

CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA

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THE LANDING AT GOLDEN EAGLE, UNIT 1
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 20th day of November, A.D., 1995, by Capital First, Inc., a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property 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; and

WHEREAS, Declarant has will cause to be incorporated under the laws of the State of Florida, as a non-profit corporation, THE LANDING AT GOLDEN EAGLE HOMES ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

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

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

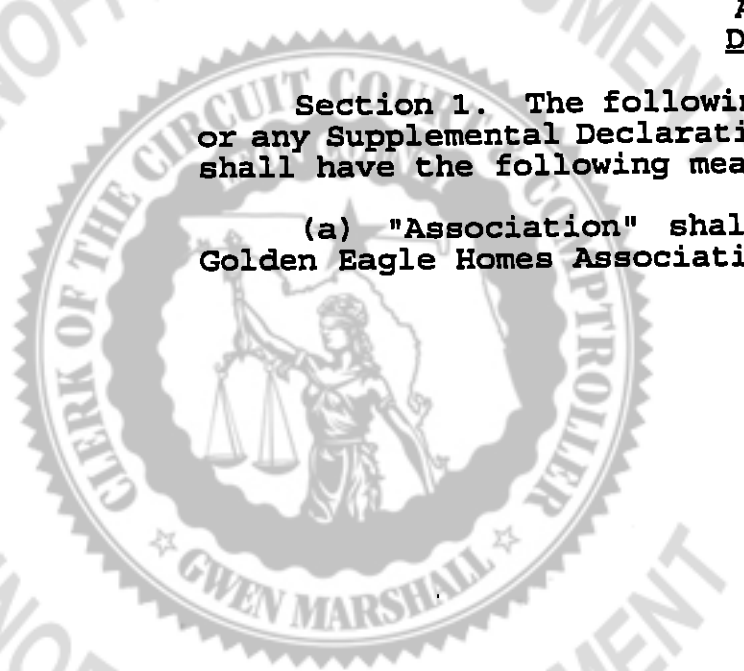
See Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Additional Units of The Landing at Golden Eagle (The Landing) may become subject to this declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of the Developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights resulting to Members of The Landing at Golden Eagle Homes Association shall be uniform as between all units of The Landing.

ARTICLE II
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Landing at Golden Eagle Homes Association, Inc.



UNOFFICIAL DOCUMENT

(b) "Board" shall mean and refer to the Board of Directors of The Landing at Golden Eagle Homes Association, Inc.

(c) "Common Properties" or "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall specifically include all areas designated as green areas on the recorded plat.

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

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

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

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

(h) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each living unit is situated upon its own individual lot.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or living unit situated upon The Properties but, notwithstanding and applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

(k) "Developer" shall refer to and mean the Killlearn Lakes Developer unless otherwise specified.

(l) "Assessment" shall mean that 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 Common Areas pursuant to these covenants, the By-laws and the Rules and Regulations adopted by the Association.

ARTICLE III GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notices required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event a judgement is obtained, such judgement shall include a reasonable attorney's fee to be fixed by the Court together with the costs of the action. Failure by the Association of 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. In the event of litigation hereunder to require the Developer to perform any obligation imposed upon him under this Declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all lot owners voting, provided however that the total number of votes is greater than fifty percent (50%) of all property owners entitled to cast a vote.

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 a 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 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.

Section 5. Attorney's Fees. In any legal or equitable proceeding by the Association to enforce or restrain the violation of these covenants, the party in violation shall pay a reasonable attorney's fee of the Association. In addition, in any legal or equitable proceeding in which the Association successfully enforces the Developer's performance or obligation pursuant to then recorded Covenants and Restrictions, the Developer shall pay a reasonable attorney's fee of the Association.

ARTICLE IV
DEVELOPER'S RESERVATION TO AMEND

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent

unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

ARTICLE V
ADDITIONAL COVENANTS AND RESTRICTIONS

The covenants and restrictions imposed hereby are in addition to those imposed by the Killlearn Lakes Homeowners Association, Inc. pursuant to that certain Declaration of Covenants and Restrictions dated November 11, 1995 as recorded in Official Records Book 1858, Page 220, of the Public Records of Leon County, Florida and those imposed by the Golden Eagle Homes Association, Inc., pursuant to that certain Declaration of Covenants and Restrictions dated November 11, 1995, as recorded in Official Records Book 1858, Page 243, of the Public Record of Leon County, Florida. In addition to becoming members of The Landing at Golden Eagle Homes Association, Inc., all Owners shall become members of the Killlearn Lakes Homeowners Association, Inc. and the Golden Eagle Homes Association, Inc., and shall pay the assessments levied by said Associations, those assessments being set forth in the respective Covenants and Restrictions.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, dock, 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 in duplicate 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 representatives as provided in ARTICLE VII. The Architectural Control Committee shall have absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee (or ACC) is composed of two members to be appointed by the Developer and a third party to be appointed by the Homeowners Board of Directors. The majority of the committee may designate a representative to act for it. Neither members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The ACC's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any even, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least 30 days prior to the commencement of construction, such plans and specifications shall be submitted to the ACC and shall consist of not less than the following: foundation plans, floors plans of all floors, section details, elevation drawings of all exterior walls, roof plan, soil test, and a plot plan showing pre/post drainage, location and orientation of all buildings, pre/post construction

erosion sediment control plan, limits of clearing, discharge area or point for stormwater, anomalies and building restriction lines shown. In addition, there shall be submitted to the ACC for approval a description of materials and such samples of building materials proposed to be used as the ACC shall specify and require.

Exterior Structure Material. The exterior walls of each dwelling must be all brick or all stucco and must be approved in writing by the ACC.

Roof/Ceilings. The roof pitch of any building shall be 7/12, and said roof shall have architectural shingles. All living units must have a minimum ceiling height of ten (10) feet.

ARTICLE VIII
USE RESTRICTIONS

Section 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 of Lots as a model homesite and for display and sales offices.

Section 2. Conformation with Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of the constructions and shall be places on the Lot in conformation with its requirements.

Section 3. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to a 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 Association or Declarant.

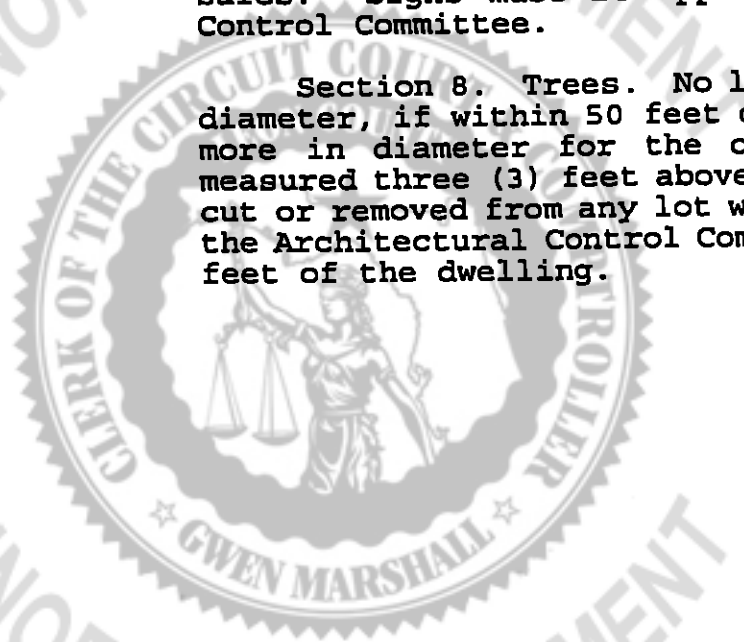
Section 4. Dwelling Quantity and Size/Exterior Material. The total floor area of the main structure, exclusive of porches, garages, carports and patios shall not be less than 1400 square feet, and shall have an exterior construction of all brick or all stucco.

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

Section 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.

Section 7. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than four (4) 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.

Section 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 portion of a lot, at a height measured 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 dwelling.



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

Section 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.

Section 11. Mail Boxes. The Architectural Control Committee must approve all mailboxes. It is the intent of the Association to have all mailboxes uniform in appearance.

Section 12. Landscaping.

(a) Landscaping plans. Every lot on which a building is constructed shall be landscaped in accordance with the plans submitted to and approved in writing by the Architectural Control Committee. The plans shall include adequate irrigation for maintenance of the landscaped area.

(b) Installation. Landscaping as approved by the Architectural Control Committee shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building, whichever date first occurs, unless the Architectural Control Committee shall approve in writing another final date of landscaping installation. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from such notification, the Association shall have the right, but not the duty, through its agents or employees, to enter upon the property for the purpose of installing said landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) overhead allowance shall be borne by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the cost plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a lien made on real property. Within fifteen (15) days following any request from Owner, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner. At the option of the Architectural Control Committee, it may require a bond to be posted by the Owner, prior to occupancy, to ensure the installation of the landscaping.

(c) Maintenance. All landscaping shall be maintained by the Association in an attractive, sightly and well-kept condition.

ARTICLE IX
LAND USE AND BUILDING TYPE AND PARTY WALLS

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than a multi-family structure composed of four (4) living units, not to exceed two and one-half stories in height. Each unit shall consist of and contain that portion of each unit bounded by the following:

(a) The upper boundary shall be the exterior surface of the roof.

(b) The vertical boundaries of the unit shall be the perimeter walls subject to the following:

1. With regard to exterior walls, the exterior surface of said walls shall be a boundary except where there is attached to the building any improvements serving only such unit, in which

event the boundary shall be such as will include such improvements;
and

2. With regard to common interior walls, the centerline of said walls shall be a boundary.

(c) Any conveyance of a unit by unit number or other similar designation shall be deemed to include a conveyance of both the unit and the land relating thereto as identified in the applicable plat.

(d) The following, although located within a unit, are not deemed a part of the unit: bearing walls, columns, all individual and other utility installation serving more than one unit.

(e) All portions of the property not included or encompassed within the unit as defined above shall be common areas and shall include but not necessarily be limited to all land not specifically included in the description of a unit, the airspace above all structures, all bearing walls, all bearing columns and any other structure or improvement located on the property, except as otherwise provided for in this Declaration.

(f) Party Walls. Each wall which is built as a part of the original construction of the unit 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.

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

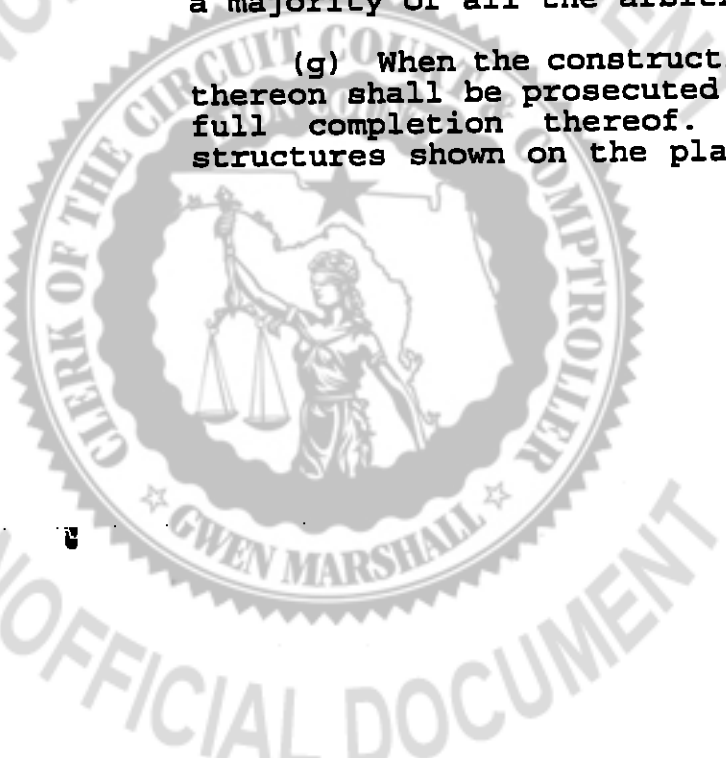
2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without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

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

4. 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.

5. 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 made by a majority of all the arbitrators.

(g) When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the



Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE X
BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat, if any. No building shall be located on any lot nearer than 25 feet to the front or rear lot lines, or nearer than 10 feet to any side street property line.

(b) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater.

(d) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XI
GARAGES AND CARPORTS

Each Living Unit shall have a functional two-car garage or carport attached to the residence.

ARTICLE XII
OFF-STREET PARKING

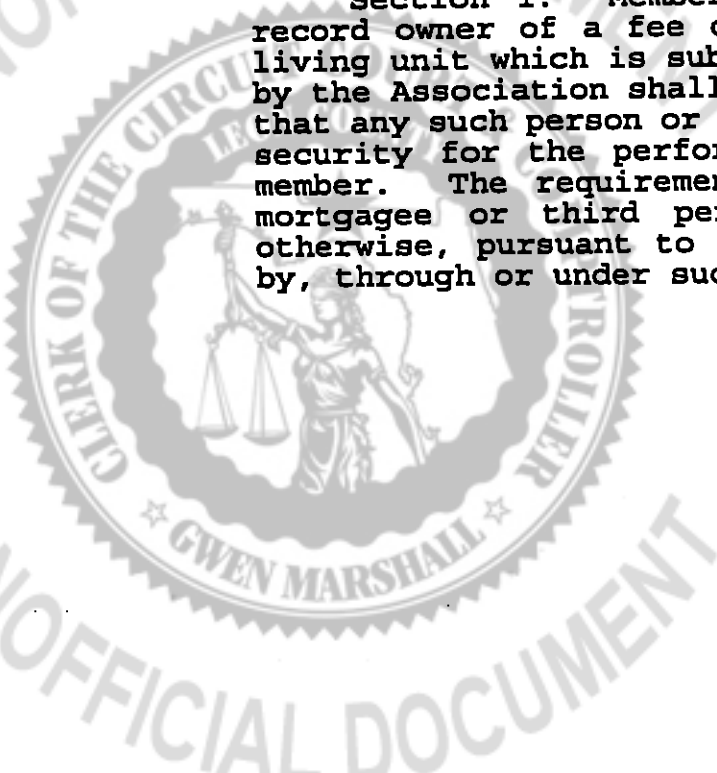
Boats, trailers, campers, or other such vehicles shall be parked or stored within the garage. In no event shall such vehicles be visible from the street which runs in front of the property.

ARTICLE XIII
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone or brick, and have a minimum width of 30 inches.

ARTICLE XIV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or living unit 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.



Section 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 Section 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 interest required for membership by Section 1. When more than one person holds such interest or interests in any living unit, all such persons shall be Members, and the vote for such living unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such living unit.

Class B. Class B Members shall be the Developers. The Class B Member shall be entitled to four votes for each site in which it holds the interest required for membership by Section 1 on all issues other than the election of the directors of the association and the amendment of covenants, provided that the Class B membership shall cease and become converted to Class A membership at each 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 of a site or living unit shall at all times be entitled to cast one vote per site or living unit 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 or living units have been sold or conveyed by the Developer.

ARTICLE XV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

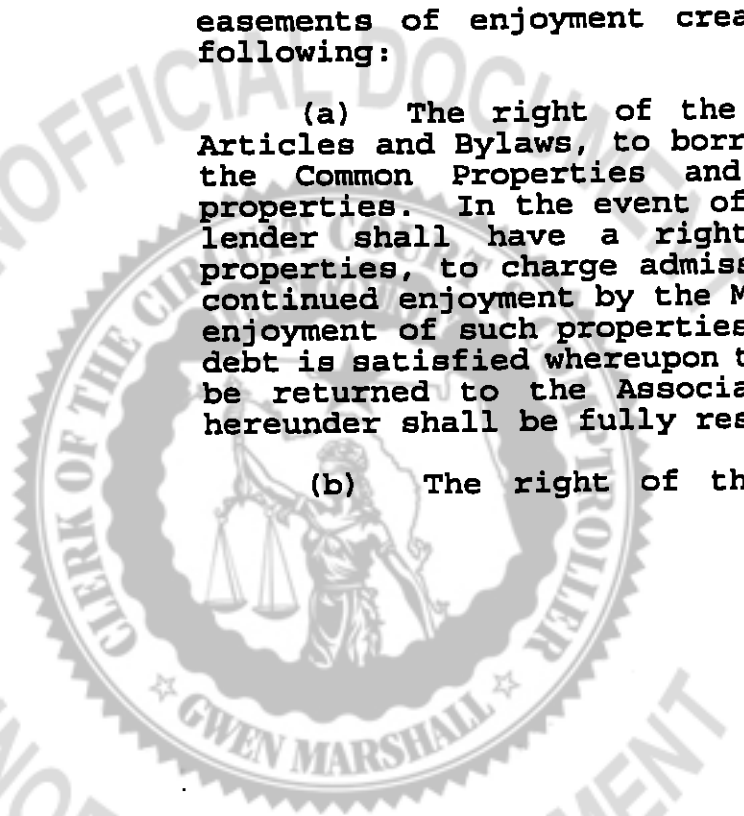
Section 1. Members' Easements and Enjoyment. Subject to the provisions of Section 3, every Member shall have the right and easement of enjoyment in and to the Common Areas, which appear in Exhibit "B" attached hereto, and such easement shall be appurtenant to and shall pass with the title of every lot.

Section 2. Title to Common Areas. The Developer may retain the legal right to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association but not later than January 1, 1997 or when more than 70% of the lots or living units have been sold or conveyed by the Developer, whichever occurs first.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) The right of the Association. As provided in its



Articles and Bylaws, to suspend the enjoyment right of any Member for a period which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and,

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified by two-thirds (2/3) vote of the Membership presented at such meeting called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

ARTICLE XVI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot or living unit owned by him/her within the Properties, hereby covenants and each Owner of any Lot or living unit by acceptance of deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In the event of litigation to require the association to perform its obligations under this Section, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees.

Section 3. Annual Assessments. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a

meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitation of Sections 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 and 4 hereof prospectively and for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Sections 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 2 hereof.

Section 6. Quorum for any Action Authorized under any Sections herein. The quorum authorized for any action authorized by any Sections hereof shall be as follows:

At the first meeting called, as provided in any Sections hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in any Sections hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

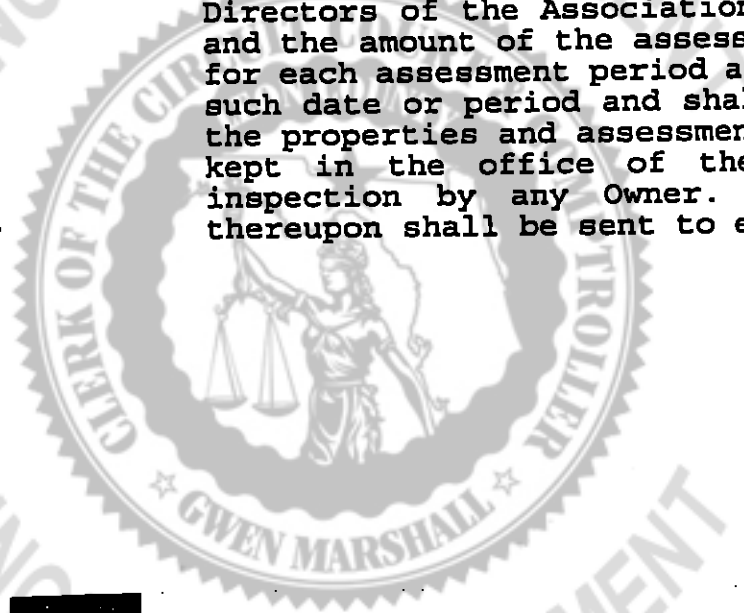
Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of annual assessment which may be levied for the balance remaining in the first year of assessment shall be the amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot or living unit, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.



The Association shall, upon demand, furnish at any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof,) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, and personal representatives, successors and assigns. There shall remain, however, a personal obligation of the then Owner for such unpaid assessment for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner, personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.



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
Mark A. Conner

CAPITAL FIRST, INC.
a Florida Corporation

By Mark A. Conner
Mark A. Conner
President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 20th 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.

Annie R. Hill
Notary Public

Annie R. Hill
Printed Name

My Commission Expires:

(Seal)



ANNIE R. HILL
MY COMMISSION # CC393517 EXPIRES
November 13, 1968
BONDED THRU TROY FAIR INSURANCE, INC.

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CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY
GWEN MARSHALL
UNOFFICIAL DOCUMENT

James "Thurman" Roddenberry

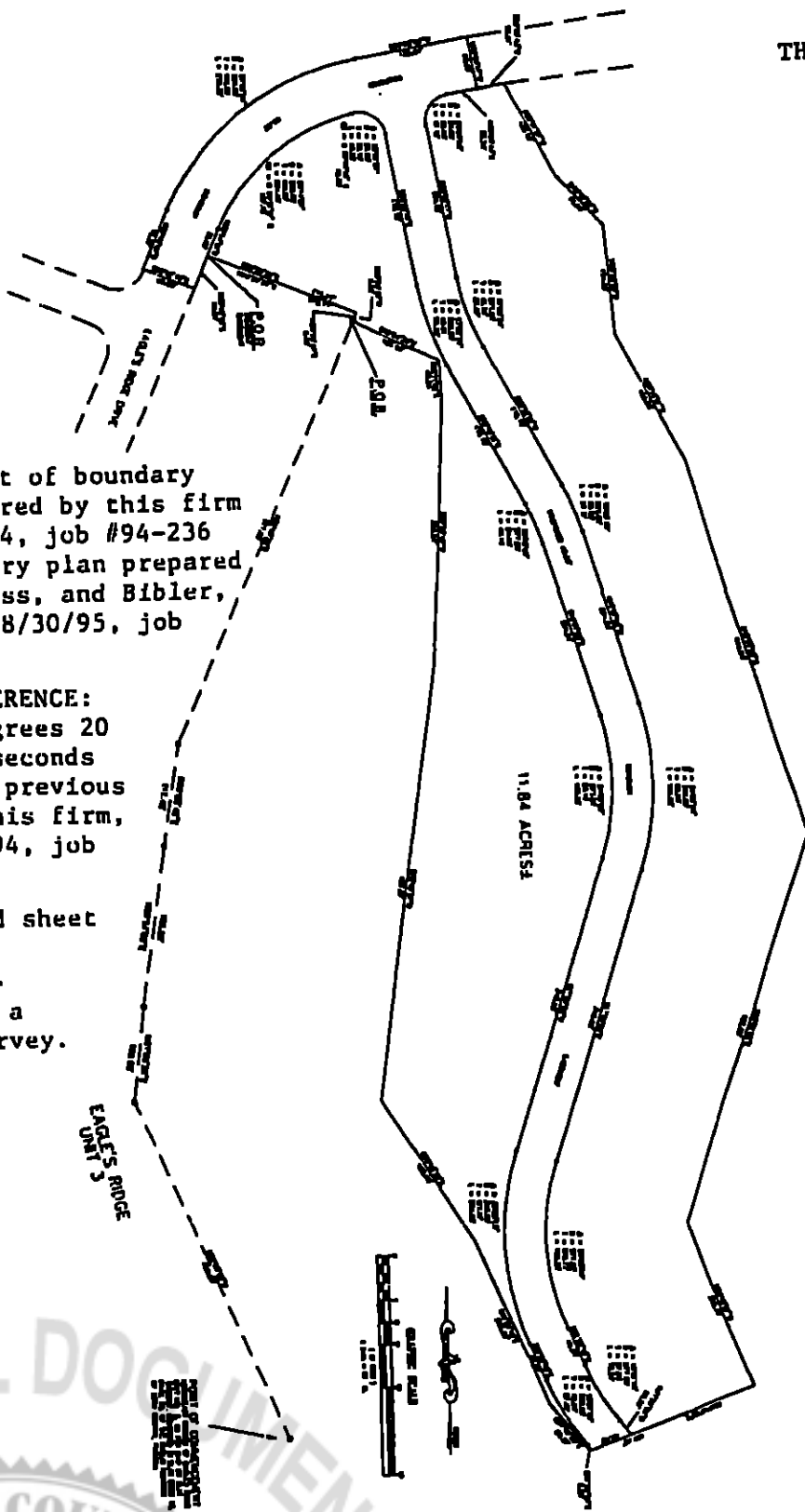
Professional Land Surveyor

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	BY	DATE	BY
05/24/94	JTR	08/30/95	JTR

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
 Sec. T R. 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 29.91 feet, thence leaving said

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OR 1858 PG 0271

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

11.84 Acre Tract (con't)

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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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11.84 Acre Tract (con't)

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

94-236-1

Page 4 of 4

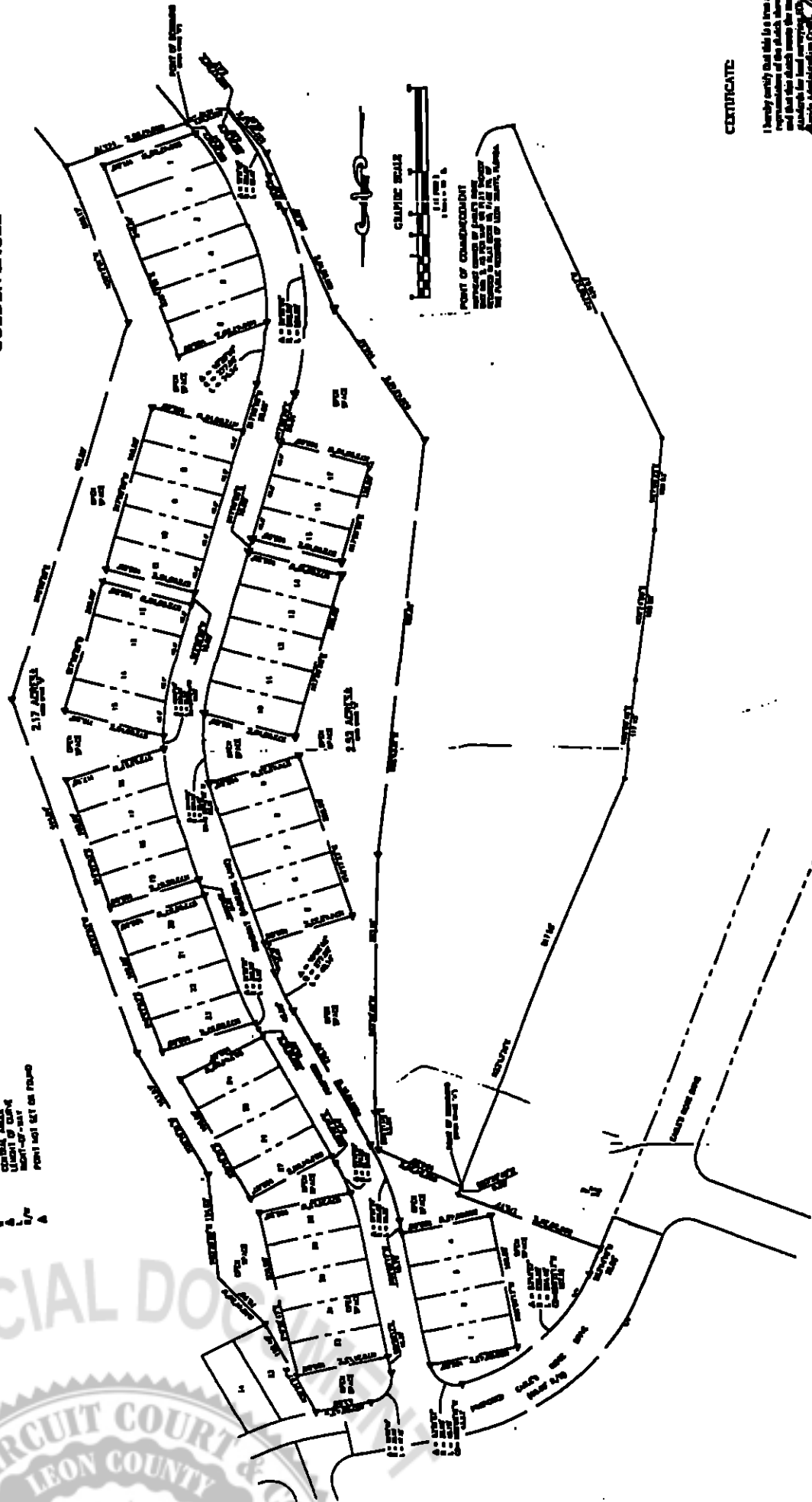
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SKETCH OF PROPERTY
(OPEN SPACE)
OF
THE LANDING, PHASE I
AT
GOLDEN EAGLE

THIS IS NOT A BOUNDARY SURVEY

LL-03-110
MARKED LOCAL
CORNER OF CORNER
MARKET-OF-WAY
POINT NOT SET OR FOUND



CERTIFICATE

I hereby certify that this is a true and correct representation of the sketch shown herein and that the same was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Florida.

[Signature]
James T. [Name]
Professional Engineer
Florida Certificate No. 1881

DATE OF SURVEY	11/10/93
DATE OF PLOTTING	11/10/93
DATE OF RECORDING	11/10/93
DATE OF DEED	11/10/93
DATE OF DEED	11/10/93
DATE OF DEED	11/10/93

FLOOD ZONE INFORMATION:
Subject property is located in Zone X-1 as per Flood Insurance Rate Map, Community Flood No. 12000-0410B, under date 10/10/88, Leon County, Florida.

The surveyor is not responsible for any errors or omissions in the information provided herein, and is not liable for any damages or losses resulting therefrom.

- NOTES:
1. SOURCE: Plot of boundary survey prepared by this firm, dated 02/11/94, job #14-025 and a primary plan prepared by Adams, Hill and Baker, Inc., dated 02/02/93, job #14-025.
 2. BEARING: BEARING: South 85 degrees 20 minutes 30 seconds East as per previous survey by this firm, dated 02/11/94, job #14-025.
 3. See attached sheet for LEGAL DESCRIPTION.
 4. This is NOT a boundary survey.



Exhibit "B"

OR 1858 PG 0275

James "Thurman" Roddenberry

Professional Land Surveyor

Post Office Box 418

Sopchoppy, Florida 32358-0418

(904) 962-2538

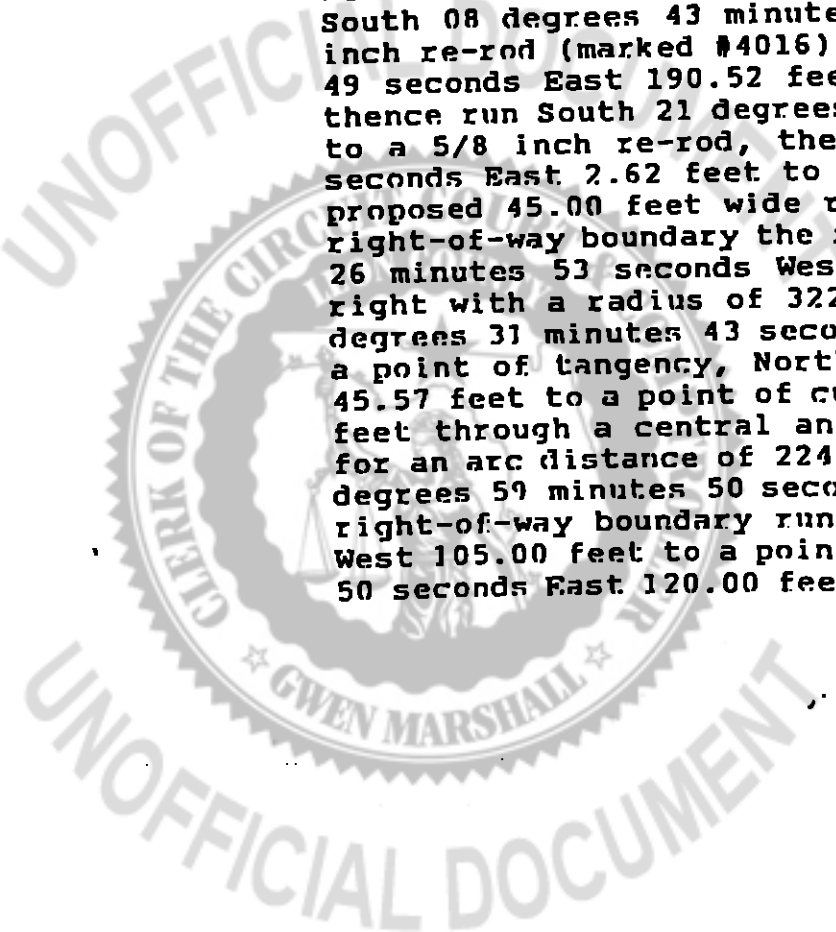
November 6, 1995

Legal Description of a Common Area (Open Space "A")
For
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 2.62 feet to the Westerly right-of-way boundary of a proposed 45.00 feet wide roadway, thence run Northerly along said right-of-way boundary the following five courses: North 37 degrees 26 minutes 53 seconds West 6.29 feet to a point of curve to the right with a radius of 322.50 feet, through a central angle of 15 degrees 31 minutes 43 seconds for an arc distance of 87.41 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 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, North 17 degrees 59 minutes 50 seconds East 59.61 feet, thence leaving said right-of-way boundary run North 72 degrees 00 minutes 10 seconds West 105.00 feet to a point, thence run North 79 degrees 59 minutes 50 seconds East 120.00 feet, thence run South 72 degrees 00 minutes

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Open Space "A":

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10 seconds East 105.00 feet to the Westerly right-of-way boundary of said 45 foot wide roadway, thence run North 17 degrees 59 minutes 50 seconds East along said right-of-way boundary 15.00 feet, thence leaving said right-of-way boundary run North 72 degrees 00 minutes 10 seconds West 109.30 feet to a point, thence run North 17 degrees 59 minutes 50 seconds East 200.00 feet to a point, thence run South 72 degrees 00 minutes 10 seconds East 105.00 feet to a point lying on a curve concave to the Westerly, thence run Northerly along said right-of-way and curve with a radius of 277.50 feet through a central angle of 17 degrees 14 minutes 12 seconds for an arc distance of 83.48 feet (chord being North 00 degrees 43 minutes 16 seconds West 83.17 feet) to a point, thence leaving said right-of-way boundary run South 74 degrees 42 minutes 33 seconds West 105.95 feet to a point, thence run North 15 degrees 17 minutes 27 seconds West 200.00 feet to a point, thence run North 74 degrees 42 minutes 33 seconds East 105.00 feet to a point lying on the Westerly right-of-way boundary of said 45.00 foot roadway, thence run Northerly along said right-of-way boundary the following 4 courses: North 16 degrees 07 minutes 03 seconds West 37.09 feet to a point of curve to the left 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, North 26 degrees 15 minutes 51 seconds West 179.75 feet to a point of curve to the right 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, North 09 degrees 09 minutes 17 seconds West 15.75 feet, thence leaving said right-of-way boundary run South 80 degrees 50 minutes 43 seconds East 105.00 feet to a point, thence run North 09 degrees 09 minutes 17 seconds West 160.00 feet to a point, thence run North 80 degrees 50 minutes 43 seconds East 105.00 feet to the Westerly right-of-way boundary of said 45.00 foot wide roadway said point also being a point of curve to the left, thence run Northwesterly and Westerly along said curve with a radius of 30.00 feet through a central angle of 93 degrees 51 minutes 57 seconds for an arc distance of 49.15 feet (chord being North 56 degrees 05 minutes 16 seconds West 43.83 feet) to a point of compound curve to the left said point also lying on the Southerly right-of-way boundary of a proposed 60.00 foot wide roadway, thence run Southwesterly 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 South 50 degrees 21 minutes 17 seconds West 197.18 feet) to a point of tangency, thence run South 23 degrees 44 minutes 10 seconds West along said right-of-way boundary 32.96



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OR 1858 PG 0277

Open Space "A":

feet, thence leaving said right-of-way boundary run South 66 degrees 20 minutes 39 seconds East 175.77 feet, thence run South 23 degrees 30 minutes 49 seconds West 9.93 feet to the POINT OF BEGINNING containing 2.52 acres, more or less.

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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94-236-A