

This instrument was prepared by  
and should be returned to:  
Russell D. Gautier, Esquire  
Moore, Williams, Bryant, Peebles  
& Gautier, P.A.  
Post Office Box 1169  
Tallahassee, Florida 32302

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA

AUG 4 3 20 PM '93

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BUCKHEAD SUBDIVISION

THIS DECLARATION is made and executed this 21st day of  
July, 1993, by Buckhead Partnership, a Florida general  
partnership, whose address is Post Office Box 13878, Tallahassee,  
Florida 32317, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

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

NOW THEREFORE, the Declarant hereby declares that all of the  
properties described in "Exhibit A" attached hereto 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

Section 1. "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.

Section 2. "Properties" shall mean and refer to that certain  
real property described in "Exhibit A" attached hereto, and such

additions thereto as may hereafter be effected pursuant to Article XXX.

Section 3. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Buckhead Subdivision, exclusive of the outparcels depicted thereon. The Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot.

Section 4. "Declarant" shall mean and refer to Buckhead Partnership, its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of the Declarant's rights hereunder.

Section 5. "Plat of Buckhead Subdivision" shall mean and refer to the final plat of Buckhead Subdivision a subdivision, to be recorded in the Public Records of Leon County, Florida.

#### ARTICLE II

##### EASEMENTS

The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property depicted as roadways, drainage easements, stormwater management facilities and utility easements on the Plat of Buckhead Subdivision

#### ARTICLE III

##### ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height,

materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Declarant (the "Architectural Committee"), as hereinafter provided. The initial Architectural Committee shall be Joseph R. Hannon, Nancy A. Hannon and Daniel M. Ausley. The Architectural Committee shall select a chairperson. The initial chairperson shall be Joseph R. Hannon. Upon the sale of all Lots by the Declarant, the majority of all Owners shall have the right to appoint the representatives to serve on the Architectural Committee with the Owners having one vote per Lot. The Declarant may designate an architect as a consultant to the Architectural Committee to review plans and specifications and advise and consult with the Architectural Committee on the plans and specifications. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The members appointed by the Declarant shall serve at the pleasure of the Declarant. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the chairperson of the Architectural Committee. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The

plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

(1) Building plans showing floor plans, front, side and rear elevations and the pitch of the roof.

(2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements and the location and identification of all trees and vegetation to be removed or destroyed.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties.

(2) Character and quality of exterior improvements.

(3) General quality in comparison with the existing improvements to the Lots.

- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of any Owner or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner of such improvement shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by any other Owner and the Declarant. The Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice

shall not prejudice the Declarant's or any other Owner's rights under this Declaration.

The Declarant may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

#### ARTICLE IV

##### LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. No above-ground swimming pool shall be approved or allowed. No outbuilding or other accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Architectural Committee, and does not exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility. Notwithstanding anything contained in this Declaration to the contrary, all outbuildings, cabins, barns, fences and other improvements now located on any portion of the Properties may be removed by the Declarant, and the existing cabin located on the property described in "Exhibit B" attached hereto may be maintained, improved and used as a sales office for the Declarant until such time as all Lots, including Lots in future annexed properties, have been sold and conveyed by the Declarant.

## ARTICLE V

## SULDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to resubdivide any Lot or change the boundaries of any Lot until conveyed by the Declarant.

## ARTICLE VI

## DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 2,250 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,200 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 2,250 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements and garages below grade level).

## ARTICLE VII

## BUILDING, DRIVEWAY AND FENCE LOCATION,

## SIGHT RESTRICTIONS AND ROOF PITCH

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than fifty (50) feet to the front Lot line; nearer than sixty (60) feet to the rear Lot line; nearer than twenty (20) feet to a side-interior Lot line; or nearer than thirty-five (35) feet to any side street line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building,

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provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than one (1) foot to an interior Lot line. No fence or wall shall be located nearer to the front Lot line than the rear of the primary building. No fence or wall shall exceed six (6) feet in height. No fence or wall shall be located nearer than two (2) inches to a Lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article III of this Declaration. The primary and front entrance of each detached single-family residence shall face the front Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lotline. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanation from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The roof of any building shall have a minimum roof pitch of 6/12. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.



## ARTICLE VIII

## GARAGES

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2) and no more than four (4) automobiles. No carport shall be allowed on any Lot. The Owner of each Lot shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have a side or rear entrance which shall face a property line that is not a road right of way.

## ARTICLE IX

## NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, 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, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building 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 (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by the Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

## ARTICLE XII

## ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the Owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article III of this Declaration. All pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

## ARTICLE XIII

## RADIO AND TELEVISION ANTENNA,

## FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street and in a manner in which

it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

## 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 are approved by the Architectural Committee.

## ARTICLE XV

## EXTERIOR MAINTENANCE

No weeds, underbrush or other unsightly growth shall be permitted to grow and remain on any Lot, and no refuse, trash or other unsightly material shall be placed or permitted to remain on any Lot. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, the sprinkler systems and the exterior of the building located on the Lot in a neat, safe and attractive condition.

## ARTICLE XVI

BOATS, TRAILERS, RECREATIONAL VEHICLES  
AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except entirely within an enclosed garage.

## ARTICLE XVII

## ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

## ARTICLE XVIII

## VEHICLES PROHIBITED

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

## ARTICLE XIX

## 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 any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. 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 or from

any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XX

TREE REMOVAL OR DAMAGE

AND MITIGATION

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee.

ARTICLE XXI

FACTORY BUILT STRUCTURES

No structure of any kind that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

ARTICLE XXII

DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate or pavers as approved by the Architectural Committee. All driveways shall have a minimum width of eight (8) feet and all sidewalks shall have a minimum width of four (4) feet. Black asphalt, gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner. Culverts beneath driveways shall have mitered end walls. No standing end walls shall be permitted. All driveways shall be constructed in a manner that will not alter or interfere with the drainage system within the Properties.

ARTICLE XXIII  
EXTERIOR FINISHES  
AND SHUTTERS

The exterior finish of all foundations shall be stucco or brick. The exterior finish of each side of each dwelling unit and accessory structure shall be stucco, brick, wood or such other material as may be specifically approved by the Architectural Committee, in its sole discretion, on a case-by-case basis. The exterior finish of each structure shall be consistent in quality, workmanship and detail on all sides of the structure. Hurricane and storm shutters may be used on a temporary basis, but shall be stored within an enclosed structure.

ARTICLE XXIV  
UTILITY CONNECTIONS  
AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

ARTICLE XXV  
HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

## ARTICLE XXVI

## WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article III above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed. No fence shall be approved with exposed stringers or other structural components which are visible from any adjoining Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article III above.

## ARTICLE XXVII

## FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, slings, slingshots, and bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate governmental authorities.

## ARTICLE XXVIII

## WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system or sewage disposal of any type shall be permitted on any Lot.

## ARTICLE XXIX

## CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one (1) year after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Declarant may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization,



pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot and the approved landscaping plan must be implemented.

#### ARTICLE XXX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant or 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. (a) Additional residential property and common areas within the properties described in "Exhibit B" attached hereto may be annexed by the Declarant without the consent of any Owner within ten (10) years from the date this Declaration is recorded in the Public Records of Leon County, Florida. (b) Additional residential property and Common Areas may be annexed to the Properties with the consent of the Owners of two-thirds (2/3) of the Lots and the Declarant. (c) Any such annexation shall

subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by the Declarant. No provisions contained herein shall prevent the Declarant, or the Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as the Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. 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 unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Melissa L. West  
Melissa L. West  
Print or type name.

Brenda C. Hutto  
Brenda C. Hutto  
Print or type name.

Melissa L. West  
Melissa L. West  
Print or type name.

Brenda C. Hutto  
Brenda C. Hutto  
Print or type name.

Brenda C. Hutto  
Brenda C. Hutto  
Print or type name.

Melissa L. West  
Melissa L. West  
Print or type name.

Celeste F. Lewis  
Celeste F. Lewis  
Print or type name.

Lisa M. Vost  
Lisa M. Vost  
Print or type name.

Buckhead Partnership,  
a Florida general partnership

By: [Signature]  
Joseph R. Hannon  
Its: General Partner

By: Nancy A. Hannon  
Nancy A. Hannon  
Its: General Partner

By: F and A Partnership, a  
Florida general partnership  
Its: General Partner

By: A.C.T., Inc.  
Its: General Partner

By: [Signature]  
Daniel M. Ausley  
Its: Vice President  
(Corporate Seal)

By: Frazee Family Partners,  
Inc.  
Its: General Partner

By: [Signature]  
John P. Frazee, Jr.  
Its: President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th  
day of July, 1993, by Joseph R. Hannon, as General Partner  
of Buckhead Partnership, a Florida general partnership, on behalf  
of the partnership. He is personally known to me or has produced  
N/A as identification and did not  
take an oath.

Brenda C. Hutto  
Signature  
Brenda C. Hutto  
Print or type name.  
NOTARY PUBLIC  
My commission # \_\_\_\_\_  
expires: \_\_\_\_\_



BRENDA C. HUTTO  
MY COMMISSION # CC 053113 EXPIRES  
November 23, 1994  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th  
day of July, 1993, by Nancy A. Hannon, as General Partner  
of Buckhead Partnership, a Florida general partnership, on behalf  
of the partnership. She is personally known to me or has produced  
N/A as identification and did not  
take an oath.

Brenda C. Hutto  
Signature  
Brenda C. Hutto  
Print or type name.  
NOTARY PUBLIC  
My commission # \_\_\_\_\_  
expires: \_\_\_\_\_



BRENDA C. HUTTO  
MY COMMISSION # CC 053113 EXPIRES  
November 23, 1994  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th  
day of July, 1993, by Daniel M. Ausley, as Vice President  
of A.C.T., Inc., a Florida corporation, on behalf of the corpora-  
tion as General Partner of F and A Partnership, a Florida general  
partnership, as General Partner of Buckhead Partnership, a Florida  
general partnership, on behalf of Buckhead Partnership. He is  
personally known to me or has produced N/A  
N/A as identification and did not take an oath.

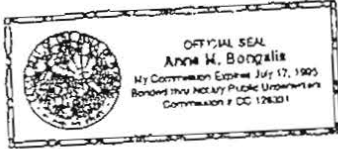
Brenda C. Hutto  
Signature  
Brenda C. Hutto  
Print or type name.  
NOTARY PUBLIC  
My commission # \_\_\_\_\_  
expires: \_\_\_\_\_



BRENDA C. HUTTO  
MY COMMISSION # CC 053113 EXPIRES  
November 23, 1994  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 1993, by John P. Frazee, Jr., as President of Frazee Family Partners, Inc., a Florida corporation, on behalf of the corporation as General Partner of F and A Partnership, a Florida general partnership, as General Partner of Buckhead Partnership, a Florida general partnership, on behalf of Buckhead Partnership. He is personally known to me or has produced personally known as identification and did not take an oath.



Anna Maria Bongalis  
Signature  
Anna Maria Bongalis  
Print or type name.  
NOTARY PUBLIC  
My commission # 128331  
expires: 7/17/95

# LEGAL DESCRIPTION

## BUCKHEAD, PHASES 1A AND 2A

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A TERRA COTTA MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 11 AND RUN SOUTH 00 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION 11 A DISTANCE OF 465.00 FEET, THENCE NORTH 38 DEGREES 12 MINUTES 34 SECONDS WEST 149.41 FEET, THENCE SOUTH 59 DEGREES 26 MINUTES 10 SECONDS WEST 238.69 FEET, THENCE SOUTH 60 DEGREES 20 MINUTES 16 SECONDS WEST 74.00 FEET, THENCE NORTH 29 DEGREES 39 MINUTES 44 SECONDS WEST 41.72 FEET, THENCE SOUTH 60 DEGREES 20 MINUTES 16 SECONDS WEST 193.81 FEET, THENCE NORTH 22 DEGREES 31 MINUTES 58 SECONDS WEST 86.34 FEET, THENCE SOUTH 86 DEGREES 54 MINUTES 04 SECONDS WEST 75.00 FEET, THENCE SOUTH 59 DEGREES 55 MINUTES 37 SECONDS WEST 164.73 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 1132.19 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 125.87 FEET (THE CHORD OF SAID ARC BEING NORTH 24 DEGREES 52 MINUTES 50 SECONDS WEST 125.81 FEET), THENCE SOUTH 61 DEGREES 56 MINUTES 04 SECONDS WEST 68.00 FEET, TO A POINT LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 1064.19 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 49 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 34.01 FEET (THE CHORD OF ARC BEING SOUTH 27 DEGREES 09 MINUTES 00 SECONDS EAST 34.00 FEET), THENCE SOUTH 62 DEGREES 57 MINUTES 05 SECONDS WEST 187.84 FEET, THENCE SOUTH 14 DEGREES 13 MINUTES 23 SECONDS WEST 124.79 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 85 DEGREES 42 MINUTES 55 SECONDS WEST 342.48 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 01 DEGREE 02 MINUTES 18 SECONDS WEST 568.57 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 52 MINUTES 02 SECONDS WEST 168.51 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST 61.26 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 70 DEGREES 35 MINUTES 25 SECONDS WEST 72.25 FEET, THENCE SOUTH 79 DEGREES 46 MINUTES 13 SECONDS WEST 161.46 FEET, THENCE NORTH 03 DEGREES 16 MINUTES 06 SECONDS WEST 554.97 FEET, THENCE NORTH 23 DEGREES 11 MINUTES 56 SECONDS WEST 228.00 FEET, THENCE NORTH 42 DEGREES 07 MINUTES 49 SECONDS WEST 310.00 FEET, THENCE SOUTH 73 DEGREES 15 MINUTES 52 SECONDS WEST 100.00 FEET, THENCE SOUTH 24 DEGREES 15 MINUTES 57 SECONDS WEST 101.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE SOUTHERLY, THENCE WESTERLY ALONG SAID CURVE WITH A RADIUS OF 439.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 62.72 FEET (THE CHORD OF SAID ARC BEING NORTH 69 DEGREES 49 MINUTES 39 SECONDS WEST 62.67 FEET), THENCE NORTH 73 DEGREES 55 MINUTES 14 SECONDS WEST 104.60 FEET, THENCE SOUTH 04 DEGREES 19 MINUTES 25 SECONDS WEST 73.54 FEET, THENCE SOUTH 73 DEGREES 55 MINUTES 14 SECONDS EAST 89.61 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 367.00 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 42 MINUTES 32 SECONDS, FOR AN ARC DISTANCE OF 75.00 FEET (THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 03 MINUTES 58 SECONDS EAST 74.87 FEET), THENCE SOUTH 30 DEGREES 03 MINUTES 26 SECONDS WEST 157.71 FEET, THENCE SOUTH 16 DEGREES 27 MINUTES 59 SECONDS EAST 255.00 FEET, THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS WEST 189.40 FEET, THENCE NORTH 19 DEGREES 43 MINUTES 16 SECONDS WEST 56.04 FEET, THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS WEST 77.00 FEET, THENCE SOUTH 19 DEGREES 43 MINUTES 16 SECONDS EAST 45.00 FEET, THENCE SOUTH 80 DEGREES 45 MINUTES 31 SECONDS WEST 368.03 FEET, THENCE NORTH 76 DEGREES 44 MINUTES 33 SECONDS WEST 260.00 FEET, THENCE NORTH 76 DEGREES 27 MINUTES 28 SECONDS WEST 112.11 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF CENTERVILLE ROAD, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY AS FOLLOWS: NORTH 16 DEGREES 39 MINUTES 09 SECONDS EAST 200.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 16 DEGREES 04 MINUTES 46 SECONDS EAST 100.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 17 DEGREES 13 MINUTES 31 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 14 DEGREES 56 MINUTES 02 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 16 DEGREES 04 MINUTES 46 SECONDS EAST 100.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 17 DEGREES 13 MINUTES 31 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 15 DEGREES 30 MINUTES 24 SECONDS EAST 300.00 FEET TO AN IRON PIN, THENCE NORTH 17 DEGREES 02 MINUTES 59 SECONDS EAST 130.24 FEET TO A CONCRETE MONUMENT ON THE NORTH BOUNDARY OF SAID SECTION 11, THENCE LEAVING THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID CENTERVILLE ROAD RUN NORTH 89 DEGREES 42 MINUTES 21 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 11 A DISTANCE OF 2978.33 FEET TO THE POINT OF BEGINNING; CONTAINING 57.83 ACRES, MORE OR LESS.

## BROWARD DAVIS &amp; ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMABROWARD F. DAVIS, PLS, RLS  
DAVID J. BARTLETT, PLS  
LARRY E. DAVIS, PLS  
RUFUS L. DICKEY, PLS  
LEE F. DOWLING, PLS, RLS  
TOMIE R. GREEK, P  
THERESA B. HEIMER, PEJERROLD R. HIGHTON, PLS  
WALTER A. JOHNSON, PE, PLS  
CLIFFORD M. LAMB, EJ  
WILLIAM C. SCHMID, AKP  
KATHLEEN R. SHRAUF, PE, PLS  
HEVINS C. SMITH, JR., PE  
ROGER V. WYNN, EJ

November 9, 1992

BUCKHEAD

## Overall Boundary

I hereby certify that the legal description shown hercon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21M-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A tract of land lying in Section 11, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta monument marking the Northeast corner of said Section 11 and run South 00 degrees 33 minutes 51 seconds East along the East boundary of said Section 11 a distance of 2377.33 feet to a concrete monument, thence South 89 degrees 32 minutes 05 seconds West along the North boundary of property described in Official Records Book 981, Page 777 of the Public Records of Leon County, Florida, and a projection thereof a distance of 1970.75 feet to a concrete monument, thence run South 89 degrees 25 minutes 31 seconds West along the North boundary of property described in Deed Book 210, Page 240 and Official Records Book 1072, Page 2315 of the Public Records of Leon County, Florida, a distance of 1654.92 feet to a concrete monument on the Easterly right of way boundary of Centerville Road, thence Northerly along said Easterly right of way boundary as follows: North 08 degrees 25 minutes 38 seconds East 7.05 feet to a Department of Transportation iron pin, thence North 15 degrees 33 minutes 34 seconds East 424.67 feet to a Department of Transportation iron pin, thence North 17 degrees 48 minutes 01 second East 138.18 feet, thence North 72 degrees 11 minutes 59 seconds West 77.32 feet, thence North 17 degrees 28 minutes 07 seconds East 70.64 feet, thence North 18 degrees 59 minutes 06 seconds East 100.21 feet, thence North 17 degrees 49 minutes 18 seconds East 100.21 feet, thence North 16 degrees 05 minutes 12 seconds East 100.22 feet, thence North 16 degrees 38 minutes 19 seconds East 100.19 feet, thence North 18 degrees 46 minutes 47 seconds East 44.63 feet, thence North 16 degrees 04 minutes 46 seconds East 55.50 feet.

"EXHIBIT B"

Page 1 of 3

2414 MAKAM DRIVE  
POST OFFICE BOX 12367  
TALLAHASSEE, FLORIDA 32306-2367  
(904) 876-4195 • (904) 876-2058 (FAX)1570 ROCK QUARRY ROAD  
POST OFFICE BOX 1343  
STOCKBRIDGE, GEORGIA 30281  
(404) 389-0229 • (404) 389-0223 (FAX)

BUCKHEAD  
Overall Boundary  
November 9, 1992  
Page No. 2

thence North 16 degrees 39 minutes 09 seconds East 100.00 feet, thence North 14 degrees 21 minutes 40 seconds East 100.04 feet, thence North 16 degrees 39 minutes 09 seconds East 200.00 feet, thence North 16 degrees 04 minutes 46 seconds East 100.00 feet, thence North 17 degrees 13 minutes 31 seconds East 100.02 feet, thence North 14 degrees 56 minutes 02 seconds East 100.02 feet, thence North 16 degrees 04 minutes 46 seconds East 100.00 feet, thence North 17 degrees 13 minutes 31 seconds East 100.02 feet, thence North 15 degrees 30 minutes 24 seconds East 300.00 feet, thence North 17 degrees 02 minutes 59 seconds East 130.25 feet to the North boundary of said Section 11, thence leaving the Easterly right of way boundary of said Centerville Road run North 89 degrees 42 minutes 21 seconds East along the North boundary of said Section 11 a distance of 2978.33 feet to the POINT OF BEGINNING.

Less and Except the following described property:

A tract of land lying in Section 11, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a terra cotta monument marking the Northeast corner of said Section 11 and run South 00 degrees 33 minutes 51 seconds East along the East boundary of said Section 11 a distance of 1395.99 feet, thence North 89 degrees 31 minutes 15 seconds West 1149.22 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 31 minutes 15 seconds West 477.92 feet to a concrete monument on the Easterly right of way boundary of a proposed roadway, thence North 00 degrees 20 minutes 55 seconds East along said right of way boundary 61.26 feet to a concrete monument, thence North 89 degrees 52 minutes 02 seconds East 168.51 feet to a concrete monument, thence North 01 degree 02 minutes 18 seconds East 568.57 feet to a concrete monument, thence North 85 degrees 42 minutes 55 seconds East 342.48 feet to a concrete monument, thence South 03 degrees 42 minutes 45 seconds West 661.10 feet to the POINT OF BEGINNING; containing 5.06 acres, more or less.

Also Less and Except:

The South Half of the following described property:

Five acres, more or less, in Section 11, Township 1 North, Range 1 East in the Northeast Quarter of the Northeast Quarter, more particularly described in General Probate Order Book 3, Page 212 as follows: Beginning at a point 7 chains West of the Northeast corner of Section 11, Township 1 North, Range 1 East, run thence West 2.50 chains, thence South 20 chains, thence East 2.50 chains, and thence North 20 chains to the POINT OF BEGINNING. The property being one-half of the property owned by Amy Burney Knight during her lifetime.

"EXHIBIT B"  
Page 2 of 3

2414 MAHAN DRIVE  
POST OFFICE BOX 12357  
TALLAHASSEE, FLORIDA 32300-2367  
(904) 878-4193 • (904) 878-2058 (FAX)

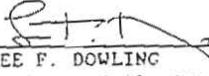
1570 ROCK QUARRY ROAD  
POST OFFICE BOX 1343  
STOCKBRIDGE, GEORGIA 30281  
(404) 389-0229 • (404) 389-0223 (FAX)



OR1659PG2030

BUCKHEAD  
Overall Boundary  
November 9, 1992  
Page No. 3

The foregoing described property containing, Less Exception, 174.18  
acres, more or less.

  
\_\_\_\_\_  
LEE F. DOWLING  
Registered Florida Surveyor No. 2661

BPD #75-201  
PSR #11505

"EXHIBIT B"  
Page 3 of 3

2414 MAHAM DRIVE  
POST OFFICE BOX 12367  
TALLAHASSEE, FLORIDA 32308-2367  
(904) 878-4195 • (904) 878-2058 (FAX)

1578 ROCK QUARRY ROAD  
POST OFFICE BOX 1343  
STOCKBRIDGE, GEORGIA 30281  
(404) 389-0229 • (404) 389-0223 (FAX)



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BOOK: R2068 PAGE: 00972  
NOV 18 1997 04:36 PM  
DAVE LANG, CLERK OF COURTS

EXTENSION AND AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BUCKHEAD SUBDIVISION PHASE 1B AND ANNEXATION  
OF BUCKHEAD SUBDIVISION



BK: R2068 PG: 00972

THIS EXTENSION AND AMENDMENT TO DECLARATION AND ANNEXATION OF BUCKHEAD SUBDIVISION 1B is made and executed this 17<sup>th</sup> day of November, 1997, by BUCKHEAD PARTNERSHIP, a Florida general partnership, whose address is Post Office Box 3878, Tallahassee, Florida 32317, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision, Phases 1A and 2A (the "Declaration") on August 4, 1993, in Official Records Book 1659, Page 2006, Public Records of Leon County, Florida; and

WHEREAS, the Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant has recorded the plat of Buckhead Subdivision Phase 1B on November 14, 1997, in Plat Book 12, Page 30, Public Records of Leon County, Florida, subdividing the property more particularly in Exhibit "A"; and

WHEREAS, the Declarant desires to annex Buckhead, Phase 1B, to Buckhead Subdivision, to extend the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision to the property platted as Buckhead Subdivision Phase 1B and to amend the Declaration; and

WHEREAS, Article XXX, Section 3 of the Declaration allows for certain additional residential property and common areas to be annexed by the Declarant without the consent of any Owner within ten years from August 4, 1993, which additional residential properties include the 47.03 acres platted as Buckhead Subdivision Phase 1B.

NOW, THEREFORE, in consideration of the premises, and pursuant to the authority granted to the Declarant pursuant to Article XXX, Sections 3 and 6:

1. Declarant hereby extends the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision 1A and 2A, recorded in Official Records Book 1659, Page 2006, Public Records of Leon County, Florida, to Buckhead Subdivision Phase 1B, as per Plat Book 12, Page 30,

Public Records of Leon County, Florida, which property is more particularly described in Exhibit "A".

2. Declarant hereby annexes Buckhead Subdivision Phase 1B into Buckhead Subdivision. All references to Exhibit "A" contained in the original Declaration shall be deemed to also include the property described in Exhibit "A" attached hereto.
3. Declarant hereby amends the Declaration, Article XXX, Section 6 as it applies to Buckhead Subdivision, Phase 1B, as follows:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Extension and Amendment of Declaration and Annexation is recorded, after which time they shall be automatically extended for successive periods of ten years unless the Owners of all lots and the holders of all first mortgages encumbering the lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty year period by an instrument signed by the Owners of not less than ninety percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent of the lots.

3. Except as expressly amended herein, all of the terms, covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision, Phase 1A and 2A are hereby ratified and confirmed, and shall remain in full force and effect.

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DAVE LANG, CLERK OF COURTS

BK: R2068 PG: 00973

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Signed, sealed, and delivered in the presence of:

Margaret B. Ausley  
Margaret B. Ausley  
Robert A. Pierce  
Robert A. Pierce

BUCKHEAD PARTNERSHIP,  
a Florida general partnership

By: Joseph R. Hannon  
JOSEPH R. HANNON  
Its: General Partner  
By: Nancy A. Hannon  
NANCY A. HANNON  
Its: General Partner

By: F AND A PARTNERSHIP,  
a Florida general partnership

By: A.C.T., INC.,  
Its: General Partner

By: Daniel M. Ausley  
Daniel M. Ausley  
Its: President

Margaret B. Ausley  
Margaret B. Ausley  
Robert A. Pierce  
Robert A. Pierce

By: FRAZEE FAMILY PARTNERS  
INC.  
Its: General Partner

By: John P. Frazee  
John P. Frazee  
Its: President

Philip J. Bye  
Philip J. BYE  
M. Julian Proctor Jr.  
M. Julian Proctor Jr.

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STATE OF FLORIDA  
COUNTY OF LEON

BK: R2068 PG: 00974

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1997, by JOSEPH R. HANNON as General Partner of BUCKHEAD PARTNERSHIP, a Florida general partnership, on behalf of the partnership. Such person: (✓) is personally known to me;

( ) produced a current Florida driver's license as identification; ( ) produced \_\_\_\_\_ as identification.

*Margaret Brandon Ausley*  
(Signature of Notary Public)

(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF LEON

Typed or Printed Name of Notary Public  
MARGARET BRANDON AUSLEY  
Notary Public, State of Florida  
My Comm. Expires Dec. 10, 1998  
No. CC 405371  
Bonded thru Official Notary Services

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1997, by NANCY A. HANNON as General Partner of BUCKHEAD PARTNERSHIP, a Florida general partnership, on behalf of the partnership. Such person: (✓) is personally known to me; ( ) produced a current Florida driver's license as identification; ( ) produced \_\_\_\_\_ as identification.

*Margaret Brandon Ausley*  
(Signature of Notary Public)

(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF LEON

Typed or Printed Name of Notary Public  
MARGARET BRANDON AUSLEY  
Notary Public, State of Florida  
My Comm. Expires Dec. 10, 1998  
No. CC 405371  
Bonded thru Official Notary Services

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1997, by DANIEL M. AUSLEY as President of A.C.T., Inc., a General Partner of F and A Partnership, a Florida general partnership, as General Partner of BUCKHEAD PARTNERSHIP, a Florida general partnership, on behalf of the partnership. Such person: (✓) is personally known to me; ( ) produced a current Florida driver's license as identification; ( ) produced \_\_\_\_\_ as identification.

*Margaret Brandon Ausley*  
(Signature of Notary Public)

(Notarial Seal)

STATE OF FLORIDA  
COUNTY OF LEON

Typed or Printed Name of Notary Public  
MARGARET BRANDON AUSLEY  
Notary Public, State of Florida  
My Comm. Expires Dec. 10, 1998  
No. CC 405371  
Bonded thru Official Notary Services

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 1997, by JOHN P. FRAZEE, JR., as President of Frazee Family Partners, Inc., a General Partner of F and A Partnership, a Florida general partnership, as General Partner of BUCKHEAD PARTNERSHIP, a Florida general partnership, on behalf of the partnership. Such person: (✓) is personally known to me;

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BK: R2068 PG: 00975

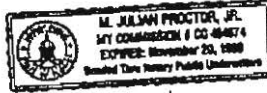
( ) produced a current Florida driver's license as identifica-  
tion; ( ) produced \_\_\_\_\_ as identification.

*M. J. Proctor, Jr.*  
(Signature of Notary Public)

(Notarial Seal)

\_\_\_\_\_  
(Typed or Printed Name of Notary Public)

MBA:real@buckhead.com



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BK: R2068 PG: 00976

JOINDER

EXCHANGE BY DESIGN, INC., a Florida corporation, as mortgageholder of the mortgage encumbering BUCKHEAD SUBDIVISION Phase 1B and other properties, hereby joins in the imposition of the covenants, conditions and restrictions referred to herein, as amended, on BUCKHEAD SUBDIVISION Phase 1B.

EXCHANGE BY DESIGN, INC.,  
a Florida corporation,

BY Caryl G. Pierce  
CARYL G. PIERCE  
As its President



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BK: R2068 PG: 00977



EXHIBIT "A"

A tract of land lying in Section 11, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a found concrete monument #732 marking the Southeastern corner of Lot 3, Block "C" of Brookhead Phases 1A and 2A, recorded in Plat Book 10, Page 93 of the Public Records of Leon County, Florida, thence run North 16 degrees 27 minutes 59 seconds West 285.00 feet to a found concrete monument #733 marking the Northeast corner of Lot 2, Block "C" of said Brookhead Phases 1A and 2A, thence North 30 degrees 03 minutes 26 seconds East 157.71 feet to a found concrete monument on the Southwesterly right of way of Hedgewood Drive (72 foot right of way), monument lying on a curve concave to the Southwesterly, thence run Northwesterly along said curve with a radius of 367.00 feet, through a central angle of 11 degrees 42 minutes 32 seconds, for an arc distance of 75.00 feet (the chord of said arc being North 68 degrees 03 minutes 57 seconds West 74.87 feet) to a found concrete monument, thence North 73 degrees 55 minutes 14 seconds West along said Westerly right of way 89.61 feet to a found concrete monument, thence leaving said Westerly right of way run North 04 degrees 19 minutes 25 seconds East 73.54 feet to a found concrete monument on the Northwesterly right of way of Hedgewood Drive, thence South 73 degrees 55 minutes 14 seconds East along said Northwesterly right of way 104.60 feet to a found concrete monument on a point of curve to the right, thence along said right of way curve with a radius of 439.00 feet, through a central angle of 08 degrees 11 minutes 11 seconds, for an arc distance of 62.72 feet (the chord of said arc being South 69 degrees 49 minutes 38 seconds East 62.67 feet) to a found concrete monument, thence leaving said Northwesterly right of way run North 24 degrees 15 minutes 57 seconds East 101.00 feet to a found concrete monument marking the Southwesterly corner of Lot 27, Block "D" of said Brookhead Phases 1A and 2A, thence North 73 degrees 15 minutes 52 seconds East 100.00 feet to a found concrete monument #732 marking the Southeast corner of Lot 27, Block "D" of said Brookhead Phases 1A and 2A, thence South 42 degrees 07 minutes 49 seconds East 310.00 feet to a found concrete monument, thence South 23 degrees 11 minutes 56 seconds East 228.00 feet to a found concrete monument, thence South 03 degrees 16 minutes 06 seconds East 735.00 feet, thence South 71 degrees 44 minutes 00 seconds West 176.89 feet to the Easterly right of way boundary of Hedgewood Drive, point lying on a curve concave to the Northwesterly, thence Southwesterly along said right of way curve with a radius of 591.00 feet, through a central angle of 10 degrees 05 minutes 59 seconds, for an arc distance of 104.18 feet (the chord of said arc being South 19 degrees 52 minutes 31 seconds East 104.04 feet), thence leaving said Easterly right of way run South 65 degrees 04 minutes 29 seconds West 212.21 feet, thence North 88 degrees 05 minutes 22 seconds West 78.85 feet, thence South 00 degrees 27 minutes 55 seconds East 244.69 feet to the North right of way boundary of Timberloch Drive (68 foot right of way), thence South 05 degrees 48 minutes 20 seconds East 68.20 feet to the South right of way boundary of Timberloch Drive, thence South 00 degrees 27 minutes 55 seconds East 228.53 feet,

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BK: R2068 PG: 08978

continued.....

Abstract No. 13-97-5283 (Continued)

EXHIBIT "A" (Continued)

thence South 89 degrees 25 minutes 30 seconds West 1379.05 feet to the Easterly right of way boundary of Centerville Road (right of way varies), thence Northerly along said Easterly right of way as follows: North 09 degrees 08 minutes 20 seconds East 7.06 feet, thence North 15 degrees 33 minutes 34 seconds East 424.67 feet, thence North 17 degrees 47 minutes 59 seconds East 138.19 feet, thence North 72 degrees 11 minutes 59 seconds West 77.32 feet, thence North 17 degrees 28 minutes 07 seconds East 70.64 feet, thence North 18 degrees 59 minutes 06 seconds East 100.21 feet, thence North 17 degrees 49 minutes 18 seconds East 100.21 feet, thence North 16 degrees 05 minutes 12 seconds East 100.22 feet, thence North 16 degrees 38 minutes 19 seconds East 100.19 feet, thence North 18 degrees 46 minutes 47 seconds East 44.63 feet, thence North 16 degrees 04 minutes 46 seconds East 55.50 feet, thence North 16 degrees 39 minutes 09 seconds East 100.00 feet, thence North 14 degrees 21 minutes 40 seconds East 100.04 feet, thence leaving said Easterly right of way run South 76 degrees 27 minutes 28 seconds East 112.11 feet to the Southwesterly corner of Lot 4, Block "D" of Backhead Phases 1A and 2A as recorded in Plat Book 10, Page 93 of the Public Records of Leon County, Florida, thence South 76 degrees 44 minutes 33 seconds East 260.00 feet to a found concrete monument, thence North 80 degrees 45 minutes 31 seconds East 368.03 feet to the Westerly right of way boundary of South Hamon Hill Drive (77 foot right of way), thence North 19 degrees 43 minutes 16 seconds West along said Westerly right of way 45.00 feet, thence leaving said Westerly right of way run North 70 degrees 16 minutes 44 seconds East 77.00 feet to a found concrete monument on the Easterly right of way of South Hamon Hill Drive, thence South 19 degrees 43 minutes 16 seconds East along said Easterly right of way 56.04 feet to a found concrete monument #732, thence leaving said Easterly right of way run North 70 degrees 16 minutes 44 seconds East 189.40 feet to the POINT OF BEGINNING;

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BK: R2068 PG: 00979



This Instrument Prepared by  
Elwin R. Thrasher, III  
Thrasher, Thrasher & Thrasher  
Attorneys & Counselors at Law  
908 North Gadsden Street  
Tallahassee, Florida 32303-6316

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### RESOLUTION

Whereas, a document entitled Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision was recorded in the Public Records of Leon County, Florida at OR Book 1659 Page 2006 et seq, and

Whereas, the requisite number of lot owners in the Buckhead Subdivision have consented to and approved said FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS (BUCKHEAD HOMEOWNERS ASSOCIATION OF TALLAHASSEE), and

Whereas, the Buckhead Homeowners' Association of Tallahassee Inc deems it to be in the best interest of the association and its members to document such fact it is

Resolved, that the President of the association is directed to execute and record this resolution approved by the Board of Directors in the public records of Leon County, Florida for the purpose of providing notice to the work of the consent and approval of the owners to said First Amendment to Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision

Dated this 15<sup>th</sup> day of October, 1999



N. D. Carter  
MY COMMISSION # CC831991 EXPIRES  
July 19, 2003  
BONDED THROUGH TROY FARM INSURANCE INC

Witnesses

Amelia F. Kane-Crawford  
Amalia F Kane-Crawford  
Printed Name

Buckhead Homeowners Association of Tallahassee, Inc

Giuseppe Betta  
Giuseppe Betta, President  
David A. Sparks  
DAVID A. SPARKS  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me on 10/15, 1999 by Giuseppe Betta as President of Buckhead Homeowners Association of Tallahassee, Inc., a Florida corporation, on behalf of the corporation  she  is personally known to me or  has produced \_\_\_\_\_ as identification

NICK D. CARTER  
(Printed name of Notary)

Notary Public

My Commission Expires

7/19/2003

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHEAD SUBDIVISION**

The Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision dated July 21, 1993 and recorded in Book 1659, Page 2006 in the public records of Leon County, Florida (the original covenants) are amended as follows:

Article XXX section 1 of the original covenants is amended to read as follows

**ARTICLE XXX**

Section 1. Enforcement Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, 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

The following articles and sections are hereby added to the original covenants

**ARTICLE I**

Section 6 "Association" shall mean and refer to Buckhead Homeowner's Association of Tallahassee, Inc , its successors and assigns

**ARTICLE XXXI**

**Membership in Association; Voting Rights**

Section 1 Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot

Section 2 Every owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned

**Article XXXII**

**Assessments**

Section 1 Lien and Personal Obligation of Assessments Each owner of a lot is hereby

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deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them

**Section 2 Purpose of Annual Assessments.** The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for

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the benefit of lot owners, or for the enforcement of these restrictions

Section 3. Initial Assessment; Increases in Annual Assessment.

(a) The initial annual assessment shall be \$150

(b) After the initial assessment, subsequent annual assessments shall in the amount of \$100 or the amount of the previous assessment, whichever is greater, unless a different amount is fixed by the association's board of directors. Should the board of directors set an assessment in excess of the assessment for the previous year, the owners may veto the assessment increase by a majority vote on or before the next meeting of the association following the date that the assessment was fixed.

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 on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the owners.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all owners not less than 30 nor more than 60 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of the owners, owners who were not present in person or by proxy may give their assent in writing within 60 days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on January 1, 1999. The board of directors shall fix the amount of the annual assessment against each lot at least 45 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid, and may cause to be recorded in the office of the county clerk of Leon County, a list of delinquent assessments.

Section 8. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within 45 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18 percent per annum. The association may bring an

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action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

**Section 9. Subordination of Assessment Lien to Mortgages** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become 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.





*This Instrument Prepared by:*  
*W. Crt Smith, Esq.*  
*Smith, Thompson, Shaw & Manausa, P.A.*  
*3520 Thomasville Rd, 4th Floor*  
*Tallahassee, FL 32309*

**EXTENSION AND AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BUCKHEAD SUBDIVISION PHASE III**

THIS EXTENSION AND AMENDMENT TO DECLARATION AND ANNEXATION OF BUCKHEAD SUBDIVISION III is made and executed this 1st day of December, 2004, by BUCKHEAD DEVELOPMENT OF TALLAHASSEE, INC., a Florida Corporation, whose address is 2811-E Industrial Plaza, Tallahassee, Florida 32301, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision, Phases 1A and 2A (the "Declaration") was recorded on August 4, 1993, in Official Records Book 1659, Page 2006, Public Records of Leon County, Florida; and the Extension and Amendment of Covenants, Conditions and Restrictions was recorded November 18, 1997 in Official Records Book 2068, page 972 of the Public Records of Leon County, Florida and the First Amendment was recorded in Official Records Book 2308, page 2177; and

WHEREAS, the Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the plat of Buckhead Subdivision Phase 1B, was recorded on November 14, 1997, in Plat Book 12, Page 30, Public Records of Leon County, Florida; and

WHEREAS, the Declarant subject to approval of two thirds of the owners of Buckhead Subdivision, Phase 1A and 1B desires to annex Buckhead, Phase III, to Buckhead Subdivision, to extend the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision to the property platted as Buckhead Subdivision Phase III and to amend the existing covenants and restrictions of Buckhead Subdivision, Phase III; and

WHEREAS, this Declaration of Buckhead, Phase III was recorded on January 12, 2000 in Official Records Book 2334, page 1546, Public Records of Leon County, Florida and the amendment thereto was recorded in Official Records Book 2547, Page 2333 of the Public Records of Leon County, Florida.

WHEREAS, Article XXXIX, Section 5, of the Declaration for Buckhead, Phase III, allows for the amendment of the covenants and restrictions by the owners of not less than seventy-five (75%) of the lots; and

WHEREAS, the undersigned is owner of more than 75% of the lots in Buckhead Subdivision, Phase III and hereby agrees to this amendment to the above-described Declaration of Buckhead, Phase III.

**NOW, THEREFORE**, In consideration of the premises and pursuant to the authority granted to the lot owners pursuant to Article XXXIX, Section 5, of the Declaration for Buckhead, Phase III.

1. Articles I through XXXIX are deleted and substituted in their place are the covenants, conditions and restrictions recorded in O.R. Book 1659, page 2006 and O.R. Book 2068, page 972 and O.R. Book 2308, page 2177 of the Public Records of Leon County, Florida.

2. The covenants, conditions, and restrictions stated in paragraph 1, are extended to and shall encumber the property described in Exhibit "A" attached hereto, except as expressly amended in paragraphs 4 and 5 herein and the owners of the property as described in Exhibit "A" shall be bound by said covenants, conditions, and restrictions.
3. Upon approval of the Declarant and two thirds of the owners of Buckhead Subdivision, Phase 1A and 1B, all lot owners of the property described in Exhibit "A" attached hereto shall become members of the Buckhead Homeowners Association as described in those certain covenants, conditions and restrictions recorded in O.R. Book 1659, Page 2006, and in O.R. Book 2068, page 972 and in O.R. Book 2308, page 2177, of the Public Records of Leon County, Florida, and shall be bound by said covenants, conditions, and restrictions.
4. Article VI of the Declaration of Covenants, Conditions, and Restrictions for Buckhead Subdivision is amended to require in Phase III that the minimum square footage of all main structures for dwellings shall be a minimum of 2,500 square feet exclusive of open porches, patios, terraces, storage areas and garages.
5. Article VII of the Declaration of Covenants, Conditions and Restrictions for Buckhead Subdivision is amended to require in Phase III that no building shall be located on any lot:
  - a) nearer than forty (40) feet to the front Lot Line
  - b) nearer than forty-five (45) feet to the rear Lot Line
  - c) nearer than twenty (20) feet to the side Lot Line

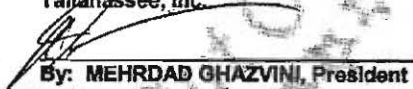
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed this 1st day of December, 2004.

Signed, sealed and delivered in the presence of:

Buckhead Development of Tallahassee, Inc.

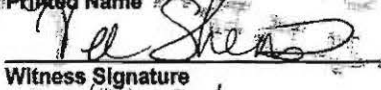


Witness Signature

  
By: MEHRDAD GHAZVINI, President

Dolisa L. Coffee

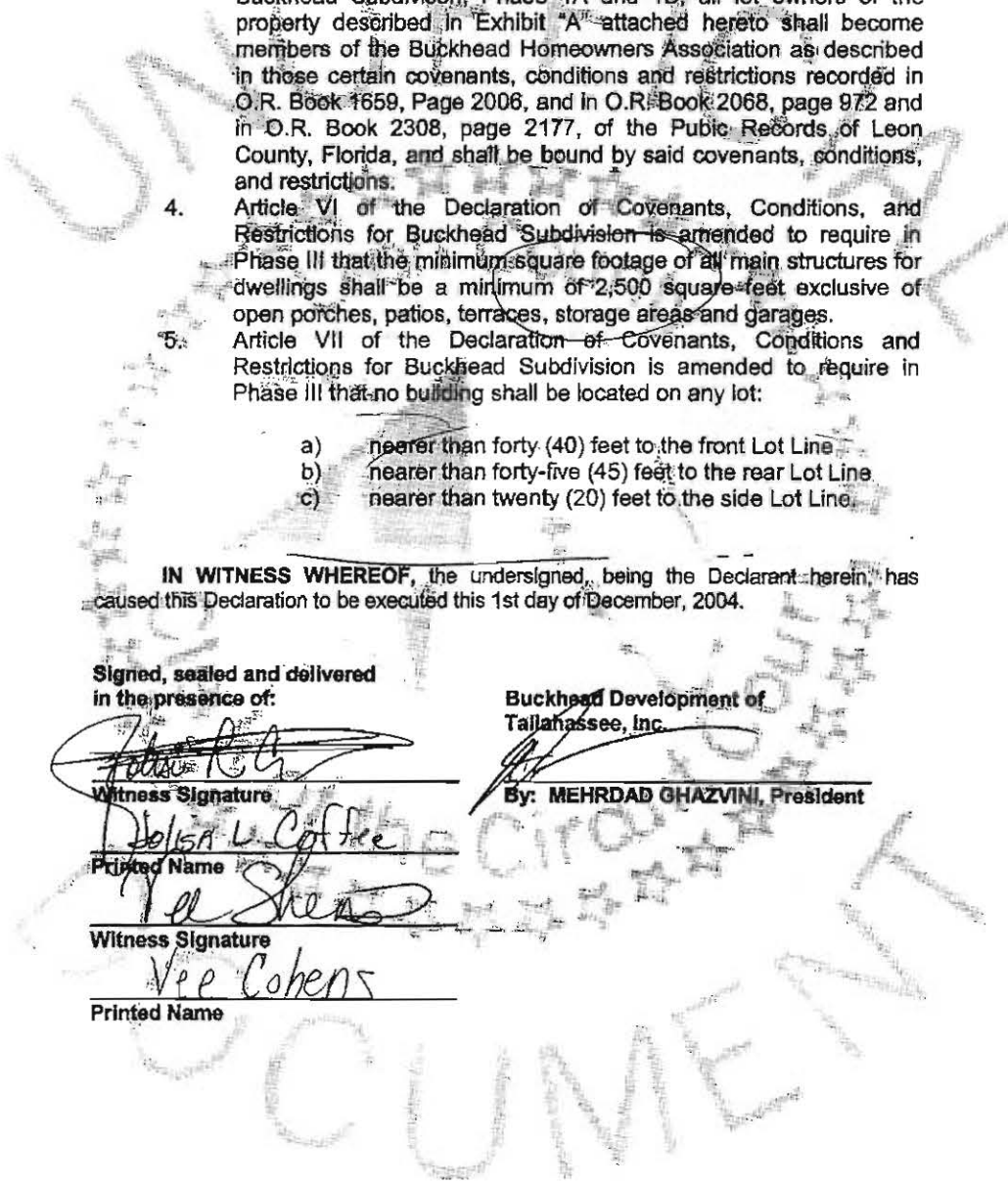
Printed Name



Witness Signature

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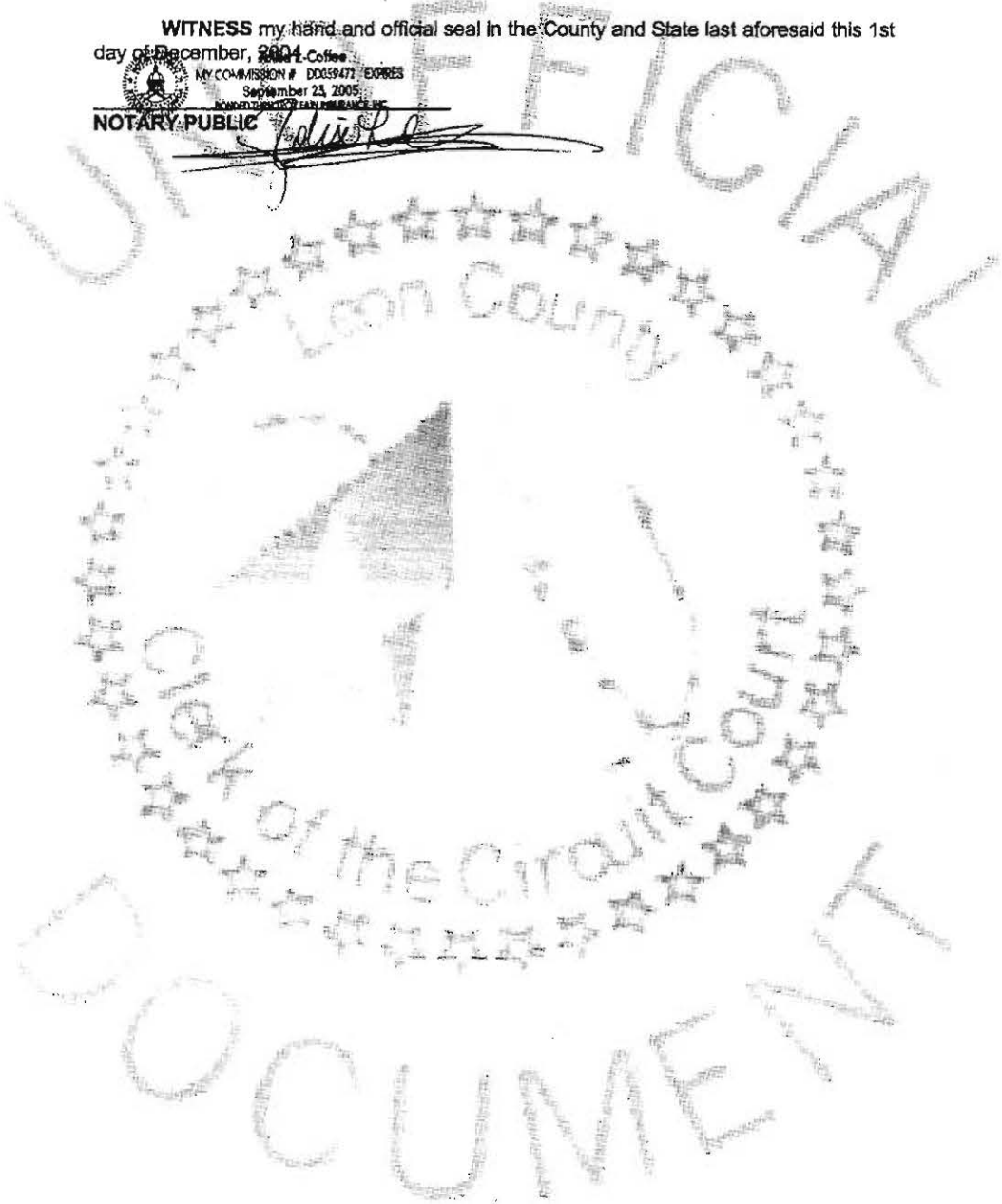
STATE OF FLORIDA  
COUNTY OF LEON

Before me, the undersigned notary public, personally appeared **MEHRDAD GHAZVINI**, as President of Buckhead Development of Tallahassee, Inc., , who is personally known to me who did take an oath, who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein intended.

**WITNESS** my hand and official seal in the County and State last aforesaid this 1st day of December, 2004.

 My Commission # D0639471 Expires September 23, 2005  
KAWENET PARTS & TIRE PERFORMANCE INC.  
**NOTARY PUBLIC**

*[Handwritten Signature]*



**EXHIBIT "A"**

A TRACT OF LAND SITUATE IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## PHASE III A

BEGIN AT A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF LOT 28, BLOCK "B" OF BUCKHEAD PHASE 1B, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 30 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN NORTH 00 DEGREES 28 MINUTES 40 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 28 A DISTANCE OF 228.78 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE NORTHEAST CORNER OF SAID LOT 28 AND THE SOUTH RIGHT OF WAY BOUNDARY OF TIMBERLOCH DRIVE (68 FOOT TIGHT OF WAY), THENCE NORTH 05 DEGREES 42 MINUTES 37 SECONDS WEST 68.36 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE NORTH RIGHT OF WAY BOUNDARY OF SAID TIMBERLOCH DRIVE AND THE SOUTHEAST CORNER OF LOT 11, BLOCK "C" OF SAID BUCKHEAD PHASE 1B, SOUTH 88 DEGREES 53 MINUTES 45 SECONDS EAST 62.12 FEET TO A 1/2 INCH IRON PIN #LB732 LYING ON A CURVE CONCAVE TO THE SOUTHERLY, THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 141 DEGREES 52 MINUTES 45 SECONDS, FOR AN ARC DISTANCE OF 123.81 FEET (THE CHORD OF SAID ARC BEING SOUTH 69 DEGREES 52 MINUTES 21 SECONDS EAST 94.52 FEET) TO A CONCRETE MONUMENT #LB732, THENCE NORTH 67 DEGREES 40 MINUTES 10 SECONDS EAST 276.93 FEET TO A CONCRETE MONUMENT #LB732, THENCE NORTH 35 DEGREES 24 MINUTES 53 SECONDS WEST 192.49 FEET TO A CONCRETE MONUMENT #LB732 LYING ON A CURVE CONCAVE TO THE NORTHERLY, THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 175 DEGREES 56 MINUTES 08 SECONDS, FOR AN ARC DISTANCE OF 153.53 FEET (THE CHORD OF SAID ARC BEING NORTH 56 DEGREES 20 MINUTES 32 SECONDS WEST 99.94 FEET) TO A 1/2 INCH IRON PIN #LB732 LYING ON A CURVE CONCAVE TO THE EASTERLY, THENCE NORTHERLY ALONG SAID CURVE WITH A RADIUS OF 663.00 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 39 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 19.13 FEET (THE CHORD OF SAID ARC BEING NORTH 25 DEGREES 44 MINUTES 54 SECONDS WEST 19.11 FEET) TO A 1/2 INCH IRON PIN #LB732 MARKING THE SOUTHEAST CORNER OF LOT 14, BLOCK "C" OF SAID BUCKHEAD PHASE 1B, AND LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF HEDGEWOOD DRIVE (72 FOOT RIGHT OF WAY), THENCE NORTH 65 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID BUCKHEAD PHASE 1B A DISTANCE OF 71.95 TO CONCRETE MONUMENT #LB732 LYING ON THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID HEDGEWOOD DRIVE, SAID CONCRETE MONUMENT LYING ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHERLY ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 591.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 104.13 FEET (THE CHORD OF SAID ARC BEING NORTH 19 DEGREES 52 MINUTES 05 SECONDS WEST 103.99 FEET) TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 9, BLOCK "D" OF SAID BUCKHEAD PHASE 1B, THENCE NORTH 71 DEGREES 42 MINUTES 26 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9 A DISTANCE OF 176.91 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF SAID LOT 9, THENCE NORTH 03 DEGREES 15 MINUTES 05 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOT 9 AND THE EAST BOUNDARY OF LOT 8, BLOCK "D" OF SAID BUCKHEAD PHASE 1B A DISTANCE OF 180.04 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHWEST CORNER OF LOT 19, BLOCK "D" OF BUCKHEAD PHASES 1A AND 2A, A SUBDIVISION RECORDED IN PLAT BOOK 10, PAGE 93 OF SAID PUBLIC RECORDS, THENCE NORTH 79 DEGREES 48 MINUTES 20 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 19 A DISTANCE OF 161.58 FEET TO A 1/2 INCH IRON PIN #LB732 MARKING THE SOUTHEAST CORNER OF SAID LOT 19 AND LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF WEST HANNON HILL DRIVE (68 FOOT RIGHT OF WAY), THENCE NORTH 70 DEGREES 39 MINUTES 47 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID BUCKHEAD PHASES 1A AND 2A A DISTANCE OF 72.11 FEET TO A CONCRETE MONUMENT #1254 LYING ON THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID WEST HANNON HILL DRIVE, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 193.35 FEET, THENCE SOUTH 15 DEGREES 23 MINUTES 14 SECONDS EAST 112.20 FEET, THENCE SOUTH 79 DEGREES 17 MINUTES 41 SECONDS WEST 184.59 FEET, THENCE SOUTH 31 DEGREES 49 MINUTES 54 SECONDS EAST 407.32 FEET, THENCE NORTH 89

File No.: 1056-594707

DEGREES 20 MINUTES 04 SECONDS EAST 226.40 FEET, THENCE SOUTH 80 DEGREES 52 MINUTES 23 SECONDS EAST 233.00 FEET TO A POINT OF CURVE CONCAVE TO THE NORTHWESTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 318.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 36 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 14.51 FEET (THE CHORD OF SAID ARC BEING SOUTH 09 DEGREES 00 MINUTES 22 SECONDS WEST 14.51 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG SAID REVERSE CURVE WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 73 DEGREES 42 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 38.59 FEET (THE CHORD OF SAID ARC BEING SOUTH 26 DEGREES 32 MINUTES 13 SECONDS EAST 35.98 FEET), THENCE SOUTH 63 DEGREES 23 MINUTES 13 SECONDS EAST 124.76 FEET, THENCE SOUTH 26 DEGREES 36 MINUTES 47 SECONDS WEST 52.50 FEET, THENCE SOUTH 63 DEGREES 23 MINUTES 13 SECONDS EAST 52.36 FEET, THENCE SOUTH 25 DEGREES 28 MINUTES 04 SECONDS WEST 337.86 FEET, THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS EAST 920.68 FEET TO A CONCRETE MONUMENT #LB732 LYING ON THE EAST BOUNDARY OF SECTION 11, THENCE SOUTH 00 DEGREES 12 MINUTES 17 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION 11 A DISTANCE OF 324.71 TO A CONCRETE MONUMENT, THENCE SOUTH 01 DEGREES 27 MINUTES 43 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION 11 A DISTANCE OF 431.83 FEET TO A CONCRETE MONUMENT LYING ON THE NORTH RIGHT OF WAY BOUNDARY OF INTERSTATE 10, THENCE SOUTH 88 DEGREES 45 MINUTES 23 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 116.25 FEET TO A 5/8" IRON PIN, THENCE NORTH 87 DEGREES 23 MINUTES 53 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 300.24 FEET TO A 5/8" IRON PIN, THENCE SOUTH 88 DEGREES 45 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 334.95 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN NORTH 00 DEGREES 31 MINUTES 04 SECONDS WEST 421.76 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 30 MINUTES 54 SECONDS WEST 233.73 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 27 MINUTES 53 SECONDS WEST 324.86 FEET TO A CONCRETE MONUMENT #1254 THENCE SOUTH 89 DEGREES 32 MINUTES 05 SECONDS WEST 989.75 FEET TO A CONCRETE MONUMENT #LB732, THENCE SOUTH 89 DEGREES 25 MINUTES 43 SECONDS WEST 276.08 FEET TO THE POINT OF BEGINNING, CONTAINING 34.34 ACRES, MORE OR LESS.

**LESS AND EXCEPT**

A tract of land situate in Section 11, Township 1 North, Range 1 East, Leon County, Florida, and more particularly described as follows:

BEGIN at a concrete monument #LB732 marking the Southeast corner of Lot 17, Block "E" of Buckhead Phase IIIA, a subdivision recorded in Plat Book 15, pages 87-90 of the Public Records of Leon County, Florida, and run North 89 degrees 32 minutes 05 seconds East 920.68 feet to a concrete monument #LB732 lying on the East boundary of Section 11, thence South 00 degrees 12 minutes 17 seconds West along the East boundary of said Section 11 a distance of 324.71 feet to a concrete monument, thence South 01 degree 27 minutes 43 seconds East along the East boundary of said Section 11 a distance of 431.83 feet to a concrete monument lying on the North right of way boundary of Interstate 10, thence South 88 degrees 45 minutes 23 seconds West along said right of way boundary a distance of 116.25 feet to a 5/8" iron pin, thence North 87 degrees 23 minutes 53 seconds West along said right of way boundary a distance of 300.24 feet to a 5/8" iron pin, thence South 88 degrees 45 minutes 15 seconds West along said right of way boundary a distance of 334.95 feet to a concrete monument, thence leaving said right of way boundary run North 00 degrees 31 minutes 04 seconds West 421.76 feet to a concrete monument, thence South 89 degrees 30 minutes 54 seconds West 233.73 feet to a concrete monument, thence North 00 degrees 27 minutes 53 seconds West 324.86 feet to a concrete monument #1254, thence North 89 degrees 32 minutes 05 seconds East 60.69 feet to the POINT OF BEGINNING, Containing 14.57 acres, more or less.

**EXHIBIT "A"**

## BUCKHEAD PHASE IIIB

A TRACT OF LAND SITUATE IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT #3328 MARKING THE SOUTHEAST CORNER OF LOT 18, BLOCK "E" OF BUCKHEAD PHASE 1A & 2A, A SUBDIVISION RECORDED IN PLAT BOOK 10, PAGE 93 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN ALONG THE SOUTHERLY BOUNDARY OF SAID BUCKHEAD PHASE 1A AND 2A AS FOLLOWS: NORTH 14 DEGREES 14 MINUTES 02 SECONDS EAST 125.53 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF LOT 17 BLOCK "E" AND THE SOUTHWEST CORNER OF LOT 15 BLOCK "E" OF SAID BUCKHEAD PHASE 1A & 2A, THENCE NORTH 63 DEGREES 00 MINUTES 00 SECONDS EAST 187.69 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF SAID LOT 15 BLOCK "E" SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 1064.19 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 50 MINUTES 08 SECONDS, FOR AN ARC DISTANCE OF 34.09 FEET (THE CHORD OF SAID ARC BEING NORTH 27 DEGREES 00 MINUTES 13 SECONDS WEST 34.09 FEET) TO A CONCRETE MONUMENT, THENCE NORTH 61 DEGREES 58 MINUTES 48 SECONDS EAST 67.85 FEET TO A NAIL AND CAP #LB732 LYING ON A CURVE CONCAVE TO THE SOUTHWESTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 1132.19 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 21 MINUTES 54 SECONDS, FOR AN ARC DISTANCE OF 125.78 FEET (THE CHORD OF SAID ARC BEING SOUTH 24 DEGREES 57 MINUTES 50 SECONDS EAST 125.71 FEET) TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHWEST CORNER OF LOT 1 BLOCK "F" OF SAID BUCKHEAD PHASE 1A & 2A, THENCE NORTH 59 DEGREES 54 MINUTES 58 SECONDS EAST 164.61 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF SAID LOT 1 BLOCK "F" AND THE SOUTHWEST CORNER OF LOT 26 BLOCK "F" OF SAID BUCKHEAD PHASE 1A & 2A, THENCE NORTH 87 DEGREES 02 MINUTES 19 SECONDS EAST 74.98 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHEAST CORNER OF SAID LOT 26 BLOCK "F" AND THE NORTHWEST CORNER OF LOT 25 BLOCK "F" OF SAID BUCKHEAD PHASE 1A & 2A, THENCE SOUTH 22 DEGREES 32 MINUTES 45 SECONDS EAST 86.32 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHWEST CORNER OF SAID LOT 25 BLOCK "F", THENCE NORTH 60 DEGREES 18 MINUTES 54 SECONDS EAST 193.81 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE NORTHEAST CORNER OF SAID LOT 25 BLOCK "F", THENCE SOUTH 29 DEGREES 48 MINUTES 36 SECONDS EAST 41.76 FEET TO A CONCRETE MONUMENT #LB732, THENCE NORTH 60 DEGREES 08 MINUTES 52 SECONDS EAST 73.89 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE SOUTHWEST CORNER OF LOT 16 BLOCK "A" OF SAID BUCKHEAD PHASE 1A & 2A, THENCE NORTH 59 DEGREES 28 MINUTES 19 SECONDS EAST 238.51 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE NORTHEAST CORNER OF SAID LOT 16 BLOCK "A", THENCE SOUTH 38 DEGREES 14 MINUTES 40 SECONDS EAST 149.45 FEET TO A CONCRETE MONUMENT #LB732 LYING ON THE EAST BOUNDARY OF SAID SECTION 11, THENCE LEAVING SAID BOUNDARY OF BUCKHEAD PHASES 1A AND 2A AND RUN SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION 11 A DISTANCE OF 1425.06 FEET, THENCE WEST 663.75 FEET, THENCE NORTH 65.17 FEET, THENCE WEST 130.00 FEET, THENCE SOUTH 181.23 FEET, THENCE NORTH 63 DEGREES 23 MINUTES 13 SECONDS WEST 124.76 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 30 FEET, THROUGH A CENTRAL ANGLE OF 73 DEGREES 42 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 38.59 FEET (THE CHORD OF SAID ARC BEING NORTH 26 DEGREES 32 MINUTES 13 SECONDS WEST 35.98 FEET) TO A POINT OF REVERSE CURVE, THENCE ALONG SAID REVERSE CURVE WITH A RADIUS OF 318.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 36 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 14.51 FEET (THE CHORD OF SAID ARC BEING NORTH 09 DEGREES 00 MINUTES 22 SECONDS EAST 14.51 FEET), THENCE NORTH 80 DEGREES 52 MINUTES 23 SECONDS WEST 233.00 FEET, THENCE SOUTH 89 DEGREES 20 MINUTES 04 SECONDS WEST 226.40 FEET, THENCE NORTH 31 DEGREES 49 MINUTES 54 SECONDS WEST 407.32 FEET, THENCE NORTH 79 DEGREES 17 MINUTES 41 SECONDS EAST 184.59 FEET, THENCE NORTH 15 DEGREES 23 MINUTES 14 SECONDS EAST 112.20 FEET, THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 284.39 FEET TO A CONCRETE MONUMENT #3328, THENCE NORTH 03 DEGREES 43 MINUTES 05 SECONDS EAST 661.11 FEET TO THE POINT OF BEGINNING, CONTAINING 39.82 ACRES, MORE OR LESS.

**EXHIBIT "A"**

BUCKHEAD PHASE IIIC

A TRACT OF LAND SITUATE IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT #LB732 MARKING THE NORTHEAST CORNER OF LOT 16, BLOCK "A" OF BUCKHEAD PHASE 1A & 2A, A SUBDIVISION RECORDED IN PLAT BOOK 10, PAGE 93 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN SOUTH 38 DEGREES 14 MINUTES 40 SECONDS EAST 149.45 FEET TO A CONCRETE MONUMENT #LB732 MARKING THE EAST BOUNDARY OF SAID SECTION 11 AND RUN SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST ALONG SAID EAST BOUNDARY A DISTANCE OF 1425.06 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 34 MINUTES 35 SECONDS EAST ALONG SAID EAST BOUNDARY A DISTANCE OF 487.63 FEET TO A CONCRETE MONUMENT LB#732, THENCE SOUTH 89 DEGREES 32 MINUTES 05 SECONDS WEST 920.68 FEET, THENCE NORTH 25 DEGREES 28 MINUTES 04 SECONDS EAST 337.86 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF OAKSHIRE COURT (52.5 FOOT RIGHT OF WAY), THENCE NORTH 63 DEGREES 23 MINUTES 13 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 52.36 FEET, THENCE NORTH 26 DEGREES 36 MINUTES 47 SECONDS EAST 52.50 FEET TO THE NORTHERLY RIGHT OF WAY BOUNDARY OF SAID OAKSHIRE COURT, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN NORTH 181.23 FEET, THENCE EAST 130.00 FEET, THENCE SOUTH 61.57 FEET, THENCE EAST 663.75 FEET TO THE POINT OF BEGINNING, CONTAINING 9.51 ACRES, MORE OR LESS.

