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CORRECTIVE RESTRICTIVE COVENANTS

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THOMAS E. WARTSFIELD
CLERK OF CIRCUIT COURT

...ation of Restrictive Covenants, made and published this 30th day of June, 1987, by Deer Pointe of Tallahassee, Ltd., a Florida Limited Partnership, authorized to do business in the State of Florida, with its principal place of business being in Tallahassee, Leon County, Florida.

WITNESSETH:

WHEREAS, Deer Pointe of Tallahassee, Ltd., is the owner of a Subdivision known as Deer Pointe being a Subdivision of land lying and situate in Leon County, Florida, more fully described as:

Begin at the ~~Northwest~~ ^{Northwest} corner of Lot 1, Block "A" of the Antlers as recorded in Plat Book 9, page 62 in Leon County, Florida, said point also being on the South right-of-way of Azusa Road; thence ~~leaving~~ ^{leaving} said right-of-way run South along the ~~East~~ ^{East} boundary of The Antlers, a subdivision recorded in Plat Book 9, Page 62, for 1,345.00 feet; thence run North 77 degrees 32 minutes 39 seconds West 820.00 feet; thence run North 24 degrees 00 minutes 58 seconds East 100.00 feet; thence run North 660.00 feet; thence run North 12 degrees 39 minutes 14 seconds West 170.00 feet to point on the Southeast right-of-way of Walden Road; thence run along said right-of-way North 64 degrees 1 minute 44 seconds East 120.00 feet to a point of curve to the left having a radius of 873.86 feet through a central angle of 26 degrees 40 minutes 00 seconds for an arc length of 406.71 feet (chord bearing North 41 degrees 41 minutes 44 seconds East 403.05 feet); thence run North 37 degrees 21 minutes 44 seconds East 56.71 feet to a point of curve to the right; thence leaving said Walden Road right-of-way along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc length of 47.12 feet (chord bearing North 82 degrees 21 minutes 44 seconds East 42.43 feet), said curve being on the Southern right-of-way of Azusa Road; thence continue along said Southern right-of-way South 52 degrees 38 minutes 16 seconds East 46.46 feet to a point of curve to the left having a radius of 384.91 feet through a central angle of 37 degrees 21 minutes 44 seconds with an arc length of 251.00 feet (chord bearing South 71 degrees 19 minutes 08 seconds east 246.57 feet); thence run East 30.87 feet to the Point of Beginning, containing 21.51 acres, more or less.

WHEREAS, it is to the interest, benefit and advantage of Deer Pointe of Tallahassee, Ltd., and to each and every person who shall hereafter purchase any lot in said Subdivision that certain protective covenants governing and regulating the use and occupancy of same shall be established, set forth, and declared

THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION

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to be covenants running with the land;

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NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Deer Pointe of Tallahassee, Ltd., and each and every subsequent owner of any of the lots in said Subdivision, Deer Pointe of Tallahassee, Ltd., does hereby set-up, establish, promulgate, and declare the following restrictions to apply to all the lots and all the persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and run with the land and be binding upon all persons derailing title through Deer Pointe of Tallahassee, Ltd., during the lifetime of these restrictions.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. An approved utility shed may be placed on a residential lot.

2. ARCHITECTURAL CONTROL: No building or utility shed shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure(s), and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot until same has been approved by the Architectural Control Committee. Approval shall be as provided in item No. 18 below.

3. DWELLING SIZE: No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall contain 1200 square feet for a one-story dwelling and at least 900 square feet on the ground floor, exclusive of porches and garages, for dwellings of more than one-story.

4. BUILDING LOCATION: No dwelling shall be erected on any lot nearer than 30 feet to any street, 5 feet to an interior lot

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line or 25 feet of the rear lot line. Any dwelling must be at least 15 feet from an existing adjacent house. For the purpose of this covenant, eaves, porches and steps shall not be considered as part of a dwelling provided, however, this shall not be construed to permit any portion of a dwelling to encroach upon another lot.

5. GARAGE, CARPORT, DRIVEWAYS: No driveway shall be located within 10 feet of an interior lot line, except that a backup, turn around pad may be located as near as 1 foot to a property line. Each dwelling shall have a functional two-car carport or one-car garage. The carport or garage shall be screened on the sides which are visible from the street which runs in front of the property in such a manner that objects located within the carport or garage shall be obscured from view from the outside. All driveways shall be constructed of concrete or "hotmix asphalt" or other substance as may be approved by the Architectural Control Committee.

6. WAIVER: The Architectural Control Committee shall have the power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.

7. RESUBDIVISION OF EXISTING LOT: No lot shall be resubdivided without first receiving the permission to do so from the Architectural Control Committee.

8. UTILITY CONNECTIONS: All connections for utilities to dwellings, or other approved structures on lots, including but not limited to water, sewage, electricity, gas, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing authority.

9. TELEVISION/RADIO ANTENNAS AND SATELLITE RECEIVING STATIONS: No lot owner shall construct, erect, or maintain any external radio or television antenna, satellite receiving station or dish, or any similar apparatus on any lot unless first

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approved by the Architectural Control Committee. In no event shall television or radio antenna be erected at a height in excess of 75 feet, nor shall satellite receiving stations be placed in any front yards.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

11. TEMPORARY STRUCTURES: No structure of a temporary character, no shed, shack, tent, trailer, barn, or other outbuilding shall be erected, constructed, permitted or maintained on any lot at any time; provided, however, this covenant shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any approved structure, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided for workmen during such construction.

12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign not to exceed 6 square feet to advertise the property for sale or lease.

13. LIVESTOCK AND POULTRY: 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 bred, kept or maintained for any commercial purposes.

14. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or

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waste. All garbage cans or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be stored in a place not visible from the street when not placed for pick-up.

16. WELLS, PUMPS, TANKS: All wells, pumps and tanks shall be fully enclosed and obscured from view by a permanent structure.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points 25 feet from the intersection of the street line or, in the case of a rounded property corner from the intersection of the street property lines extended, the same sight line limitations shall apply on any lot within 10 feet of the intersection of a street right of way line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. ARCHITECTURAL CONTROL COMMITTEE:

(a) Membership: The Architectural Control Committee initially shall be composed of 3 persons to be appointed by Deer Pointe of Tallahassee, Ltd.,. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the committee members nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after Deer Pointe of Tallahassee, Ltd., has sold the last lot remaining in this Subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written

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instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE: The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least 10 days prior to the commencement of any construction, such plans and specifications shall be submitted to the committee and shall consist of not less than the following:

- (1) Foundation plans
- (2) Floor plan of all floors
- (3) Section details
- (4) Elevation drawings of all exterior walls
- (5) Roof plan
- (6) Plot plan showing
 - (i) Location and orientation of all buildings.
 - (ii) Trees which are 9 inches or more in diameter at breast height.
 - (iii) Other structures and improvements.
 - (iv) All building restriction lines.
- (7) A description of materials to be used and samples of such materials if required by the committee.

No building, dock, wall, fence or other structure shall be placed, erected or altered on any lot until the construction plans and specifications and a plan showing a location of the structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external designs with existing structures, and location with respect to topography and finished grade elevation. The exterior

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structure materials used on dwellings must be specifically approved in writing by the Architectural Control Committee.

19. TERMS AND AMENDMENTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

During the first 25 years of the duration of these restrictive covenants, they may be amended by an instrument in writing executed by 75% of the then lot owners and recorded in the Public Records of Leon County, Florida. The Amendment may amend the restrictive covenants in whole or in part.

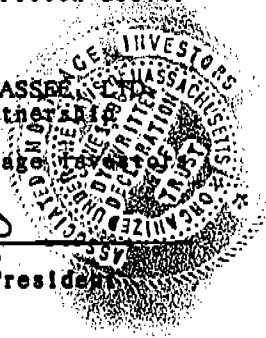
20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

21. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Deer Pointe of Tallahassee, Ltd., has caused these presents to be executed in its name and its corporate seal affixed the date and year first written above.

WITNESSES:
Betty A. Harrison
Mary R. Luce

DEER POINTE OF TALLAHASSEE, LTD.
A Florida Limited Partnership
By: Associated Mortgage
General Partner
By: James R. Guerino
James R. Guerino
Executive Vice President



STATE OF FLORIDA
COUNTY OF LEON

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BEFORE ME, the undersigned authority, personally appeared James R. Guerino, as Executive Vice President of Associated Mortgage Investors, General Partner of Deer Pointe of Tallahassee, Ltd., known to me to be the person in and who executed the foregoing instrument and who acknowledged before me that he executed the same.

WITNESS my hand and seal in the County and State of Florida aforesaid this 30th day of June, 1987.

Becky A. ...
NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida

My Commission Expires Oct. 14, 1990

Bonded Three Thousand Dollars

PREPARED BY:
James R. Guerino, Esq.
535 John Knox Road
Tallahassee, FL 32303

RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants, made and published this 30th day of June, 1987, by Deer Pointe of Tallahassee, Ltd., a Florida Limited Partnership, authorized to do business in the State of Florida, with its principal place of business being in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

WHEREAS, Deer Pointe of Tallahassee, Ltd., is the owner of a Subdivision known as Deer Pointe being a Subdivision of land lying and situate in Leon County, Florida, more fully described as:

Begin at the Northeast corner of Lot 1, Block "A" of the Antlers as recorded in Plat Book 9, page 62 in Leon County, Florida, said point also being on the South right-of-way of Azusa Road; thence leaving said right-of-way run South along the East boundary of The Antlers, a subdivision recorded in Plat Book 9, Page 62, for 1,345.00 feet; thence run North 77 degrees 32 minutes 39 seconds West 820.00 feet; thence run North 24 degrees 00 minutes 58 seconds East 100.00 feet; thence run North 660.00 feet; thence run North 12 degrees 39 minutes 14 seconds West 170.00 feet to point on the Southeast right-of-way of Walden Road; thence run along said right-of-way North 64 degrees minute 44 seconds East 120.00 feet to a point of curve to the left having a radius of 873.86 feet through central angle of 26 degrees 40 minutes 00 seconds for an arc length of 406.71 feet (chord bearing North degrees 41 minutes 44 seconds East 403.05 feet); thence run North 37 degrees 21 minutes 44 seconds East 56.11 feet to a point of curve to the right; thence leaving said Walden Road right-of-way along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc length of 47.12 feet (chord bearing North 82 degrees 21 minutes 44 seconds East 42.43 feet), said curve being on the Southern right-of-way of Azusa Road; thence continue along said Southern right-of-way South 52 degrees 38 minutes 16 seconds East 46.46 feet to a point of curve to the left having a radius of 384.91 feet through a central angle of 37 degrees 21 minutes 44 seconds with an arc length of 251.00 feet (chord bearing South 71 degrees 19 minutes 08 seconds east 246.57 feet); thence run East 30.87 feet to the Point of Beginning, containing 21.51 acres, more or less.

WHEREAS, it is to the interest, benefit and advantage of Deer Pointe of Tallahassee, Ltd., and to each and every person who shall hereafter purchase any lot in said Subdivision that certain protective covenants governing and regulating the use and occupancy of same shall be established, set forth, and declared

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to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Deer Pointe of Tallahassee, Ltd., and each and every subsequent owner of any of the lots in said Subdivision, Deer Pointe of Tallahassee, Ltd., does hereby set-up, establish, promulgate, and declare the following restrictions to apply to all the lots and all the persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and run with the land and be binding upon all persons derailing title through Deer Pointe of Tallahassee, Ltd., during the lifetime of these restrictions.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. An approved utility shed may be placed on a residential lot.

2. ARCHITECTURAL CONTROL: No building or utility shed shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure(s), and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot until same has been approved by the Architectural Control Committee. Approval shall be as provided in item No. 18 below.

3. DWELLING SIZE: No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall contain 1200 square feet for a one-story dwelling and at least 900 square feet on the ground floor, exclusive of porches and garages, for dwellings of more than one-story.

4. BUILDING LOCATION: No dwelling shall be erected on any lot nearer than 30 feet to any street, 5 feet to an interior lot

line or 25 feet of the rear lot line. Any dwelling must be at least 15 feet from an existing adjacent house. For the purpose of this covenant, eaves, porches and steps shall not be considered as part of a dwelling provided, however, this shall not be construed to permit any portion of a dwelling to encroach upon another lot.

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12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign not to exceed 6 square feet to advertise the property for sale or lease.

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14. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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Restrictive Covenants
Deer Pointe of Tallahassee, Ltd.
Page 6

instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE: The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least 10 days prior to the commencement of any construction, such plans and specifications shall be submitted to the committee and shall consist of not less than the following:

- (1) Foundation plans
- (2) Floor plan of all floors
- (3) Section details
- (4) Elevation drawings of all exterior walls
- (5) Roof plan
- (6) Plot plan showing
 - (i) Location and orientation of all buildings.
 - (ii) Trees which are 9 inches or more in diameter at breast height.
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Restrictive Covenants
Deer Pointe of Tallahassee, Ltd.
Page 7

structure materials used on dwellings must be specifically approved in writing by the Architectural Control Committee.

19. TERMS AND AMENDMENTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

During the first 25 years of the duration of these restrictive covenants, they may be amended by an instrument in writing executed by 75% of the then lot owners and recorded in the Public Records of Leon County, Florida. The Amendment may amend the restrictive covenants in whole or in part.

20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

21. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

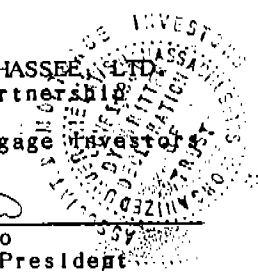
IN WITNESS WHEREOF, the said Deer Pointe of Tallahassee, Ltd., has caused these presents to be executed in its name and its corporate seal affixed the date and year first written above.

WITNESSES:

[Signature]
[Signature]

DEER POINTE OF TALLAHASSEE, LTD.
A Florida Limited Partnership

By: [Signature]
Associated Mortgage Investors
General Partner
By: [Signature]
James R. Guerino
Executive Vice President



Restrictive Covenants
Deer Pointe of Tallahassee, Ltd.
Page 8

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STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared James R. Guerino, as Executive Vice President of Associated Mortgage Investors, General Partner of Deer Pointe of Tallahassee, Ltd., known to me to be the person in and who executed the foregoing instrument and who acknowledged before me that he executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 30th day of June, 1987.

Deek R. ...
NOTARY PUBLIC
My Commission Expires:

Notary for the State of Florida
My Commission Expires Oct. 14, 1990
Banc of the State of Florida Insurance Inc.

PREPARED BY:
James R. Guerino, Esq.
535 John Knox Road
Tallahassee, FL 32303