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**TURNIP PATCH**  
A Subdivision in Leon County, Florida

**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 this 23<sup>rd</sup> day of May, 2001, by **CAPE TALQUIN PARTNERSHIP, a Florida General Partnership**, hereinafter referred to as Developer.

**WITNESSETH:**

**WHEREAS**, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community.

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in said residential community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Developer shall incorporate under the laws of the State of Florida, as a non-profit corporation, Turnip Patch Homeowners Association, Inc., for the purposes of exercising the functions aforesaid;

**NOW THEREFORE**, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**  
**DEFINITIONS**

Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Association" shall mean and refer to Turnip Patch Homeowners Association, Inc.,
- b) "Board" shall mean and refer to the Board of Directors of the Turnip Patch Homeowners Association, Inc.
- c) "Common Properties" shall mean and refer to those portions of the Properties not

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included in the Lots, including but not limited to, roads. "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the Properties.

d) "Developer" shall mean Cape Talquin Partnership, a Florida General Partnership or it's assigns or successors in interest.

e) "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.

f) "Unoccupied Lot" shall mean vacant lot with no house on it or on which a model unit that has never been sold is located.

g) "Occupied Lot" shall mean any lot with a house on it that has ever been occupied by purchaser or renter even though it may be vacant now because it is held for resale.

h) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any 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.

i) "The Properties" shall mean and refer to all existing properties, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

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 in Exhibit "A" attached hereto.

## ARTICLE III

### ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

**Section 1. Enforcement.** Enforcement of these Covenants and Restrictions shall be any owner or the Association through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restrictions, either to restrain violation, force compliance, or to recover damages, and against the

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land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Owner or Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

**Section 2. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by Covenants or record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as a member. It is the intent of the Developer that the Association will be formed in advance of any sale of lots in this subdivision.

**Section 3. Voting Rights.** The Association shall have one class of voting membership:

The members shall be all those owners as defined in Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Section 2. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Until such time as all of the lots available to be developed and sold in Turnip Patch are sold and not owned by the Developer, the Board of Directors of Turnip Patch Homeowners Association, Inc. shall consist of three members, two of which shall be chosen by the Developer and one chosen by the owners, other than the Developer. The Developer may place himself or any other representative he chooses on the Board during this period. The purpose of requiring Developer to have control of Turnip Patch until all of the lots are sold is to insure that Turnip Patch is continually developed consistent with these Covenants and Restrictions.

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**ARTICLE IV**

**PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. Member's Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title of every lot.

**Section 2. Title to Common Properties.** The Developer shall upon dedication of the plat of Turnip Patch to Leon County, Florida, also dedicate all roads and any other easements deemed necessary to the perpetual use of the public.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessment.** The owner of any lot including the Developer by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

**Section 2. Purposes 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.

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**Section 3. Amount of Annual Assessments.** The annual assessment, payable each year in advance, shall be \$75.00 per year per lot. From and after January 1, 2002, the annual assessment may be increased by majority vote of the Members as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year. The annual assessment for an unoccupied lot shall be no more than the assessment of an occupied lot.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser or higher amount.

**Section 4. Date of Commencement of Annual Assessments, Promotions and Due Dates.** The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, this date will be May 23, 2001. The first annual assessment shall be made for the balance of the assessment year and shall become due and payable at closing. The assessment for any year, after the first year, shall become due and payable on January 1st of each year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same adjustment in the amount of the assessment at a time other than the beginning of an assessment period shall also apply.

**Section 5. Special Assessments for Capital Improvements.**  
In addition to the annual assessments authorized by Section 4 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 Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds of the votes of the 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 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

**Section 6. Duties of the Board of Directors.** Subject to the provisions of Article III, Section 3, the Board of Directors of the Association shall be elected by a majority vote of the

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members according to the articles or by-laws of the Association, shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section 4 hereof, for each assessment period at least 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 Board of Directors shall be the governing body of Turnip Patch Homeowners Association and the Board shall have total and final authority to enforce these Covenants and Restrictions, approve any and all structures to be placed upon any lot as permitted by the Covenants and Restrictions, to act as an Architectural Control Committee if such a committee should be deemed necessary, and to perform any other function expressly provided for in the Covenants and Restrictions or which may become necessary to fulfill the intent of these Covenants and Restrictions.

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 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due, then such assessments 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, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title.

If the monthly assessment payment is not paid within 30 days after delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowable under the laws of the State of Florida, 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 judgment is obtained, such judgment shall include interest on the assessment as above provided and actual

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attorney's fees incurred by the Association shall be included in the judgment fixed by the Court together with the costs of the action. The Association shall be entitled and authorized to seek the assistance of an attorney at any time after any assessment is delinquent from any owner and actual attorney's fees and costs shall constitute a part of the continuing lien created by the delinquency regardless of whether or not suit is filed.

**Section 8. 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 placed upon the subject to assessment prior to the 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 prior first mortgage as if said lien were a second mortgage.

**Section 9. Property Exempt from Assessments, Charges and Liens.** 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; (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; (d) all properties owned by the Developer.

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

**Section 10. Property Exempt from Covenants and Restrictions.** No lot shall be exempt from the Covenants and Restrictions.

**Section 11. Modifications of These Covenants and Restrictions.** These Covenants and Restrictions may be modified only by a two-thirds vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

**Section 1.** An Architectural Control Committee (ACC) shall be formed of five members, two of which will be appointed by the Developer, one of which will be an officer of the Turnip Patch Homeowners Association, Inc., and two from the general membership of the Association.

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Section 2. Appointments to the ACC will run for a term of one year.

Section 3. All requests for review by the ACC will be answered within 30 days.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Leasing or subleasing of a home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Restrictive Covenants.

Section 2. All buyers or purchasers of lots, shall be required to enter into a water well agreement in the event of availability of a shared well, or install properly permitted individual wells prior to occupancy. All buyers or purchasers of lots shall be required to pay any deposits by a municipal or private utility company prior to occupation of any home; and also to pay promptly all monthly charges for service.

Section 3. Pet owners shall be liable for and shall defend, indemnify and hold Declarant and the Association harmless for all personal injury or property damage caused by pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

Section 4. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot owners to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector. No dumping of trash, garbage, gasoline, oil or other waste in the unoccupied lots or common areas shall be permitted. In any event, all solid waste must be provided for in accordance with Leon County ordinances.

Section 5. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary designs of a reasonable size may be erected for sale of a lot or lots.

Section 6. The owner of each lot shall be responsible for landscaping, keeping the exterior of the home clean and in good repair and the lawn mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. Each lot must meet the following minimum landscape requirements: (1) within 60 days of occupancy sod perimeter of front yard and sprig or seed balance of cleared lot. The owner is responsible for watering,



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trimming, edging, and clipping the lawn.

**Section 7.** Where lots border on or contain ditches, and swales, the owner of each lot shall keep the area, including the slopes, down to the ditches mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner.

**Section 8.** No major mechanical or repair work shall be performed on any motor vehicle within the subdivision and no motor vehicle shall be stored nor remain inoperative for more than a 30 day period of time within the subdivision without prior approval of the Board of Directors of the Association.

**Section 9.** Playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located on the rear side of the home, and not on the street side.

**Section 11.** All cars shall be parked in an orderly and neat fashion, and in a driveway or carport.

**Section 12.** These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all person claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of twenty (20) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of thirty (30) years unless an instrument signed by two-thirds of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

**Section 13.** Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

**Section 14.** The owner/developer hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner/developer shall have the unrestricted right and power of alienation of and the unrestricted

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right and power to release such easements.

Section 15. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 16. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent dwellings.



Section 17. All items stored outside homes are to be placed in an authorized utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the home or on the lot.

Section 18. Motorcycles and minibikes shall be operated only for transportation to and from the subdivision and in a manner that does not disturb residents.

Section 19. Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests.

Section 20. Turnip Patch Homeowners Association by execution hereof agrees to be bound by the terms and provisions of these restrictions and covenants.

**WITNESSES:**

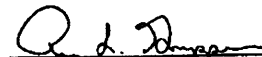
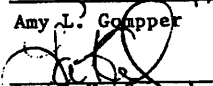
  
\_\_\_\_\_  
Amy L. Goppert  
  
\_\_\_\_\_  
Laura K. Conrad

**DEVELOPER**


**Cape Talquin Partnership, a Florida  
General Partnership**

By   
\_\_\_\_\_  
Charles Harvey  
General Partner

**WITNESSES:**

  
\_\_\_\_\_  
Amy L. Goppert  
  
\_\_\_\_\_  
Laura K. Conrad

**Turnip Patch Homeowners  
Association, Inc., a Florida  
Corporation**

By   
\_\_\_\_\_  
Charles Harvey  
President

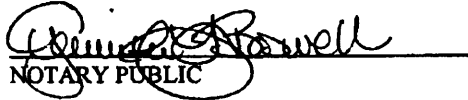
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STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME personally appeared, **Charles Harvey**, who is  personally known to me, or who has  presented drivers license as identification, who executed the foregoing instrument before me, and who acknowledged full authority to execute this document on behalf of **Cape Talquin Partnership, a Florida General Partnership, as its General Partner.**

WITNESS my hand and official seal in the county and state last aforesaid this 23rd day of May, 2001.

  
NOTARY PUBLIC

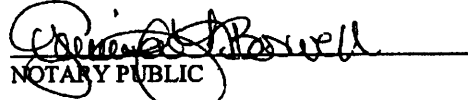


Jennifer L. Boswell  
MY COMMISSION # D0004249 EXPIRES  
June 24, 2005  
BONDED THROUGH TRICITY FARM INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME personally appeared, **Charles Harvey**, who is  personally known to me, or who has  presented drivers license as identification, who executed the foregoing instrument before me, and who acknowledged full authority to execute this document on behalf of **Turnip Patch Homeowners Association, Inc., a Florida Corporation, as its President.**

WITNESS my hand and official seal in the county and state last aforesaid this 23rd day of May, 2001.

  
NOTARY PUBLIC



Jennifer L. Boswell  
MY COMMISSION # D0004249 EXPIRES  
June 24, 2005  
BONDED THROUGH TRICITY FARM INSURANCE, INC.

This document was prepared by:  
**Charles Harvey**  
Cape Talquin Partnership  
Post Office Box 785  
Tallahassee, Florida 32302

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Legal Description of 1.23 Acre Tract (Tract 1)  
Certified To: Russell Bovis

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 61Q17-6, Florida Administrative Code).

Commence at a concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as monumented 1234.60 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 1111.35 to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 25 seconds West 224.42 feet to a re-rod (marked #3328) lying on the Northernly right-of-way boundary of SR 20 (Blountstown Hwy), thence run North 89 degrees 01 minutes 17 seconds West along said right-of-way boundary 242.46 feet to a concrete monument, thence leaving said right-of-way boundary run North 00 degrees 09 minutes 11 seconds East 222.27 feet to a re-rod (marked #4261), thence run North 89 degrees 59 minutes 58 seconds East 243.38 feet to the POINT OF BEGINNING containing 1.23 acres, more or less.

Subject to a 60 foot access and utility easement over and across the Easterly 30 foot thereof.

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

98-117-J

EXHIBIT 'A'

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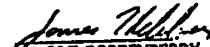
Legal Description of 1.24 Acre Tract (Tract 2)  
Certified To: Russell Bevis

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 concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as monumented 1236.60 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 839.68 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261), thence run South 89 degrees 59 minutes 58 seconds West 243.38 feet to a re-rod (marked #4261), thence run North 00 degrees 09 minutes 11 seconds East 222.27 feet to a re-rod (marked #4261), thence run North 89 degrees 59 minutes 58 seconds East 244.30 feet to the POINT OF BEGINNING containing 1.24 acres, more or less.

Subject to a 60 foot wide access easement over and across the Easterly 60 foot thereof.

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

98-117-2

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Legal Description of 1.24 Acre Tract (Tract J)  
Certified To: Russell Davis

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 concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as measured 1236.60 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 666.81 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261), thence run South 89 degrees 59 minutes 58 seconds West 244.30 feet to a re-rod (marked #4261), thence run North 00 degrees 09 minutes 11 seconds East 222.27 feet to a re-rod (marked #4261), thence run North 89 degrees 59 minutes 58 seconds East 245.22 feet to the POINT OF BEGINNING containing 1.24 acres, more or less.

Subject to a 60 foot wide access easement over and across the Easterly 60 foot thereof.

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

98-117-3

April 7, 1998

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DEC 21 1998 04:32 PM  
TALLAHASSEE, FLORIDA

BK: R2202 PG: 01832

Legal Description of 1.25 Acre Tract (Tract 4)  
Certified To: Russell Bevis

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 61G17-4, Florida Administrative Code).

Commence at a concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as monumented 1236.60 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 444.54 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261), thence run South 89 degrees 59 minutes 58 seconds West 245.22 feet to a re-rod (marked #4261), thence run North 00 degrees 09 minutes 11 seconds East 222.27 feet to a re-rod (marked #4261), thence run North 89 degrees 59 minutes 58 seconds East 246.14 feet to the POINT OF BEGINNING containing 1.25 acres, more or less.

Subject to a 60 foot wide access easement over and across the Easterly 60 foot thereof.

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

98-117-4

BK: R2510 PG: 00180

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R20010042294  
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BOOK: R2510 PAGE: 00181  
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BK: R2510 PG: 00181

April 7, 1998

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BOOK: R2510 PAGE: 00181  
DEC 28 1998 04:32 PM  
BOB INZER, CLERK OF COURTS



BK: R2292 PG: 01834


Legal Description of 1.26 Acre Tract (Tract 5)  
Certified To: Russell Davis

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 61G17-4, Florida Administrative Code).

Commence at a concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as monumented 1236.60 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261), thence run South 89 degrees 59 minutes 58 seconds West 246.14 feet to a re-rod (marked #4261), thence run North 00 degrees 09 minutes 11 seconds East 222.27 feet to a re-rod (marked #4261), thence run North 89 degrees 59 minutes 58 seconds East 247.06 feet to the POINT OF BEGINNING containing 1.26 acres, more or less.

Subject to a 60 foot wide access easement over and across the Easterly 60 foot thereof.

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. RODDEBERRY  
Surveyor and Mapper  
Florida Certificate No: 4261

98-117-5



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PUBLIC RECORDS LEON CNTY FL  
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BOB INZER, CLERK OF COURTS



BK: R2510 PG: 00182

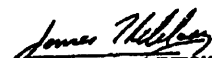
**Legal Description of 1.26 Acre Tract (Tract 0)  
Certified To: Russell Bovis**

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 concrete monument marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 2 West Leon County, Florida and thence run East along the North boundary of said Southeast quarter of the Northwest quarter as monumented 948.62 feet to a re-rod (marked #4261) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue East along said North boundary 247.96 feet to a re-rod (marked #4261), thence leaving said North boundary run South 00 degrees 23 minutes 25 seconds West 222.27 feet to a re-rod (marked #4261), thence run South 89 degrees 59 minutes 58 seconds West 247.06 feet to a re-rod (marked #4261), thence run North 00 degrees 09 minutes 11 seconds East 222.27 feet to the POINT OF BEGINNING containing 1.26 acres, more or less.

Subject to a 60 foot wide access and utility easement over and across the Southerly 30 feet thereof.

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

98-117-6