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THIS INSTRUMENT PREPARED BY:
CHARLES R. GARDNER, Attorney
300 First Florida Bank Building
Tallahassee, Florida 32301
(904) 222-6543

RESTATED PROTECTIVE COVENANTS
FOR
1300 LIVE OAK PLANTATION

OR1185PC1130

WHEREAS, JIM WEATHERLY BUILDER, INC., is the developer of "1300 Live Oak Plantation" in Leon County, Florida; and

WHEREAS, "1300 Live Oak Plantation" is a twenty-six (26) lot residential subdivision as described on the attached Exhibit "A"; and

WHEREAS, JIM WEATHERLY BUILDER, INC. remains the owner of sixteen (16) lots within "1300 Live Oak Plantation" and all other property within "1300 Live Oak Plantation" that is to be utilized for common area, utilities and ingress and egress; and

WHEREAS, CHARLES M. AMATO and PEGGY B. AMATO are the owners of Lot 30 within "1300 Live Oak Plantation"; and

WHEREAS, CARL E. FERRELL, JR. is the owner of Lots 12 and 20 within "1300 Live Oak Plantation"; and

WHEREAS, PATRICIA ANNE FERRELL, A/K/A PATRICIA ANN FERRELL is the owner of Lot 29 within "1300 Live Oak Plantation"; and

WHEREAS, SOUTHERN TRADITION HOMES, INC. is the owner of Lots 11 and 21 within "1300 Live Oak Plantation"; and

WHEREAS, PAUL PARKER CONSTRUCTION CO., INC. is the owner of Lots 22, 25 and 28 within "1300 Live Oak Plantation"; and

WHEREAS, TERRENCE T. DARIOTIS and JEANNE E. DARIOTIS are the owners of Lot 27 within "1300 Live Oak Plantation"; and

WHEREAS, Protective Covenants for "1300 Live Oak Plantation" were erroneously recorded with an incorrect legal description on August 17, 1984 in Official Records Book 1127, at Page 294 of the Public Records of Leon County, Florida; and

WHEREAS, Protective Covenants for "1300 Live Oak Plantation" were erroneously recorded without a legal description on September 26, 1984 in Official Records Book 1132, at Page 813 of the Public Records of Leon County, Florida; and

WHEREAS, Protective Covenants for "1300 Live Oak Plantation" were erroneously recorded only as to limited lots on

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September 26, 1984 in Official Records Book 1132, at Page 1951 of the Public Records of Leon County, Florida; and

WHEREAS, an Easement for utilities and ingress and egress for the benefit of the lots within "1300 Live Oak Plantation" needs to be recorded; and

WHEREAS, all of the lot owners within "1300 Live Oak Plantation" desire to terminate the above described Protective Covenants previously recorded and to have these Restated Protective Covenants govern all lots within "1300 Live Oak Plantation";

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the premises contained herein and other good and valuable consideration, the undersigned owners of all the lots within "1300 Live Oak Plantation" as described on the attached Exhibit "A", by this instrument do make, declare and impose upon all the lands described in Exhibit "A", for the benefit of and limitation upon all present and future owners thereof, the following conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, binding upon the owners, their successors and assigns, all persons claiming any right, title or interest in the land and all subsequent purchasers thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

The following terms as used in this Declaration of Restrictions are defined as follows:

A. "Administrator" shall mean the person selected to administer and enforce the protective covenants and the terms of the property owners' association.

B. "Association" shall mean "1300 Live Oak Plantation Owners' Association, Inc.", a Florida corporation not for profit as subsequently described herein.

C. "By-Laws" shall mean such by-laws as are established by the Association from time to time.

D. "Declarant" refers to Jim Weatherly Builder, Inc., its successors and assigns.

E. "Lot" refers to each lot and single family building.

F. "Common Areas" refers to all areas within the subdivision other than those areas constituting lots, and those areas dedicated to common use.

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G. "Owner" refers to the fee simple title holder of each "lot" as defined herein as reflected by the Public Records of Leon County, Florida.

H. "Subdivider" refers to Jim Weatherly Builder, Inc., its successors and assigns.

I. "Unit" refers to all single-family dwelling units constructed or to be constructed upon lots in the subdivision.

ARTICLE II

Residential Use

A. Those tracts designated "single family" shall only be used for the construction of single-family residential dwelling units as permitted by the zoning code of the City of Tallahassee, Leon County, Florida, as now in effect.

B. Each unit shall be restricted to use by a single family, its household, servants and guests. No trade, business, profession or other type of commercial activity shall be carried on upon any of the lands covered by those restrictions, provided, however, that this shall not prohibit:

(1) The renting of a unit for residential purposes;

(2) Such activities by Subdivider as Subdivider

shall deem necessary to the development or sale of the property and improvements, including, but not limited to, the placement of construction sheds, sales and/or rental offices.

ARTICLE III

Garages

Each unit will contain a garage which shall remain available for use for parking and storing of motor vehicles, bicycles, mopeds, tools and other equipment routinely stored and maintained in a garage. No garage shall be enclosed or converted to any other primary use, other than as set forth in this paragraph, without the approval of the Administrator. Outside storage sheds are prohibited.

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ARTICLE IV

Motor Homes, Campers, Boats,

Trailers, Canoes and Other Recreational Vehicles

All motor homes, campers, trailers and other recreational vehicles are prohibited. Such motor homes, campers, trailers and other recreational vehicles of whatever nature, shall not be parked or stored on any lots, driveways or streets. Boats, canoes, bicycles, motorcycles, etc. shall be stored in garages or otherwise out of site.

ARTICLE V

Signs

No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common elements or limited common elements except one (1) sign of customary and reasonable dimension advertising the house for sale or rent or except signs used by Subdivider, its business successors or assigns, to advertise the Subdivision or houses during the construction and sale. No "For Sale" or "For Rent" signs shall be posted or displayed by homeowners other than Subdivider until the Subdivider has sold the last unit, unless otherwise approved by the Administrator.

ARTICLE VI

Aerials and Clothes Lines

No clothes lines or clothes poles shall be erected unless hidden from view from other lots and from the streets. No exterior radio, television or electronic antennae or aerials may be erected or maintained upon any land within the Subdivision, without the approval of the Administrator.

ARTICLE VII

Garbage Disposal

All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers which shall not be visible from the street.

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ARTICLE VIII

Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and, provided further that they are so kept as not to be or become a nuisance or annoyance.

ARTICLE IX

Parking Strips

No parking strips or areas other than those driveways approved by the Administrator may be permitted upon any portion of the lot.

ARTICLE X

Sight Obstructions

No fence, wall, hedge, shrub or tree shall be placed upon any lot in such a manner or in such a place as would obstruct the view of the driver of a motor vehicle when coming into an intersection. The determination of the Administrator as whether any such visual obstruction exists shall be conclusive and upon notification of such obstruction by such Administrator, the owner of the lot upon which such obstruction is situate, shall have ten (10) days from the sending of such notice to remove the same. Should the owner fail to do so, the Administrator may enter upon the subject lot and remove the same at the expense of the owner without such entry constituting a trespass and the owner shall be liable to and pay the Association the cost thereof. All fences whatsoever shall be prohibited except expressly approved by Administrator.

ARTICLE XI

Conveyance to Association

At such time as is determined appropriate by the Subdivider, but no later than sixty (60) days following the conveyance of all lots in the subdivision by the Subdivider to

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persons other than affiliates or subsidiaries of Subdivider, and in no event not later than five (5) years from the date of transfer of the first unit or lot to an owner, the Subdivider shall convey to the Association all portions of the Subdivision to which title is held by the Subdivider and which portions are dedicated to either public or common use, if any. Notwithstanding the fact that titles to the areas in the subdivision, other than the lots, shall be vested in the Subdivider or Subdivider's subsidiaries, or affiliates, prior to such conveyance, it shall be the obligation of the Association to maintain and pay ad valorem taxes upon all areas of the subdivision, other than lots, commencing with the date hereof.

ARTICLE XII

Drainage

No changes in elevations of any lot shall be made which will cause a change in the flow of surface waters to adjacent properties.

ARTICLE XIII

Nuisance

No noxious or offensive activity shall be carried on upon any land within the subdivision, nor shall any owner permit a nuisance upon his lot, nor shall anything be done thereon which might become an annoyance or nuisance to other owners.

ARTICLE XIV

Notification

When any notice is required to be sent or permitted to be sent by the Association to an owner of a lot or occupant of a unit pursuant to the terms hereof, or pursuant to the By-Laws of the Association, the same shall conclusively be deemed to have been delivered to the owner or occupant upon the happening of any of the following:

A. The actual delivery thereof to the owner or to any person over the age of fifteen (15) years residing in the unit in question.

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B. The expiration of three (3) days after placing of the same in the United States Mail with postage prepaid, addressed to the owner or occupant at the street address of the unit (if such lot has been improved), or if the lot is unimproved, addressed to the owner at the address to which the deed vesting title in the owner was sent by the Clerk of the Circuit Court of Leon County, Florida, or to such other address as the owner may have provided to the Association; or

C. The posting of the same upon the front door of the unit in question if the property is improved.

Certification by the Administrator of compliance with any of the foregoing provisions shall establish a presumption of such delivery.

ARTICLE XV

Insurance

A. The Administrator on behalf of the Association, shall obtain public liability insurance in connection with the duties of the Association to supervise and administer all of the requirements of these protective covenants, insuring the Association in such amounts as the Administrator may determine from time to time, provided, however, that the minimum amount of liability coverage shall be One Hundred Thousand Dollars (\$100,000.00) and the minimum amount of property damage shall be Twenty-five Thousand Dollars (\$25,000.00). Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each owner as provided in Article XVIII hereof. Each individual owner shall be responsible for purchasing liability insurance to cover accidents occurring within or upon his tract or tracts including, but not limited to accidents for the operation of his vehicles.

B. The Administrator shall obtain casualty insurance in such amounts as the Administrator may determine from time to time to be necessary for insuring the improvements for which the Association has maintenance responsibility. Premiums for the

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payment of such insurance shall be chargeable as a common expense as set forth in subparagraph A above.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the members of the Association as their interest may appear and the Administrator or its agents shall be the agent for each and every owner for the purpose of negotiating and settling all claims against any insurance company, and, accordingly, is authorized to execute releases on behalf of the Association and each and every owner in favor of any insurer after settlement.

ARTICLE XVI

Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the subdivision property or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the subdivision property shall be observed.

ARTICLE XVII

Association

A. The Association shall be known as "1300 Live Oak Plantation Property Owners' Association, Inc." and shall be incorporated under the laws of the State of Florida, as a corporation not for profit.

B. The owner of each unit constructed in the subdivision shall automatically be a member of the Association, provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or lot.

C. In the event such owner is a corporation, such corporation shall designate one (1) of its officers to act on behalf of the corporation with respect to membership privileges in the Association.

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D. Each member shall be entitled to one (1) vote in all matters upon which the Association members are entitled to vote, pursuant to the Charter or By-Laws of the Association.

E. Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Subdivider shall serve as the Administrator until such time as the Subdivider has conveyed title to all of the lots to persons other than affiliates or subsidiaries of Subdivider, at which time there shall be an election by the membership to choose an Administrator.

F. Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Subdivider shall have two (2) votes for each lot or unit owned by it until all lots or units have been conveyed to persons other than affiliates or subsidiaries of Subdivider.

ARTICLE XVIII

Assessments

A. In determining the pro-rata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association, each unit which may be constructed, whether actually constructed or not shall be deemed one (1) unit, and the total number of units shall be divided into the cost to be allocated, with each unit assessed the resultant cost thereof.

B. The owner of the lot upon which each unit has been or may be constructed shall be the person liable to the Association for payment of the cost allocated to such unit, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.

C. Each owner shall contribute to the owners' association a monthly fee to be determined by the Administrator, but tentatively of Fifty Dollars (\$50.00), which sum shall be

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collected and deposited to the account of the owners' association.

D. The Administrator shall have the power and authority to increase the said monthly fee in the event the maintenance and affairs of the Association require additional funds. All increases shall then be approved by the majority vote of lot or unit owners, with each lot or unit owner having one (1) vote, except the Subdivider, which shall have two (2) votes for each lot it owns.

E. The owner of each lot whether a unit has been constructed on the property or not, shall be the person liable to the Association for the payment of its share of the cost allocated to such lot.

ARTICLE XIX

Special Assessments

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a pro-rata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of members of the Association with each lot constituting one (1) member. The Subdivider shall be assessed for each of the lots to which it still retains title and which have not been sold.

ARTICLE XX

Liens

A. Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association shall be secured by a lien upon the tract of the owner.

B. If any sum due by an owner to the Association is not paid within thirty (30) days from the date of billing by the Administrator to the owner, the owner shall pay to the Association interest thereon at the rate of eighteen percent (18%) per annum, accruing from a date thirty (30) days after the

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date of such billing, which interest shall also be secured by such lien.

C. Such lien shall attach to and become effective against the tract upon filing of a notice of lien by the Administrator among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing and the date of the commencement of the accrual of interest. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a tract as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a tract in lieu of foreclosure, such acquirer of title, his or its heirs, successors or assigns, shall not be liable for the assessments pertaining to such tract or chargeable to the former owner of such tract which became due prior to the acquisition of the title to such tract as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure. All of such unpaid assessments shall be deemed to be common expenses collectible on a pro-rata basis from all of the members of the Association.

D. A copy of such notice shall be sent by the Administrator to the owner within ten (10) days after filing of the same among the Public Records of Leon County, Florida. However, failure of the Administrator to send such notice to the owner shall in no way invalidate the lien.

E. Such lien may be foreclosed by the Association, its successors and assigns, in the same manner as a mortgage, and in the event foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including a reasonable attorneys fee.

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ARTICLE XXI

Use of Funds

A. All of the funds paid to the Association shall be maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

B. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

ARTICLE XXII

Association Areas of Responsibility

A. It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.

B. It shall be the responsibility of the Association to insure that "Common Areas" described in Article XXIII are continually maintained and repaired pursuant to Article XXIV and as provided in this Article

ARTICLE XXIII

Common Areas

The common areas shall include, but not be limited to, the following:

A. The open space and common areas not included in any of the lots.

B. All easements, including those for utilities, parking, roadways and other purposes.

C. Such other areas as may be determined by the Administrator to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the subdivision.

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ARTICLE XXIV

Maintenance Services

The maintenance services for the designated "common areas" herein shall be provided by the Association and each owner shall pay to the Association his pro-rata share of the cost of the maintenance thereof. Maintenance services shall include but not be limited to the following:

- A. Planting, irrigating, mowing, fertilizing and spraying of the plants and grasses placed and maintained in open spaces and common areas.
- B. The maintenance of any common buildings.
- C. The maintenance and upkeep of the private roads, pond and parking easements.

ARTICLE XXV

Architectural Control

A. No building, wall, fence, structure or other improvement, including but not limited to, swimming pools, tennis courts, landscaping, energy solar services, play equipment and mail boxes, shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefor and the location thereof upon the lot have been approved by the Administrator as to quality of workmanship and materials, harmony of external design with existing or proposed structure, and as to location upon a lot or building site. Features expressly prohibited include screen doors and porches on the front side of a house, aluminum framed windows and sliding glass doors (except that aluminum framed sliding glass doors may be permitted on the rear yard side of a house). All driveways and walkways shall be concrete with exposed aggregate.

B. All plans submitted shall include a plot plan showing the location of the proposed improvements upon a building site. Refusal of the approval of plans and specifications or

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location of the improvements by the Administrator may be based upon any ground, including solely aesthetic grounds.

The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Administrator's approval.

ARTICLE XXVI

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 subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons.

ARTICLE XXVII

Sale, Lease, and Other
Disposition of Houses by Subdivider

None of the limitations contained in this instrument relating to the sale, lease, devise or other disposition of tracts, lots or units shall apply to the Subdivider.

ARTICLE XXVIII

Development by Subdivider

No provisions contained herein shall prevent Subdivider, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any of the common elements, limited common elements or houses nor shall said provisions in any way prevent the Subdivider from developing said subdivision or from maintaining such sign or signs on the subdivision property as may be necessary for the sale, lease or other disposition thereof.

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ARTICLE XXIX

Enforcement

The provisions hereof may be enforced by the Subdivider, the Association, or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach hereof. In addition, whenever there shall have been built upon any lot any structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. Should either the Subdivider or the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Subdivider or the Association, as the case may be, all costs incurred including a reasonable attorneys fee. Any and all costs incurred by the Association in the enforcement hereof, including attorneys fees shall become a lien against the property, subject to the same terms and conditions as the lien set forth in Article XX.

ARTICLE XXX

Waiver

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to so do thereafter as to either the same breach or a subsequent breach.

ARTICLE XXXI

Severability

Invalidation of any one or more of the provisions thereof by a court of competent jurisdiction shall in no way

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affect any other provision hereof, all of which shall remain in full force and effect.

ARTICLE XXXII

Duration of Covenants

The foregoing covenants, restrictions, reservations and servitudes shall be binding for a period of twenty (20) years from the date of recording hereof, after which time the same shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots in the subdivision has been recorded, which instrument alters, amends, extends, enlarges or repeals the provisions hereof in whole or in part.

ARTICLE XXXIII

Pond Area

The use of boats in the pond shall be limited to the owners of Lots 8, 9, 10, 11, 12, 13 and 14. No boats shall be left in the pond while not in use. No gasoline or other petroleum energized motors shall be permitted to be operated on the pond. Docks and boathouses are not permitted on, or adjacent to, the pond.

ARTICLE XXXIV

Qualified Builders

Only Southern Tradition Homes, Jim Weatherly Builder, Inc., Paul Parker Construction Co., Inc., Robert E. Carter Builder and Carl E. Ferrell, Jr. shall be allowed to construct the residences or dwellings within the subdivision. Construction has been limited to these builders based on their quality building reputation in the community of Tallahassee, Florida. Notwithstanding the above, other builders may be allowed to build residences or dwellings within the subdivision if prior written approval is received by the "Subdivider." The approval of the Subdivider may be withheld in the Subdivider's absolute discretion and with or without cause or reason.

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ARTICLE XXXV

Amendment

The Subdivider reserves the right to include in any contract hereinafter made, any additional restrictive covenants deemed necessary by the Subdivider. The provisions hereof may be modified, amended or repealed at any time by the Subdivider during such time as the Subdivider, its subsidiaries or affiliates, are the owner of any of the lots in the Subdivision, and after such time as the Subdivider, its subsidiaries or affiliates, no longer own any lot in the Subdivision by majority vote of the members of the Association. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Subdivider or by the Association shall affect the lien of any mortgage then encumbering any of the lands in the Subdivision, nor the right or powers of the holder of any such mortgage.

ARTICLE XXXVI

Effect

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.

ARTICLE XXXVII

Easement

The following easements shall be deemed to be covenants running with the land with relation to "1300 Live Oak Plantation".

(a) A perpetual roadway for ingress and egress to and from each lot within "1300 Live Oak Plantation" granting to such lot owner and their respective licensees, invitees, and tenants the right to pass and repass along and within the property described in the attached Exhibit "B".

(b) A perpetual utility easement for all utilities serving all lots within "1300 Live Oak Plantation" within the property described in Exhibit "B".

ARTICLE XXXVIII

Termination of Prior Protective Covenants

Those certain Protective Covenants previously recorded on August 17, 1984 in Official Records Book 1127, Page 294; on September 26, 1984 in Official Records Book 1132, Page 613; and on September 28, 1984 in Official Records Book 1132, Page 1951 of the public Records of Leon County, Florida, are hereby terminated, cancelled and of no further force and effect.

WITNESSES:

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JIM WEATHERLY BUILDER, INC.

[Signature]

By [Signature]
Its [Signature]

Christian B. Albright

Charles M. Amato
CHARLES M. AMATO

Mauro J. Darlotis

Peggy B. Amato
PEGGY B. AMATO

Jeanne E. Darlotis

Mauro J. Darlotis

Jeanne E. Darlotis

[Signature]

Carl E. Ferrell, Jr.
CARL E. FERRELL, JR.

Christian B. Albright

Carol Remose

Patricia Anne Ferrell
PATRICIA ANNE FERRELL, a/k/a Patricia Ann Ferrell

Margaret Berkowitz

[Signature]

SOUTHERN TRADITION HOMES, INC.

Christian B. Albright

By [Signature]
Its [Signature]

Carol Remose

PAUL PARKER CONSTRUCTION CO.,
INC.

Margaret Berkowitz

By [Signature]
Its [Signature]

Carol Remose

Mauro J. Darlotis
TERRENCE T. DARIOTIS

[Signature]

Carol Remose

Jeanne E. Darlotis
JEANNE E. DARIOTIS

Margaret Berkowitz

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Life Oak Plantation" was acknowledged before me by James F. Weatherly JR as President of JIM WEATHERLY BUILDER, INC., this 18th day of November, 1985.

[Signature]
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA,
COUNTY OF LEON

OR118511148

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by CHARLES M. AMATO, this 21st day of November, 1985.

Michael J. Christel
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 9, 1989
Headed Through Title Insurance, Inc.

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by PEGGY B. AMATO, this 20th day of November, 1985.

Michael J. Christel
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 9, 1989
Headed Through Title Insurance, Inc.

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by CARL E. FERRELL, JR., this 18th day of November, 1985.

Charles E. Ferrell, Jr.
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by PATRICIA ANNE FERRELL, a/k/a Patricia Ann Ferrell, this 18 day of November, 1985.

Patricia Ann Ferrell
NOTARY PUBLIC
My Commission Expires: 1-30-88

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by D. W. YOUNG as Secretary of SOUTHERN TRADITION HOMES, INC, this 18th day of November, 1985.

D. W. Young
NOTARY PUBLIC
My Commission Expires:

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STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated Protective Covenants for "1300 Live Oak Plantation" was acknowledged before me by PAUL W. PARKER as PRESIDENT of PAUL PARKER CONSTRUCTION CO., INC., this 18 day of November, 1985.

Carol Penrose

NOTARY PUBLIC
My Commission Expires: 1-30-88

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated and Corrective Protective Covenants was acknowledged before me by TERRENCE T. DARIOTIS, this 20 day of November, 1985.

Carol Penrose

NOTARY PUBLIC
My Commission Expires: 1-30-88

STATE OF FLORIDA,
COUNTY OF LEON

The foregoing Restated and Corrective Protective Covenants was acknowledged before me by JEANNE E. DARIOTIS, this 20 day of November, 1985.

Carol Penrose

NOTARY PUBLIC
My Commission Expires: 1-30-88

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EXHIBIT "A"

PAGE 1

Commence at a concrete monument marking the Northwest corner of the Southwest quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 300.00 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 34 minutes 57 seconds East along said Section Line 1200.31 feet to a concrete monument on the Northeasterly right of way boundary of Timberlane School Road (80 foot right of way), said concrete monument lying on a curve concave to the Northeasterly thence from a tangent bearing of South 53 degrees 53 minutes 51 seconds East run Southeasterly along said right of way curve with a radius of 532.96 feet through a central angle of 03 degrees 21 minutes 33 seconds for an arc distance of 31.25 feet to a Department of Transportation right of way iron pipe, thence South 57 degrees 15 minutes 24 seconds East along said right of way boundary 80.69 feet to a concrete monument on the Northwesterly right of way boundary of Live Oak Plantation Road (60 foot right of way) said concrete monument lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 36 degrees 04 minutes 38 seconds East run Northeasterly along said right of way curve with a radius of 2894.93 feet through a central angle of 12 degrees 13 minutes 12 seconds for an arc distance of 617.43 feet to a concrete monument marking a point of compound curve to the right, thence along said right of way curve with a radius of 272.39 feet through a central angle of 18 degrees 35 minutes 50 seconds for an arc distance of 88.41 feet to a concrete monument marking a point of compound curve to the right, thence along said right of way curve with a radius of 2876.12 feet through a central angle of 15 degrees 12 minutes 18 seconds for an arc distance of 763.26 feet to a concrete monument on the Westerly right of way of boundary of Martin Hurst Road thence North 08 degrees 07 minutes 14 seconds East along said right of way boundary 10.94 feet to a concrete monument marking a point of curve to the left, thence along right of way curve with a radius of 524.48 feet through a central angle of 33 degrees 31 minutes 13 seconds for an arc distance of 306.84 feet to a concrete monument, thence North 25 degrees 23 minutes 59 seconds West along said right of way boundary 274.94 feet to a concrete monument thence South 89 degrees 48 minutes 28 seconds West along a line 300 feet South of and parallel with the North boundary of the Southwest quarter of said Section 8 a distance of 1165.53 feet to the POINT OF BEGINNING, containing 23.99 acres, more or less.

LESS AND EXCEPT Lots 1 through 7 as more particularly described in Exhibit "A" Pages 2 through 12, attached hereto and made a part hereof.

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
JANET M. JACKSON, P.L.S.
LEE F. DOWLING, P.L.S.
LARRY E. DAVIS, P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.
RUFUS L. DICKEY, JR., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

EXHIBIT A
PAGE 2

June 8, 1984

OR1185PC1151

1300 LIVE OAK PLANTATION

Lot 1

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the West line of said Section 8 a distance of 1219.52 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 49 degrees 57 minutes 52 seconds East 287.02 feet to a curve concave to the Southeasterly on the Northwesterly right of way line of Live Oak Plantation Road (60 foot right of way), thence from a tangent bearing of South 40 degrees 02 minutes 08 seconds West run Southwesterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 03 degrees 57 minutes 30 seconds, for an arc distance of 200.00 feet to a concrete monument on the Northeasterly right of way line of Timberlane School Road (80 foot right of way), thence North 57 degrees 15 minutes 24 seconds West along said Northeasterly right of way line 80.69 feet to a Department of Transportation iron pipe marking a point of curve to the right, thence along said right of way curve with a radius of 532.96 feet, through a central angle of 03 degrees 21 minutes 33 seconds, for an arc distance of 31.25 feet to a concrete monument on the West line of said Section 8, thence North 00 degrees 34 minutes 57 seconds West along said West line 280.79 feet to the POINT OF BEGINNING; containing 0.95 acre, more or less.

Bearing base from Department of Transportation Right of Way Map of Interstate No. 10.

Source of information: boundary survey for Jim Weatherly prepared by Broward Davis & Assoc., Inc.

A complete survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this description and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.

JANET M. JACKSON
Registered Florida Land Surveyor No. 3577

BPD #61-024
PSR #3068

STREET ADDRESS: 2414 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 818-6779

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JANET M JACKSON PLS
LEE F DOWLING PLS
LARRY E DAVIS PLS



WALTER A JOHNSON PE, PLS
RUFUS L DICKEY, JR. PLS
NEVINS C SMITH JR. PE
KAREN K BASS PE

EXHIBIT A
PAGE 3

June 8, 1984

CR1185PC1152

1300 LIVE OAK PLANTATION

Lot 2

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the West line of said Section 8 a distance of 1219.52 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 45 degrees 08 minutes 53 seconds East 219.70 feet, thence South 46 degrees 00 minutes 22 seconds East 275.00 feet to a curve concave to the Southeasterly on the Northwesterly right of way line of Live Oak Plantation Road (60 foot right of way), thence from a tangent bearing of South 43 degrees 59 minutes 38 seconds West run Southwesterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 03 degrees 57 minutes 30 seconds, for an arc distance of 200.00 feet, thence North 49 degrees 52 minutes 32 seconds West 287.02 feet to the POINT OF BEGINNING; containing 1.35 acres, more or less.

Bearing base from Department of Transportation Right of Way Map of Interstate No. 10.

Source of information: boundary survey for Jim Weatherly prepared by Broward Davis & Assoc., Inc.

A complete survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this description and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.

JANET M. JACKSON

Registered Florida Land Surveyor No. 3577

BPD #61-024
PSK #3068

STREET ADDRESS 244 MAHAN DRIVE (LASTWOOD OFFICE PLAZA)
MAILING ADDRESS POST OFFICE BOX 1236 • TALLAHASSEE, FLORIDA 32317 • 1984 B7 419

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BROWARD P DAVIS, PLS
JANET M JACKSON, PLS
LEE F DOWLING, PLS
LARRY E DAVIS, PLS



WALTER A. JOHNSON, P.E., PLS
RUFUS L. DICKEY, JR., PLS
NEVINS C. SMITH, JR., P.E.
NAREN K. BASS, P.E.

EXHIBIT A
PAGE 4

June 8, 1984

DR1185PC1153

1300 LIVE OAK PLANTATION

Lot 3

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the West line of said Section 8 a distance of 1219.52 feet thence North 45 degrees 08 minutes 53 seconds East 219.70 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 49 degrees 53 minutes 56 seconds East 218.95 feet, thence South 42 degrees 02 minutes 52 seconds East 260.00 feet to a curve concave to the Southeasterly on the Northwesterly right of way line of Live Oak Plantation Road (60 foot right of way), thence from a tangent bearing of South 47 degrees 57 minutes 08 seconds West run Southwesterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 03 degrees 57 minutes 30 seconds, for an arc distance of 200.00 feet, thence North 46 degrees 00 minutes 22 seconds West 275.00 feet to the POINT OF BEGINNING; containing 1.28 acres, more or less.

Bearing base from Department of Transportation Right of Way Map of Interstate No. 10

Source of information: boundary survey for Jim Weatherly prepared by Broward Davis & Assoc., Inc.

A complete survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this description and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.

JANET M. JACKSON
Registered Florida Land Surveyor No. 3577

BPD #61-024
PSR #3068

STREET ADDRESS 2414 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 878-4174

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JANET M. JACKSON, PLS
LEE F. DOWLING, PLS
LARRY E. DAVIS, PLS



WALTER A. JOHNSON, PE, PLS
RUFUS L. FICKET, JR., PLS
NEVINS C. SMITH, JR., PE
KAREN K. BASS, PE

EXHIBIT A
PAGE 5

November 15, 1983

CR1185PC1154

JIM WEATHERLY

Lot 4

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21RH-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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 1500.31 feet to a concrete monument on the Northeasterly right of way boundary of Timberlane School Road (80 foot right of way), said concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 53 degrees 53 minutes 51 seconds East run Southeasterly along said right of way curve with a radius of 532.96 feet, through a central angle of 03 degrees 21 minutes 33 seconds, for an arc distance of 31.25 feet to a Department of Transportation iron pipe, thence South 57 degrees 15 minutes 24 seconds East along said Northeasterly right of way boundary 80.69 feet to a concrete monument on the Northwesterly right of way boundary of Live Oak Plantation Road (60 foot right of way), said concrete monument lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 36 degrees 04 minutes 38 seconds East run Northeasterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 11 degrees 52 minutes 30 seconds, for an arc distance of 600.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right of way curve with a radius of 2894.93 feet, through a central angle of 00 degrees 20 minutes 42 seconds, for an arc distance of 17.43 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 272.39 feet, through a central angle of 18 degrees 35 minutes 50 seconds, for an arc distance of 88.41 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 2876.12 feet, through a central angle of 01 degree 52 minutes 33 seconds, for an arc distance of 94.16 feet, thence North 21 degrees 13 minutes 47 seconds West 275.00 feet, thence South 57 degrees 40 minutes 27 seconds West 294.73 feet, thence South 42 degrees 02 minutes 52 seconds East 260.00 feet to the POINT OF BEGINNING: containing 1.46 acres, more or less.

STREET ADDRESS: 211 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 878-8194

JIM WEATHERLY
Lot 4
November 15, 1983
Page No. 2

EXHIBIT A
PAGE 6

OR1185701155

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this property and there has been no onsite inspection to determine if the foregoing property has any improvements or encroachments.

Bearings are based on Department of Transportation Right of Way Maps on I-10.

Source of information: boundary survey for Jim Weatherly dated Sept. 8, 1983.

JANET M. JACKSON
Registered Florida Land Surveyor, No. 3577

BPD #61-024
PSR #2857

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JAMES M. JACKSON, PLS
LEE F. KIMWALD, PLS
LARRY E. DAVIS, PLS



WALTER A. JOHNSON, PE, PLS
RUFUS L. DICKEY, JR., PLS
NEVINS C. SMITH, JR., PE
KAREN K. BASS, PE

EXHIBIT A
PAGE 7

August 8, 1984

OR11857C1156

JIM WEATHERLY

Lot 5

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 1500.31 feet to a concrete monument on the Northeasterly right of way boundary of Timberlane School Road (80 foot right of way), said concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 53 degrees 53 minutes 51 seconds East run Southeasterly along said right of way curve with a radius of 532.96 feet, through a central angle of 03 degrees 21 minutes 33 seconds, for an arc distance of 31.25 feet to a Department of Transportation iron pipe, thence South 57 degrees 15 minutes 24 seconds East along said Northeasterly right of way boundary 80.69 feet to a concrete monument on the Northwesterly right of way boundary of Live Oak Plantation Road (60 foot right of way), said concrete monument lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 36 degrees 04 minutes 38 seconds East run Northeasterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 12 degrees 13 minutes 12 seconds, for an arc distance of 617.43 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 272.39 feet, through a central angle of 18 degrees 35 minutes 50 seconds, for an arc distance of 88.41 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 2876.12 feet, through a central angle of 01 degree 52 minutes 33 seconds, for an arc distance of 94.16 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right of way curve with a radius of 2876.12 feet, through a central angle of 03 degrees 59 minutes 03 seconds, for an arc distance of 200.00 feet, thence North 17 degrees 14 minutes 44 seconds West 250.00 feet, thence South 77 degrees 17 minutes 39 seconds West 219.64 feet, thence South 21 degrees 13 minutes 47 seconds East 275.00 feet to the POINT OF BEGINNING; containing 1.25 acres, more or less.

STREET ADDRESS 2414 MAHAN DRIVE (EASTWOOD) OFFICE PLAZA
MAILING ADDRESS POST OFFICE BOX 1234 • TALLAHASSEE, FLORIDA 32317 • (904) 878-0190

JIM WEATHERLY
Lot 7
August 8, 1984
Page No. 2

EXHIBIT A
PAGE 8

CR1185PC1157

Bearings are based on Department of Transportation Right of Way Maps on I-10.

Source of information: boundary survey for Jim Weatherly dated Sept. 8, 1983.

LEE F. DOWLING
Florida Registered Land Surveyor, No. 2661

BPD #61-024
ISK #2657

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • PROJECT MANAGEMENT
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JANET M. JACKSON, P.E.
LEE F. SPANGLING, P.E.
LARRY E. DAVIS, P.E.



WALTER A. JOHNSON, P.E., P.L.S.
RUFUS L. DICKEY, JR., P.E.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

CR1185PC1158

EXHIBIT A
PAGE 9

December 15, 1983

JIM WEATHERLY

Lot 6

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 1500.31 feet to a concrete monument on the northeasterly right of way boundary of Timberlane School Road (80 foot right of way), said concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 53 degrees 53 minutes 51 seconds East run Southeasterly along said right of way curve with a radius of 532.96 feet, through a central angle of 03 degrees 21 minutes 33 seconds, for an arc distance of 31.25 feet to a Department of Transportation iron pipe, thence South 57 degrees 15 minutes 24 seconds East along said Northeasterly right of way boundary 80.69 feet to a concrete monument on the Northwesterly right of way boundary of Live Oak Plantation Road (60 foot right of way), said concrete monument lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 36 degrees 04 minutes 38 seconds East run Northeasterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 12 degrees 13 minutes 12 seconds, for an arc distance of 617.43 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 272.39 feet, through a central angle of 18 degrees 35 minutes 50 seconds, for an arc distance of 88.41 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 2876.12 feet, through a central angle of 07 degrees 14 minutes 12 seconds, for an arc distance of 363.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right of way curve with a radius of 2876.12 feet, through a central angle of 03 degrees 59 minutes 03 seconds, for an arc distance of 200.00 feet, thence

JIM WEATHERLY
Lot 6
December 15, 1983
Page No. 2

EXHIBIT A
PAGE 10

OR11857C1159

North 11 degrees 53 minutes 05 seconds West 300.00 feet, thence South 63 degrees 11 minutes 44 seconds West 185.00 feet, thence South 02 degrees 26 minutes 57 seconds East 100.00 feet, thence South 10 degrees 12 minutes 56 seconds East 160.74 feet to the POINT OF BEGINNING: containing 1.23 acres, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this property and there has been no onsite inspection to determine if the foregoing property has any improvements or encroachments.

Bearings are based on Department of Transportation Right of Way Maps on I-10.

Source of information: boundary survey for Jim Weatherly dated Sept. 8, 1983.

JANET M. JACKSON
Registered Florida Land Surveyor, No. 3577

BPD #61-024
PSK #3326

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
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LEIF HAWKING, P.E.
LARRY E. DAVIS, P.E.



WALTER A. JOHNSON, P.E., P.L.S.
RUFUS L. DICKNEY, JR., P.L.S.
NEVINS C. SMITH, JR., P.E.
KAREN K. BASS, P.E.

DR1185PC1160

EXHIBIT A
PAGE 11

December 15, 1983

JIM WEATHERLY

Lot 7

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 there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 1500.31 feet to a concrete monument on the Northeasterly right of way boundary of Timberlane School Road (80 foot right of way), said concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 53 degrees 53 minutes 51 seconds East run Southeasterly along said right of way curve with a radius of 532.96 feet, through a central angle of 03 degrees 21 minutes 33 seconds, for an arc distance of 31.25 feet to a Department of Transportation iron pipe, thence South 57 degrees 15 minutes 24 seconds East along said Northeasterly right of way boundary 80.69 feet to a concrete monument on the Northwesterly right of way boundary of Live Oak Plantation Road (60 foot right of way), said concrete monument lying on a curve concave to the South-easterly, thence from a tangent bearing of North 36 degrees 04 minutes 38 seconds East run Northeasterly along said right of way curve with a radius of 2894.93 feet, through a central angle of 12 degrees 13 minutes 12 seconds, for an arc distance of 617.43 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 272.39 feet, through a central angle of 18 degrees 35 minutes 50 seconds, for an arc distance of 88.41 feet to a concrete monument marking a point of compound curve, thence along said right of way curve with a radius of 2876.12 feet, through a central angle of 11 degrees 13 minutes 15 seconds, for an arc distance of 563.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right of way curve with a radius of 2876.12 feet, through a central angle of 03 degrees 59 minutes 03 seconds, for an arc distance of 200.00 feet to a concrete monument on the Westerly right of way boundary of Martin Hurst Road, thence North 08 degrees 07 minutes 14 seconds East along said Westerly right

STREET ADDRESS 2414 MAHAN DRIVE (LAWWOOD OFFICE PLAZA)
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JIM WEATHERLY
Lot 7
December 15, 1983
Page No. 2

EXHIBIT A
PAGE 12

OR1185701161

of way boundary 10.94 feet to a concrete monument marking a point of curve to the left, thence along said right of way curve with a radius of 524.48 feet, through a central angle of 26 degrees 06 minutes 56 seconds, for an arc distance of 239.06 feet, thence South 80 degrees 55 minutes 43 seconds West 232.53 feet, thence South 11 degrees 53 minutes 05 seconds East 250.00 feet to the POINT OF BEGINNING: containing 1.28 acres, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this property and there has been no onsite inspection to determine if the foregoing property has any improvements or encroachments.

Bearings are based on Department of Transportation Right of Way Maps on I-10.

Source of information: boundary survey for Jim Weatherly dated Sept. 8, 1983.

JANET N. JACKSON
Registered Florida Land Surveyor, No. 3577

BPD #61-024
PSR #3326

EXHIBIT "B"
PAGE 1

OR1185PC1162

ACCESS AND UTILITY EASEMENT FOR 1300 LIVE OAK PLANTATION

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 8, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 34 minutes 57 seconds East along the Section Line 300.00 feet to a concrete monument, thence North 89 degrees 48 minutes 28 seconds East along a line 300 feet South of and parallel with the North boundary of the Southwest Quarter of said Section 8 a distance of 771.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 48 minutes 28 seconds East along said parallel line 278.79 feet, thence South 13 degrees 43 minutes 49 seconds East 15.43 feet, thence South 89 degrees 48 minutes 28 seconds West 104.04 feet, thence South 23 degrees 20 minutes 35 seconds East 16.31 feet, thence South 89 degrees 48 minutes 28 seconds West 112.23 feet to a point of curve to the left, thence along said curve with a radius of 54.37 feet, through a central angle of 72 degrees 41 minutes 03 seconds, an arc distance of 68.97 feet, thence South 17 degrees 07 minutes 25 seconds West 30.98 feet to a point of curve to the right, thence along said curve with a radius of 74.37 feet, through a central angle of 72 degrees 41 minutes 03 seconds, an arc distance of 94.34 feet, thence South 89 degrees 48 minutes 28 seconds West 17.00 feet to a point of curve to the left, thence along said curve with a radius of 82.83 feet, through a central angle of 42 degrees 30 minutes 38 seconds, an arc distance of 61.46 feet, thence South 47 degrees 17 minutes 50 seconds West 20.90 feet to a point of curve to the left, thence along said curve with a radius of 20.00 feet, through a central angle of 104 degrees 57 minutes 54 seconds, an arc distance of 36.64 feet to a point of compound curvature, thence along said curve to the left with a radius of 314.45 feet, through a central angle of 02 degrees 59 minutes 34 seconds, an arc distance of 16.43 feet, thence South 60 degrees 39 minutes 38 seconds East 145.76 feet to a point of curve to the right, thence along said curve with a radius of 206.16 feet, through a central angle of 18 degrees 18 minutes 34 seconds, an arc distance of 65.88 feet, thence South 42 degrees 21 minutes 04 seconds East 52.70 feet to a point of curve to the right, thence along said curve with a radius of 165.09 feet, through a central angle of 43 degrees 32 minutes 50 seconds, an arc distance of 125.48 feet to a point of reverse curve, thence along said curve to the left with a radius of 302.15 feet, through a central angle of 17 degrees 38 minutes 41 seconds, an arc distance of 93.05 feet, thence South 16 degrees 26 minutes 55 seconds East 60.07 feet to the Northerly right of way boundary of Live Oak Plantation Road (60 foot right of way) on a curve concave to the Southeasterly, thence from a tangent bearing South 73 degrees 56 minutes 59 seconds West run Southwesterly along said curve with a radius of 2876.12 feet, through a central angle of 00 degrees 47 minutes 49 seconds, an arc distance of 40.00 feet, thence North 16 degrees 26 minutes 55 seconds West 60.07 feet to a point of curve to the right, thence along said curve with a radius of 342.15 feet, through a central angle of 17 degrees 38 minutes 41 seconds, for an arc distance of 105.37 feet to a point of reverse curve, thence along said curve to the left with a radius of 125.09 feet, through a central angle of 43 degrees 32 minutes 50 seconds, an arc distance of 95.07 feet, thence North 42 degrees 21 minutes 04 seconds West 52.70 feet to a point of curve to the left, thence along said curve with a radius of 166.16 feet, through a central angle of 18 degrees 18 minutes 34 seconds, an arc distance of 53.10 feet, thence North 60 degrees 39 minutes 38 seconds West 145.76 feet to a point of curve to the right, thence along said curve with a radius of 354.45 feet, through a central angle of 06 degrees 17 minutes 20 seconds, an arc distance of 38.90 feet to a point of reverse curve, thence along said curve to the left with a radius of 20.00 feet, through a central angle of 75 degrees 00 minutes 55 seconds, an arc distance of 26.19 feet to a point of reverse curve, thence along said curve to the right with a radius of 159.05 feet, through a central angle of 21 degrees 02 minutes 05 seconds, an arc distance of 58.39 feet, thence North 18 degrees 21 minutes 08 seconds West 40.00 feet, thence South 71 degrees 38 minutes 52 seconds West 306.71 feet to a point of curve to the right, thence along said curve with a radius of 45.67 feet, through a central angle of 107 degrees 46 minutes 11 seconds, an arc distance of 85.89 feet, thence North 00 degrees 34 minutes 57 seconds West 91.00 feet to a point of curve to the right, thence

EXHIBIT "B"
PAGE 2

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along said curve with a radius of 44.56 feet, through a central angle of 90 degrees 23 minutes 25 seconds, an arc distance of 70.30 feet, thence North 89 degrees 48 minutes 28 seconds East 263.00 feet to a point of curve to the right, thence along said curve with a radius of 86.24 feet, through a central angle of 50 degrees 24 minutes 19 seconds, an arc distance of 75.87 feet to a point of reverse curve, thence along said curve to the left with a radius of 354.45 feet, through a central angle of 02 degrees 03 minutes 19 seconds, an arc distance of 12.71 feet to a point of reverse curve, thence along said curve to the right with a radius of 20.00 feet, through a central angle of 99 degrees 38 minutes 27 seconds, an arc distance of 34.78 feet to a point of compound curve, thence along said curve to the right with radius of 119.05 feet, through a central angle of 13 degrees 50 minutes 57 seconds, an arc distance of 28.78 feet, thence South 18 degrees 21 minutes 08 seconds East 40.00 feet, thence South 71 degrees 38 minutes 52 seconds West 306.71 feet to a point of curve to the right, thence along said curve with a radius of 85.67 feet, through a central angle of 107 degrees 46 minutes 11 seconds, an arc distance of 161.13 feet, thence North 00 degrees 34 minutes 57 seconds West 91.00 feet to a point of curve to the right, thence along said curve with a radius of 84.56 feet, through a central angle of 90 degrees 23 minutes 25 seconds, an arc distance of 133.40 feet, thence North 89 degrees 48 minutes 28 seconds East 263.00 feet to a point of curve to the right, thence along said curve with a radius of 126.24 feet, through a central angle of 50 degrees 24 minutes 19 seconds, an arc distance of 111.06 feet to a point of reverse curve, thence along said curve to the left with a radius of 314.45 feet, through a central angle of 02 degrees 08 minutes 40 seconds, an arc distance of 11.77 feet to a point of compound curve, thence along said curve to the left with a radius of 20.00 feet, through a central angle of 90 degrees 46 minutes 17 seconds, an arc distance of 31.69 feet, thence North 47 degrees 17 minutes 50 seconds East 30.86 feet to a point of curve to the right, thence along said curve with a radius of 122.83 feet, through a central angle of 42 degrees 30 minutes 38 seconds, an arc distance of 91.13 feet, thence North 89 degrees 48 minutes 28 seconds East 17.00 feet to a point of curve to the left, thence along said curve with a radius of 34.37 feet, through a central angle of 72 degrees 41 minutes 03 seconds, an arc distance of 43.60 feet, thence North 17 degrees 07 minutes 25 seconds East 89.94 feet to the POINT OF BEGINNING, containing 1.98 acres, more or less.

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745129
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
DEC 26 1 28 PM 1985
PLATE OF MOUNTAIN RECORDS

ROAD MAINTENANCE AFFIDAVIT
ADDENDUM TO THE RESTATED PROTECTIVE COVENANTS FOR
" 1300 LIVE OAK PLANTATION "

Whereas, Jim Weatherly Builder, Inc. is the developer of "1300 Live Oak Plantation" located in Leon County, Florida; and

Whereas, Jim Weatherly Builder, Inc. remains the owner of sixteen (16) lots within "1300 Live Oak Plantation" and all other property within "1300 Live Oak Plantation" that is to be utilized for common area, utilities and ingress and egress; and

Whereas, Jim Weatherly Builder, Inc. does so desire and has found it necessary to bridge the period of time which currently exists between the date of the Restated Protective Covenants for "1300 Live Oak Plantation" filed and recorded in Official Records Book 1185, Page 1130, Leon County, Florida on November 27, 1985 and Article XI - Conveyance to Association located on pages five (5) and six (6), respectively, of the Restated Protective Covenants for "1300 Live Oak Plantation"; and

Therefore, it is hereby agreed and stated, as of the date of this Agreement, that Jim Weatherly Builder, Inc., a Florida Corporation, together and with James F. Weatherly, Jr., personally and individually shall accept full and consummate responsibility for the maintenance and upkeep of the private roads, parking easements and ponds for that interim period of time prior to conveyance to the Homeowner's Association pertinent to the Restated Protective Covenants for "1300 Live Oak Plantation". Let it be further stated that the aforesated full and consummate responsibility for the maintenance and upkeep of the private roads, parking easements and ponds shall not extend beyond the earlier of:

- (1) Later than sixty (60) days following the conveyance of all lots in the Subdivision by the subdivider to persons other than affiliates or subsidiaries of Subdivider, and in no event later than
- (2) Five (5) years from the date of transfer of the first unit or lot to an owner.

This Addendum to the Restated Protective Covenants is deemed to be and shall become an integral addition to the Restated Protective Covenants for "1300 Live Oak Plantation".

Signed, sealed and delivered on this 20 day of December,
19 85.

TJAD MAINTENANCE AFFIDAVIT
ADDENDUM TO THE RESTATED PROTECTIVE
COVENANTS FOR "1300 LIVE OAK
PLANTATION"

OR1189PG 14

SIGNATURE PAGE

Signed, sealed and delivered in
the presence of:

JIM WEATHERLY BUILDER, INC.

Calvin F. Wiley
Edna Mincey
Calvin F. Wiley
Edna Mincey

BY: [Signature]
James F. Weatherly, Jr.
President

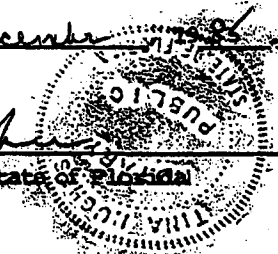
BY: [Signature]
James F. Weatherly, Jr.
An Individual

State of Florida
County of Leon

I hereby certify that on this day, before me, an officer duly authorized in
the State and County aforesaid to take acknowledgements, personally appeared
James F. Weatherly, Jr., President of Jim Weatherly Builder, Inc.
and James F. Weatherly, Jr., an individual, and he acknowledged
executing the foregoing instrument freely and voluntarily under authority duly
vested in him personally and by the stated Corporation.

Witness my hand and seal this 20 day of December 1986

[Signature]
Notary Public, State of Florida
at Large:



My Commission Expires: 1-19-86

Prepared by:
KAREN K. LOVE, Vice-President
Andrew Jackson State Savings
and Loan Association
2001 Apalachee Parkway
Tallahassee, Florida 32301