AN ARC LENGTH OF 463.91 FEET (SAID CURVE HAVING A CHORD OF SOUTH 60 DEGREES 06 MINUTES 54 SECONDS WEST 443.85 FEET), THENCE LEAVING SAID CURVE SOUTH 89 DEGREES 29 MINUTES 05 SECONDS WEST 30.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE ALONG SAID CURVE WITH A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 51 MINUTES 31 SECONDS FOR AN ARC LENGTH OF 60.64 FEET (SAID CURVE HAVING A CHORD OF NORTH 47 DEGREES 05 MINUTES 09 SECONDS WEST 55.00 FEET) THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE SOUTH 86 DEGREES 32 MINUTES 19 SECONDS WEST 60.02 FEET THENCE SOUTH 03 DEGREES 29 MINUTES 44 SECONDS EAST 293.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEASTERLY THENCE ALONG SAID CURVE WITH A RADIUS OF 360.00 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 27 MINUTES 52 SECONDS FOR AN ARC LENGTH OF 84.60 FEET (SAID CURVE HAVING A CHORD OF SOUTH 03 DEGREES 13 MINUTES 03 SECONDS WEST 84.40 FEET) THENCE LEAVING SAID CURVE SOUTH 03 DEGREES 30 MINUTES 52 SECONDS EAST 345.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWESTERLY, THENCE ALONG SAID NON-TANGENT CURVE WITH A RADIUS OF 310.00 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 20 MINUTES 27 SECONDS FOR AN ARC LENGTH OF 45.13 FEET (SAID CURVE HAVING A CHORD OF SOUTH 15 DEGREES 05 MINUTES 06 SECONDS WEST 45.09 FEET), THENCE LEAVING SAID RIGHT OF WAY OF MACLAY BOULEVARD SOUTH 86 DEGREES 30 MINUTES 46 SECONDS WEST 858.98 FEET THENCE SOUTH 89 DEGREES 56 MINUTES 34 SECONDS WEST 375.12 FEET, THENCE NORTH 00 DEGREES 03 MINUTES 22 SECONDS WEST 259.92 FEET TO THE EASTERN BOUNDARY OF SAID BOBBIN TRACE, THENCE ALONG SAID EASTERN BOUNDARY NORTH 23 DEGREES 38 MINUTES 32 SECONDS EAST 139.11 FEET, THENCE SOUTH 76 DEGREES 05 MINUTES 03 SECONDS EAST 95.40 FEET, THENCE NORTH 18 DEGREES 07 MINUTES 15 SECONDS EAST 391.05 FEET, THENCE NORTH 76 DEGREES 05 MINUTES 03 SECONDS WEST 47.94 FEET, THENCE NORTH 19 DEGREES 58 MINUTES 07 SECONDS EAST 210.94 FEET, THENCE SOUTH 73 DEGREES 01 MINUTES 23 SECONDS EAST 41.02 FEET, THENCE NORTH 17 DEGREES 33 MINUTES 53 SECONDS EAST 345.23 FEET, THENCE NORTH 19 DEGREES 17 MINUTES 54 SECONDS EAST 301.83 FEET, THENCE NORTH 10 DEGREES 06 MINUTES 03 SECONDS EAST 161.16 FEET, THENCE NORTH 30 DEGREES 39 MINUTES 27 SECONDS EAST 206.75 FEET, THENCE NORTH 21 DEGREES 44 MINUTES 41 SECONDS WEST 248.89 FEET, THENCE NORTH 09 DEGREES 31 MINUTES 18 SECONDS WEST 150.00 FEET, THENCE NORTH 18 DEGREES 11 MINUTES 43 SECONDS EAST 215.00 FEET, THENCE NORTH 36 DEGREES 37 MINUTES 08 SECONDS EAST 143.08 FEET, THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS EAST 337.22 FEET TO THE POINT OF BEGINNING CONTAINING 69.688 ACRES, MORE OR LESS

EXHIBIT A

