

OR 1858 PG 0243

DAVEL LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

NOV 20 11 51 AM '96

1405375

THE LANDING AT GOLDEN EAGLE, UNIT 1
GOLDEN EAGLE HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by Capital First, Inc., a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Leon County, Florida, more particularly described in Exhibit "A" attached hereto, and

WHEREAS, Declarant is desirous of creating and maintaining a residential neighborhood upon said property and it is to the interest, benefit and advantage of those who hereafter purchase and own individual lots in said neighborhood that certain protective covenants and restrictions be adopted to govern and regulate the development, use and occupancy of such lots;

NOW THEREFORE, Declarant hereby declared that all of the properties described above shall be held, developed, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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

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 part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall be construed to include a lot owner or a residential living unit owner.

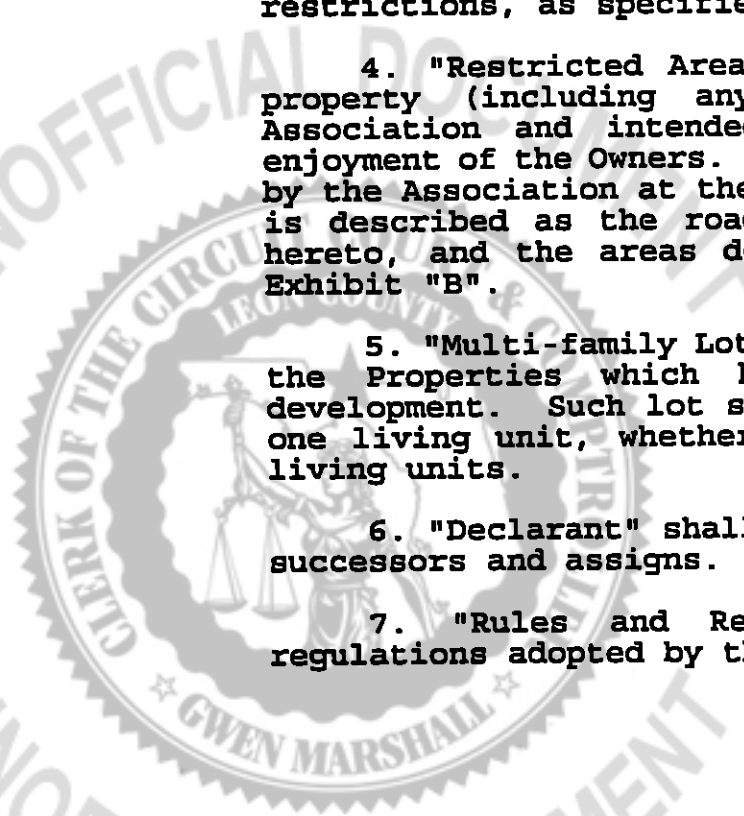
3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" hereof, and such additions thereto as any hereafter be brought within the jurisdiction of the Association and subjected to these or similar covenants and restrictions, as specified in Article VII.

4. "Restricted Area" or "Common Area" shall mean all real property (including any improvements thereof) owned by the Association and intended to be used for the common use and enjoyment of the Owners. The Restricted or Common Area to be owned by the Association at the time of the conveyance of the first lot is described as the roadways described in Exhibit "B" attached hereto, and the areas designated "Common Area" on the attached Exhibit "B".

5. "Multi-family Lot" shall mean those parcels of land within the Properties which have been designated for multi-family development. Such lot shall be the area which is designated for one living unit, whether or not such unit is attached to other living units.

6. "Declarant" shall mean Capital First, Inc., its grantors, successors and assigns.

7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association.



8. "By-Laws" shall mean the by-laws of the Association.

9. "Directors" shall mean the directors of the Association.

10. "Assessment" shall mean the sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association.

ARTICLE II
USE RESTRICTIONS

1. Residential Only. The Declarant intends for the Properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Declarant may, however, use and develop a Lot or Lots as a model homesite and for display and sales offices.

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

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

4. Dwelling Quantity and Size. The total floor area of the main structure, exclusive of porches, garages, carports and patios shall not be less than 1400 square feet.

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

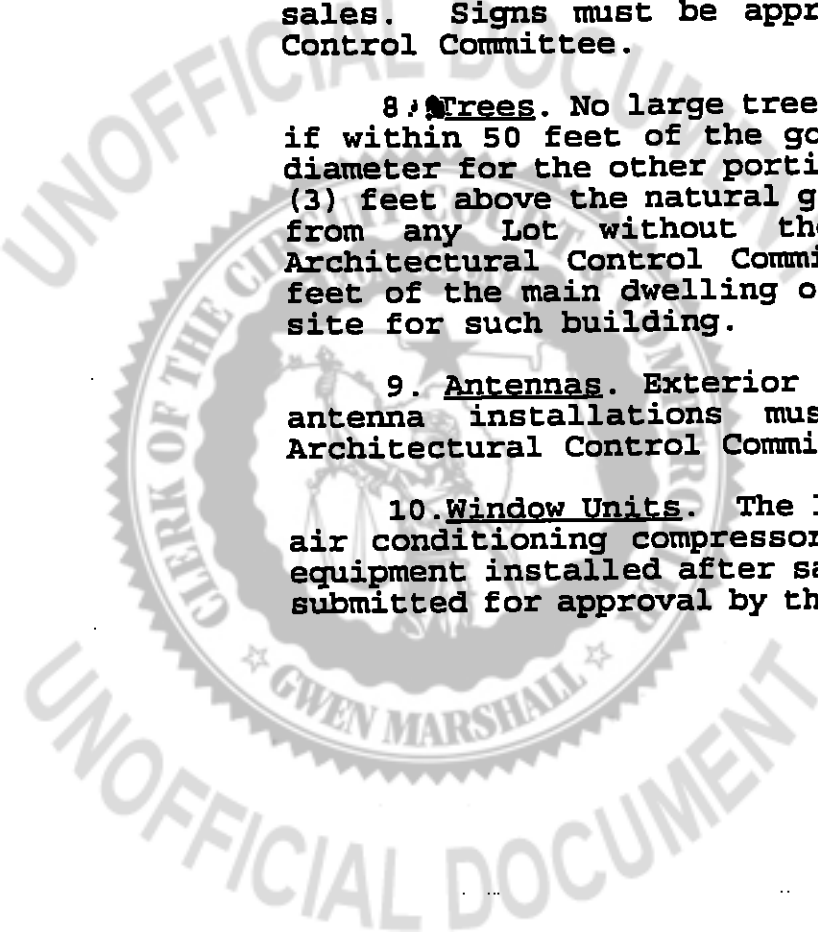
6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. The Association may adopt and implement regulations and rules governing pets within the Properties.

7. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent or a sign used by builder to advertise the property during construction and sales. Signs must be approved in writing by the Architectural Control Committee.

8. Trees. No large trees of any kind measuring 6" in diameter, if within 50 feet of the golf course boundary, or 12" or more in diameter for the other portions of a Lot, at a height measure three (3) feet above the natural ground elevation shall be cut or removed from any Lot without the express written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

9. Antennas. Exterior radio and television and other type of antenna installations must be approved in writing by the Architectural Control Committee.

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



to installation.

ARTICLE III
PROPERTY RIGHTS AND OBLIGATIONS

1. Owner's easements of Enjoyment. Every owner shall have a right and easement in and to the Restricted Areas and roadways which shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of it published Rules and Regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such transfer is approved by two-thirds (2\3) vote of members present, or represented by proxy at a meeting called specifically for that purpose.

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

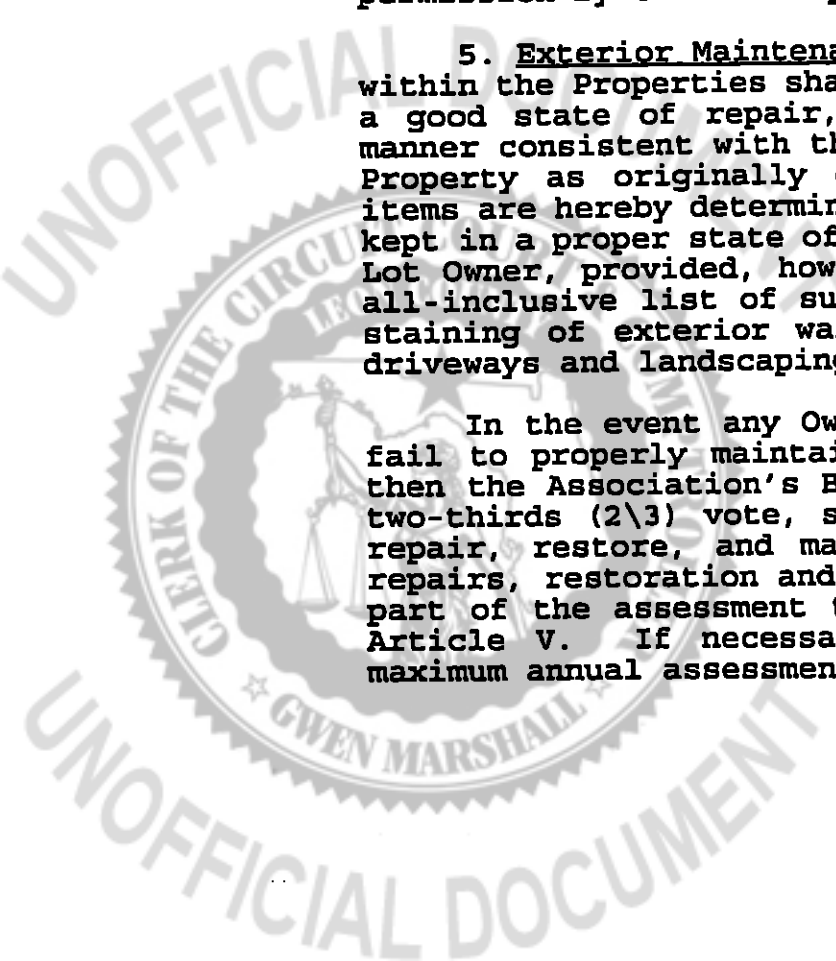
2. Use of Recreational Facilities. In the event recreational facilities are constructed upon the Restricted Area, the Directors may adopt rules and regulations governing the use and control of such facilities.

3. Reservation of Easement. The Declarant hereby reserves and hereby grants unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, along, across and under all restricted areas, as well as the rear ten (10) feet of all golf course lots. Such easement shall also include the right to use all roadways on the Properties.

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

5. Exterior Maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2\3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article V.



ARTICLE IV
HOMEOWNERS ASSOCIATION

1. Creation. There shall be created a non-profit Florida corporation to be known as the Golden Eagle Homes Association.

2. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any site.

3. Classification of Membership in Association.

Subsection 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

Subsection 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Subsection 1 with the exception of the Developer. Class A members shall be entitled to one vote for each living unit in which they hold the interests required for membership by Section 1 on all issues. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

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

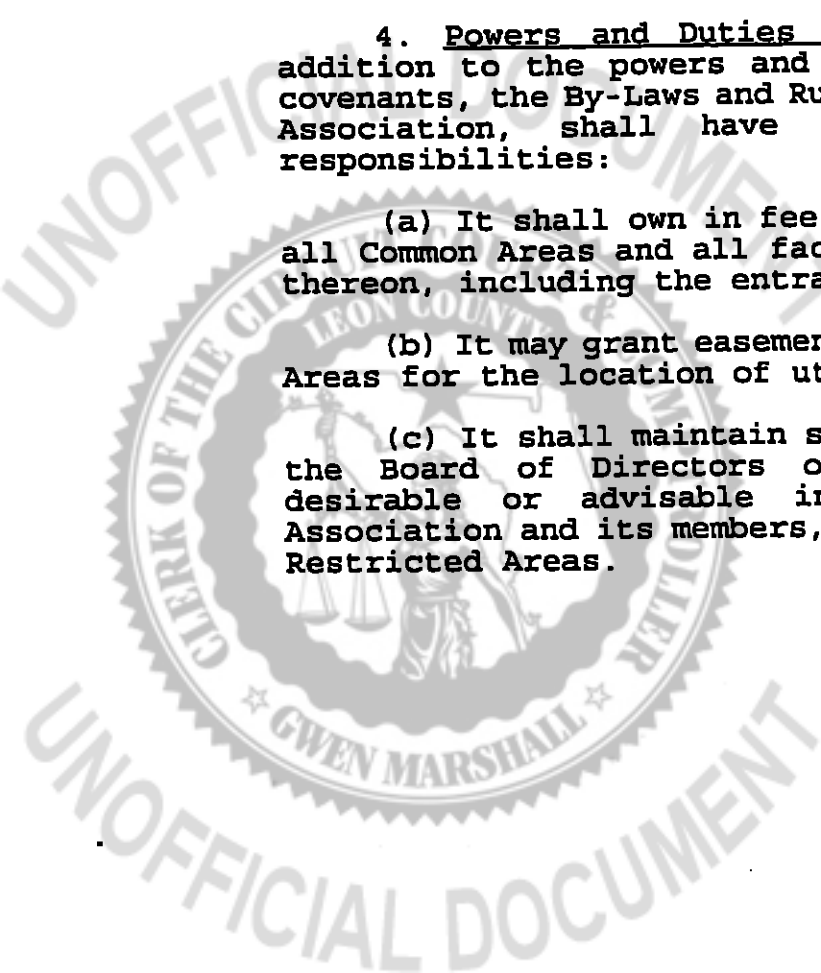
Notwithstanding any other provision in this Article, every owner shall at all times be entitled to cast one vote per site on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held before more than 50 percent of the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

4. Powers and Duties of Association. The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

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

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

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located in Restricted Areas.



(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

5. Reservation by Declarant. The Developer shall deed the private streets or roads, drainage facilities, and other required common area improvements to the Association or other responsible corporate entity before more than 70 percent of the subdivision sites have been sold or conveyed by the Developer. The Declarant has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees for enforcing same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title, unless the Treasurer of the Association has released such lot in writing.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Restricted Areas, including, but not limited to, the payment for the maintenance, repair and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Restricted Areas, street lights, maintenance of entranceways, and such other uses as may be determined by the Association.

3. Maximum Annual Assessment. Until January 1, 1996 the maximum annual assessment shall be \$220 for each single family lot and one-half of that amount for multi-family lots.

(a) From and after January 1, 1996, the Board may increase the maximum annual assessment each year by not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1, 1996, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2\3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

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

4. Special Assessment for Capital Improvements. In addition to the annual assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Restricted Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2\3) of the votes

of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of the Owners (or written proxies therefrom) shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single-family Lots and one-half of such amount for all multi-family Lots. All assessments may be paid on a annual basis.

7. Date of Commencement of Annual Assessments: Due Dates. The effective date of the commencement of Annual Assessments shall be the first day of the month following completion of improvements of roads and utilities serving the unit in which the Lot is located for single family homes and the first day of the month following the date of insurance of a Certificate of Occupancy for multi-family Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

8. Effective of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Restricted Area or abandonment of a Lot.

9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

The original appearance of buildings, paved areas, landscaping and fencing, whether on the Properties or the Restricted Areas, shall be maintained and preserved. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Restricted Areas, nor shall any exterior additions or alterations be made thereto (including changes in color of paints or stains) until the plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee composed of two (2) representatives appointed by the Association, three (3) appointed by the Declarant and one (1) appointed by the Golden Eagle Country Club, Inc. The initial members of the Architectural Control are Cooper Frye, Judy Yow, Mark Conner, Bob Land, Jennifer Land and Keith Clark. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval

will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

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

2. Severability. The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

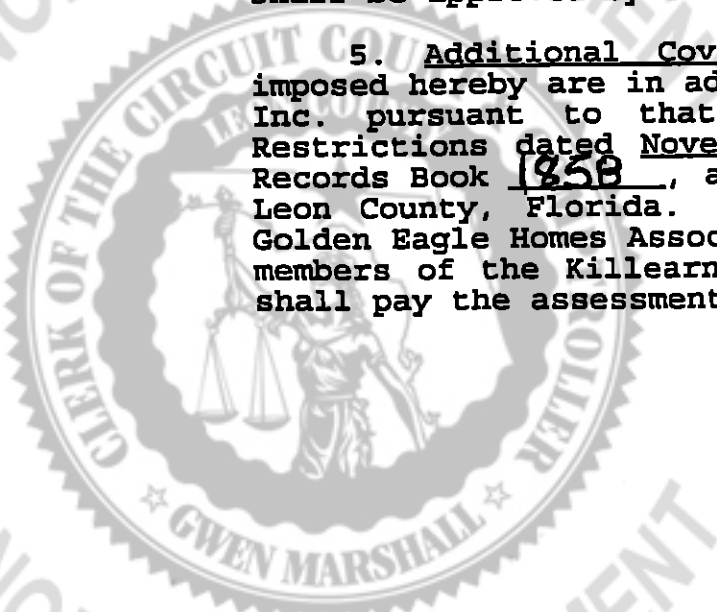
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three-fourths (3\4) of the Lot Owners of all the Properties annexed by these or similar covenants by Declarant under paragraph 4, below.

This Declaration may be amended at any time with the consent and approval of not less than three-fourths (3\4) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments. No amendment to these covenants shall be effective which alters the requirements herein imposed by Section 10-1556(a)(1)-(a)(13) of the Leon County Code without the written consent and joinder of the county which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

4. Annexation. Declarant owns additional real property adjacent and contiguous to the Properties. The Declarant may annex so much of said additional property from time to time, in the sole discretion of Declarant, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become part of those Properties to the end that all rights of members shall be uniform as between all Units. Except as aforesaid, any other annexation of additional property shall be approved by two-third (2\3) vote of the members.

5. Additional Covenants. The covenants and restrictions imposed hereby are in addition to those imposed by Capital First, Inc. pursuant to that certain Declaration of Covenants and Restrictions dated November 17, 1995 as recorded in Official Records Book 1858, at Page 220, of the Public Records of Leon County, Florida. In addition to becoming members of the Golden Eagle Homes Association, Inc., all Lot Owners shall become members of the Killearn Lakes Homeowners Association, Inc., and shall pay the assessments levied by said Association.



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

WITNESSES:

Annie R. Hill
Annie R. Hill
Melinda Montford
Melinda Montford

CAPITAL FIRST, INC.
a Florida Corporation

By [Signature]
Mark A. Conner
President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 17th day of November, 1945, by Mark A. Conner as President of Capital First, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

[Signature]
Notary Public

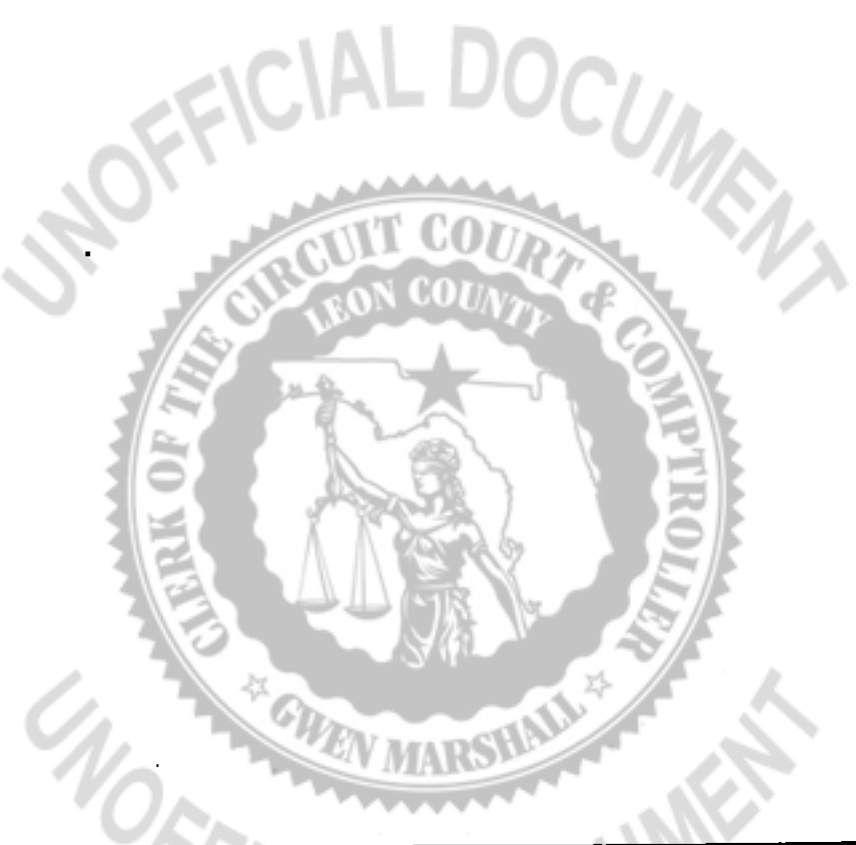


ANNIE R. HILL
MY COMMISSION # CC393517 EXPIRES
November 13, 1958
INSURED THROUGH TROY FAHNS INSURANCE, INC.

Printed Name

My Commission Expires:

(Seal)



James "Thurman" Roddenberry

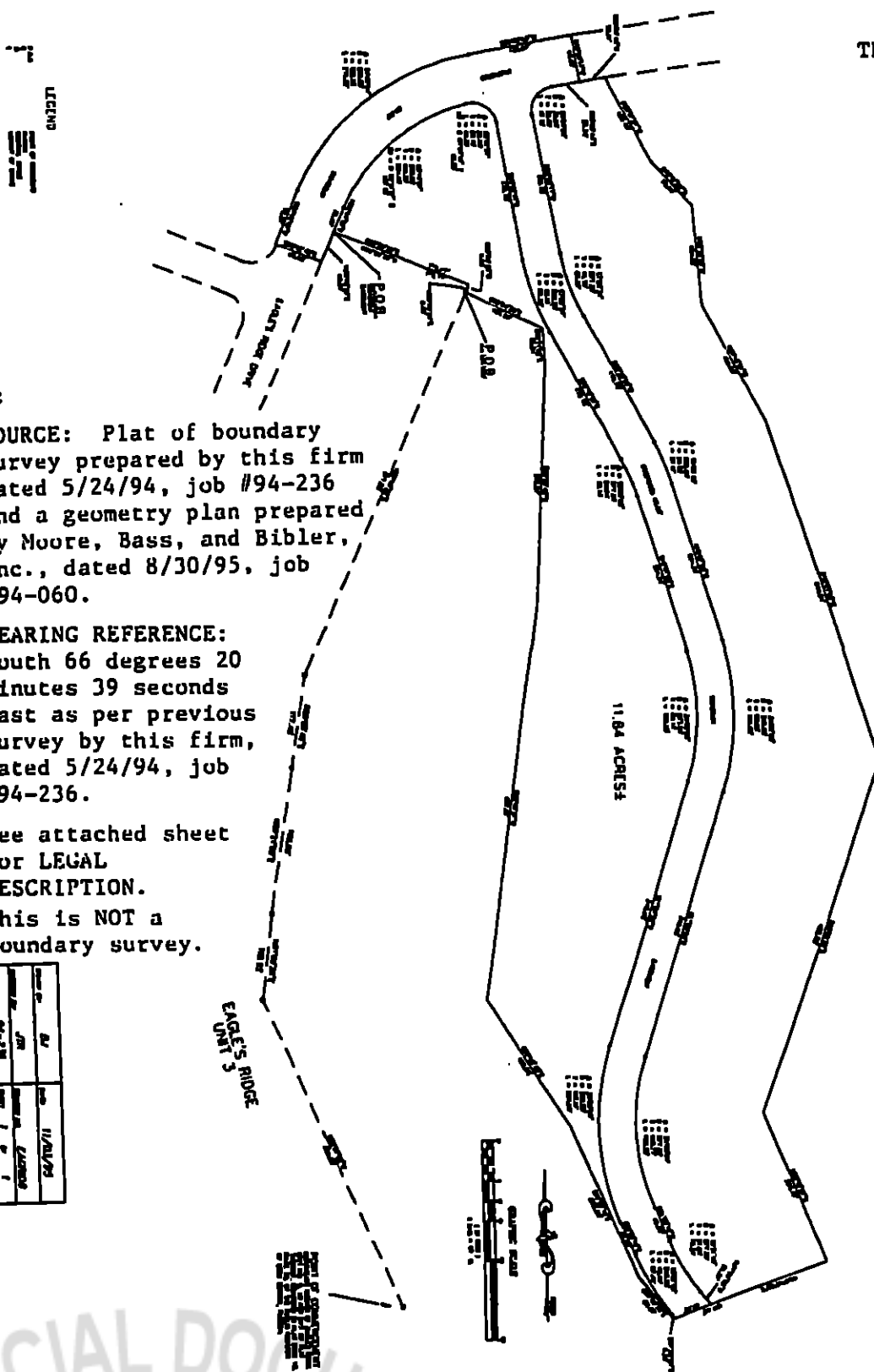
Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

SKETCH OF PROPERTY
OF
THE LANDING, PHASE I
AT
GOLDEN EAGLE



THIS IS NOT A BOUNDARY SURVEY

NOTES:

1. SOURCE: Plat of boundary survey prepared by this firm dated 5/24/94, job #94-236 and a geometry plan prepared by Moore, Bass, and Bibler, Inc., dated 8/30/95, job #94-060.
2. BEARING REFERENCE: South 66 degrees 20 minutes 39 seconds East as per previous survey by this firm, dated 5/24/94, job #94-236.
3. See attached sheet for LEGAL DESCRIPTION.
4. This is NOT a boundary survey.

DATE	11/07/95
BY	JAMES T. RODDENBERRY
PROF. NO.	4261

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

SEAL

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

James T. Roddenberry

JAMES T. RODDENBERRY
 Surveyor & Mapper
 Florida Certificate No. 4261
 Date of Last Field Work
 none

Date 11/07/95
 Job No. 94-236
 N.B. none
 County Leon

 Sep A T. R.

FLOOD STATEMENT

ZONE: "C"
 As per Federal Flood Insurance Rate Map
 Community Panel No. 120088 0420B
 Dated: index 12/15/82
 LEON COUNTY FL

Exhibit "A"

James "Thurman" Roddenberry

Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

November 3, 1995

Legal Description of a 11.84 Acre Tract
 Certified To:
 Moore, Bass and Bibler,

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

Commence at a 4 inch by 4 inch concrete monument (marked #4664) marking the Northeast corner of Eagles Ridge Unit No. 2 as per map or plat thereof recorded in Plat Book 10, Page 79 of the Public Records of Leon County, Florida and run North 22 degrees 02 minutes 52 seconds West 420.03 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence run North 07 degrees 05 minutes 25 seconds East 109.92 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 24 minutes 00 seconds East 180.09 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 08 minutes 48 seconds East 117.45 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 23 degrees 43 minutes 36 seconds East 517.58 feet to a 5/8 inch re-rod (marked #4664) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run South 62 degrees 34 minutes 38 seconds East 104.50 feet to a 5/8 inch re-rod (marked #4016), thence run South 02 degrees 11 minutes 02 seconds East 43.84 feet to a 5/8 inch re-rod (marked #4016), thence run South 03 degrees 26 minutes 49 seconds West 303.91 feet to a 5/8 inch re-rod (marked #4016), thence run South 08 degrees 43 minutes 31 seconds West 497.61 feet to a 5/8 inch re-rod (marked #4016), thence run South 30 degrees 43 minutes 49 seconds East 190.52 feet to a 5/8 inch re-rod (marked #4016), thence run South 21 degrees 55 minutes 10 seconds East 202.02 feet to a 5/8 inch re-rod, thence run South 37 degrees 26 minutes 53 seconds East 68.51 feet, thence run North 69 degrees 47 minutes 59 seconds East 197.48 feet to a point, thence run North 20 degrees 12 minutes 01 seconds East 200.17 feet to a point, thence run North 18 degrees 56 minutes 29 seconds East 462.50 feet to a point, thence run North 16 degrees 07 minutes 03 seconds West 444.04 feet to a point, thence run North 26 degrees 15 minutes 51 seconds West 163.03 feet to a point, thence run North 03 degrees 28 minutes 50 seconds West 124.03 feet to a point, thence run North 40 degrees 41 minutes 50 seconds West 75.90 feet to a point, thence run North 25 degrees 51 minutes 57 seconds West 120.40 feet to a point lying on the southerly right-of-way boundary of a proposed 60.00 foot roadway, thence run South 80 degrees 50 minutes 43 seconds West along said right-of-way boundary 29.9 feet, thence leaving said

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OR 1858 PG 0253

11.84 Acre Tract (con't)

right-of-way boundary run North 09 degrees 09 minutes 17 seconds West 60.00 feet to the Northerly right-of-way boundary of said proposed 60.00 foot roadway, thence run South 80 degrees 50 minutes 43 seconds West along said right-of-way boundary 135.97 feet to a point of curve to the left, thence run Southwesterly along said right-of-way boundary and curve with a radius of 280.00 feet through a central angle of 57 degrees 09 minutes 54 seconds for an arc distance of 279.36 feet to a point of tangency, thence run South 23 degrees 40 minutes 49 seconds West along said right-of-way boundary 72.81 feet, thence leaving said right-of-way boundary run South 66 degrees 19 minutes 48 seconds East 60.00 feet to the Southeasterly right-of-way boundary of said proposed right-of-way boundary, thence run North 23 degrees 40 minutes 49 seconds East along said right-of-way boundary 40.07 feet, thence leaving said right-of-way boundary run South 66 degrees 20 minutes 39 seconds East 175.77 feet to a point, thence run South 23 degrees 30 minutes 49 seconds West 9.93 feet to a the POINT OF BEGINNING containing 11.84 acres, more or less.

SUBJECT TO A 60.00 FOOT wide and 45.00 foot wide proposed roadway easement being more particularly described as follows:

Commence at a 4 inch by 4 inch concrete monument (marked #4664) marking the Northeast corner of Eagles Ridge Unit No. 2 as per map or plat thereof recorded in Plat Book 10, Page 79 of the Public Records of Leon County, Florida and run North 22 degrees 02 minutes 52 seconds West 420.03 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence run North 07 degrees 05 minutes 25 seconds East 109.92 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 24 minutes 00 seconds East 180.09 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 09 degrees 08 minutes 48 seconds East 117.45 feet to a 4 inch by 4 inch concrete monument (marked #4664), thence North 23 degrees 43 minutes 36 seconds East 517.58 feet to a 5/8 inch re-rod (marked #4664), thence run North 23 degrees 30 minutes 49 seconds East 9.93 feet to a point, thence run North 66 degrees 20 minutes 39 seconds West 175.77 feet to a point lying on the Southeasterly right-of-way boundary of a proposed 60.00 foot wide roadway and the POINT OF BEGINNING. From said POINT OF BEGINNING run North 23 degrees 44 minutes 10 seconds East along said right-of-way boundary 32.96 feet to a point of curve to the right, thence run Northeasterly along said right-of-way boundary and curve with a radius of 220.00 feet, through a central angle of 53 degrees 14 minutes 57 seconds for an arc distance of 204.46 feet chord being North 50 degrees 21 minutes 17 seconds East 197.18 feet to a point of curve to the right, thence run Easterly and Southerly along said curve with a radius of

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30 feet through a central angle of 93 degrees 51 minutes 57 seconds for an arc distance of 49.15 feet (chord being South 56 degrees 05 minutes 15 seconds East 43.83 feet) to a point of tangency lying on the Westerly right-of-way boundary of a 45.00 foot wide roadway, thence run Southerly along said right-of-way boundary the following eleven (11) courses: South 09 degrees 09 minutes 17 seconds East 175.75 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 17 degrees 06 minutes 34 seconds for an arc distance of 96.30 feet to a point of tangency, South 26 degrees 15 minutes 51 seconds East 179.75 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 10 degrees 08 minutes 48 seconds for an arc distance of 49.14 feet to a point of tangency, South 16 degrees 07 minutes 03 seconds East 204.34 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 34 degrees 06 minutes 53 seconds for an arc distance of 165.23 feet to a point of tangency, South 17 degrees 59 minutes 50 seconds West 345.95 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 39 degrees 55 minutes 00 seconds for an arc distance of 224.68 feet to a point of tangency, South 21 degrees 55 minutes 10 seconds East 45.57 feet to a point of curve to the left with a radius of 322.50 feet for an arc distance of 87.41 feet to a point of tangency, South 37 degrees 26 minutes 53 seconds East 6.29 feet to a point, thence leaving said right-of-way boundary run North 69 degrees 47 minutes 59 seconds East 47.12 feet to the Easterly right-of-way boundary of said proposed 45.00 foot wide roadway, thence run Northerly along said right-of-way boundary the following eleven courses: North 37 degrees 26 minutes 53 seconds West 20.26 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 15 degrees 31 minutes 43 seconds for an arc distance of 75.21 feet to a point of tangency, North 21 degrees 55 minutes 10 seconds West 45.57 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 39 degrees 55 minutes 00 seconds for an arc distance of 193.33 feet to a point tangency, North 17 degrees 59 minutes 50 seconds East 345.95 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 34 degrees 06 minutes 53 seconds for an arc distance of 192.02 feet to a point of tangency, North 16 degrees 07 minutes 03 seconds West 204.34 feet to a point of curve to the left with a radius of 322.50 feet through a central angle of 10 degrees 08 minutes 48 seconds for an arc distance of 57.11 feet to a point of tangency, North 26 degrees 15 minutes 51 seconds West 179.75 feet to a point of curve to the right with a radius of 277.50 feet through a central angle of 17 degrees 06 minutes 34 seconds for an arc distance of 82.87 feet, North 09 degrees 09 minutes 17 seconds West 176.18 feet to a point of curve to the right with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet to

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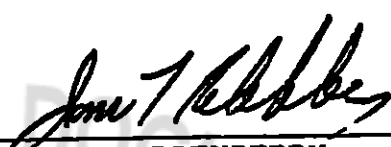
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a point of tangency lying on the Southerly right-of-way boundary of a proposed 60.00 foot wide roadway, thence run North 80 degrees 50 minutes 43 seconds East along said right-of-way boundary 33.74 feet to a point, thence leaving said right-of-way boundary run North 09 degrees 09 minutes 17 seconds West 60.00 feet to a point, lying on the Northerly right-of-way boundary of said proposed 60.00 foot wide roadway, thence run Southwesterly along said right-of-way boundary the following three (3) courses: South 80 degrees 50 minutes 43 seconds West 125.97 feet to a point of curve to the left with a radius of 280.00 feet through a central angle of 57 degrees 09 minutes 54 seconds for an arc distance of 279.36 feet to a point of tangency, South 23 degrees 40 minutes 49 seconds West 72.81 feet to a point, thence leaving said right-of-way boundary run South 66 degrees 19 minutes 48 seconds East 60.00 feet to a point lying on the Southeasterly right-of-way boundary of said proposed 60.00 foot wide roadway, thence run North 23 degrees 40 minutes 49 seconds East along said right-of-way boundary 40.07 feet to the POINT OF BEGINNING.

NO FIELD WORK has been done to verify the accuracy of the property described hereon.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.



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

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