

DR1350PC2225

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Robert C. Dean, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Tallahassee, County of Leon, State of Florida, which is more particularly described in Exhibit "A", attached hereto.

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

ARTICLE I
DEFINITIONS

- Section 1. "Association" shall mean and refer to Victory Gardens Phase II Homeowners Association, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

RECORDED IN THE PUBLIC
RECORDS OF THE COUNTY OF
LEON, FLORIDA ON FILE
NOV 30 12 24 PM '88
TALLAHASSEE FIELD
CLERK OF CIRCUIT COURT

914284

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto.

Section 5. "Lot" shall mean and refer to any or each of the 21 lots in the subdivision as shown on Exhibit "C" attached hereto. Also "Lot" shall mean and refer to each one-half (1/2) (approximate) lot once construction has commenced on said lot. It is the declarant's intention that each of the 21 lots will be subdivided into two parcels of the same approximate size. The maximum density permitted is 42 units. Once construction has commenced on a subdivided lot, said lot becomes two (2) lots and all provisions herein apply to each of the two (2) subdivided lots. Each lot will have one (1) vote and each will pay the total assessment outlined in Section 3. "Lot" shall not mean nor refer to any of the Common Area.

Section 6. "Declarant" shall mean and refer to Robert C. Dean, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to 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 60 days for any infraction of its 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 an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

Section 3. Houses and Boundaries Thereof. Each house built in Victory Gardens, Phase II shall consist of the following:

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(a) With regard to common walls (if any) the centerline of said walls shall be the boundary.

(b) Each house shall include a parcel of real property as described in the deed by which said land and house is conveyed by Declarant to third party purchasers.

(c) Bearing walls, columns and wiring and other utility installations serving more than one house (if any) shall be commonly owned by the houses being served thereby.

Section 4. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the roadways, common areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the common areas or easement or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

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Section 5. Easements. The following easements are hereby granted and imposed in favor of all of the owners of lots within Victory Gardens, Phase II (unless the applicability thereof is specifically otherwise limited herein), and shall be deemed to be covenants running with the land:

(a) Easements reflected on Exhibit "D" attached hereto, including easements for access, driveway, utilities, sanitary sewer and drainage.

(b) If any house or appendage thereto shall encroach upon any common area, easement area or other lot by reason of original construction by the Declarant, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(c) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area, common area or any lot within Victory Gardens, Phase II, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie in or upon homes or lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such lot or to have the utility companies enter upon the lots upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be

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necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(e) The health and general welfare of the residents of Victory Gardens, Phase II is enhanced by prompt and efficient collection of garbage of the residents. Accordingly, no homeowner will attempt to impede or interfere with the legitimate efforts of sanitation workers to come upon the lots in Victory Gardens, Phase II to pick up and transport the garbage placed by each homeowner in his garbage receptacle, and reciprocal easements are imposed upon each lot for the purpose of allowing such sanitation workers to walk across each lot or lots for the purpose of carrying out his task.

Section 6. Land Use and Building Type. No house shall be occupied or used except for residential purposes by the homeowners, their tenants or social guests, except that Declarant may use houses owned by it for model homesites and for display and sales offices.

Section 7. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property 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 section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

(c) 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 made 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.

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

(e) 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.

(f) Resolution of Disputes. In the event of any dispute arising concerning a party wall, or under the provisions of this Articles, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that Board shall be determinative of the matter and binding upon the parties.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on January 2, 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

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

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

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent 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 Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first

mortgage. 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 such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them which shall in any way

interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

Section 3. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other building shall be used on any property at any time as a residence either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction. The Association may maintain a storage and maintenance building in such areas as may be agreed upon.

Section 4. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant, its business successors or assigns to advertise the property or houses during the construction and sale.

Section 5. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition, and shall be kept out of the sight of neighbors and other residents in Victory Gardens, Phase II.

Section 6. Radio and Television Antennas. No homeowner may construct or use and operate an external radio or television antenna or satellite dish or similar device without the prior written consent of the Architectural Control Committee.

Section 7. Right to Lease. The homeowners shall have the absolute right to lease or rent their houses provided that the lease is made subject to the

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covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the By-Laws and any rules and regulations of the Association.

Section 8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property or any part of it.

Section 9. Regulations. Reasonable regulations concerning the use of the property (including common areas and easement areas and all other areas which the Association owns or maintains) may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request.

Section 10. Pets. Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

Section 11. Vehicles, Boats, Trailers, Recreation Vehicles, Etc. No boats, trailers, campers, motor-homes, camper trailers or recreation vehicles may be parked or stored upon any lot.

Section 12. Miscellaneous.

(a) No laundry, mattresses, bedding materials, etc., or clothing shall be hung on or over patio fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

(c) No chain link or metal fences are allowed. All fences must be wood and no fence may be erected closer than fifteen (15) feet from the front corner of any home. All fences must be approved by the Architectural Control Committee prior to installation.

ARTICLE VI

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the property, the Association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent effect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

Section 6. Development by Declarant No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

Section 7. Variances. Variances for minor deviations from this Declaration may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

Section 8. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

Section 9. Access to Lands Outside Victory Gardens II. Except for the Declarant, no owner of a lot in The Properties shall permit or otherwise authorize any portion of any lot owned by such owner to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas of property not included within the properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of Victory Gardens II, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any home owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant in its sole discretion determines necessary, appropriate or desirable.

Section 10. Other Properties Subject to this Declaration- Declarant expressly reserves the right to permit the owner of any adjacent property to Victory Gardens II to make such property subject to the covenants and restrictions set forth herein as those such lands were originally part of this declaration and owned by the Declarant, including without limitation the further right to permit the Owners of lots thereupon to become members of the Association.

Section 11. Entrance Way and Retention Area Maintenance The entrance to the property at Victory Garden Drive, Homeowners Aociation property around the bridge and retention areas within the property shall be maintained in good repair including without limitation signs, landscaping and plantings, filtering systems in the retention areas, fences, electrical systems and street or security lighting.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of November, 1988.

Robert C. Dean
Declarant

By: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this 30th day of November, 1988, by ROBERT C. DEAN.

My Commission Expires:
Paul F. Hartsfield, Clerk Circuit Court.

Lou Lane Wilson
NOTARY PUBLIC, State of Florida
Deputy Clerk



BOB INZER

UNOFFICIAL DOCUMENT

A parcel of land lying in the Southwest Quarter of Section 33, Township 1 North, Range 1 East, Leon County, Florida; and more particularly described as follows:

Commence at the southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida; and run North 00 degrees 02 minutes 22 seconds West 1,277.68 feet along the West boundary of said Section 33 to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said West boundary of Section 33 North 00 degrees 02 minutes 22 seconds West for a distance of 52.78 feet to a concrete monument; then North 00 degrees 18 minutes 58 seconds East 761.10 feet to a point on the Southerly boundary line of that property described in Official Records Book 949, Page 841, of the Public Records of Leon County, Florida; then continue along said Southerly boundary line as follows: leaving said West boundary of Section 33 and run South 89 degrees 41 minutes 02 seconds East 165.00 feet; then South 00 degrees 18 minutes 58 seconds West 260.00 feet; then South 89 degrees 41 minutes 02 seconds East 137.00 feet; then South 00 degrees 18 minutes 58 seconds West 230.50 feet; then South 89 degrees 41 minutes 02 seconds East 132.00 feet; then South 00 degrees 18 minutes 58 seconds West 175.00 feet; then run South 89 degrees 41 minutes 02 seconds East 144.60 feet; then leaving said Southerly boundary continue South 89 degrees 41 minutes 02 seconds East 126.29 feet to a point on the Westerly Right-of-Way of Victory Garden Drive; then run South 00 degrees 09 minutes 53 seconds West along said Westerly Right-of-Way 146.52 feet; then leaving said Right-of-Way run North 89 degrees 50 minutes 07 seconds West 704.95 feet to the POINT OF BEGINNING; containing 6.71 acres, more or less.

SUBJECT TO a 10.00 foot sanitary sewer easement as described in Official Records Book 524, Page 316.



EXHIBIT "A"

CURVE DATA DR1350PC2244

- | | |
|---|---|
| ① Δ = 40° 54' 52"
R = 32.00'
L = 22.89'
CB = N 07° 13' 51" W
C = 22.57' | ④ Δ = 45° 11' 23"
R = 30.00'
L = 26.23'
CB = S 34° 24' 39" W
C = 24.50' |
| ② Δ = 48° 11' 23"
R = 30.00'
L = 26.23'
CB = N 23° 46' 49" W
C = 24.50' | ⑤ Δ = 90° 00' 15"
R = 32.00'
L = 50.27'
CB = S 44° 41' 10" E
C = 45.26' |
| ③ Δ = 276° 02' 46"
R = 42.00'
L = 202.60'
CB = S 84° 41' 02" E
C = 50.00' | ⑥ Δ = 40° 54' 52"
R = 32.00'
L = 45.50'
CB = S 09° 13' 51" E
C = 47.53' |

SCALE: 1"=100'
BASE

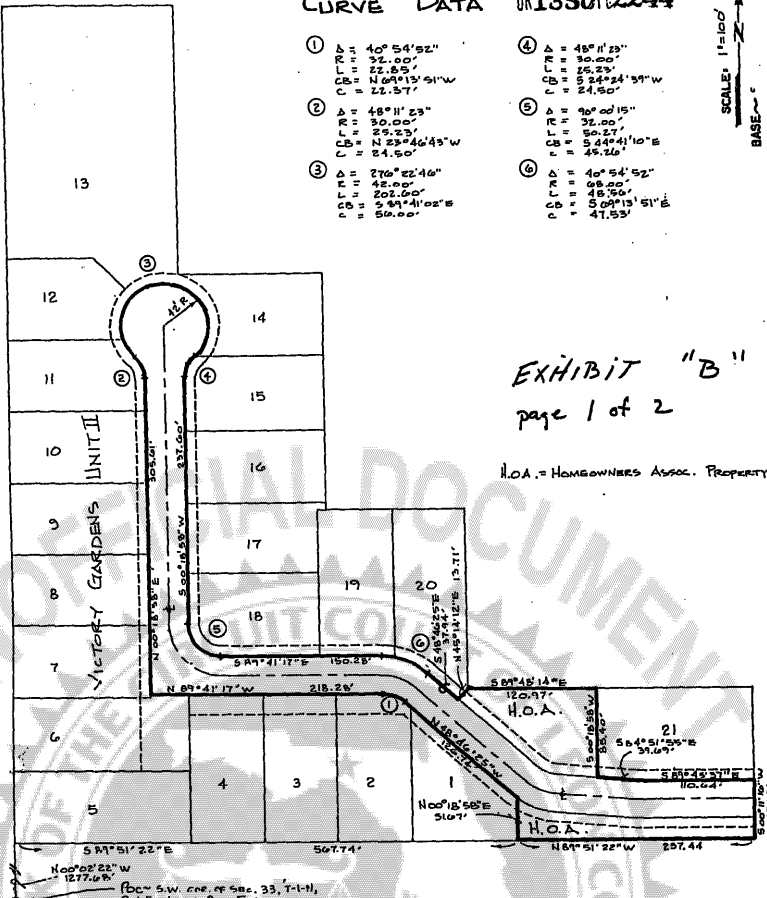


EXHIBIT "B"
page 1 of 2

H.O.A. = HOMEOWNERS ASSOC. PROPERTY

LEGEND

F.T.C.M.	= FOUND TERRA - COTTA MONUMENT
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION
F.C.M.	= FOUND CONCRETE MONUMENT
F.I.R.	= FOUND IRON ROD
F.I.P.	= FOUND IRON PIPE
S.I.R.	= SET IRON ROD W/CAP
F.R.R.	= FURNISHED REFERENCE MONUMENT
(DIST)	= DISTURBED
(P)	= PLAT DISTANCE AND/OR BEARING
(S)	= SURVEY DISTANCE AND/OR BEARING
(D)	= DEED DISTANCE AND/OR BEARING

SKETCH OF DESCRIPTION
SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

SHEET 1 OF 2

TALLAHASSEE, FLORIDA 32301

GARY ALLEN
Registered Land Surveyor, Inc.
4101 APALACHEE PARKWAY

PHONE 877-0541

DESCRIPTION: **SKETCH OF DESCRIPTION**
NOT A BOUNDARY SURVEY.

SEC 33 TWP 1-N RING 1-E RECORDED _____ BOOK _____ PAGE _____

DATE OF PLAT 10/19/88

DATE OF SURVEY _____

F.B. _____ PAGE _____

SCALE 1"=100'

JOB NO. 88-192

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

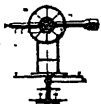
Gary J. Allen
REGISTERED LAND SURVEYOR

STATE OF FLORIDA
LAND SURVEYORS
CERTIFICATE
I DO NOT VALID
UNLESS EMBOSSED
WITH SEAL

RECERTIFIED _____

FILE NO. _____

GARY O ALLEN
REGISTERED LAND SURVEYOR FLA. WLS NO. 4018



GARY ALLEN, P.L.S., President
MARK HENDERSON, P.L.S.

GARY GEE ALLEN
REGISTERED LAND SURVEYOR, INC.

OR1350PC2245

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32301

PHONE: 877-0541

LEGAL DESCRIPTION - HOME OWNERS ASSOCIATION

Commence at the Southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida, and run North 00 degrees 02 minutes 22 seconds West 1277.68 feet, thence South 89 degrees 51 minutes 22 seconds East 567.74 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 18 minutes 58 seconds East 51.67 feet, thence North 48 degrees 46 minutes 25 seconds West 126.74 feet to a point of curve to the left, thence run along said curve having a radius of 32.00 feet, through a central angle of 40 degrees 54 minutes 52 seconds, for an arc distance of 22.85 feet, thence North 89 degrees 41 minutes 17 seconds West 218.28 feet, thence North 00 degrees 18 minutes 58 seconds East 305.61 feet to a point of curve to the left, thence run along said curve having a radius of 30.00 feet, through a central angle of 48 degrees 11 minutes 23 seconds, for an arc distance of 25.23 feet to a point located on a cul-de-sac, the center of said cul-de-sac being located North 42 degrees 07 minutes 35 seconds East 42.00 feet, thence run Northwesterly, Northeasterly, Southeasterly and Southwesterly along said cul-de-sac having a radius of 42.00 feet, through a central angle of 276 degrees 22 minutes 46 seconds, for an arc distance of 202.60 feet (chord bears South 89 degrees 41 minutes 02 seconds East 56.00 feet to a point of curve concave to the Southeast, thence run Southerly along said curve having a radius of 30.00 feet, through a central angle of 48 degrees 11 minutes 23 seconds, for an arc distance of 25.23 feet, thence South 00 degrees 18 minutes 58 seconds West 237.60 feet to a point of curve to the left, thence along said curve having a radius of 32.00 feet, through a central angle of 90 degrees 00 minutes 15 seconds, for an arc distance of 50.27 feet, thence South 89 degrees 41 minutes 17 seconds East 150.28 feet to a point of curve to the right, thence run along said curve having a radius of 68.00 feet, through a central angle of 40 degrees 54 minutes 52 seconds, for an arc distance of 48.56 feet, thence South 48 degrees 46 minutes 25 seconds East 37.94 feet, thence North 45 degrees 14 minutes 12 seconds East 13.71 feet, thence South 89 degrees 48 minutes 14 seconds East 120.97 feet, thence South 00 degrees 18 minutes 58 seconds West 85.40 feet, thence South 84 degrees 51 minutes 55 seconds East 39.69 feet, thence South 89 degrees 45 minutes 37 seconds East 110.64 feet to the Westerly right of way boundary of Victory Garden Drive, thence South 00 degrees 11 minutes 16 seconds West along said right of way 57.68 feet, thence leaving said right of way run North 89 degrees 51 minutes 22 seconds West 237.44 feet to the POINT OF BEGINNING.

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

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

SHEET 2 OF 2
JOB No. 88-192H
Disk No. 54

Gary G. Allen
Gary G. Allen, P.L.S. Date
Fla. Reg. Land Surveyor
Cert. No. 4016

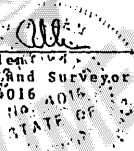
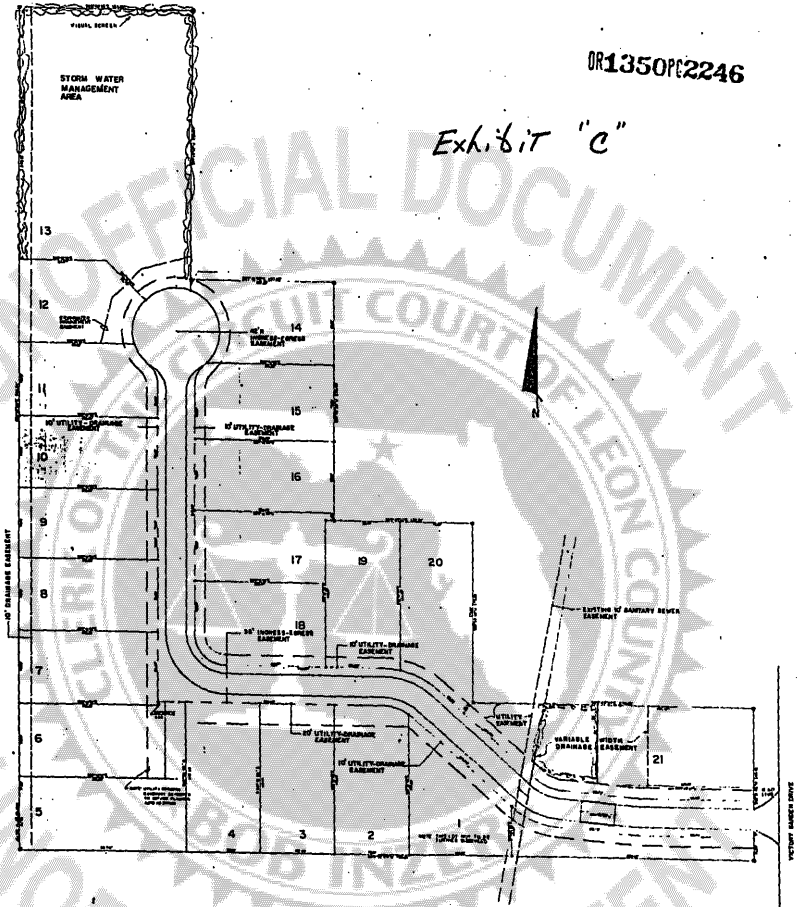


Exhibit "B"
Page 2 of 2

DR1350PC2246

Exhibit "C"



DP1350P2247

CURVE DATA

- | | | | | | |
|---|-------------------|--|---|-------------------|--|
| ① | L
R
CB
C | Δ = 36°05'30"
78.00'
49.13'
N60°49'10"W
48.33' | ④ | L
R
CB
C | Δ = 48°11'23"
20.00'
16.82'
S24°24'39"E
16.33' |
| ② | L
R
CB
C | Δ = 48°11'23"
20.00'
16.82'
N23°46'43"W
16.33' | ⑤ | L
R
CB
C | Δ = 70°00'15"
22.00'
34.56'
S44°41'09"E
31.11' |
| ③ | L
R
CB
C | Δ = 270°22'46"
52.00'
250.83'
S89°41'02"E
69.33' | ⑥ | L
R
CB
C | Δ = 40°54'52"
78.00'
55.70'
S69°13'51"E
54.92' |
| | | | ⑦ | L
R
CB
C | Δ = 36°05'30"
28.00'
13.86'
S66°49'10"E
13.63' |

SCALE: 1"=100'
BASE

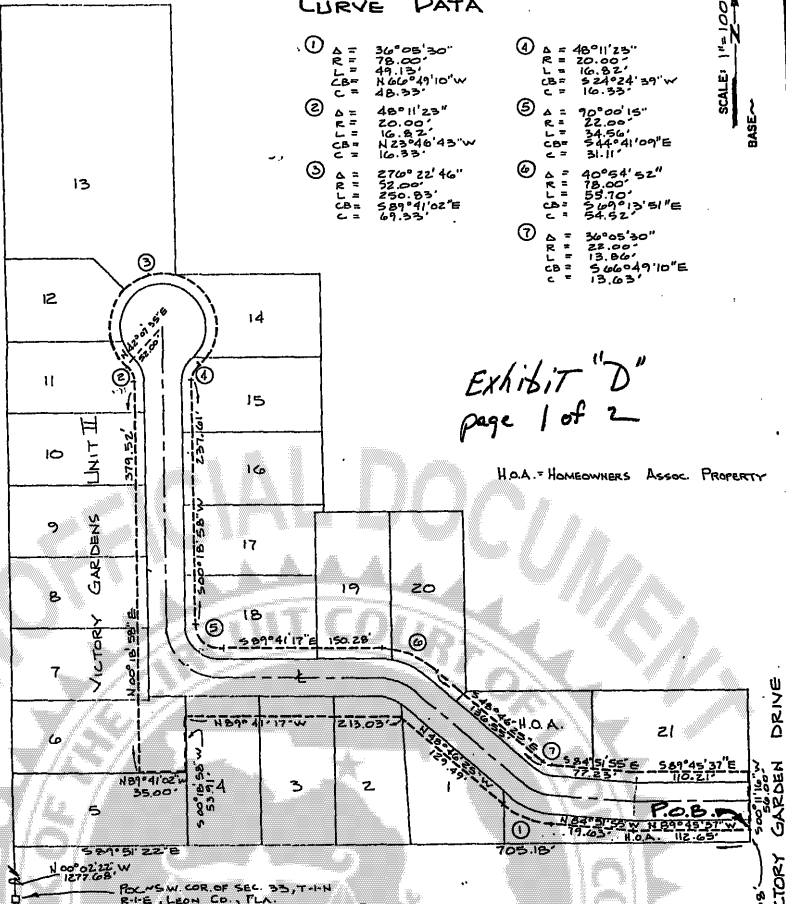


Exhibit "D"
page 1 of 2

H.O.A. = HOMEOWNERS Assoc. PROPERTY

SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

THIS PROPERTY LIES IN ZONE _____
DETERMINED BY THE FLOOD INSURANCE RATE MAP
FOR LEON COUNTY, FLORIDA, PANEL NO. _____

LEGEND

- FOUND TERRA - COSTA MONUMENT
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
- F.C.N. - FOUND CONCRETE MONUMENT
- F.I.R. - FOUND IRON ROD
- F.I.P. - FOUND IRON PIPE
- S.I.R. - SET IRON ROD W/CAP
- P.R.N. (DIST) - PERMANENT REFERENCE MONUMENT
- D - DISTURBED
- T - PLAT DISTANCE AND/OR BEARING
- (S) - SURVEY DISTANCE AND/OR BEARING
- (D) - DEED DISTANCE AND/OR BEARING

SHEET 1 OF 2

TALLAHASSEE, FLORIDA 32301

GARY ALLEN
Registered Land Surveyor, Inc.
4101 APALACHEE PARKWAY

PHONE: 877-0541

DESCRIPTION: **SKETCH OF DESCRIPTION**
NOT A BOUNDARY SURVEY

SEC 33 TWP 1-N RANG 1-E RECORDED _____ BOOK _____ PAGE _____

DATE OF PLAT 11/29/88

DATE OF SURVEY _____

F.B. _____ PAGE _____

SCALE 1"=100'

JOB NO. 88-192

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

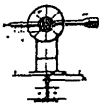
Gary Allen

REGISTERED LAND SURVEYOR FLA. H.S. NO. 4018



RECERTIFIED _____

FILE NO. _____



GARY ALLEN, P.L.S., President
MARK HENDERSON, P.L.S.

GARY GEE ALLEN
REGISTERED LAND SURVEYOR, INC.

DR135012248

4101 APALACHEE PARKWAY

TALLAHASSEE, FLORIDA 32301

PHONE: 877-0541

LEGAL DESCRIPTION

An Easement for roadway and utilities being more particularly described as follows:

Commence at the Southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida, and run North 00 degrees 02 minutes 22 seconds West 1277.68 feet, thence South 89 degrees 51 minutes 22 seconds East 705.18 feet to a point on the Westerly right of way boundary of Victory Garden Drive, thence run North 00 degrees 11 minutes 16 seconds East along said right of way 11.68 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 45 minutes 37 seconds West 112.65 feet, thence North 84 degrees 51 minutes 55 seconds West 79.63 feet to a point of curve to the right, thence run Northwesterly along said curve having a radius of 78.00 feet, through a central angle of 36 degrees 05 minutes 30 seconds, for an arc length of 49.13 feet, thence North 48 degrees 46 minutes 25 seconds West 129.49 feet, thence North 89 degrees 41 minutes 17 seconds West 213.03 feet, thence South 00 degrees 18 minutes 58 seconds West 53.91 feet, thence North 89 degrees 41 minutes 02 seconds West 35.00 feet, thence North 00 degrees 18 minutes 58 seconds East 379.52 feet to a point of curve to the left, thence run Northwesterly along said curve having a radius of 20.00 feet, through a central angle of 48 degrees 11 minutes 23 seconds, for an arc length of 16.82 feet to a point of reverse curve, said point being on a cul-de-sac, the center of said cul-de-sac being located North 42 degrees 07 minutes 35 seconds East 52.00 feet, thence run Northwesterly, Northeasterly, Southeasterly and Southwesterly along said curve of cul-de-sac, having a radius of 52.00 feet, through a central angle of 276 degrees 22 minutes 46 seconds, for an arc length of 250.83 feet to a point of reverse curve, thence run Southerly along said curve having a radius of 20.00 feet, through a central angle of 48 degrees 11 minutes 23 seconds, for an arc length of 16.82 feet, thence South 00 degrees 18 minutes 58 seconds West 237.61 feet to a point of curve to the left, thence run Southeasterly along said curve having a radius of 22.00 feet, through a central angle of 90 degrees 00 minutes 15 seconds, for an arc length of 34.56 feet, thence South 89 degrees 41 minutes 17 seconds East 150.28 feet to a point of curve to the right, thence run Southeasterly along said curve having a radius of 78.00 feet, through a central angle of 40 degrees 54 minutes 52 seconds, for an arc length of 55.70 feet, thence run South 48 degrees 46 minutes 25 seconds East 136.55 feet to a point of curve to the left, thence run Southeasterly along said curve having a radius of 22.00 feet, through a central angle of 36 degrees 05 minutes 30 seconds, for an arc length of 13.86 feet, thence South 84 degrees 51 minutes 55 seconds East 77.23 feet, thence South 89 degrees 45 minutes 37 seconds East 110.21 feet to a point on the Westerly right of way boundary of Victory Garden Drive, thence run South 00 degrees 11 minutes 16 seconds West along said right of way 56.00 feet to the POINT OF BEGINNING.

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

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

Exhibit "D"
page 2 of 2

8/29/88 REUSED 11-29-88
Date
Gary G. Allen
Fla. Reg. Land Surveyor
Cert. No. 4016