

OF **OR1138PC 78**
RESTRICTIVE COVENANTS OF
LUCERNE AT WOODLANDS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this
31 day of October, 1984, by FLORIDA GENERAL TRUCKING, INC.,
hereinafter referred to as "Declarant," for itself, its successors,
grantees and assigns.

W I T N E S S E T H:

I. PROPERTY

The Declarant is the owner of certain real property
located in Leon County, Florida, more particularly described
in Exhibit "A" attached hereto and made a part hereof.

II. IMPROVEMENTS

The Declarant has improved the real property
described in Exhibit "A" by constructing thereon certain
buildings and other improvements. The Declarant further intends
to impose upon such property mutually beneficial restrictions
under a general plan for the benefit of all parcels of real
property and subsequent purchasers thereof. The lands have
been divided into twenty (20) parcels, each parcel having
thereon a townhouse. All common areas as herein defined will
be owned by Lucerne at Woodlands Homeowners' Association, Inc., a
corporation not for profit, to be organized as herein described.
These covenants and restrictions are hereby imposed on all lands
described in Exhibit "A."

III. NAME AND ADDRESS

The name by which the property shall be known and
identified is Lucerne at Woodlands, and its address is
3219 Thomasville Road, Tallahassee, Florida.

Prepared by:
W. Guy McKenzie, Jr.
P.O. Box 1200
Tallahassee, FL 32302
904/576-1221

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RECORDS OF FLORIDA CO. FILE
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PAUL S. HANKS
CLERK OF CLERK OF COURT

IV. SUBMISSION OF PROPERTY
TO RESTRICTIVE COVENANTS

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Declarant does hereby impress and impose upon the property the Restrictive Covenants, obligations, covenants, and conditions set forth and provided for herein, and they shall be binding upon Declarant, and its successors, grantees and assigns. All reservations, easements, and cross-easements set forth herein shall refer to and incorporate these Restrictive Covenants, be deemed to have been granted, excepted or reserved, as the case may be, and shall be binding upon any grantee or grantor, or their assigns as if set forth therein in full.

V. DEFINITIONS

The terms used in these Restrictive Covenants shall have meanings as follows:

- (a) "TOWNHOUSES" means the parcels of real property, and the improvements thereon, as identified in Exhibit "B."
- (b) "HOMEOWNER" means the owner of a Townhouse.
- (c) "ASSOCIATION" means Lucerne at Woodlands Homeowners' Association, Inc., a corporation not for profit, and its successors, which Association shall own in fee simple all common areas and shall be the entity responsible for the operation and management of the common areas and have such other rights, duties, and obligations as are set forth in these Restrictive Covenants and its Charter and By-Laws.
- (d) "CHARTER" means the Articles of Incorporation of Lucerne at Woodlands Homeowners Association, Inc., a corporation not for profit.
- (e) "BY-LAWS" shall mean such By-Laws as are established from time to time by Lucerne at Woodlands Homeowners' Association, Inc., a corporation not for profit.
- (f) "COMMON AREAS" or "COMMON ELEMENTS" means the portions of the real property held and owned by the Association.
- (g) "COMMON EXPENSE" means the expenses for which the homeowners are liable to the Association.

(h) "ASSESSMENT" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

(i) "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of common elements, over the amount of common expenses.

(j) "PROPERTY" means and includes the land described in Exhibits "A" and "B", whether or not contiguous, and all improvements thereon and hereafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the property and necessary to effectuate the purpose and intent of the Declarant set forth in these Restrictive Covenants.

(k) "DEVELOPER" means FLORIDA GENERAL TRUCKING, -INC., a Florida corporation.

VI. DESCRIPTION OF IMPROVEMENTS
AND PLOT PLAN

There is attached hereto a graphic description of the improvements and a plot plan thereof setting forth and identifying the common elements and each Townhouse and their relative locations and approximate dimensions and the portions of each Townhouse which are specifically subject to the cross-easements with all other Townhouses for pedestrian walkways, ingress and egress, rights of way, parking areas, easements of the City of Tallahassee for water main and underground electricity, Centel for underground telephone service, cable TV, and other similar uses. Said attachments are marked Exhibit "C" and are by reference made a part hereof.

VII. TOWNHOUSES AND BOUNDARIES THEREOF

Each Townhouse shall consist of and contain the portion thereof bounded by the following:

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

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

(i) With regard to exterior walls, the exterior surface of said walls shall be a boundary except where there is attached to the building any improvements serving only such Townhouse in which event the boundary shall be such as will include such improvements; and

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

(c) Individual parcels of real property on which are located Townhouses are shown on Exhibit "C" and are more particularly described in Exhibit "B." Any conveyance of a Townhouse by unit number or other similar designation as shown on the attached plat (Exhibit "C") or as more specifically set forth in Exhibit "B" shall be deemed to include a conveyance of both the Townhouse and the land relating thereto as described and contemplated by this paragraph. The deed to each Townhouse hereafter conveyed may refer to these Restrictive Covenants as recorded and the appropriate units identified in Exhibit "C" as more particularly described in Exhibit "B" and said reference shall constitute said description of real property and the Townhouse as if fully set forth in said deed.

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

VIII. COMMON AREAS

All portions of the property not included or encompassed within the Townhouses as defined in Paragraph VII shall be common areas (and shall be owned by the Homeowners' Association) and shall include but not necessarily be limited to all land not specifically included in the description of a Townhouse, the airspace above all structures, all bearing walls, all bearing columns, all buildings and improvements not included in Townhouses, parking spaces, streets, trees and landscaping, except as may be otherwise specifically provided herein.

IX. CROSS-EASEMENTS

Declarant hereby specifically reserves, excepts, imposes and creates certain cross-easements which shall not in

any manner be construed to be in limitation of those easements defined and set forth in Paragraph XXV infra, and said cross-easements hereby defined are declared to be easements and covenants running with the land in relation to the Townhouses herein defined and in relation to the common areas and lands owned by the Homeowners' Association. On the plot plan mentioned in Paragraph VI above, and attached hereto as Exhibit "C," there is defined and set forth certain areas of the real property described in Exhibit "A" which are identified as Common Area and a 30' wide area for ingress, egress and utility easements constituting parts of the real property which shall be subject to cross-easements for parking, pedestrian walkways, ingress and egress and other similar uses, whether said lands are or shall be owned by Declarant, individual Townhouse owners, the Association, or any other person. As to said areas shown on said Exhibit "C," there is hereby reserved, created and imposed upon said areas, cross-easements for the use and benefit of the Association and all individual homeowners for the purposes as set forth and shown on said plot plan. The specific use of said cross-easements for ingress, egress, parking, pedestrian traffic and other similar uses may be reasonably regulated by the Association in its rules and regulations. It is the intent of the Declarant that all of the Property (as described in Exhibit "A") shall be subject to the cross-easements hereby imposed, excepting only that portion of any Townhouse enclosed as defined in Paragraph VII (a) and (b) above (the interior) and only that portion of the lot mentioned in Paragraph VII (c) which is within and enclosed by the patio fence as located on said parcel or parcels as of the date of recording of these Restrictive Covenants.

X. SUBDIVISION

No Townhouse may be divided or subdivided into a smaller dwelling unit or units.

XI. OWNERSHIP AND MANAGEMENT
OF COMMON AREAS

The fee simple ownership and management of the common areas and of the management and operation of the Property shall be vested in Lucerne at Woodlands Homeowners' Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, or to be organized at or about the time of execution of this Declaration of Restrictive Covenants. The Declarant and all homeowners covenant and agree that the association shall perform its duties in compliance with the following provisions:

(a) Each homeowner shall automatically, upon becoming the owner of a Townhouse, be a member of the Association and shall retain such membership until such time as his ownership ceases for any reason at which time his membership in the Association shall automatically terminate.

(b) Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the sale or encumbrance of the Townhouse to which it is appurtenant and then only to the purchaser or mortgagee of such Townhouse. Any attempt to make a prohibited transfer is void. In the event any homeowner should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and shall issue a new certificate to the purchaser of said Townhouse and thereupon the old certificate outstanding in the name of the seller shall be null and void and of no further force or effect.

XII. ASSESSMENTS AND LIENS

The Declarant, for each Townhouse owned within the project, hereby covenants and agrees and each homeowner, by the acceptance of a deed for a Townhouse located within the property, whether or not is shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges as herein set forth and as established by the Association, and

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(b) Special assessments for capital improvements which assessments are to be established and collected as hereinafter provided. In addition, each homeowner shall pay annual assessments and/or special assessments required by Lucerne at Woodlands Homeowners' Association, Inc.

The annual and special assessments together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the Townhouse or Townhouses owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such Townhouse or Townhouses. Assessments shall be made pursuant to the By-Laws of the Association. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his Townhouse. Notwithstanding any provisions to the contrary contained herein, the obligation of the Declarant to pay any assessment of any nature under the terms of this Declaration of Restrictive Covenants with regard to any Townhouse owned and held for sale by Declarant shall not commence until one hundred eighty (180) days after the first Townhouse is sold and transferred to a third party.

XIII. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the common areas and elements of the Property, and such other areas and elements which are maintained by the Association, whether or not owned by the Association or by a homeowner.

XIV. DEPOSIT OF ASSESSMENTS

Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held in trust for the homeowners in accordance with their respective interests therein.

XV. MAXIMUM ANNUAL ASSESSMENTS

Until January of the year immediately following the conveyance of the first Townhouse to a homeowner, the maximum annual assessment shall be \$600.00 (\$50.00 per month) per Townhouse to the Lucerne at Woodlands Homeowners' Association, Inc. From and after January 1, of the year immediately following the conveyance of the first Townhouse to a homeowner, the annual assessment shall be set by the Board of Directors of Lucerne at Woodlands Homeowners' Association, Inc. This maximum amount is in addition to special assessments by Lucerne at Woodlands Homeowners' Association, Inc.

XVI. SPECIAL ASSESSMENTS

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair, or replacement of the common elements or areas, including fixtures and personal property related thereto or for the exercise of the powers granted in Paragraph XXI; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association.

XVII. RATE OF ASSESSMENTS

All assessments, both annual and special, shall be divided equally among all members of the Association unless otherwise expressly provided herein. Assessments may be collected on a monthly basis.

XVIII. COLLECTION OF ASSESSMENTS

All assessments shall be due on the first day of each calendar month. Assessments and installments thereon paid on or before ten (10) days after the due date shall bear no interest. All such sums not paid within said period of time shall bear interest at the maximum rate permitted by law. Such interest shall run from ten (10) days after said sum or sums are due until the date of payment. Any partial payments shall be credited first to interest and then to the assessment. No set-offs shall be allowed to any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessment and interest or in connection with the enforcement of the lien resulting therefrom. In connection with any foreclosure of such lien or assessment and interest, the Association shall be entitled to the appointment of a receiver during said foreclosure proceedings and during any foreclosure of a lien or assessment and interest, the homeowner shall be required to pay a reasonable rental for the use of the Townhouse during the period that he occupies the same.

XIX. SERVICE CHARGE ON DELINQUENT ASSESSMENTS

In order to defray the cost of additional bookkeeping, billing, and related expenses, all assessments not paid within ten (10) days after the due date shall bear a service charge of \$5.00 per month from the due date thereof.

XX. EFFECTIVE TRANSFER OF TITLE ON ASSESSMENTS

The sale or transfer of any Townhouse shall not affect the assessment lien; provided, however, the sale or transfer

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of any Townhouse pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse from liability for any assessment thereafter becoming due or from the lien thereof. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the homeowners. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance, without prejudice to the rights of the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor to the Association and such grantee shall not be liable for nor shall the Townhouse conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount of the statement; provided, further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

XXI. BIDDING AT FORECLOSURE SALE

The Association shall have the power to bid on any Townhouse at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

XXII. ARCHITECTURAL CONTROL
COMMITTEE

The Board of Directors of the Association shall appoint an Architectural Control Committee and until such time as said committee is appointed, the Board of Directors shall serve as such committee. No homeowner shall erect or maintain any building, fence, wall, or other structure or shall any homeowner commence or make any exterior addition to or change

or alteration in the shape, color, or appearance of the exterior of existing improvements until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location, and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. Such approval may be withheld for any reason. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members until three (3) years from the date of recording of this Declaration or until all of the Townhouses have been conveyed by Declarant, whichever first occurs.

**XXIII. ADDITIONAL DUTIES AND POWERS
OF ASSOCIATION**

In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Own in fee simple, maintain, and otherwise own and manage all of the common elements and areas and all facilities, improvements, and landscaping thereof together with all property that may be acquired by the Association.

(b) Have the authority to obtain (but shall not be required to do so) for the benefit of all Townhouses, all the water, gas, cable television, and electric service and garbage collection.

(c) Grant easements where necessary for utilities, cable television, and sewer facilities over the common elements and areas to serve the common and open space areas and the Townhouses.

(d) Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in protecting the interest of the Association and its members.

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

XXIV. EXTERIOR MAINTENANCE OF
TOWNHOUSES AND OTHER AREAS

The Association shall, notwithstanding anything to the contrary contained in this Declaration and notwithstanding the ownership of any particular parcel of land, maintain all areas covered by cross-easements as set forth and defined in Paragraph IX above. The Association shall also maintain the landscaping including the trees, shrubs, and grass within the boundaries of each parcel, excluding any portion which these covenants or the rules and regulations define as being the responsibility of the homeowner. The Association may by rule and regulation set aside a portion of each parcel as to each Townhouse which may be landscaped by each respective homeowner. The Association shall not be responsible for maintenance of the air-conditioning units of the Townhouses; glass surfaces; landscaping inside the enclosed patio area of each Townhouse; repairs or replacements arising out of or caused by the willful or negligent act of the homeowner, his family, guests or invitees or caused by any of the perils covered by a standard form fire insurance policy with extended coverage endorsement thereon or caused by flood, earthquake, or other acts of God. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set

forth herein. Such items shall be the responsibility of each homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Board of Directors of the Association and after not less than thirty (30) days' notice to the homeowner, the Association shall have the right (but not the obligation) to enter the Townhouse and provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under the same terms and conditions as any other assessment. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right, after reasonable notice to the homeowner, to enter any Townhouse or upon any portion of the limited common elements.

XXV. EASEMENTS

The following easements shall be deemed to be covenants running with the land with relation to Townhouses, common areas and the property. These easements are not in limitation of any easement defined, imposed and created in Paragraph IX above but are supplemental thereto:

(a) Utility easements are reserved through the property for utility services in order to properly and adequately serve all areas of the Property; provided, however, that such easements through any Townhouse shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the homeowner. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair, and maintenance of electric, telephone, water, gas, cable television, and sanitary sewer lines and facilities, and drainage facilities.

(b) An easement is hereby reserved and granted for pedestrian traffic over, through, and across sidewalks, paths, walkways, and lanes as the same may exist from time to time upon, on or over the common

areas and those areas described in Paragraph IX. Said easements are hereby reserved and granted to the homeowners, their guests and invitees for vehicular and pedestrian traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements are specifically imposed on all areas of the property used as set forth above, including but not limited to the areas and parcels of property, defined, described and set forth in Paragraph IX above.

(c) If any Townhouse shall encroach upon any common element or area, or other Townhouse by reason of original construction, then an easement appurtenant to such encroaching Townhouse, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any original construction or uses of any common elements or area encroaches upon any Townhouse, then an easement appurtenant to such common element or area to the extent of such encroachment shall exist so long as such encroachment shall exist. As used herein the term "Original Construction" shall also be deemed to include any settlement, moving or shifting of such construction subsequent to the completion of construction.

(d) Whenever sanitary sewer, water, electricity, gas, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie in or upon Townhouses owned by other than the owner of a Townhouse served by said lines or connections, the owner of any Townhouse served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefor to enter upon any such Townhouses or to have the utility companies enter upon the Townhouses and the properties in or upon which said connections or lines or any portions thereof lie or are located, to repair, replace and generally maintain such connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, gas, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one (1) Townhouse, the owner of each Townhouse served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connection and lines as service his Townhouse.

(e) The Declarant, its successors and assigns, hereby reserve and there is hereby granted to Declarant, its successors and assigns, an easement for ingress and egress and for sewer, water, electricity, gas, telephone, cable television and similar facilities over, across, under, in and to all areas for the furnishing of such benefits and services to those lands described in Exhibit "A" attached hereto. Said easement shall also include the right to use such roadways as are located upon the property.

XXVI. LAND USE AND BUILDING TYPE

No Townhouse shall be occupied or used except for residential purposes by the homeowners, their tenants and social guests except that Declarant, its successors or assigns may use Townhouses for model home sites and for display and sales offices during sale of the Townhouses until the last Townhouse is sold.

XXVII. NUISANCES

No noxious or offensive activities shall be carried on in, upon, or around any Townhouse or in the common elements or areas nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them or which shall in any way interfere with the quiet enjoyment of each of the homeowners of his respective Townhouse or which shall in any way increase the rate of insurance for the property.

XXVIII. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any property at any time as a residence, either temporarily or permanently.

XXIX. SIGNS

No sign or billboard of any kind shall be displayed to the public view on any Townhouse or any portion of the common elements except one (1) sign of customary and reasonable dimension advertising the Townhouse for sale or rent or except signs used by Declarant, its business successors, agents or assigns to advertise the property or Townhouses during the construction and sale. No "For Sale" or "For Rent" signs shall be posted or displayed by homeowners other than Declarant until the Declarant has sold the last Townhouse.

XXX. GARBAGE DISPOSAL

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

XXXI. RADIO AND TELEVISION ANTENNAS

No homeowner may be permitted to construct or use and operate his own external radio or television antenna until such time as the Declarant has sold the last Townhouse and thereafter until such homeowner has obtained a written consent of the Board of Directors of the Association.

XXXII. RIGHT TO LEASE

The respective Townhouses shall not be rented by the owners thereof for transient or hotel purposes which shall be defined as rental for any period less than ninety (90) days. Other than the foregoing obligations, together with any other specific limitations set forth in this Declaration, the homeowners shall have the absolute right to lease their Townhouses, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation of said Association and the By-Laws of the Association. Only the person or party in possession of any Townhouse, whether the fee owner or his lessee, shall be entitled to the use of the common areas.

XXXIII. INSURANCE

All insurance policies upon the property, other than title insurance, shall be purchased by the homeowner individually.

XXXIV. LAWFUL USE

No immoral, improper, offensive, or unlawful use shall be made of the property or any part of it. All valid laws,

to recover its or his costs, including a reasonable attorney's fee. The failure of the Association or any homeowner to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove described documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

XXXIX. AMENDMENTS TO DECLARATION

Except as otherwise specifically provided herein, this Declaration of Restrictive Covenants may be amended in accordance with the following provisions:

(a) Notice of the proposed amendment shall be given in writing to the Board of Directors and homeowners. Such notice shall be deemed complete upon the mailing of the same by ordinary mail addressed to the homeowners at their respective Townhouses located within the property, at least seven (7) days prior to said meeting.

(b) At any meeting relating to which the above required notice has been given, a Resolution adopting said proposed amendment shall become effective upon compliance with the following:

(i) Said Resolution is approved by the Owners of seventy-five percent (75%) of the Townhouses together with approval of seventy-five percent (75%) of the Board of Directors; or

(ii) Said proposed amendment is approved by the owners of not less than eighty percent (80%) of the Townhouses; and

(iii) A copy of said Resolution, certified to by the President and Secretary of the Association as having been duly adopted, is filed in the Public Records of Leon County, Florida.

(c) Notwithstanding any of the above provisions contained in this Paragraph numbered XXXIX, no amendments shall be adopted which discriminates against any homeowner or group of homeowners without their express consent. No amendment shall change any boundaries of any Townhouse nor increase the percentage of the owner's obligation for common expenses unless the homeowner or homeowners affected thereby expressly consent to such action in writing.

(d) Until the first election of Directors, said amendments may be effectuated with regard to the required vote by affirmative vote of seventy-five percent (75%) of the Directors; provided, however, that the remaining limitations

zoning ordinances, and regulations of all governmental bodies having jurisdiction over the property shall be observed.

XXXV. REGULATIONS

Reasonable regulations concerning the use of property (including common areas and all other areas which the Association maintains, regardless of fee ownership), may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the Townhouses upon request.

XXXVI. LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the property, the Association shall not be liable to homeowners for injury or damage other than the cost of maintenance and repair as required hereunder caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third persons.

XXXVII. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION

Within a reasonable time after a casualty or loss to property for which the Association has ownership, and/or the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property.

XXXVIII. ENFORCEMENT OF OBLIGATIONS

Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and Regulations adopted by the Association. Upon failure of a homeowner to so comply, the Association and other homeowners shall have the right to institute legal proceedings to require such compliance. In any such proceedings the prevailing party shall be entitled

and conditions as hereinabove set forth shall be applicable to any amendment approved by said Directors.

XL. SALE, LEASE AND OTHER DISPOSITION
OF TOWNHOUSES BY DECLARANT

None of the limitations contained in this Declaration of Restrictive Covenants relating to the sale, leasing, devise, or otherwise disposing of Townhouses shall apply to Declarant.

XLI. DEVELOPMENT BY DECLARANT

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

XLII. TERMINATION OF RESPONSIBILITY
OF DECLARANT

At such time as the Declarant sells, conveys, or otherwise disposes of its interest in and to all of the Townhouses, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

XLIII. TITLES

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

XLIV. SEVERABILITY

The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase, or word contained in this Declaration or in the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

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XLV. MISCELLANEOUS

The term "Declarant" shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include either masculine or feminine where appropriate.

IN WITNESS WHEREOF, W. Guy McKenzie, Jr.

as Secretary-Treasurer of Declarant, FLORIDA GENERAL TRUCKING, INC., has hereunto set his hand and seal the day and year first above written.

FLORIDA GENERAL TRUCKING, INC.

WITNESSES:

Jeaneline M. Wheeler
Andrew Z. Rucin

By: W. G. McKenzie, Jr. (SEAL)

STATE OF FLORIDA
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 31 day of October, 1984 by W. Guy McKenzie, Jr.

Andrew Z. Rucin
Notary Public

My Commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 21, 1987
Spended Thru Terry Folsom Insurance, Inc.



LEGAL DESCRIPTION

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 786.27 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 49 seconds West 493.41 feet to the Easterly right-of-way boundary of State Road No. 61 (Thomasville Road), thence run North 03 degrees 58 minutes 39 seconds West along said right-of-way 67.84 feet to a point of a non-tangent curve concave to the West, thence from a tangent bearing of North 02 degrees 30 minutes 55 seconds East run Northerly along said right-of-way curve having a radius of 5576.48 feet, through a central angle of 02 degrees 42 minutes 54 seconds and for an arc distance of 264.24 feet (the chord bearing North 03 degrees 52 minutes 18 seconds East 264.03 feet, thence leaving said right-of-way run North 89 degrees 12 minutes 29 seconds East 331.71 feet, thence South 00 degrees 47 minutes 30 seconds East 155.00 feet, thence North 89 degrees 12 minutes 29 seconds East 144.00 feet, thence South 00 degrees 47 minutes 30 seconds East 175.21 feet to the POINT OF BEGINNING; containing 3.20 acres more or less.

EXHIBIT A

LEGAL DESCRIPTION -

UNIT 1A

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1085.71 feet, thence South 00 degrees 58 minutes 46 seconds East 108.63 feet, thence South 89 degrees 01 minutes 14 seconds West 38.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 01 minutes 14 seconds West 38.00 feet, thence North 00 degrees 58 minutes 46 seconds West 42.34 feet, thence North 89 degrees 01 minutes 14 seconds East along a common wall and a projection thereof, 38.00 feet, thence South 00 degrees 58 minutes 46 seconds East along a common wall and a projection thereof, 42.34 feet to the POINT OF BEGINNING; containing 1608.92 sq. feet or 0.04 acre more or less.

LEGAL DESCRIPTION -

UNIT 1B

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1085.71 feet, thence South 00 degrees 58 minutes 46 seconds East 66.29 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 58 minutes 46 seconds East 42.34 feet, thence South 89 degrees 01 minutes 14 seconds West 38.00 feet, thence North 00 degrees 58 minutes 46 seconds West along a common wall and a projection thereof, 42.34 feet, thence North 89 degrees 01 minutes 14 seconds East along a common wall and a projection thereof, 38.00 feet to the POINT OF BEGINNING; containing 1608.92 sq. feet or 0.04 acre more or less.

LEGAL DESCRIPTION

UNIT 1C

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1085.71 feet, thence South 00 degrees 58 minutes 46 seconds East 15.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 58 minutes 46 seconds East 50.99 feet, thence South 89 degrees 01 minutes 14 seconds West along a common wall and a projection thereof, 38.00 feet, thence North 00 degrees 58 minutes 46 seconds West along a common wall and a projection thereof, 50.99 feet, thence North 89 degrees 01 minutes 14 seconds East 38.00 feet to the POINT OF BEGINNING; containing 1937.62 sq. feet or 0.04 acre more or less.

LUCERNE AT WOODLANDS

LEGAL DESCRIPTION -

UNIT 1D

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1085.71 feet, thence South 00 degrees 58 minutes 46 seconds East 15.30 feet, thence South 89 degrees 01 minutes 14 seconds West 38.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 01 minutes 14 seconds West 38.00 feet, thence South 00 degrees 58 minutes 46 seconds East 50.99 feet, thence North 89 degrees 01 minutes 14 seconds East along a common wall and a projection thereof, 38.00 feet, thence North 00 degrees 58 minutes 46 seconds West along a common wall and a projection thereof, 50.99 feet to the POINT OF BEGINNING; containing 1937.62 sq. feet or 0.04 acre more or less.

LEGAL DESCRIPTION -

UNIT 2A

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1062.37 feet, thence South 00 degrees 45 minutes 30 seconds East 64.61 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 45 minutes 30 seconds East 40.67 feet, thence North 89 degrees 14 minutes 30 seconds East 34.00 feet, thence North 00 degrees 45 minutes 30 seconds West along a common wall and a projection thereof, 40.67 feet, thence South 89 degrees 14 minutes 30 seconds West along a common wall and a projection thereof, 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 2B

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1062.37 feet, thence South 00 degrees 45 minutes 30 seconds East 105.28 feet, thence North 89 degrees 14 minutes 30 seconds East 34.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 14 minutes 30 seconds East 34.00 feet, thence North 00 degrees 45 minutes 30 seconds West 40.67 feet, thence South 89 degrees 14 minutes 30 seconds West along a common wall and a projection thereof, 34.00 feet, thence South 00 degrees 45 minutes 30 seconds East along a common wall and a projection thereof, 40.67 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LUCERNE AT WOODLANDS

LEGAL DESCRIPTION -

UNIT 2C

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1062.37 feet, thence South 00 degrees 45 minutes 30 seconds East 23.94 feet, thence North 89 degrees 14 minutes 30 seconds East 34.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 45 minutes 30 seconds East along a common wall and a projection thereof, 40.67 feet, thence North 89 degrees 14 minutes 30 seconds East along a common wall and a projection thereof, 34.00 feet, thence North 00 degrees 45 minutes 30 seconds West 40.67 feet, thence South 89 degrees 14 minutes 30 seconds West 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 2D

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 653.72 to an iron pipe (found), thence South 89 degrees 12 minutes 29 seconds West 1062.37 feet, thence South 00 degrees 45 minutes 30 seconds East 23.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 45 minutes 30 seconds East 40.67 feet, thence North 89 degrees 14 minutes 30 seconds East along a common wall and a projection thereof, 34.00 feet, thence North 00 degrees 45 minutes 30 seconds West along a common wall and a projection thereof, 40.67 feet, thence South 89 degrees 14 minutes 30 seconds West 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acres more or less.

LEGAL DESCRIPTION -

UNIT 17A

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 feet to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 851.11 feet, thence North 00 degrees 52 minutes 02 seconds West 59.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 52 minutes 02 seconds West 40.67 feet, thence South 89 degrees 07 minutes 58 seconds West along a common wall and a projection thereof, 34.00 feet, thence South 00 degrees 52 minutes 02 seconds East along a common wall and a projection thereof, 40.67 feet, thence North 89 degrees 07 minutes 58 seconds East 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

Exhibit B
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LUCERNE AT WOODLANDS

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LEGAL DESCRIPTION -

UNIT 17B

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 feet to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 851.11 feet, thence North 00 degrees 52 minutes 02 seconds West 100.61 to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 52 minutes 02 seconds West 40.67 feet, thence South 89 degrees 07 minutes 58 seconds West 34.00 feet, thence South 00 degrees 52 minutes 02 seconds East along a common wall and a projection thereof, 40.67 feet, thence North 89 degrees 07 minutes 58 seconds East along a common wall and a projection thereof, 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 17C

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 feet to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 851.11 feet, thence North 00 degrees 52 minutes 02 seconds West 141.28 feet, thence South 89 degrees 07 minutes 58 seconds West 34.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 58 seconds West 34.00 feet, thence South 00 degrees 52 minutes 02 seconds East 40.67 feet, thence North 89 degrees 07 minutes 58 seconds East along a common wall and a projection thereof, 34.00 feet, thence North 00 degrees 52 minutes 02 seconds West along a common wall and a projection thereof, 40.67 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 17D

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 feet to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 851.11 feet, thence North 00 degrees 52 minutes 02 seconds West 59.94 feet, thence South 89 degrees 07 minutes 58 seconds West 34.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 58 seconds West 34.00 feet, thence North 00 degrees 52 minutes 02 seconds West 40.67 feet, thence North 89 degrees 07 minutes 58 seconds East along a common wall and a projection thereof, 34.00 feet, thence South 00 degrees 52 minutes 02 seconds East along a common wall and a projection thereof, 40.67 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 18A

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 942.07 feet, thence North 00 degrees 52 minutes 04 seconds West 113.75 feet, thence South 89 degrees 07 minutes 56 seconds West 38.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 56 seconds West 38.00 feet, thence South 00 degrees 52 minutes 04 seconds East 42.33 feet, thence North 89 degrees 07 minutes 56 seconds East along a common wall and a projection thereof, 38.00 feet, thence North 00 degrees 52 minutes 04 seconds East along a common wall and a projection thereof, 42.33 feet to the POINT OF BEGINNING; containing 1608.54 sq. feet or 0.037 acre more or less.

LEGAL DESCRIPTION -

UNIT 18B

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 feet to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 942.07 feet, thence North 00 degrees 52 minutes 04 seconds West 29.09 feet, thence South 89 degrees 07 minutes 56 seconds West 38.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 56 seconds West 38.00 feet, thence North 00 degrees 52 minutes 04 seconds West 42.33 feet, thence North 89 degrees 07 minutes 56 seconds East along a common wall and a projection thereof, 38.00 feet, thence South 00 degrees 52 minutes 04 seconds East along a common wall and a projection thereof, 42.33 feet to the POINT OF BEGINNING; containing 1608.54 sq. feet or 0.037 acre more or less.

LEGAL DESCRIPTION -

UNIT 18C

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 942.07 feet, thence North 00 degrees 52 minutes 04 seconds West 29.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 52 minutes 04 seconds West 42.33 feet, thence South 89 degrees 07 minutes 56 seconds West along a common wall and a projection thereof, 38.00 feet, thence South 00 degrees 52 minutes 04 seconds East along a common wall and a projection thereof, 42.33 feet, thence North 89 degrees 07 minutes 56 seconds East 38.00 feet to the POINT OF BEGINNING; containing 1608.54 sq. feet or 0.037 acre more or less.

Exhibit B
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LUCERNE AT WOODLANDS

LEGAL DESCRIPTION -

UNIT 18D

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 942.07 feet, thence North 00 degrees 52 minutes 04 seconds West 71.42 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 52 minutes 04 seconds West 42.33 feet, thence South 89 degrees 07 minutes 56 seconds West 38.00 feet, thence South 00 degrees 52 minutes 04 seconds East along a common wall and a projection thereof, 42.33 feet, thence North 89 degrees 07 minutes 56 seconds East along a common wall and a projection thereof, 38.00 feet to the POINT OF BEGINNING; containing 1608.54 sq. feet or 0.037 acre more or less.

LEGAL DESCRIPTION -

UNIT 19A

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 1092.10 feet, thence North 00 degrees 48 minutes 18 seconds West 29.02 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 48 minutes 18 seconds West 34.00 feet, thence South 89 degrees 11 minutes 42 seconds West along a common wall and a projection thereof, 40.67 feet, thence South 00 degrees 48 minutes 18 seconds East along a common wall and a projection thereof, 34.00 feet, thence North 89 degrees 11 minutes 42 seconds East 40.67 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 19B

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida, (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 1092.10 feet, thence North 00 degrees 48 minutes 18 seconds West 63.02 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 48 minutes 18 seconds West 34.00 feet, thence South 89 degrees 11 minutes 42 seconds West 40.67 feet, thence South 00 degrees 48 minutes 18 seconds East along a common wall and a projection thereof, 34.00 feet, thence North 89 degrees 11 minutes 42 seconds East along a common wall and a projection thereof, 40.67 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre more or less.

LEGAL DESCRIPTION -

UNIT 19C

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida. (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 49 seconds West 1092.10 feet, thence North 00 degrees 48 minutes 18 seconds West 97.02 feet, thence South 89 degrees 11 minutes 42 seconds West 40.67 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 11 minutes 42 seconds West 40.67 feet, thence South 00 degrees 48 minutes 18 seconds East 34.00 feet, thence North 89 degrees 11 minutes 42 seconds East along a common wall and a projection thereof, 40.67 feet, thence North 00 degrees 48 minutes 18 seconds West along a common wall and a projection thereof, 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre or less.

LEGAL DESCRIPTION -

UNIT 19D

Commence at the intersection of the centerline of State Road No. 61 (Thomasville Road) and the South boundary of Section 8, Township 1 North, Range 1 East, Leon County, Florida. (said intersection being located North 89 degrees 07 minutes 57 seconds East 1851.16 feet from a concrete monument marking the Southwest corner of said Section 8) and run North 89 degrees 07 minutes 57 seconds East along the Section Line and along the South boundary of property described in Official Records Book 968, Page 259 of the Public Records of Leon County, Florida, a distance of 1345.43 feet to a concrete monument, thence North 00 degrees 16 minutes 22 seconds East 324.51 to a concrete monument (found), thence South 89 degrees 07 minutes 45 seconds West 1092.10 feet, thence North 00 degrees 48 minutes 18 seconds West 29.02 feet, thence South 89 degrees 11 minutes 42 seconds West 40.67 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 11 minutes 42 seconds West 40.67 feet, thence North 00 degrees 48 minutes 18 seconds West 34.00 feet, thence North 89 degrees 11 minutes 42 seconds East along a common wall and a projection thereof, 40.67 feet, thence South 00 degrees 48 minutes 18 seconds East along a common wall and a projection thereof, 34.00 feet to the POINT OF BEGINNING; containing 1382.78 sq. feet or 0.03 acre or less.

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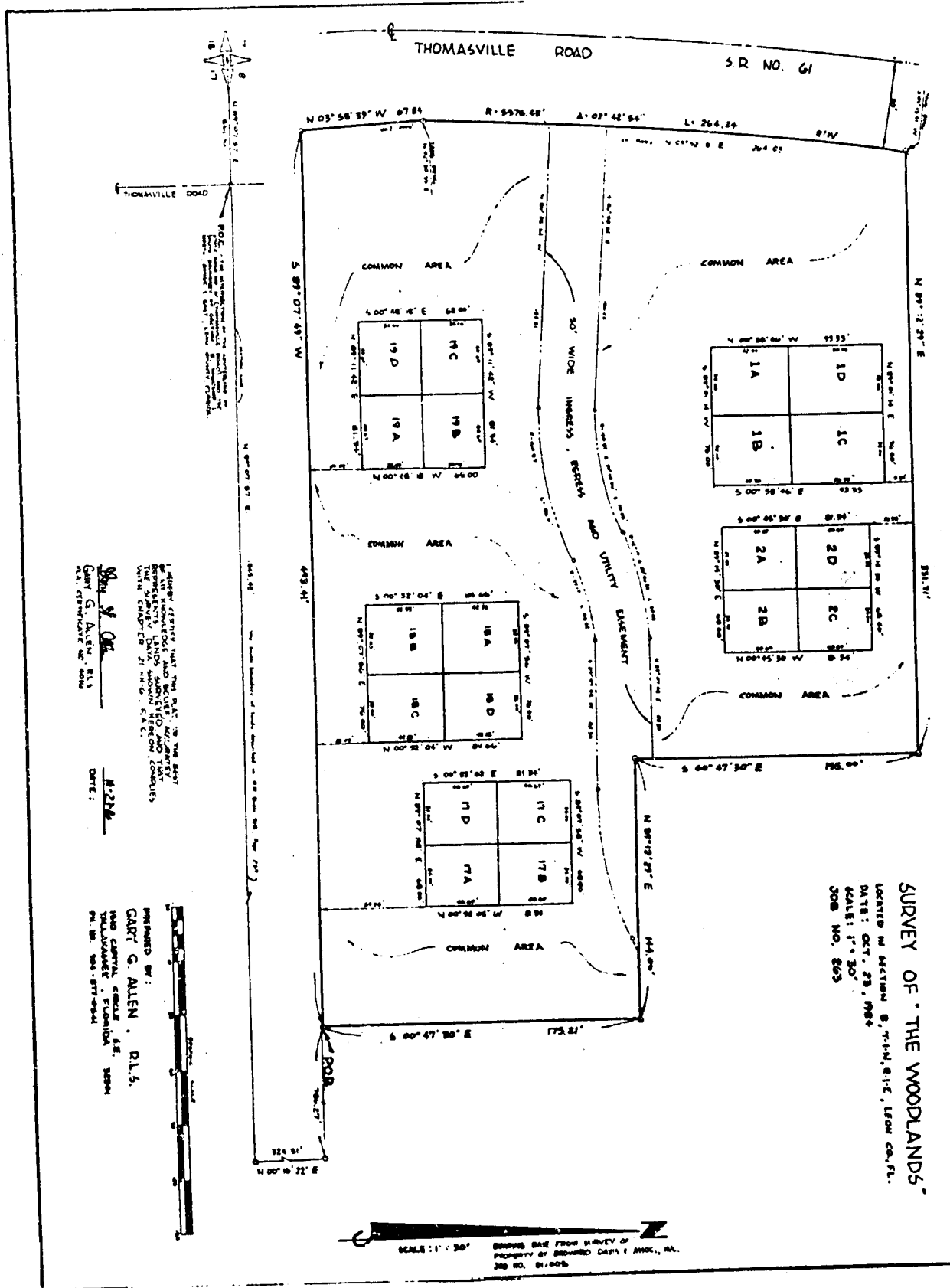


EXHIBIT "C"