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DECLARATION

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PAGE F. HEROSFIELD OF COVENANTS, CONDITIONS AND RESTRICTURED OF CIRCUIT COURT

OF TOWNSHIP ONE NORTH

THIS DECLARATION, made and executed this 5th day of une, 1987. by WILLIS BUILDERS, INC., a Florida corpora-Yon with its principal place of business in Leon County, Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Leon County, Florida, which is more particularly described as follows:

Commence at a concrete monument marking the Northeast Commence at a concrete monument marking the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida, also marking the Northeast corner of Lot 1, Block "D" of Betton Oaks Unit No. 2 as recorded in Plat Book 8, Page 50 of the Public Records of Leon County, Florida, and run North 00 degrees 09 minutes 54 seconds East along the Easterly boundary of said Betton Oaks Unit No. 2 a distance of 193.54 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run along the Easterly boundary of said Betton Oaks Unit No. 2 as follows: North 01 degree 12 minutes 24 seconds East 137.10 feet to a concrete monument, thence North 00 degrees 27 minutes 01 second West 67.45 feet to a concrete monument, thence North 07 degrees 21 minutes 58 seconds West 60.37 feet to a concrete monument, thence North 14 degrees 37 minutes 38 seconds East 207.10 feet to a concrete monument, thence North 89 degrees 34 minutes 15 seconds East 173.67 feet to a concrete monument, thence North 51 degrees 06 minutes 52 seconds West 61.22 feet to a concrete monument marking the most Easterly corner of Leon 10 the 10 t corner of the Northwest Quarter of Section 29, Township seconds West 199.90 feet to a concrete monument, thence North 51 degrees 06 minutes 52 seconds West 61.22 feet to a concrete monument marking the most Easterly corner of Lot 1, Block "C" of Betton Oaks Unit No. 1 as recorded in Plat Book 7, Page 41 of the Public Records of Leon County, Florida, thence leaving the boundary of said Betton Oaks Unit No. 2 run North 00 degrees 22 minutes 56 seconds West along the Easterly boundary of said Lot 1, Block "C" of Betton Oaks Unit No. 1 a distance of 85.30 feet to a concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of North 58 degrees 42 minutes 33 seconds West run Northwesterly along said curve with a radius of 260.00 feet, through a central angle of 12 degrees 33 minutes 27 seconds, for an arc distance of 56.98 feet to a concrete monument on the Southeasterly right of way boundary of Goodwood Drive (60 foot right of way), said concrete monument 1ying on a curve concave to the Northwesterly, thence from a tangent bearing of North 48 degrees 12 minutes 18 seconds East run Northeasterly along said right of way curve with a radius of 187.08 feet, through a central angle of 18 degrees 32 minutes 42 seconds, for an arc distance of 60.55 feet to a concrete monument lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 44 degrees 40 minutes 16 seconds East run Southeasterly along said curve with a radius of 200.00 feet, through a central angle of 45 degrees 43 This Instrument prepared Winutes 32 seconds, for an arc distance of 159.61 feet Ristrument prepared Winutes 32 seconds, for an arc distance of 159.61 feet Ristrument prepared Winutes 32 seconds, for an arc distance of 159.61 feet Ristrument prepared Winutes 32 seconds, for an arc distance of 159.61 feet Ristrument prepared Winutes 32 seconds, for an arc distance of 159.61 feet

RUSSELL D. GAUTIER Attorney at Law Post Office Box 670 Tallahassee, Florida 32302

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to a concrete monument, thence North 89 degrees 36 minutes 25 seconds East 7.58 feet to a concrete monument, thence South 00 degrees 28 minutes 17 seconds East 245.19 feet to a concrete monument, thence North 89 degrees 35 minutes 44 seconds East 104.30 feet to a concrete monument, thence North 89 seconds East 51.43 feet to a concrete monument, thence North 88 degrees 53 minutes 10 seconds East 213.79 feet to a concrete monument, thence North 88 degrees 53 minutes 10 seconds East 213.79 feet to a concrete monument, thence South 00 degrees 29 minutes 02 seconds East 90.80 feet to a concrete monument, thence South 00 degrees 22 minutes 20 seconds East 200.02 feet to a concrete monument, thence South 89 degrees 44 minutes 04 seconds West 183.38 feet to a concrete monument, thence South 00 degrees 34 minutes 29 seconds East 265.24 feet to a concrete monument in a fence, thence along said fence as follows: North 89 degrees 51 minutes 23 seconds West 100.20 feet to a concrete monument, thence South 89 degrees 38 minutes 35 seconds West 99.82 feet to a concrete monument, thence South 89 degrees 28 minutes 46 seconds West 303.74 feet to the POINT OF BEGINNING; containing 7.87 acres, more of less.

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

ARTICLE I

DEFINITIONS

<u>Section 1</u>. "Association" shall mean and refer to Township One North Homeowners Association, Inc., its successors and assigns.

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

<u>Section 3</u>. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions

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thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot consists of that property identified as Common Areas in Exhibit "A" attached hereto and by reference made a part hereof.

Section 5. Additional real property may be conveyed to the Association for the common use and enjoyment of the owners as the Properties are developed.

<u>Section 6</u>. "Lot" shall mean and refer to each plot of land described in Exhibit "A," attached hereto and by reference made a part hereof, with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to WILLIS
BUILDERS, INC., its successors and assigns if such successors or
assigns should acquire more than one undeveloped Lot from the
Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

- Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency,

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authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded).

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

<u>Section 1</u>. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

<u>Section 2</u>. The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 180.00 per Lot.

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

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- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized
Under Sections 3 and 4. Written notice of any meeting called for
the purpose of taking any action authorized under Section 3 or 4
shall be sent to all members not less than 30 days nor more than
60 days in advance of the meeting. At such meeting, the presence
of members or of proxies entitled to cast majority of all the
votes of each class of membership shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in

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the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties

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owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

Section 1. Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Ingress, Egress and Utilities.

The Declarant hereby reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for pedestrian walkways, drainage, utilities, ingress and egress over, across and under the property depicted as easement areas on Exhibit "A" attached hereto and by reference made a part hereof. Within these easements, no structure planting or other material, which may interfere with the use and purpose of the easement, shall be placed or permitted to remain.

Section 3. Additional Easement for Utilities Serving More
Than One Dwelling. The Declarant further reserves, excepts,
imposes and creates cross-easements to and on behalf of the
Declarant, the Owners, their grantees, heirs and successors in
interest for utility purposes over, across, under and through any
portion of the Properties upon which attached dwellings are
constructed for utility services; provided, however, that such
easements through attached dwellings shall be according to the

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plans and specifications or as the dwellings are actually constructed. Whenever utility lines or connections are installed within any Lot, and such lines or connections serve another Lot, the Owner of the Lot being served by such lines or connections shall have the right and is hereby granted an easement to enter upon the Lot on which the lines or connections are located to install, repair, replace and maintain such connections or lines as and when necessary. The Owner of a Lot being served by utility lines or connections serving more than one Lot shall be entitled to the full use and enjoyment of such portions of such lines and connections as service his Lot.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the

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Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any repairs or maintenance which will result in a material alteration of the exterior appearance of a residence (including, but not limited to, a change in the color of the exterior paint or stain) shall require prior approval of the Board or its architectural committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonably necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a

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larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

<u>Section 6.</u> <u>Arbitration.</u> In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE IX

NUISANCES

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

ARTICLE X

TEMPORARY STRUCTURES

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

ARTICLE XI

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

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ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of any Lot unless such installation and the size and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish.

Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVI

GARAGE AND PARKING RESTRICTIONS

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the driveway or attached garage located upon the Lot. No Owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle except wholly within the attached garage. Notwithstanding the foregoing, the Declarant may keep one of the Lots vacant and use the Lot for the purpose of providing storage for boats, campers and recreational trailers and vehicles owned and regularly used by the Lot Owners or convey the Lot to the Association for such purposes. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot. except wholly within the attached garage or for emergency repairs (and then only to the extent necessary to enable movement thereof to the attached garage or a proper repair facility). All garages shall be equipped with a garage door which shall remain closed at all times the garage is not in use.

ARTICLE XVII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XVIII GENERAL PROVISIONS

<u>Section 1</u>. <u>Enforcement</u>. The Association, or any Owner, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, the Declarant may amend the description of the Lots, as defined in Exhibit "A," without the consent of members, provided that the FHA and the VA approve any such amendment and the Amendment does not affect the description of a Lot previously conveyed and held by an Owner other than the Declarant. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area other than as described in this Declaration, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, being the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITHESSES:)
Atta K. M. Mariery
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WILLIS BUILDERS INC

Its:____

(CORPORATE SEAL)

STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared FE. WILLIS JR. to me known to be the person described as PRESIDENT of WILLIS BUILDERS, INC., a Florida corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

witness my hand and official seal in the County and State named above this State day of _______, A.D. 1987.

NOTARY PUBLIC

My Commission Expires:

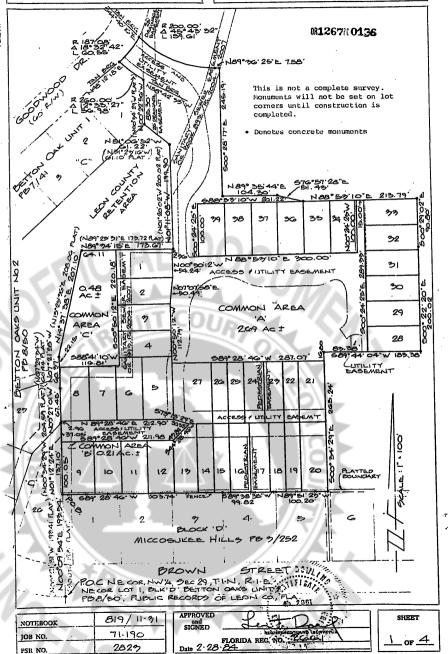
My Commission Expires June 21, 1991

BROWARD DAVIS & ASSOC., INC. PLANNING • SURVEYING • ENGINEERING DEVELOPMENT MANAGEMENT

2414 Mahan Drive P. O. Box 12367 Tallahassee, Florida 32317 904-878-4195 904-877-5900

WILLIS BUILDERS, INC.

SHEET TITLE PLAT OF TOWNSHIP ONE NORTH

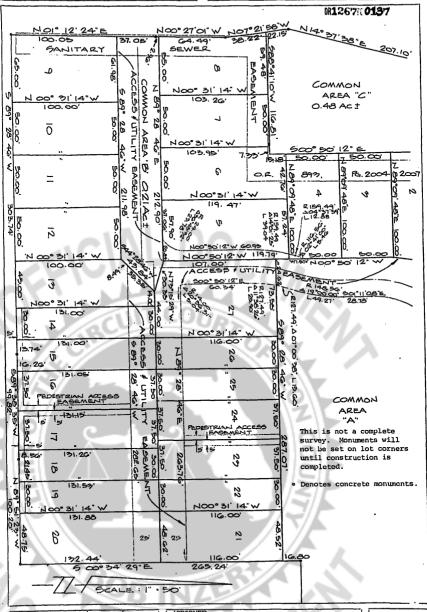


BROWARD DAVIS & ASSOC.. INC.

PLANNING . SURVEYING . ENGINEERING

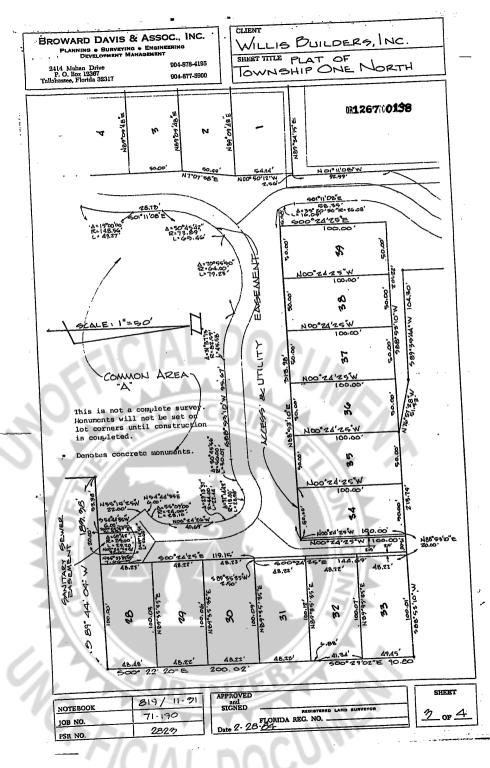
2414 Mahan Drive P. O. Box 12367 Taliahassee, Florida 32317 904-878-4195 904-877-5900 WILLIS BUILDERS, INC.

SHEET TITLE PLAT OF
TOWNSHIP ONE NORTH



NOTEBOOK	819/11-91	
JOB NO.		
PSR NO.	2823	

APPROVED and SIGNED		N		
	REGISTERED	LAND	SURVEYOR	
Date 2 . 28	FLORIDA REG. NO.			_

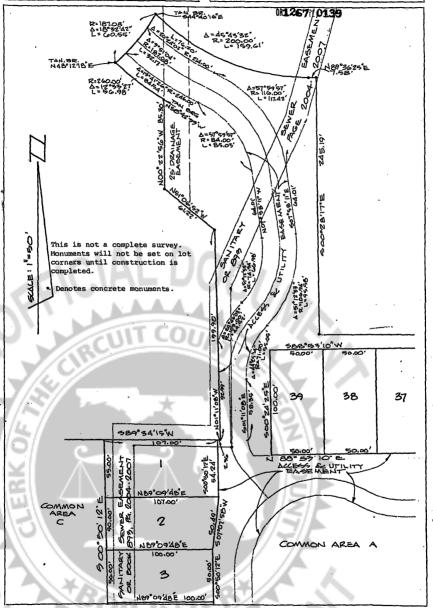


BROWARD DAVIS & ASSOC., INC. PLANNING - SURVEYING - ENGINEERING DEVELOPMENT MANAGEMENT

2414 Mahan Drive P. O. Box 12367 Tallahassee, Florida 32317

904-878-4195 904-877-5900 CLIENT WILLIS BUILDERS, INC.

SHEET TITLE PLAT OF
TOWNSHIP ONE NORTH



NOTEBOOK	819/11-31		
JOB NO.	71-190		
PSR NO	2823		

APPROVED and SIGNED	
	REGISTERED LAND SURVEYOR
Date 2-28	FLORIDA REG. NO

This Instrument Prepared by and Return to:
Aaron R. Holloway, Esq.
Address:

AUSLEY & MCMULLEN, P.A. 227 South Calhoun Street Tallahassee, Florida 32301

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TOWNSHIP ONE NORTH

THE MEMBERS OF TOWNSHIP ONE NORTH HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), by this instrument hereby amend the Declaration of Covenants, Conditions and Restrictions of Township One North, recorded in O.R. Book 1267, Page 0121 of the Public Records of Leon County, Florida (the "Declaration"). The following Amendment shall be covenants running with the land, binding upon the Members of the Association, Lot Owners, their heirs, personal representatives, assigns and successors, and all persons claiming any right, title or interest in the land, and all subsequent purchasers of land within the Township One North Subdivision, or any portion thereof, their heirs, personal representatives, successors and assigns.

WITNESSETH:

WHEREAS, Declarant, Willis Builders, Inc., executed and caused to be recorded the Declaration in Official Records Book 1267, Page 0121 of the Public Records of Leon County, Florida; and

WHEREAS, the Declaration provides in pertinent part that the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners; and

WHEREAS, less than twenty (20) years have passed since the Declaration was recorded; and

WHEREAS, more than ninety percent (90%) of the lot owners desire to amend the Declaration in the manner set forth below:

NOW, THEREFORE, Willis Builders, Inc., Willis Land Company and Carole Ann Willis, collectively owning ninety-seven and one-half percent (97.5%) of the lots in the Township One North Subdivision, by execution of this document hereby amend the Declaration and agree as follows:

1. ARTICLE IV, Section 3, shall be and is amended to read as follows:

Beginning January 1, 2006, the maximum annual assessment shall be \$900.00 per lot.

Amendment to Declaration of Covenants, Conditions and Restrictions of Township One North Page 1 of 3

amendment dec of covenants 12-23-05

- (a) The maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.
- The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy.
- The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.
- 2. ARTICLE IV, Section 5, shall be and is amended to read as follows:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Willis Builders, Inc., Willis Land Company, Inc., and Carole Willis, individually, have caused this Amendment to Declaration of Covenants, Conditions and Restrictions of Township One North executed as of the 30th day of December, 2005.

WITNESSES:

Christine A. Vause

Print or Type Name

Mary E. Dyal

Print or Type Name

Willis Builders, Inc., a Florida corporation

Carole A. Willis

President Its:

(CORPORATE SEAL)

Holder of approximately 66.66% of the lots in Township One North Homeowners Association

endment to Declaration of Covenants, Conditions and Restrictions of Township One North Page 2 of 3

endment dec of covenants 12-23-05

Clinica Wland

First Witness

Christine A. Vause

Print or Type Name

Second Witness

Mary E. Dyal

Print or Type Name

First Witness

Christine A. Vause

Print or Type Name

Second Witness

Mary E. Dyal

Print or Type Name

Willis Land Company, a Florida corporation

00,000

Carole A. Willis

Its: President

(CORPORATE SEAL

Holder of approximately 28.21% the lots in Township One North

Homeowners Association

Carole A. Willis, Individually

Holder of approximately 2.56% of the lots in Township One North Homeowners Association

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of December, 2005, by CAROLE ANN WILLIS, as President of Willis Builders, Inc., Willis Land Company, and individually, who () is personally known to me or () has produced as identification,

and who did/did not take an oath.

Signature of Notary Public

Notary Stamp/Seal:



Amendment to Declaration of Covenants, Conditions and Restrictions of Township One North Page 3 of 3

amendment dec of covenants 12-23-05



January 12, 2006

Ms. Carole A. Willis Willis Builders, Inc. 1611 Centerville Road Tallahassee, Florida 32308

Willis Builders Technical Amendment (TTA060001), Tax Parcels 11-20-16-000-0130, Re: 11-20-16-000-0140, 11-20-16-000-0150, 11-20-16-000-0160, 11-20-16-000-0170, 11-20-16-000-0180, 11-20-16-000-0190, 11-20-16-000-0200, 11-20-16-000-0210, 11-20-16-000-0220, 11-20-16-000-0230, 11-20-16-000-0240, 11-20-16-000-0250, 11-20-16-000-0260, and 11-20-16-000-0270.

Dear Ms. Willis:

This letter is to notify you that your application for a technical amendment filed January 3, 2006, and the revision received on January 11, 2006, has been approved, conditioned upon your return to this office a verified copy of the recording (with the Clerk of the Circuit Court of Leon County, Florida) within 30 days of this approval.

Page 1 of Attachment 1 includes the revised legal description of parcels 11-20-16-000-0130, 11-20-16-000-0140, 11-20-16-000-0150,

Page 2 of Attachment 1 includes the revised legal description of parcels 11-20-16-000-0160, 11-20-16-000-0170, 11-20-16-000-0180, 11-20-16-000-0190, 11-20-16-000-0200, 11-20-16-000-0210.

Page 3 of Attachment 1 includes the revised legal description of parcels 11-20-16-000-0220, 11-20-16-000-0230, 11-20-16-000-0240, 11-20-16-000-0250, 11-20-16-000-0260, and 11-20-16-000-0270.

Page 4 of Attachment 1 illustrates the original configuration of parcels 11-20-16-000-0130, 11-20-16-000-0140, 11-20-16-000-0150, 11-20-16-000-0160, 11-20-16-000-0170, 11-20-16-000-0180, 11-20-16-000-0190, 11-20-16-000-0200, 11-20-16-000-0210, 11-20-16-000-0220, 11-20-16-000-0230, 11-20-16-000-0240, 11-20-16-000-0250, 11-20-16-000-0260, and 11-20-16-000-0270.

Page 5 of Attachment 1 illustrates the revised configuration of parcels 11-20-16-000-0130, 11-20-16-000-0140, 11-20-16-000-0150, 11-20-16-000-0160, 11-20-16-000-0170, 11-20-16-000-0180, 11-20-16-000-0190, 11-20-16-000-0200, 11-20-16-000-0210, 11-20-16-000-0220, 11-20-16-000-0230, 11-20-16-000-0240, 11-20-16-000-0250, 11-20-16-000-0260, and 11-20-16-000-0270.

This approval is intended to meet the procedural requirements of the City of Tallahassee Subdivision Regulations only, and it does not waive any other applicable local, state, or federal regulations, nor does it constitute a "replat" of a subdivision recorded in the Public Records of

CITY HALL 300 South Adams Street Tallahassee, FL 32301-1731 850-891-0000

JOHN R. MARKS, III

ANITA R. FAVORS

ANDREW D. GILLUM Mayor Pro Tem

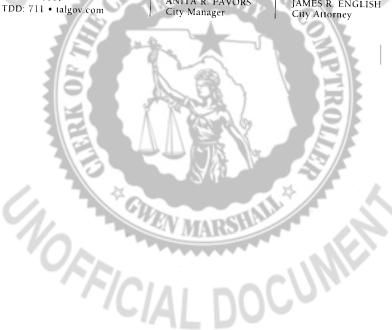
JAMES R. ENGLISH

ALLAN J. KATZ Commissioner

GARY HERNDON City Treasurer-Clerk DEBBIE LIGHTSEY Commissioner

SAM M. McCALL City Auditor

MARK MUSTIAN Commissioner



Mr. Thomas C. O'Steen Regional Center Technical Amendment December 7, 2005 Page 2

Leon County, Florida. This approval is pursuant to Section 20.12 of the City of Tallahassee Subdivision Regulations and is based on the following findings:

- 1. No additional lots nor streets are created; and
- 2. The parcels resulting from the technical amendment are not reduced below the minimum sizes required by applicable regulations; and
- 3. There is no change in the orientation of any parcel adjacent to streets; and
- 4. No streets are vacated; and
- 5. There will be no impact resulting from the proposed change which would require a public hearing before the Planning Commission.

Should you have any questions, please contact our office at (850) 891-7100.

Sincerely,

For the Director

Growth Management Department

Jay Schuck, NE LUES Team cc:

Mike Waters, Property Appraiser's Office

STATE OF FLORIDA **COUNTY OF LEON**

The foregoing instrument was acknowledged before me on this 12th day of January of 2006, by Wade L. Pitt, who is personally known to me and who did take an oath.

Tammy Marie Jimenez Commission # DD431022 Expires May 19, 2009

NOTARY PUBLIC STATE OF FLORIDA

MENEZ

sign:

print:

A DOCUMENTAL DOCUMENT

Witness

Witness:

LEGAL DESCRIPTION:

LOTS 13-27, A REPLAT OF TOWNSHIP ONE NORTH (UNRECORDED), A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1267, PAGES 121-139, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 73 degrees 15 minutes 29 seconds West a distance of 30.33 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 287.07 feet, thence run South 00 degrees 34 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 287.07 feet, thence run South 00 degrees 34 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 287.07 feet, thence run South 00 degrees 34 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 287.07 feet, thence run South 00 degrees 34 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 46 seconds West a distance of 287.07 feet, thence run South 00 degrees 34 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 28 minutes 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106.97 feet, thence run North 89 degrees 29 seconds West a distance of 106. BEGINNING, said lands containing 1.62 acres, more or less. seconds East a distance of 248.44 feet, thence run North 89 degrees 52 minutes 48 seconds West a distance of 100.00 feet, thence run South 89 degrees 39 minutes 50 seconds West a distance of 99.96 feet, thence run South 89 degrees 28 minutes 46 seconds West a distance of 88.61 feet to the POINT OF Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat

ALSO BEING DESCRIBED AS THE FOLLOWING 15 PARCELS:

Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 11.66 feet, thence run South 89 degrees 28 South 00 degrees 31 minutes 14 seconds East a distance of 131.03 feet, thence run South 89 degrees 28 minutes 46 seconds West a distance of 42.48 feet to the POINT OF BEGINNING, said lands containing 0.12 acres, more or less.

Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 257.48 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.03 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 30.00 feet, thence run South 00 degrees 31 minutes 14 seconds East a distance run South 89 degrees 28 minutes 46 seconds West a distance of 30.00 feet to the POINT OF BEGINNING, said lands containing 0.09 acres, more or less.

Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 287.48 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.03 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 30.00 feet, thence run South 00 degrees 31 minutes 14 seconds East a distance of 131.07 feet, thence run South 89 degrees 39 minutes 50 seconds West a distance of 13.86 feet, thence run South 89 degrees 28 minutes 46 seconds West a distance of 16.14 feet to the POINT OF BEGINNING, said lands containing 0.09 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1

SHEET INDEX

TECHNICAL AMENDMENT ORIGINAL BOUNDARY COVER SHEET & LEGAL DESCRIPTIONS

BHEDL

SYMBOLS & ABBREVIATIONS

A C CANTRAL MAGE

ACE - MORES & C OH COMB

D.R. - OFFICIAL RECORD BOOK

R. - RAURIS OR RAURE

D.R. - POWN COMPRETE MOMANICHT

FOLK FOUND COMPRETE MOMANICHT

FR. - FOUND ROM PRO

F. I.R.M. - FOUND ROM PRO

F. I.R.M. - FOUND ROM PRO

F. - FOUND ROM

S)=SEMER WANHOLE

TOP YILLIUM POLE

THERE ARE NO VISIBLE ENCROACHMENTS ON THIS PROPERTY, THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT THIE OR ABSTRACT TO THE SUBJECT PROPERTY, IT IS POSSIBLE THE ARE OTHER DEEDS, EASEMONTS, ETC., RECONDED OR UNRECORN THAT MAY AFFECT THE BOUNDARIES.

3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN THIS PROPERTY LIES IN FLOOD ZONE "X". AS PER FLOOD AN INSURANCE MAP PANEL No. 120143 0284 D, DATED 11/19/97.

5. IT IS POSSIBLE THERE ARE OTHER DRAINFACE STUDIES DONE SHOW FROM THE FLOOD INSURANCE RATE MAP AND ANY AFFECT FLOOD ZONE DESIGNATION. THAT THIS SURVEYOR HAS BEEN PROPUED. ADJOINERS, UNLESS NOTED WERE NOT FURNISHED TO THIS SUF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS WERE NOT RVEYOR NCE THE HAS NOT

DATE SIGNED
PROCESSIONAL LINE SURVEYOR

12/16/05
PROCESSIONAL LINE SURVEYOR

12/16/05
PROCESSIONAL RESERVEYOR

12/16/05
PROCESSIONAL RESERVEYO I HEREBY CERTIFY THIS SURVEY WAS PERFORMED UNDER MY RESPO AND SUPERVISION WILD THE BUT TWO DESERVEY MEETS OR EXCEEDS THE BEST OF MY WOOM, EDG TAND BUJEE. THE SURVEY MEETS OR EXCEEDS THE TECHNICAL SUMMERS FOR AND SURVEYING AS ESTABLISHED BY THE FL THE FLEICH SECTION OF THE PROPERTY OF T ONSIBLE DIRECTION URATE TO THE TO THE MINIMUM FLORIDA

O

8733

DRAWING: PROJECT: 8733-TA

BOUNDARY SURVEY OF PROPOSED TECHNICAL AMENDMENT OF: A REPLAT OF LOTS 13-27 TOWNSHIP ONE NORTH (UNRECORDED) O.R. 1267, PAGES 121-139 IN SECTION 29, T-1-N, R-1-E LEON COUNTY, FLORIDA



CERTIFIED TO:

GIBBES MILLER CONSTRUCTION, INC.

8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 303.62 feet thence run North 89 degrees 39 minutes 50 seconds East a distance of 13.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.07 feet, thence run degrees 29 minutes 14 seconds East a distance of 39.50 feet, thence run 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book Commencing at the Northeast corner of the Northwest Quarter of Section South 00 degrees 31 minutes 14 seconds East a distance of 131.19 feet, thence run South 89 degrees 39 minutes 50 seconds West a distance of 39.50 feet to the POINT OF BEGINNING, said lands containing 0.12 acres,

REVISED LOT 17

8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 303.62 feet thence run North 89 degrees 39 minutes 50 seconds East a distance of 53.36 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.19 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 39.50 feet thence, run South 00 degrees 31 minutes 14 seconds East a distance of 131.31 feet, thence run South 89 degrees 39 minutes 50 seconds West a distance of 39.50 feet to the POINT OF BEGINNING, said lands containing 0.12 acres, 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book Commencing at the Northeast corner of the Northwest Quarter of Section more or less.

REVISED LOT 18

minutes 14 seconds West a distance of 131.31 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 30.00 feet, thence run South 00 degrees 31 minutes 14 seconds East a distance of 131.59 feet, thence run North 89 degrees 52 minutes 48 seconds West a distance of 22.90 feet, thence run South 89 degrees 39 minutes 50 seconds West a distance of 7.10 feet to the POINT OF BEGINNING, said lands containing 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 303.62 feet thence run North 89 degrees 39 minutes 50 seconds East a distance of 92.86 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 0.09 acres, more or less. Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Commencing at the Northeast corner of the Northwest Quarter of Section

REVISED LOT 19

Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 303.62 feet thence run North 89 degrees 39 minutes 50 seconds East a distance of 99.96 feet, thence run South 89 degrees 52 minutes 48 seconds East a distance of 22.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.59 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 30.00 feet, thence run South 00 degrees 31 minutes 14 seconds East a distance of 30.00 feet, thence run North 89 degrees 52 minutes 48 seconds West a distance of 30.00 feet to the POINT OF BEGINNING, said lands containing 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Commencing at the Northeast corner of the Northwest Quarter of Section 0.09 acres, more or less.

REVISED LOT 20

distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 303.62 feet thence run North 89 degrees 39 minutes 50 seconds East a distance of 99.96 feet, thence run South 89 degrees 52 minutes 48 seconds East a distance of 52.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 31 minutes 14 seconds West a distance of 131.92 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 46.97 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 132.44 feet, thence run North 89 degrees 52 minutes 48 seconds West a distance of 47.10 feet to the POINT OF BEGINNING, said lands containing 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds Commencing at the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book Commencing at the Northeast corner of the Northwest Quarter of Section 0.14 acres, more or less.

REVISED LOT 21

Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 210.63 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 34 minutes 46 seconds East a distance of 47.00 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 116.00 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 47.00 feet to the POINT OF BEGINNING, said lands containing 0.13 acres, more or less.

Ø OF O PROJECT: 8733 DRAWING: 8733-TA

BOUNDARY SURVEY OF:
PROPOSED TECHNICAL AMENDMENT OF:
A REPLAT OF LOTS 13-27
TOWNSHIP ONE NORTH (UNRECORDED)
O.R. 1267, PAGES 121-139
IN SECTION 29, T-1-N, R-1-E
LEON COUNTY, FLORIDA



CERTIFIED TO:

GIBBES MILLER CONSTRUCTION, INC.

ATTACHMENT *____

8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 178.63 feet, to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 34 minutes 29 seconds West a distance of 115.99 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 115.99 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 115.99 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 32.00 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 32.00 feet to the POINT OF BEGINNING, said lands containing 0.09 acres, more or less. 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book Commencing at the Northeast corner of the Northwest Quarter of Section

REVISED LOT 23

8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 139.13 feet, to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 34 minutes 29 seconds West a distance of 115.98 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 39.50 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 115.99 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 39.50 feet to the POINT OF BEGINNING, said Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book lands containing 0.11 acres, more or less.

8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run 00 degrees 34 minutes 29 seconds West a distance of 115.98 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 40.83 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 115.98 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 40.83 feet, to the POINT OF BEGINNING, said 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book North 89 degrees 29 minutes 14 seconds East a distance of 98.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North Commencing at the Northeast corner of the Northwest Quarter of Section

8, Page 50), thence run North OO degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 64.97 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 34 minutes 29 seconds West a distance of 115.97 feet, thence run South 00 degrees 34 minutes 46 seconds East a distance of 33.33 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 33.33 feet to the POINT OF BEGINNING, said lands containing 0.09 acres, more or less. Commencing at the Northeast corner of the Northwest Quarter of Secti 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat B

REVISED LOT 26

29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet, thence run North 89 degrees 29 minutes 14 seconds East a distance of 31.64 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 34 minutes 46 seconds East a distance of 31.5.97 feet, thence distance of 115.97 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 33.33 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 33.33 feet to the POINT OF BEGINNING, said lands containing 0.09 acres, more or less. Commencing at the Northeast corner of the Northwest Quarter of Sect

Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat Book 8, Page 50), thence run North 00 degrees 09 minutes 54 seconds West a distance of 193.54 feet, thence run North 89 degrees 28 minutes 46 seconds East a distance of 215.00 feet, thence run North 00 degrees 35 minutes 35 seconds West a distance of 100.05 feet, thence run North 44 degrees 26 minutes 32 seconds East a distance of 43.79 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 73 degrees 19 minutes 33 seconds West a distance of 30.36 feet, thence run North 00 degrees 48 minutes E0 North 00 degrees 48 minutes 50 seconds West a distance of 106.99 feethence run North 89 degrees 28 minutes 46 seconds East a distance of 61.08 feet, thence run South 00 degrees 34 minutes 29 seconds East a distance of 115.97 feet, thence run South 89 degrees 29 minutes 14 seconds West a distance of 31.64 feet to the POINT OF BEGINNING, said lands containing 0.16 acres, more or less. Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida (Also the Northeast corner of Lot 1, Block "D", BETTON OAKS UNIT NO. 2, Plat B 73 run feet, of st a

SHEET

ω O.F. O

PROJECT: 8733 DRAWING: 8733-TA BOUNDARY SURVEY OF:

PROPOSED TECHNICAL AMENDMENT OF:
A REPLAT OF LOTS 13-27

TOWNSHIP ONE NORTH (UNRECORDED)
O.R. 1267, PAGES 121-139
IN SECTION 29, T-1-N, R-1-E
LEON COUNTY, FLORIDA

& ASSOCIATES, INC. 489 JOHN KNOX ROAD, TALLAHASSEE, FL. 32303 PHONE: (850) 385-1036 FAX: (850) 385-1108 LICENSED BUSINESS No. 6590

CERTIFIED TO:

GIBBES MILLER CONSTRUCTION, INC.

