

DECLARATION OF COVENANTS AND RESTRICTIONS

AUG 1 3 13 PM '94

FOR

OAKFAIR PLANTATION

DAVID L. LANG
CLERK OF CIRCUIT COURT
LEGU COUNTY, FLORIDA

This Declaration of Covenants and Restrictions made this 21 day of July, 1994, by ROGER R. NEWTON, 710 Scallop Drive, Cape Canaveral, Florida 32920, hereinafter referred to as "Declarant."

ARTICLE I. PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "OAKFAIR PLANTATION," as more fully described in Article III hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article III hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II. DEFINITIONS

A. "Association" means Oakfair Plantation Homeowners' Association, Inc., a Florida nonprofit corporation.

B. "Board" means the Board of Directors of Oakfair Plantation Homeowners' Association, Inc.

C. "Bylaws" means the Bylaws of the Association.

D. "Committee" means the Architectural Control Committee.

E. "Common Area" means any land or facilities which the Association owns and/or has a duty to maintain, including but not limited to, all roads, and stormwater management areas, and drainage and pedestrian easement areas as described in this Declaration.

F. "Declarant" means ROGER R. NEWTON, his successors, and assigns.

G. "Declaration" means this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.

H. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure, facility or equipment housing of any type or kind. Improvements to be placed on any Lot require the approval of the Committee.

I. "Lot" means any lot shown on the approved preliminary plat for Oakfair Plantation as the same may be amended, or any subsequent recorded plat of the subdivision. Any Lot in excess of 2 acres may be subdivided, provided that all resulting Lots shall not be less than 1 acre in size.

J. "Living Area" means those heated and/or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.

K. "Member" means any member of Oakfair Plantation Homeowners' Association, Inc.

L. "Owner" means any person who owns fee simple title to any Lot within the development, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.

M. "Properties" shall mean and refer to the real property described in Article III hereof.

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The real property which is subject to this Declaration is that certain real property located in Leon County, Florida, and more particularly described in Exhibit A attached hereto.

ARTICLE IV. OAKFAIR PLANTATION HOMEOWNERS' ASSOCIATION, INC.

Section 1. General. Declarant has deemed it desirable for the efficient preservation of the values and amenities in Oakfair Plantation to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property owners in Oakfair Plantation. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Florida, as a nonprofit corporation, Oakfair Plantation Homeowners' Association, Inc. for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not be limited to, maintenance of roads, common areas, easements, a security system, and pest control program. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of Oakfair Plantation residents.

The Association shall operate and maintain at its cost, in neat and good order, and for the use and benefit of the owners of the property in Oakfair Plantation, all Common Areas. The Association shall be responsible for the perpetual maintenance of the roads unless or until the appropriate governmental body of Leon County accepts this responsibility from the Association. The Association, and not Leon County, shall be responsible for the maintenance of utility trench lines, and Declarant, the Association and all lot owners acknowledge that Leon County shall not be responsible for utility trench line failures within the Properties.

Section 2. Membership in the Association. Each record owner of a fee or undivided interest in any Lot which is subject to this Declaration shall be a member of the Association and shall abide by the Association's articles, bylaws, rules and regulations and this Declaration and shall be liable for the payment of all assessments levied; provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 2, with the exception of Declarant. Class A members shall be entitled to one vote for each acre of Lot owned. When more than one person holds such interest in any Lot, all such persons shall collectively be entitled to one vote per Lot, which vote shall be exercised by the consent of a majority of the owners of record of such Lot. For the purpose of exercising voting rights, the owner of a Lot which has a residential dwelling on it may designate

the occupant to vote; provided said designation shall be made in writing and shall remain in effect until canceled in writing and delivered to the Association.

Class B. Class B member shall be the Declarant. The Class B member shall be entitled to cast two votes for each Lot in which he holds the interest required for membership by Section 1; provided that the Class B membership shall cease and become converted to Class A membership when seventy-five percent (75%) of the Lots are owned by persons or entities other than Declarant, or on January 1, 1997, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as provided herein as shown by the books of the Association.

ARTICLE V. ASSESSMENTS

Section 1. Creation of Lien and Owner's Obligation. Each Owner of a Lot by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection, shall also be the personal obligation of the person who is the record owner of such property at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of Oak-fair Plantation, and for the improvement and maintenance of properties, services and facilities devoted to that purpose and related to the use and enjoyment of the Common Area, including but not limited to, the payment of taxes, insurance, repair, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments. Until changed by the Board, the annual assessment per Lot shall be \$75/ACRE. The annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the maximum annual assessment shall not be increased by more than ten percent (10%) over the previous year's assessment unless the same is approved by the members of the Association in accordance with Section 4 below.

Section 4. Change in Maximum Annual Assessment. The Association may change the maximum amount of the annual assessment fixed by Section 3 above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 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 or reconstruction, unexpected repair or replacement of a capital improvement on or in the Common Areas, including any necessary fixtures and personal

property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 6. Quorum. The quorum required for any action authorized by Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Assessment Due Dates. The annual assessments provided for herein shall be due and payable on or before July 1 of each year until otherwise changed by the Board. The initial purchasers of Lots from Declarant shall be required to pay to the Association the annual assessment, without proration, at the time of conveyance of the Lot from Declarant to said initial purchaser. The due date of any special assessment levied pursuant to Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. Authority of Board. The Board shall have the authority to change the due date of assessments and the amount thereof, provided, however, that written notice of any change in the amount or due date shall be given to each owner at least thirty (30) days in advance of such due date. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto which roster shall be kept at the principal address of the Association, and shall be open to inspection by any owner during normal business hours. A written statement or invoice for payment of the assessments shall be sent to each owner at the address designated in writing to the Association by each owner. If not otherwise designated in writing, said statements and/or notices may be mailed to the address of any Lot upon which a dwelling unit has been constructed, and, in the case of unimproved Lots, may be mailed to the address set forth on the Leon County tax roll.

The Association shall, upon request, furnish to any owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the owner's Lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection, including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the

date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action, including attorney fees.

Section 10. Rights of Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to Lots owned by Declarant upon which have been constructed a dwelling unit; and, provided further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage of an institutional mortgagee and to the lien of any purchase money mortgage held by Declarant, its successors and assigns. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

For the purposes of this Declaration, "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot including any of the following institutions; a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investing or lending institutions, or the successors and assigns of such lenders herein referred to as the "Lenders") which has loaned money to Declarant to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan.

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. Until Class B membership shall expire, or January 1, 1997, whichever is later, Roger R. Newton shall be the sole member of the Committee. Thereafter, the Committee shall be comprised of not less than three (3) nor more than (5) members who shall be appointed by the Board. A majority of such members appointed by the Board must be Lot owners. Roger R. Newton shall have the authority to delegate his duties as the Architectural Control Committee to any person to serve in his place.

Section 2. Successors. Upon the death or resignation of the above-named individual from the Architectural Control Committee (Committee), the Board shall appoint a successor Committee member.

Section 3. Purpose. No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any Lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external

design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 4. Approval Procedures. Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications, including plot plan as to location on the Lot, within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten- (10) day period.

Within ten (10) days after the completion of construction of any improvement within Oakfair Plantation the owner, builder, or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the general nature of the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies after being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within twenty (20) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 5. Administration. The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to, construction and development standards as may be deemed necessary by the Committee to insure a quality development, and to insure preservation of the aesthetic qualities of the property. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to a specific site plan; floor plans with elevations; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures; septic tank specifications; garbage disposal facilities; driveway and sidewalk locations; specific grading and clearing and landscaping plan, including erosion and drainage control requirements both during and after construction; construction timing schedule; a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like," because the roof is too flat, because there is not sufficient landscaping, or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches, and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee shall also disapprove any aluminum windows, doors, or similar structures using aluminum, except anodized aluminum. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

Section 6. Liability of Committee Members and the Association. Neither the Association, the Committee members, nor any designated representative of the Association or the Committee shall be liable in damage to anyone submitting plans for approval, or to any owner or occupant of land affected by the Committee's decision of approval or disapproval, by reason of mistakes in judgment or interpretation, negligence or nonfeasance arising out of or in connection with the performance of their duties or in connection with a decision of the Committee, or failure of the Committee to act. Every person who submits plans to the Committee for approval agrees by the submission of such plans, and every owner of any affected Lot agrees by acquiring title thereto, that he will not file or otherwise institute any action or suit against the Committee, its members, or the Association and its designated representatives, to recover damages of any kind whatsoever.

ARTICLE VII. GENERAL STANDARDS

Section 1. Land Use and Building Type. No Lot shall be used except for single family residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories in height at street grade. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each Lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Only one residential dwelling per Lot, shall be permitted, provided, however, that one dwelling unit may be constructed on two or more adjoining Lots.

Section 2. Size of Dwelling Structure. The ground floor living area of the main structure of single-family dwelling, exclusive of one-story porches, garages, and patios shall be not less than 1,800 square feet. In the event a structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 600 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

Section 3. Improvement Setbacks and Location. No building or structure shall be located nearer than 25 feet to the front property line, nor nearer than 15 feet to any side lot line, nor nearer than 25 feet to the rear property line. In no event shall any building or structure be nearer than 30 feet to an adjacent owner's dwelling.

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

No driveway shall be located nearer than 15 feet to an interior property line except a back-up turn-around pad may be located as near as 5 feet to a property line.

Unless specifically approved by the Committee, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. The Committee may permit certain decorative fencing, such as split rail and picket fencing, to be so constructed if the Committee, in its sole discretion, determines such fencing would not detract from or obstruct the front set-back view and appearance. All fencing shall be of decorative wood, and no metal fencing shall be permitted.

For the purpose of this section, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another Lot.

Section 4. Garages and Carports. Each living unit shall have a functional, attached two-car garage; except Lots having a residence with 2,000 square feet or more of living area may have a detached garage if the same is approved by the Committee as to design, location and harmony with adjoining properties. All garage entrances shall face the rear property line or a side property line. In no instance shall the entrance be permitted to face the front property line of the property.

Section 5. Temporary Structures. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any Lot at any time. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

Section 6. Driveway and Sidewalks. All residences shall have paved driveways which shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Committee.

Section 7. Utility Connections and Television Antennas. All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Committee. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the Committee.

Section 8. Water Supply. No individual water supply system of any type shall be permitted on any Lot.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and the Leon County Health Departments. Approval of such system shall be obtained from such department or departments, and from the Committee.

Section 10. Garbage and Refuse Disposal. No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers shall be kept at

the rear of the residence, and in no event shall the same be visible from the street when facing the residence.

Section 11. Air-Conditioning and Heating Units. No window air-conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from view from any street, in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence.

Section 12. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Committee.

ARTICLE VIII. RESTRICTED OR PROHIBITED ACTIVITIES.

Section 1. Business or Commercial Activity. No business, trade or commercial activity shall be conducted on any Lot.

Section 2. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Committee.

Section 3. Livestock and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose; and one horse shall be permitted for each two (2) full acres of Lot owned. Dogs must be kept on a leash, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cars, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained.

Section 6. Vehicle Parking. There shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

Section 7. Storage of Personal Property. All personal property kept on Lot, shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Committee. Among other reme-

dies, and after thirty- (30) days notice to owner, the Association may come upon the Lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.

Section 8. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of a Lot in an area exposed to view from any road passing by any portion of the Lot. In any event, drying shall be permitted only at the rear of the home.

Section 9. Use of Fill. No owner or person acting for an owner shall bring any fill material into Oakfair Plantation without the prior written approval of the Committee, which approval shall be given only upon a showing that the use of such fill is necessary to a particular construction project, and upon a showing that the use of such fill will not change or adversely affect the drainage pattern within Oakfair Plantation.

Section 10. Clearing and Landscaping. It is expressly recognized that it is vital to the natural beauty and aesthetic quality of the environment that natural vegetation and trees be preserved and that no erosion problems arise that might jeopardize the purity and appearance of the Common Areas. In order to meet this goal, no clearing of vegetation or of trees larger than four inches in diameter (measured 4 feet from the ground) shall be permitted without the prior written consent of the Committee, and then, only as may be necessary for the construction of an approved dwelling, driveway or other improvement. No clearing, grading, destruction of vegetation or cutting of any tree larger than 4 inches in diameter shall be undertaken or commenced on any Lot until a clearing and landscape plan has been approved in writing by the Committee, and such plan shall specifically designate the vegetation and trees to be removed, and the particulars of trees, shrubs, hedges and/or sodding to be placed upon the Lot after completion of construction. Owners shall maintain as much of the existing vegetation as possible and replace any vegetation that it may be necessary to remove for construction. In any event, all Lots shall be maintained so as to prevent erosion.

Section 11. Open Fires. Open fires and the burning of leaves, or underbrush shall be prohibited in Oakfair Plantation unless the prior written consent of the Committee is obtained. The Committee's consent shall be granted in the Committee's sole discretion, and, if granted, may be conditioned upon such terms as the Committee deems appropriate.

ARTICLE IX. EXTERIOR MAINTENANCE

All owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance, and properly painted or preserved, and where the Committee notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the owner or tenants hereby covenant and agree that the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the owner. Such maintenance as to a vacant Lot may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter. The cost of any such maintenance shall be assessed against the Lot upon which the

maintenance is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the owner. It shall also constitute a lien against the Lot and a personal obligation of the owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

ARTICLE X. COMMON AREAS.

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every site. Each owner shall have a perpetual easement for ingress over and across all roads located within the Properties, as such roads are more particularly described in Exhibit B attached, and the pedestrian easement more particularly described in Exhibit E attached.

Section 2. Title to Common Areas. The Declarant may retain the legal title to the common areas until such time as he has completed improvements thereon. Notwithstanding any provision herein, Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the common areas which are not dedicated and accepted by a governmental agency to the Association not later than the 1st day of January, 1998.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(b) the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken. This provision shall not be applicable to property owned by Declarant which he dedicated to the public for use and maintenance.

Section 4. Maintenance. The Association shall maintain all common areas within Oakfair Plantation, including specifically all roads described in Exhibit B, drainage easements as described in Composite Exhibit C, stormwater management areas as described in Exhibit D, and pedestrian access and utility easement described in Exhibit E. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within Oakfair Plantation, and to provide a program for pest control.

ARTICLE XI. UTILITY EASEMENTS.

Declarant reserves unto itself, his successors and assigns, a perpetual and alienable easement and right on, over and under all common areas and each lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone

equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each Lot or the common areas as may be reasonably required for utility and drainage and stormwater management purposes, provided, however, that no such easement shall be applicable to any portion of such Lot as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration, or (b) such portion of a Lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, drainage and stormwater management and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service. In addition to the above, there is specifically reserved an easement for water line and utility easements in favor of Talquin Electric and Declarant, their successors and assigns, over, under and across the property more particularly described in Exhibits B, C, E and F attached.

ARTICLE XII. ENFORCEMENT.

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the Lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails be entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant or the Association, its officers, directors and designated representatives for the failure to enforce the terms of this Declaration.

ARTICLE XIII. DECLARANTS' DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors from doing or performing on all or any part of Oakfair Plantation actually owned or controlled by Declarant or his transferees or upon the common areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

- (a) erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots;

(d) provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of the Oakfair Plantation owned or controlled by the party causing or conducting said operations, and the Common Areas. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

ARTICLE XIV. AMENDMENTS

Section 1. By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarant, without the requirement of the Association's consent or the consent of the owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any Lot, including set back restrictions, if the Declarant, in his sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners. Except as provided in Section 3 of this paragraph after termination of Class B membership in the Association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all Lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any Institutional Mortgagee under this Declaration without the specific written approval of the Declarant, or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

ARTICLE XV. DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant of owners and the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

ARTICLE XVI. MISCELLANEOUS

Section 1. Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices. Any notice required to be sent to any member or owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions Headings and Titles. Article and paragraph captions, headings and title inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 6. Attorneys' Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys'

fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 7. Exception. Notwithstanding anything contained herein to the contrary, this Declaration shall not be applicable to Lot 21, Block A, and Lots 7 and 8, Block C of OAKFAIR PLANTATION, as more particularly shown on Exhibit G attached hereto in that said Lots are expressly reserved for possible future commercial and/or multi-family development. No amendment to this Declaration shall be applicable to Lot 21, Block A, and Lots 7 and 8, Block C, without the express written joinder of the owners of Lot 21, Block A, and Lots 7 and 8, Block C.

Section 8. Additional Property. Declarant expressly reserves the right to add adjoining property to the Properties subject to this Declaration. Any such addition of Property shall be effective upon recording in the Public Records of Leon County, Florida, an Amendment to this Declaration, executed by Declarant.

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

Marilyn A. Yeomans
Print Name: MARILYN A. YEOMANS
Sheryl A. Remien
Print Name: SHERYL A. REMIEN

Roger R. Newton
ROGER R. NEWTON

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
21st day of July, 1994, by ROGER R. NEWTON, who is
personally known to me or who has produced a driver's license as
identification.



Marilyn A. Yeomans
NOTARY PUBLIC
Print Name: MARILYN A. YEOMANS
My commission expires:

NOTARY PUBLIC, State of Florida at large.
My Commission expires August 27, 1994.

OAKFAIR PLANTATION

OR 1752 PG 1747

Boundary

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

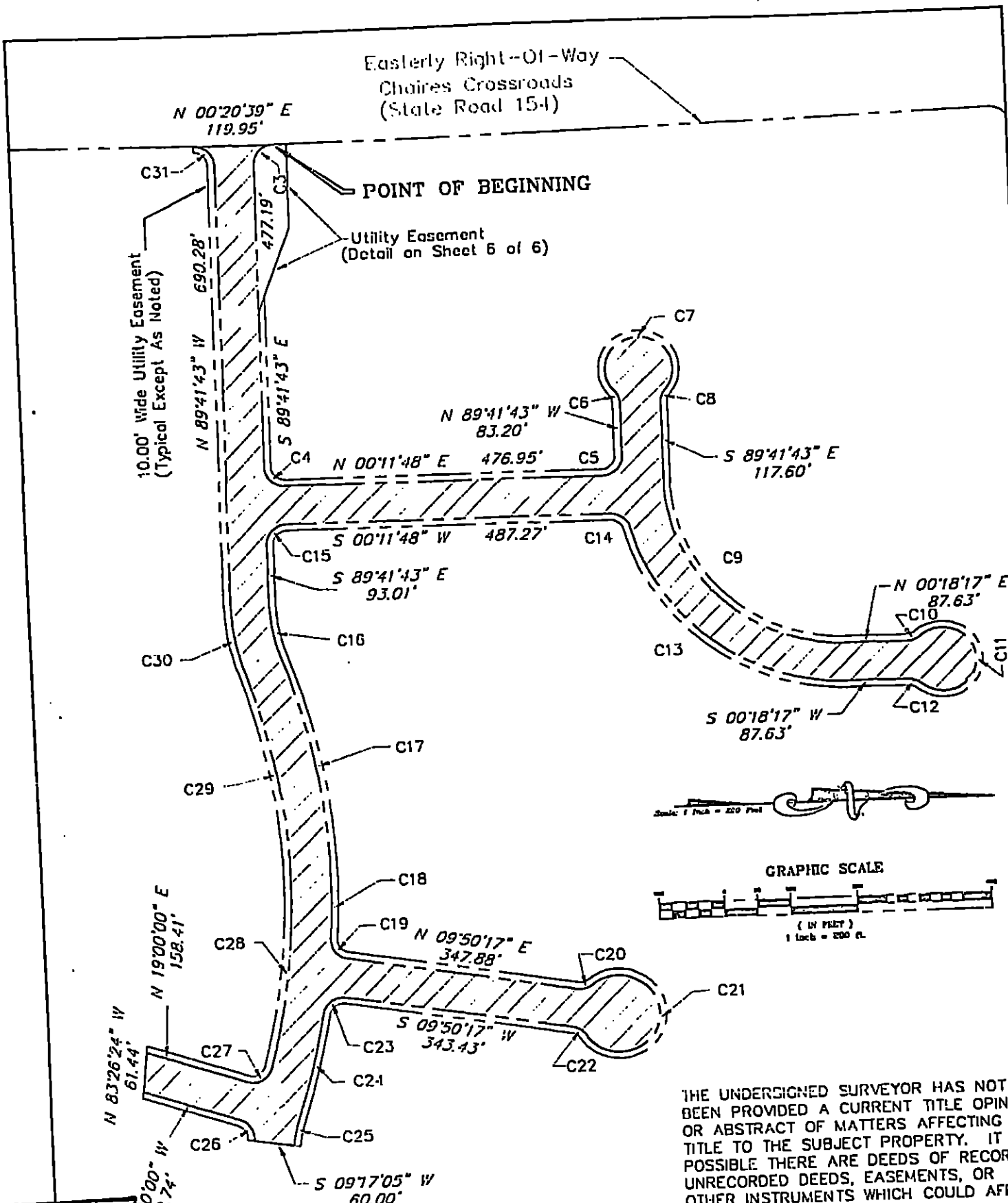
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northeast corner of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a concrete monument marking the intersection of the Southerly maintained right of way boundary of Wadesboro Road with the Southerly right of way boundary of U.S. Highway No. 90, said concrete monument being located 75 feet measured at right angles from Department of Transportation centerline station 544+95.22, thence South 80 degrees 07 minutes 48 seconds West along the Southerly right of way boundary of said U.S. Highway No. 90 a distance of 195.75 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 80 degrees 07 minutes 48 seconds West along said right of way boundary 731.58 feet, thence leaving said right of way boundary run South 02 degrees 00 minutes 00 seconds West 658.59 feet, thence South 85 degrees 36 minutes 30 seconds West 573.71 feet, thence North 04 degrees 23 minutes 30 seconds West 592.44 feet to the Southerly right of way boundary of said U.S. Highway No. 90, thence South 80 degrees 07 minutes 48 seconds West along said right of way boundary 66.24 feet to a concrete monument, thence South 80 degrees 12 minutes 05 seconds West along said right of way boundary 501.69 feet, thence leaving said right of way boundary run South 00 degrees 18 minutes 17 seconds West 431.97 feet, thence North 89 degrees 41 minutes 43 seconds West 613.30 feet to the center of paving of Chaires Road, thence Southerly along the center of said paving as follows: South 01 degree 17 minutes 46 seconds East 326.09 feet to a nail and cap marking a point of curve to the right, thence along said curve with a radius of 16,397.54 feet, through a central angle of 01 degree 39 minutes 00 seconds, for an arc distance of 472.22 feet to a nail and cap, thence South 00 degrees 21 minutes 14 seconds West 395.15 feet, thence leaving the center of paving of said Chaires Road run East 420.99 feet, thence North 75 degrees 18 minutes 45 seconds East 435.61 feet, thence North 69 degrees 16 minutes 41 seconds East 201.90 feet, thence North 84 degrees 33 minutes 13 seconds East 190.08 feet, thence South 83 degrees 26 minutes 24 seconds East 313.62 feet, thence South 54 degrees 24 minutes 15 seconds East 332.06 feet, thence South 50 degrees 43 minutes 03 seconds East 193.00 feet, thence North 68 degrees 48 minutes 47 seconds East 231.17 feet, thence North 10 degrees 06 minutes 17 seconds East 2055.26 feet to the POINT OF BEGINNING; containing 76.10 acres, more or less.

Less and Except that part of the foregoing described property lying within the maintained right of way boundary of Chaires Road.

EXHIBIT A





THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6.000, FLORIDA ADMINISTRATIVE CODE).

David W. Hutcherson
 DAVID W. HUTCHERSON
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NO. 5051

RECORDING NOTICE

Document legibility unsatisfactory for clear reproduction in the public records.

NOTES:

- Bearings based upon a legal description of Oakfair Plantation boundary prepared by Lee F. Dowling, P.L.S. No. 2661 dated January 29, 1992.
- Please see Sheet 2 of 6 for all curve information.

THIS IS NOT A SURVEY

**OAKFAIR PLANTATION
 RIGHT-OF-WAY
 ROGER NEWTON**

DATE: JULY 1, '94
 SCALE: 1" = 200'
 SHEET: 1 OF 6
 JOB NO: 92-137

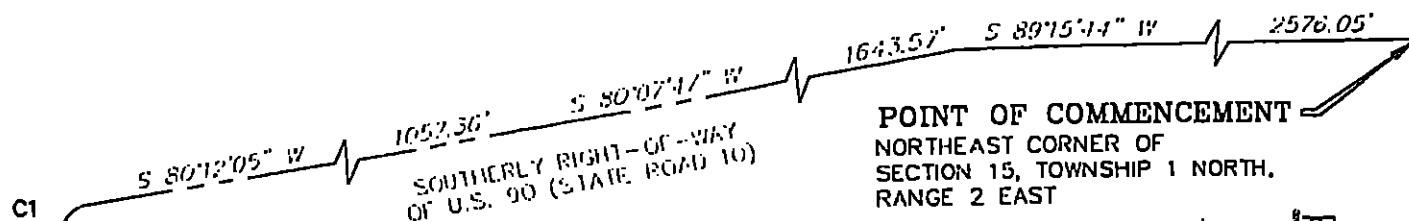
DWG ID: RNOFRW.DWG
 DRAWN BY: N.L.E.
 CHECKED BY: D.W.H.
 FIELD BOOK: N/A

**CAPITAL
 ENGINEERING
 CONSULTANTS, INC.**

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308
 POST OFFICE BOX 1394, TALLAHASSEE, FLORIDA 32302
 PHONE: (904) 656-3177 FAX: (904) 656-4065

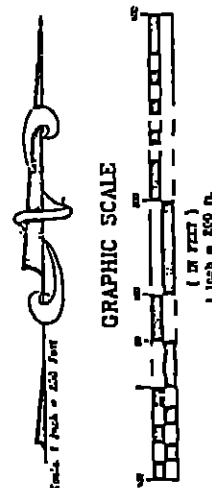
EXHIBIT B

POINT OF COMMENCEMENT TIE



NOTES:

- Bearings based upon a legal description of Oakfair Plantation boundary prepared by Lee F. Dowling, P.L.S. No. 2661 dated January 29, 1992.
- Please see Sheet 1 of 5 for all curve information.



POINT OF BEGINNING

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00'	42.68'	39.17'	S 39°27'09" W	81°30'16"
C2	16448.77'	448.10'	448.09'	S 00°30'57" E	01°33'39"
C3	30.00'	47.10'	42.41'	S 44°42'55" E	89°57'36"
C4	30.00'	47.18'	42.47'	N 45°15'02" E	90°06'29"
C5	30.00'	47.07'	42.39'	N 44°44'58" W	89°53'31"
C6	30.00'	21.68'	21.21'	S 69°35'59" W	41°24'35"
C7	50.00'	229.35'	75.00'	N 00°18'17" E	262°49'09"
C8	30.00'	21.68'	21.21'	S 68°59'26" E	41°24'35"
C9	270.00'	424.12'	381.84'	N 45°18'17" E	90°00'00"
C10	30.00'	21.68'	21.21'	N 20°24'01" W	41°24'35"
C11	50.00'	229.35'	75.00'	S 89°41'43" E	262°49'09"
C12	30.00'	21.68'	21.21'	S 21°00'34" W	41°24'35"
C13	330.00'	439.16'	407.46'	S 38°25'44" W	76°14'55"
C14	30.00'	39.98'	37.09'	S 38°22'30" W	76°21'24"
C15	30.00'	47.07'	42.39'	S 44°44'58" E	89°53'31"
C16	270.00'	91.72'	91.28'	N 80°34'22" E	19°27'48"
C17	1055.42'	352.91'	351.27'	N 80°25'14" E	19°09'31"
C18	1141.71'	98.04'	98.01'	S 87°32'24" E	04°55'13"
C19	30.00'	49.61'	44.15'	N 52°38'43" E	94°44'57"
C20	30.00'	25.23'	24.49'	N 14°15'25" W	48°11'23"
C21	60.00'	289.42'	80.00'	S 80°09'43" E	276°22'46"
C22	30.00'	25.23'	24.49'	S 33°55'58" W	48°11'23"
C23	30.00'	47.17'	42.46'	S 35°07'06" E	90°05'15"
C24	1141.71'	159.58'	159.45'	S 75°21'51" E	08°00'29"
C25	320.00'	52.25'	52.19'	S 76°02'16" E	09°21'18"
C26	30.00'	42.04'	38.68'	S 59°08'33" W	80°17'05"
C27	30.00'	45.91'	41.56'	N 27°12'23" W	87°41'06"
C28	1081.71'	298.68'	297.73'	N 82°05'24" W	15°49'13"
C29	995.42'	332.85'	331.30'	S 80°25'14" W	19°09'31"
C30	330.00'	112.10'	111.56'	S 80°34'22" W	19°27'48"
C31	30.00'	47.10'	42.41'	S 45°19'45" W	89°57'03"

RECORDING NOTICE

Document legibility unsatisfactory for clear reproduction in the public records.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

THIS IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE).

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
RIGHT-OF-WAY
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DRAWN: JULY 1, '94
SCALE: 1" = 200'
SHEET: 2 OF 6
RECORD: 92-137

DESIGNED: RNOFRW.DWG
DRAWN BY: NLE
CHECKED BY: D.W.H.
REVISION: N/A

1726 EAST MALLAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1304, TALLAHASSEE, FLORIDA 32302
PHONE (904) 656-9177 FAX (904) 656-4065

LEGAL DESCRIPTION
FOR
OAKFAIR PLANTATION
STREET RIGHT-OF-WAYS
AND
UTILITY EASEMENTS

A strip of land lying within Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, to be used as a Street Right-of-Way and more particularly described as follows:

COMMENCE at the Northeast Corner of Section 15, Township 1 North, Range 2 East, and thence run South 89 degrees 15 minutes 44 seconds West for a distance of 2576.05 feet to a point on the South right-of-way line of U.S. Highway 90 (State Road 10); thence continue South 80 degrees 07 minutes 47 seconds West along said right-of-way line for a distance of 1643.57 feet; thence continue South 80 degrees 12 minutes 05 seconds West for a distance of 1057.36 feet to the intersection of said right-of-way line with the Easterly right-of-way line of Chaires Crossroads (State Road 154) and a point of curvature to the left; thence, departing said Southerly right-of-way line of U.S. Highway 90, continue along said Easterly right-of-way line of Chaires Crossroads and the arc of said curve to the left with a radius of 30.00 feet, a central angle of 81 degrees 30 minutes 16 seconds, a chord length of 39.17 feet, and a chord bearing of South 39 degrees 27 minutes 09 seconds West, for a distance of 42.68 feet to a point of tangency; thence continue South 01 degrees 17 minutes 47 seconds East for a distance of 628.87 feet to a point of curvature to the right; thence continue along the arc of said curve to the right with a radius of 16,448.77 feet, a central angle of 01 degrees 33 minutes 39 seconds, a chord length of 448.09 feet, and a chord bearing of South 00 degrees 30 minutes 57 seconds East, for a distance of 448.10 feet to a point of reverse curvature to the left and the POINT OF BEGINNING.

From said POINT OF BEGINNING, and departing said right-of-way line, run along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 36 seconds, a chord length of 42.41 feet and a chord bearing of South 44 degrees 42 minutes 55 seconds East, for a distance of 47.10 feet to a point of tangency; thence run South 89 degrees 41 minutes 43 seconds East a distance of 477.19 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 90 degrees 06 minutes 29 seconds, a chord length of 42.47 feet, and a chord bearing of North 45 degrees 15 minutes 02 seconds East, for a distance of 47.18 feet to a point of tangency; thence run North 00 degrees 11 minutes 48 seconds East for a distance of 476.95 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 53 minutes 31 seconds, a chord length of 42.39 feet, and a chord bearing of North 44 degrees 44 minutes 58 seconds West, for a distance of 47.07 feet to a point of tangency; thence run North 89 degrees 41 minutes 43 seconds West a distance of 83.20 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 41 degrees 24 minutes 35 seconds, a chord length of 21.21 feet, and a chord bearing of South 69 degrees 35 minutes 59 seconds West, for a distance of 21.68 feet to a point of reverse curvature to the right; thence continue along the arc of said curve to the right with a radius of 50.00 feet, a central angle of 262 degrees 49 minutes 09 seconds, a chord length of 75.00 feet and a chord bearing of North 00 degrees 18 minutes 17 seconds East, for a distance of 229.35 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 41 degrees 24 minutes

(CONTINUED ON SHEET 4 OF 6)

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

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DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO: 5051

OAKFAIR PLANTATION
RIGHT-OF-WAY
ROGER NEWTON

DATE: JULY 1, '94
SCALE: 1" = 200'
SHEET: 3 OF 6
JOB NO.: 92-137

DWG ID: RNOFRW.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1725 EAST MALLAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1199, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 3 OF 6)

35 seconds, a chord length of 21.21 feet, and a chord bearing of South 68 degrees 59 minutes 26 seconds East, for a distance of 21.68 feet to a point of tangency; thence run South 89 degrees 41 minutes 43 seconds East for a distance of 117.60 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 270.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord length of 381.84 feet, and a chord bearing of North 45 degrees 18 minutes 17 seconds East, for a distance of 424.12 feet to a point of tangency; thence run North 00 degrees 18 minutes 17 seconds East for a distance of 87.63 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 41 degrees 24 minutes 35 seconds, a chord length of 21.21 feet, and a chord bearing of North 20 degrees 24 minutes 01 seconds West, a distance of 21.68 feet to a point of reverse curvature to the right; thence continue along the arc of said curve to the right with a radius of 50.00 feet, a central angle of 262 degrees 49 minutes 09 seconds, a chord length of 75.00 feet, and a chord bearing of South 89 degrees 41 minutes 43 seconds East, for a distance of 229.35 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 41 degrees 24 minutes 35 seconds, a chord length of 21.21 feet, and a chord bearing of South 21 degrees 00 minutes 34 seconds West, for a distance of 21.68 feet to a point of tangency; thence run South 00 degrees 18 minutes 17 seconds West for a distance of 87.63 feet to a point of curvature to the right; thence continue along the arc of said curve to the right with a radius of 330.00 feet, a central angle of 76 degrees 14 minutes 55 seconds, a chord length of 407.46, and a chord bearing of South 38 degrees 25 minutes 44 seconds West, for a distance of 439.16 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 76 degrees 21 minutes 24 seconds, a chord length of 37.09 feet, and a chord bearing of South 38 degrees 22 minutes 30 seconds West, for a distance of 39.98 feet to a point of tangency; thence run South 00 degrees 11 minutes 48 seconds West for a distance of 487.27 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 53 minutes 31 seconds, a chord length of 42.39 feet and a chord bearing of South 44 degrees 44 minutes 58 seconds East, for a distance of 47.07 feet to a point of tangency; thence run South 89 degrees 41 minutes 43 seconds East for a distance of 93.01 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 270.00 feet, a central angle of 19 degrees 27 minutes 48 seconds, a chord length of 91.28 feet, and a chord bearing of North 80 degrees 34 minutes 22 seconds East, for a distance of 91.72 feet to a point of reverse curvature to the right; thence continue along said curve to the right with a radius of 1055.42 feet, a central angle of 19 degrees 09 minutes 31 seconds, a chord length of 351.27 feet, and a chord bearing of North 80 degrees 25 minutes 14 seconds East, for a distance of 352.91 feet to a point of compound curvature to the right; thence continue along the arc of said curve to the right with a radius of 1141.71 feet, a central angle of 04 degrees 55 minutes 13 seconds, a chord length of 98.01 feet, and a chord bearing of South 87 degrees 32 minutes 24 seconds East, for a distance of 98.04 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 94 degrees 44 minutes 57 seconds, a chord length of 44.15 feet, and a chord bearing of North 52 degrees 38 minutes 43 seconds East, for a distance of 49.61 feet to a point of tangency; thence run North 09 degrees 50

(CONTINUED ON SHEET 5 OF 6)

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

THIS IS NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE).

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
RIGHT-OF-WAY
ROGER NEWTON

DATE: JULY 1, '94
SCALE: 1" = 200'
SHEET: 4 OF 6
JOB NO.: 92-137

DRAWN: RNOFRW.DWG
CHECKED: N.L.E.
DESIGNED BY: D.W.H.
FIELD BOOK: N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32301
POST OFFICE BOX 1304, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 666-9177 FAX: (904) 650-4065

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 4 OF 6)

minutes 17 seconds East for a distance of 347.88 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 48 degrees 11 minutes 23 seconds, a chord length of 24.49 feet, and a chord bearing of North 14 degrees 15 minutes 25 seconds West, for a distance of 25.23 feet to a point of reverse curvature to the right; thence continue along the arc of said curve to the right with a radius of 60.00 feet, a central angle of 276 degrees 22 minutes 46 seconds, a chord length of 80.00 feet, and a chord bearing of South 80 degrees 09 minutes 43 seconds East, for a distance of 289.42 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 48 degrees 11 minutes 23 seconds, a chord length of 24.49 feet, and a chord bearing of South 33 degrees 55 minutes 58 seconds West, for a distance of 25.23 feet to a point of tangency; thence run South 09 degrees 50 minutes 17 seconds West for a distance of 343.43 feet to a point of curvature to the left; thence continue along said curve to the left with a radius of 30.00 feet, a central angle of 90 degrees 05 minutes 15 seconds, a chord length of 42.46 feet, and a chord bearing of South 35 degrees 07 minutes 06 seconds East, for a distance of 47.17 feet to a point of reverse curvature to the right; thence continue along the arc of said curve to the right with a radius of 1141.71 feet, a central angle of 08 degrees 00 minutes 29 seconds, a chord length of 159.45 feet, and a chord bearing of South 75 degrees 21 minutes 51 seconds East, for a distance of 159.58 feet to a point of reverse curvature to the left; thence continue along the arc of said curve to the left with a radius of 320.00 feet, a central angle of 09 degrees 21 minutes 18 seconds, a chord length of 52.19 feet, and a chord bearing of South 76 degrees 02 minutes 16 seconds East, for a distance of 52.25 feet to a point on the arc of said curve; thence departing said curve run South 09 degrees 17 minutes 05 seconds West for a distance of 60.00 feet to a point on the arc of a curve; thence run along the arc of said curve with a radius of 30.00 feet, a central angle of 80 degrees 17 minutes 05 seconds, a chord length of 38.68 feet, and a chord bearing of South 59 degrees 08 minutes 33 seconds West, for a distance of 42.04 feet to a point of tangency; thence run South 19 degrees 00 minutes 00 seconds West a distance of 152.74 feet to a point on the North line of Lot 33, Oakfair Farms; thence continue North 83 degrees 26 minutes 24 seconds West along said line for a distance of 61.44 feet; thence departing from said line, run North 19 degrees 00 minutes 00 seconds East for a distance of 158.41 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 87 degrees 41 minutes 06 seconds, a chord length of 41.56 feet, and a chord bearing of North 27 degrees 12 minutes 23 seconds West, for a distance of 45.91 feet to a point of compound curvature to the left; thence continue along the arc of said curve to the left with a radius of 1081.71 feet, a central angle of 15 degrees 49 minutes 13 seconds, a chord length of 297.73 feet, and a chord bearing of North 82 degrees 05 minutes 24 seconds West, for a distance of 298.68 feet to a point of compound curvature to the right; thence continue along the arc of said curve to the right with a radius of 995.42 feet, a central angle of 19 degrees 09 minutes 31 seconds, a chord length of 331.30 feet, and a chord bearing of South 80 degrees 25 minutes 14 seconds West, for a distance of 332.85 feet to a point of reverse curvature to the right; thence continue along the arc of said curve to the right with a radius of 330.00 feet, a central angle of 19 degrees 27 minutes 48 seconds, a chord length of 111.56 feet, and a chord bearing of South 80 degrees 34 minutes 22 seconds West, for a distance of 112.10 feet to a point of tangency; thence run North 89 degrees 41

(CONTINUED ON SHEET 6 OF 6)

THIS IS NOT A SURVEY

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE).

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
RIGHT-OF-WAY
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JULY 1, '94
SCALE: 1" = 200'
SHEET: 5 OF 6
JOB NO.: 92-137

DWG ID: RNOFRW.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32304
POST OFFICE BOX 110-1, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 5 OF 6)

minutes 43 seconds West for a distance of 690.28 feet to a point of curvature to the left; thence continue along the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 03 seconds, a chord length of 42.41 feet, and a chord bearing of South 45 degrees 19 minutes 45 seconds West, for a distance of 47.10 feet to a point on the East right-of-way line of Chaires Crossroads (State Road 154); thence run North 00 degrees 20 minutes 39 seconds East along said right-of-way line for a distance of 119.95 feet to the POINT OF BEGINNING, said parcel containing 5.319 acres, more or less.

Together with a 10.00 foot wide Utility Easement parallel to and adjoining the outside perimeter of the above described Street Right-of-Way Easement and an additional Utility Easement described as follows:

BEGIN at the intersection of the North line of the above described Street Right-of-Way Easement which is a point of reverse curvature to the left; from said POINT OF BEGINNING run along the arc of said Street right-of-way curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 36 seconds, a chord length of 42.41 feet and a chord bearing of South 44 degrees 42 minutes 55 seconds East, for a distance of 47.10 feet to a point of tangency; thence run South 89 degrees 41 minutes 43 seconds East for a distance of 234.24 feet; thence departing said right-of-way run North 69 degrees 06 minutes 20 seconds West for a distance of 142.18 feet; thence run North 89 degrees 41 minutes 43 seconds West for a distance of 131.17 feet to a point on a curve of the Easterly right-of-way of Chaires Crossroads; thence run along the arc of said curve with a radius of 16,448.77 feet, a central angle of 00 degrees 04 minutes 11 seconds, a chord length of 20.02 feet, a chord bearing of South 00 degrees 13 minutes 47 seconds East, for a distance of 20.02 feet to the POINT OF BEGINNING.

Easterly R/W of Chaires Crossroads

POINT OF BEGINNING

OAKFAIR PLANTATION
BLOCK A
(UNRECORDED)

LEGEND

- Δ = Central Angle
- R = Radius
- L = Arc Length
- R/W = Right-of-Way

N 89°41'43" W 131.17'

Δ = 00°04'11"
R = 16,448.77'
L = 20.02'

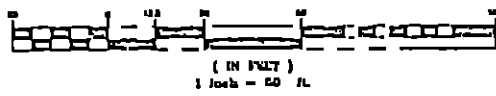
Δ = 89°57'36"
R = 30.00'
L = 47.10'

N 69°06'20" W 142.18'

S 89°41'43" E 234.24

Northerly R/W of SEAFAIR LANE

GRAPHIC SCALE



THIS IS NOT A SURVEY

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
RIGHT-OF-WAY
ROGER NEWTON

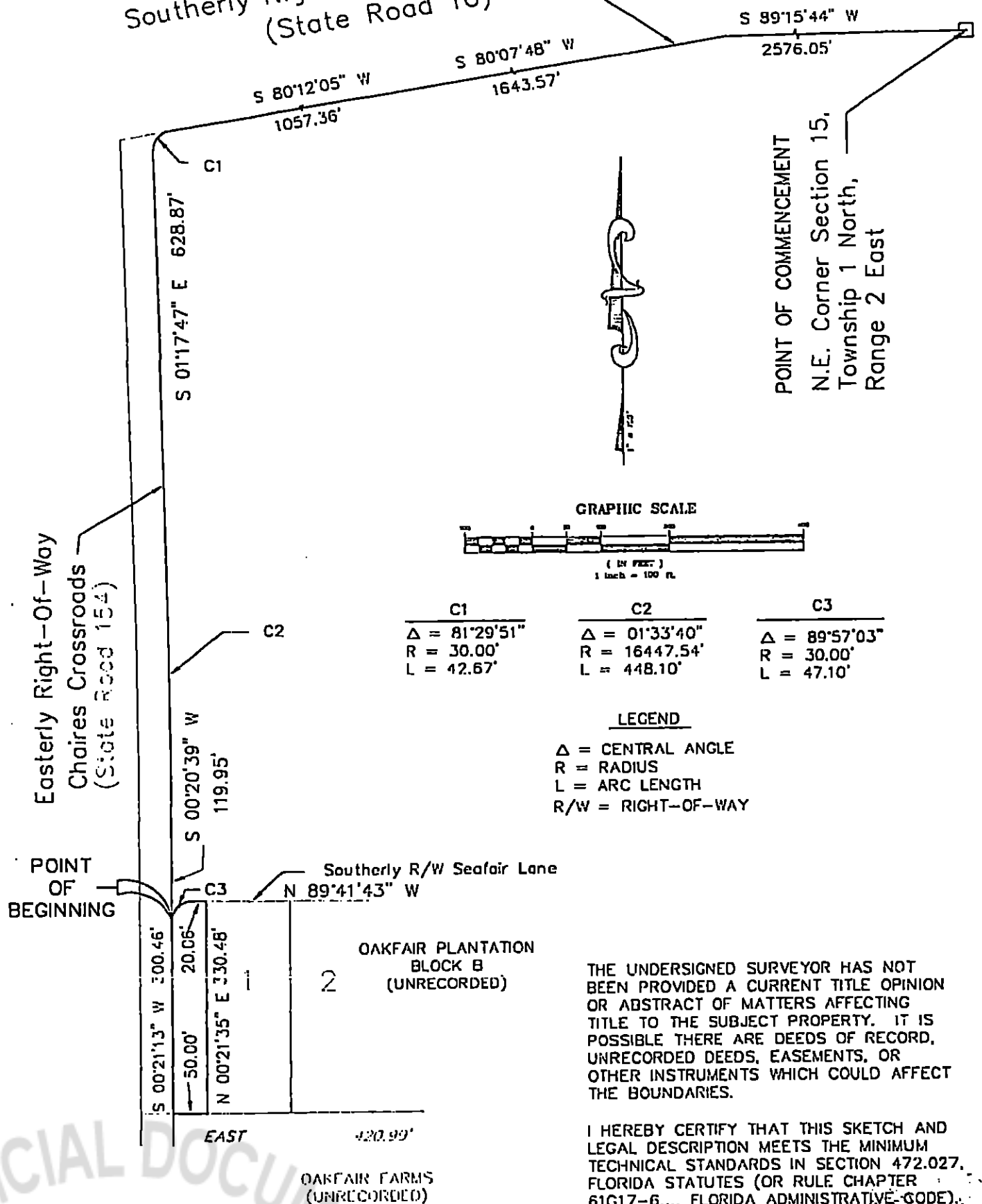
CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JULY 1, '94
SCALE: 1" = 50'
SHEET: 6 OF 6
JOB NO.: 92-137

DWG TO: RNOFRW.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD DATA: N/A

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 13094, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065

Southerly Right-Of-Way of U.S. 90
(State Road 10)



THIS IS NOT A SURVEY

OAKFAIR PLANTATION
BLOCK B - DRAINAGE EASEMENT
ROGER NEWTON

DATE JULY 19, '94
SCALE 1" = 200'
SHEET 1 OF 2
JOB NO. 92-137

DWG. NO. RNOFB1DE.DWG
DRAWN BY N.L.E.
CHECKED BY D.W.H.
FIELD BOOK N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1726 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32301
POST OFFICE BOX 11004, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4066

EXHIBIT C

LEGAL DESCRIPTION

A strip of land to be used as a Drainage Easement which lies within Block B of Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and more particularly described by metes and bounds as follows:

COMMENCE at the Northeast corner of Section 15, Township 1 North, Range 2 East; thence run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a point on the Southerly right-of-way of U.S. Highway 90 (State Road 10); thence run along said right-of-way South 80 degrees 07 minutes 48 seconds West 1643.57 feet; thence continue South 80 degrees 12 minutes 05 seconds West 1057.36 feet to a point of intersection of the Southerly right-of-way of U.S. Highway 90 and a point of curvature to the left on the Easterly right-of-way of Chaires Crossroads (State Road 154); thence departing said U.S. Highway 90 right-of-way run along the arc of said Chaires Crossroads right-of-way curve with a radius of 30.00 feet, a central angle of 81 degrees 29 minutes 51 seconds, a chord length of 39.17 feet, and a chord bearing of South 39 degrees 27 minutes 09 seconds West, for a distance of 42.68 feet to a point of tangency; thence continue South 01 degrees 17 minutes 47 seconds East 628.87 feet to a point of curvature to the right; thence run along the arc of said curve with a radius of 16,447.54 feet, a central angle of 01 degrees 33 minutes 40 seconds, a chord length of 448.09 feet, and a chord bearing of South 00 degrees 30 minutes 57 seconds East, for a distance of 448.10 feet to a point of tangency; thence run South 00 degrees 20 minutes 39 seconds West 119.95 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue South 00 degrees 21 minutes 13 seconds West 300.46 feet to the point of intersection of said right-of-way line with the boundary line dividing Oakfair Plantation (unrecorded) and Oakfair Farms (unrecorded); thence departing said right-of-way line run East 50.00 feet along said boundary line; thence departing said boundary line run North 00 degrees 21 minutes 35 seconds East 330.48 feet to a point on the Southerly right-of-way of Seafair Lane; thence run along said right-of-way line North 89 degrees 41 minutes 43 seconds West 20.06 feet to a point of curvature to the left; thence run along the arc of said curve with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 03 seconds, a chord length of 42.41 feet, and a chord bearing of South 45 degrees 19 minutes 45 seconds West, for a distance of 47.10 feet to a point of tangency and the intersection of said right-of-way line with the Easterly right-of-way of Chaires Crossroads and the POINT OF BEGINNING, said parcel being X.XXX acres, more or less, and subject to a 10.00 foot wide Utility Easement along the right-of-way of Seafair Lane.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6..., FLORIDA ADMINISTRATIVE CODE).

NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED BY LEE F. DOWLING, P.L.S. NO. 2661, DATED JANUARY 29, 1992.

THIS IS NOT A SURVEY

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

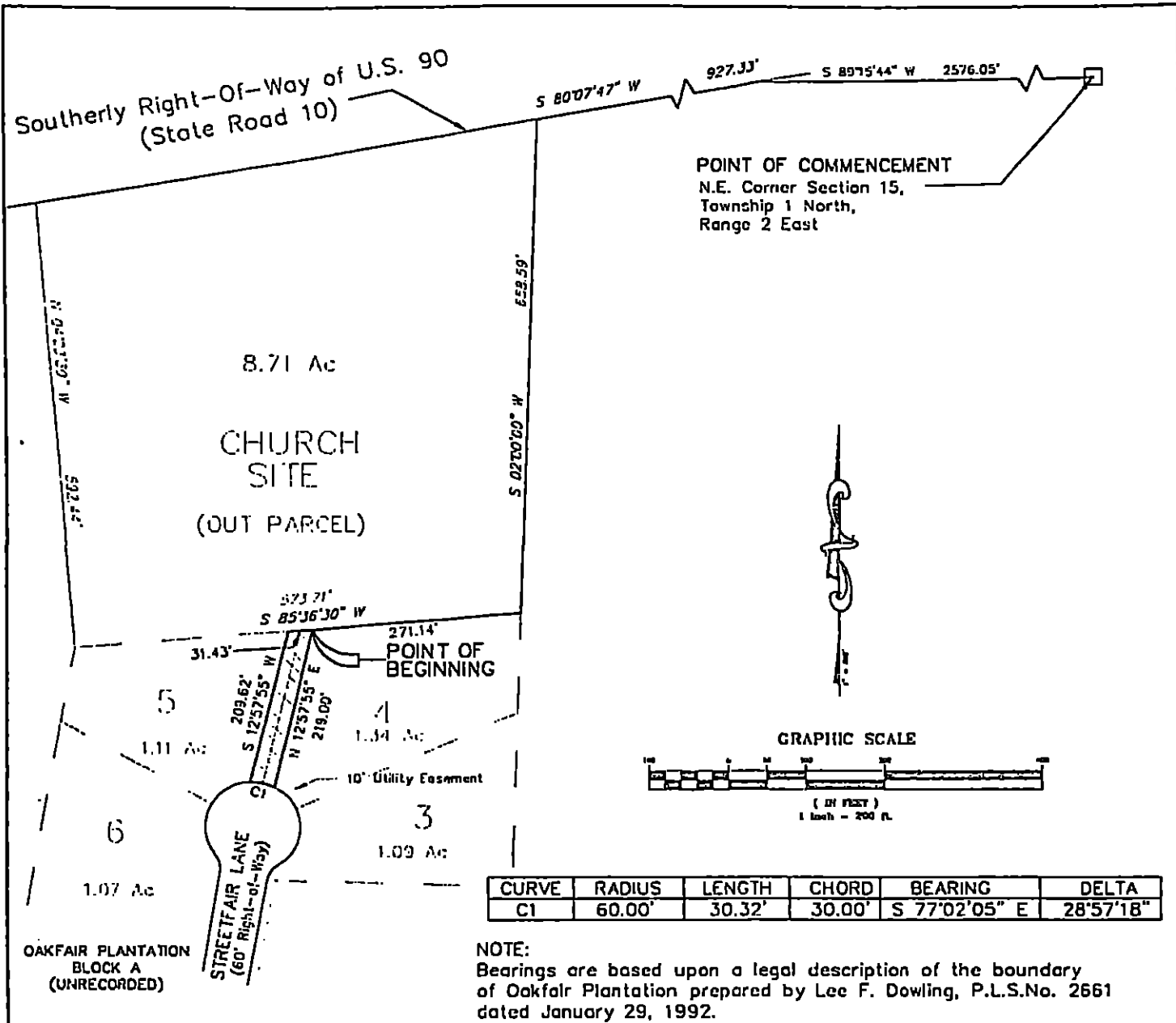
OAKFAIR PLANTATION
BLOCK B - DRAINAGE EASEMENT
ROGER NEWTON

DATE: JULY 19, '94
SCALE: 1" = 200'
SHEET: 2 OF 2
JOB NO: 92-137

DESIGN: RNOFBIDE.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1720 EAST MATHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1399, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065



LEGAL DESCRIPTION

A strip of land lying within Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, to be used for a Drainage and Utility Easement and more particularly described by meets and bounds as follows:

COMMENCE at the Northeast Corner of Section 15, Township 1 North, Range 2 East and thence run South 89 degrees 15 minutes 44 seconds West for a distance of 2576.05 feet to a point on the Southerly right-of-way of U.S. Highway 90 (State Road 10); thence run along said right-of-way line South 80 degrees 07 minutes 47 seconds West for a distance of 927.33 feet; thence departing from said right-of-way line run South 02 degrees 00 minutes 00 seconds West for a distance of 658.59 feet; thence run South 85 degrees 36 minutes 30 seconds West for a distance of 271.14 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue South 85 degrees 36 minutes 30 seconds west for a distance of 31.43 feet; thence run South 12 degrees 57 minutes 55 seconds West for a distance of 209.62 feet to a point on a curve of the right-of-way of Streetfair Lane which is concave to the South; thence run along the arc of said curve with a radius of 60.00 feet, a central angle of 28 degrees 57 minutes 18 seconds, a chord length of 30.00 feet and bearing of South 77 degrees 02 minutes 05 seconds East, for a distance of 30.32 feet; thence departing said right-of-way run North 12 degrees 57 minutes 55 seconds East for a distance of 219.00 feet to the POINT OF BEGINNING, said strip of land being 0.147 acres in area, more or less, and subject to a foot wide Utility Easement along the right-of-way of Streetfair Lane.

THIS IS NOT A SURVEY

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS IN SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6..., FLORIDA ADMINISTRATIVE CODE).

[Signature]
DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

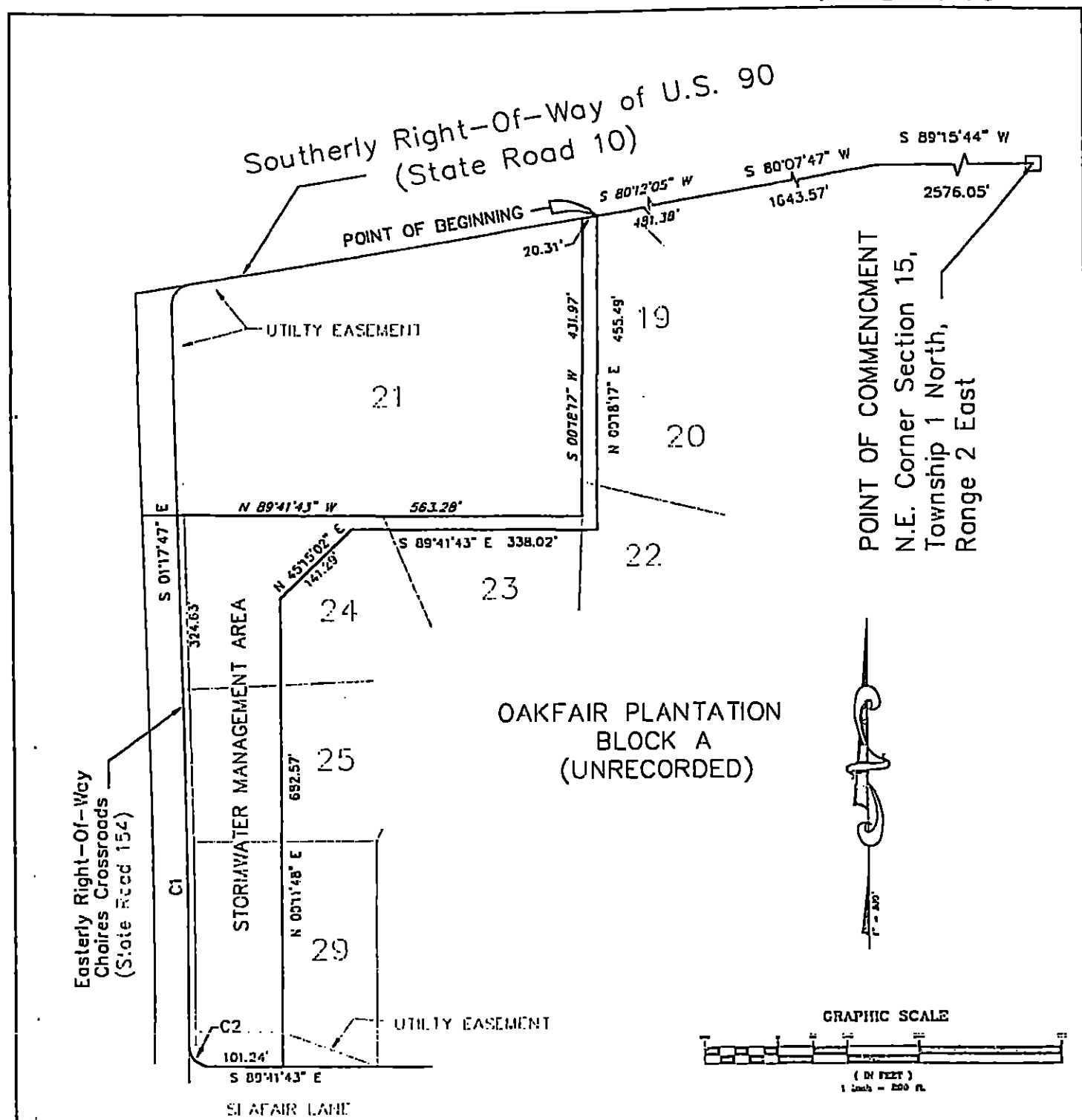
OAKFAIR PLANTATION
DRAINAGE & UTILITY EASEMENT
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JULY 14, '94
SCALE: 1" = 200'
SHEET: 1 OF 1
JOB NO: 92-137

DWG TO: RNOFEA45.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1104, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	16447.54'	448.10'	448.09'	S 00°30'57" E	01°33'40"
C2	30.00'	47.10'	42.41'	S 44°42'55" E	89°57'36"

NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION
OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED
BY LEE F. DOWLING, P.L.S. NO. 2661, DATED
JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT
BEEN PROVIDED A CURRENT TITLE OPINION
OR ABSTRACT OF MATTERS AFFECTING
TITLE TO THE SUBJECT PROPERTY. IT IS
POSSIBLE THERE ARE DEEDS OF RECORD,
UNRECORDED DEEDS, EASEMENTS, OR
OTHER INSTRUMENTS WHICH COULD AFFECT
THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND
LEGAL DESCRIPTION MEETS THE MINIMUM
TECHNICAL STANDARDS IN SECTION 472.027,
FLORIDA STATUTES (OR RULE CHAPTER
61G17-6..., FLORIDA ADMINISTRATIVE CODE).

THIS IS NOT A SURVEY

David W. Hutchison
DAVID W. HUTCHISON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 6051

OAKFAIR PLANTATION STORMWATER FACILITY AND DRAINAGE EASEMENT ROGER NEWTON		CAPITAL ENGINEERING CONSULTANTS, INC. 1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308 POST OFFICE BOX 1394, TALLAHASSEE, FLORIDA 32302 PHONE: (904) 656-9177 FAX: (904) 656-4065
DATE: JULY 18, '94 SCALE: 1" = 200' SHEET 1 OF 2 JOB NO. 92-137	DWG. NO. RNOFDSWF.DWG DRAWN BY: N.L.E. CHECKED BY: D.W.H. FIELD BOOK: N/A	

LEGAL DESCRIPTION

A parcel of land to be used for a Stormwater Management Area and a Drainage Easement which lies within Block A, of Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and more particularly described by meets and bounds as follows:

COMMENCE at the Northeast corner of Section 15, Township 1 North, Range 2 East, thence run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a point on the Southerly right-of-way of U.S. Highway 90 (State Road 10); thence continue along said right-of-way South 80 degrees 07 minutes 47 seconds West 1643.57 feet; thence South 80 degrees 12 minutes 05 seconds West 481.38 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue along said right-of-way South 80 degrees 12 minutes 05 seconds West 20.31 feet; thence departing said right-of-way run South 00 degrees 18 minutes 17 seconds West 431.97 feet; thence run North 89 degrees 41 minutes 43 seconds West 563.28 feet to a point on the Easterly right-of-way of Chaires Crossroads (State Road 154); thence run along said right-of-way South 01 degrees 17 minutes 47 seconds East 324.63 feet to a point of curvature to the right; thence run along the arc of said curve with a radius of 16,447.54 feet, a central angle of 01 degrees 33 minutes 40 seconds, a chord length of 148.09 feet, and a chord bearing of South 00 degrees 30 minutes 57 seconds East, for a distance of 448.10 feet to a point of reverse curvature to the left and the Northerly right-of-way of Seafair Lane; thence departing said right-of-way of Chaires Crossroads continue along the Northerly right-of-way of Seafair Lane and the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 36 seconds, a chord length of 42.41 feet, and a chord bearing of South 44 degrees 42 minutes 55 seconds East to a point of tangency; thence continue South 89 degrees 41 minutes 43 seconds East 101.24 feet; thence departing said right-of-way run North 00 degrees 11 minutes 48 seconds East 682.57 feet; thence run North 45 degrees 15 minutes 02 seconds East 141.29 feet; thence run South 89 degrees 41 minutes 43 seconds East 338.02 feet; thence run North 00 degrees 18 minutes 17 seconds East 455.49 feet to the Southerly right-of-way of U.S. Highway 90 (State Road 10) and the POINT OF BEGINNING, said parcel being 3.018 acres, more or less, and subject to a 50.00 foot wide Utility Easement along the right-of-way of Seafair Lane, a 10.00 foot wide Utility Easement along the right-of-way of Chaires Crossroads, and a 10.00 foot wide Utility Easement along the right-of-way of U.S. Highway 90.

NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION
OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED
BY LEE F. DOWLING, P.L.S. NO. 2661, DATED
JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT
BEEN PROVIDED A CURRENT TITLE OPINION
OR ABSTRACT OF MATTERS AFFECTING
TITLE TO THE SUBJECT PROPERTY. IT IS
POSSIBLE THERE ARE DEEDS OF RECORD,
UNRECORDED DEEDS, EASEMENTS, OR
OTHER INSTRUMENTS WHICH COULD AFFECT
THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND
LEGAL DESCRIPTION MEETS THE MINIMUM
TECHNICAL STANDARDS IN SECTION 472.027,
FLORIDA STATUTES (OR RULE CHAPTER
61G17-6..., FLORIDA ADMINISTRATIVE CODE).

THIS IS NOT A SURVEY

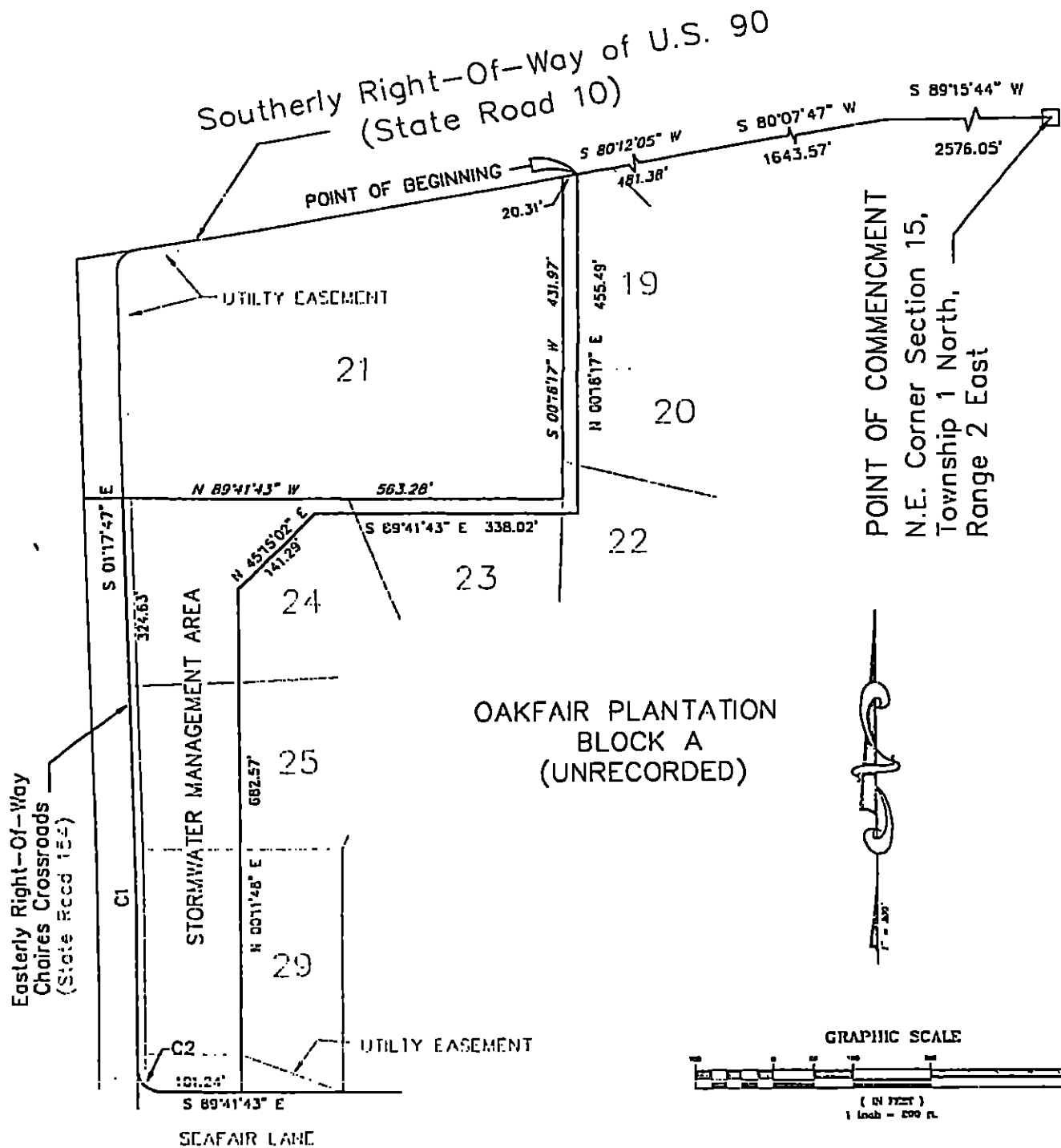
DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
STORMWATER FACILITY AND DRAINAGE EASEMENT
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JULY 18, '94
SCALE: 1" = 200'
SHEET: 2 OF 2
JOB NO: 92-137
DRAWN BY: RNOFDSWF.DWG
CHECKED BY: D.W.H.
FIELD BOOK: N/A

1725 EAST MALLAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 11004, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-1065



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	16447.54'	448.10'	448.09'	S 00°30'57" E	01°33'40"
C2	30.00'	47.10'	42.41'	S 44°42'55" E	89°57'36"

NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION
OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED
BY LEE F. DOWLING, P.L.S. NO. 2661, DATED
JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT
BEEN PROVIDED A CURRENT TITLE OPINION
OR ABSTRACT OF MATTERS AFFECTING
TITLE TO THE SUBJECT PROPERTY. IT IS
POSSIBLE THERE ARE DEEDS OF RECORD,
UNRECORDED DEEDS, EASEMENTS, OR
OTHER INSTRUMENTS WHICH COULD AFFECT
THE BOUNDARIES.

I HEREBY CERTIFY THAT HTIS SKETCH AND
LEGAL DESCRIPTION MEETS THE MINIMUM
TECHNICAL STANDARDS IN SECTION 472.027,
FLORIDA STATUTES (OR RULE CHAPTER
61G17-6...., FLORIDA ADMINISTRATIVE CODE).

THIS IS NOT A SURVEY

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
STORMWATER FACILITY AND DRAINAGE EASEMENT
ROGER NEWTON

DATE: JULY 18, '94
SCALE: 1" = 200'
SHEET: 1 OF 2
JOB NO: 92-137

DWG ID: RNOFDSWF.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FILED IN: N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1725 EAST MANIAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1199-1, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-0177 FAX: (904) 656-1095

LEGAL DESCRIPTION

A parcel of land to be used for a Stormwater Management Area and a Drainage Easement which lies within Block A, of Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and more particularly described by meets and bounds as follows:

COMMENCE at the Northeast corner of Section 15, Township 1 North, Range 2 East, thence run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a point on the Southerly right-of-way of U.S. Highway 90 (State Road 10); thence continue along said right-of-way South 80 degrees 07 minutes 47 seconds West 1643.57 feet; thence South 80 degrees 12 minutes 05 seconds West 481.38 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue along said right-of-way South 80 degrees 12 minutes 05 seconds West 20.31 feet; thence departing said right-of-way run South 00 degrees 18 minutes 17 seconds West 431.97 feet; thence run North 89 degrees 41 minutes 43 seconds West 563.28 feet to a point on the Easterly right-of-way of Chaires Crossroads (State Road 154); thence run along said right-of-way South 01 degrees 17 minutes 47 seconds East 324.63 feet to a point of curvature to the right; thence run along the arc of said curve with a radius of 16,447.54 feet, a central angle of 01 degrees 33 minutes 40 seconds, a chord length of 448.09 feet, and a chord bearing of South 00 degrees 30 minutes 57 seconds East, for a distance of 448.10 feet to a point of reverse curvature to the left and the Northerly right-of-way of Seafair Lane; thence departing said right-of-way of Chaires Crossroads continue along the Northerly right-of-way of Seafair Lane and the arc of said curve to the left with a radius of 30.00 feet, a central angle of 89 degrees 57 minutes 36 seconds, a chord length of 42.41 feet, and a chord bearing of South 44 degrees 42 minutes 55 seconds East to a point of tangency; thence continue South 89 degrees 41 minutes 43 seconds East 101.24 feet; thence departing said right-of-way run North 00 degrees 11 minutes 48 seconds East 682.57 feet; thence run North 45 degrees 15 minutes 02 seconds East 141.29 feet; thence run South 89 degrees 41 minutes 43 seconds East 338.02 feet; thence run North 00 degrees 18 minutes 17 seconds East 455.49 feet to the Southerly right-of-way of U.S. Highway 90 (State Road 10) and the POINT OF BEGINNING, said parcel being 3.018 acres, more or less, and subject to a 50.00 foot wide Utility Easement along the right-of-way of Seafair Lane, a 10.00 foot wide Utility Easement along the right-of-way of Chaires Crossroads, and a 10.00 foot wide Utility Easement along the right-of-way of U.S. Highway 90.

NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION
OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED
BY LEE F. DOWLING, P.L.S. NO. 2661, DATED
JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT
BEEN PROVIDED A CURRENT TITLE OPINION
OR ABSTRACT OF MATTERS AFFECTING
TITLE TO THE SUBJECT PROPERTY. IT IS
POSSIBLE THERE ARE DEEDS OF RECORD,
UNRECORDED DEEDS, EASEMENTS, OR
OTHER INSTRUMENTS WHICH COULD AFFECT
THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND
LEGAL DESCRIPTION MEETS THE MINIMUM
TECHNICAL STANDARDS IN SECTION 472.027,
FLORIDA STATUTES (OR RULE CHAPTER
61G17-6..., FLORIDA ADMINISTRATIVE CODE).

THIS IS NOT A SURVEY

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
STORMWATER FACILITY AND DRAINAGE EASEMENT
ROGER NEWTON

DATE: JULY 18, '94
SCALE: 1" = 200'
SHEET: 2 OF 2
JOB NO: 92-137

DWG ID: RNOFDSWF.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32301
POST OFFICE BOX 1304, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-1065

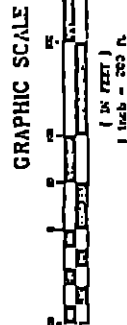
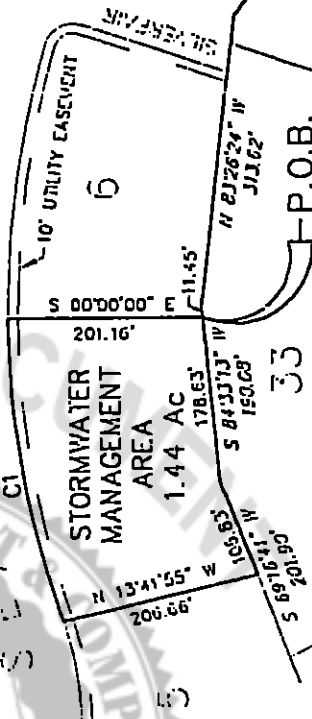
THIS IS NOT A SURVEY

P.O.C.
N.E. Corner Section 15,
Township 1 North,
Range 2 East

Southerly Right-Of-Way of U.S. 90
(State Road 10)

OAKFAIR PLANTATION
BLOCK B
(UNRECORDED)

OAKFAIR LANE



LEGEND
P.O.C. = Point of Commencement
P.O.B. = Point of Beginning

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	995.42'	332.85'	331.30'	N 80°25'14" E	19°09'31"

NOTE:
BEARINGS ARE BASED UPON A LEGAL
DESCRIPTION OF THE BOUNDARY OF
OAKFAIR PLANTATION PREPARED BY
LEE F. DOWLING, P.L.S. NO. 2661 DATED
JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT
BEEN PROVIDED A CURRENT TITLE OPINION
OR ABSTRACT OF MATTERS AFFECTING
TITLE TO THE SUBJECT PROPERTY. IT IS
POSSIBLE THERE ARE DEEDS OF RECORD,
UNRECORDED DEEDS, EASEMENTS, OR
OTHER INSTRUMENTS WHICH COULD AFFECT
THE BOUNDARIES.

I HEREBY CERTIFY THIS SKETCH AND LEGAL
DESCRIPTION MEETS THE MINIMUM TECHNICAL
STANDARDS ON SECTION 472.027, FLORIDA
STATUTES (OR RULE CHAPTER 61G17-6 F.A.C.)

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
STORMWATER FACILITY
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JUNE 28, '94
SCALE: 1" = 200'
SHEET: 1 OF 2
JOB NO. 92-137
DRAWN: RNOFSWF.DWG
CHECKED BY: D.W.H.
FIELD BOOK: N/A

1725 EAST NATHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1394, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065

LEGAL DESCRIPTION

A Parcel of land designated to be used as the site of a Stormwater Facility located in Block B of Oakfair Plantation, an unrecorded Subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and more particularly described by metes and bounds as follows:

COMMENCE at the Northeast corner of Section 15, Township 1 North, Range 2 East and thence run South 89 degrees 15 minutes 44 seconds West for a distance of 2576.05 feet to a point on the Southerly Right-of-Way of U.S. Highway 90 (State Road 10); thence continue South 80 degrees 07 minutes 48 seconds West along said right-of-way for a distance of 195.75 feet; thence departing said Right-of-Way, run South 10 degrees 06 minutes 17 seconds West for a distance of 2055.26 feet to the boundary line dividing Oakfair Plantation Subdivision (Unrecorded) and Oakfair Farms Subdivision (Unrecorded); thence continue along said boundary line South 68 degrees 48 minutes 47 seconds West for a distance of 231.17 feet; thence run North 50 degrees 43 minutes 03 seconds West for a distance of 193.00 feet; thence run North 54 degrees 24 minutes 15 seconds West for a distance of 332.06 feet; thence run North 83 degrees 26 minutes 24 seconds West for a distance of 313.62 feet; thence run South 84 degrees 33 minutes 13 seconds West for a distance of 11.45 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue along said boundary line South 84 degrees 33 minutes 13 seconds West for a distance of 178.63 feet; thence run South 69 degrees 16 minutes 41 seconds West for a distance of 106.83 feet; thence departing said boundary line run North 13 degrees 41 minutes 55 seconds West for a distance of 206.66 feet to a point on the arc of a curve which is concave in a Southerly direction and lying along the Southerly right-of-way of Seafair Lane; thence continue along said right-of-way arc with a radius of 995.42 feet, a central angle of 19 degrees 09 minutes 31 seconds, a chord length of 331.30 feet, and a chord bearing of North 80 degrees 25 minutes 14 seconds East, for a distance of 332.85 feet; thence departing said right-of-way run South 00 degrees 00 minutes 00 seconds East for a distance of 201.16 feet to the POINT OF BEGINNING, said Parcel being 1.44 acres in area, more or less.

Said Parcel subject to a ten foot (10') Utility Easement parallel to the North property line and the Southerly right-of-way line of Seafair Lane.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS ON SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6 F.A.C.)

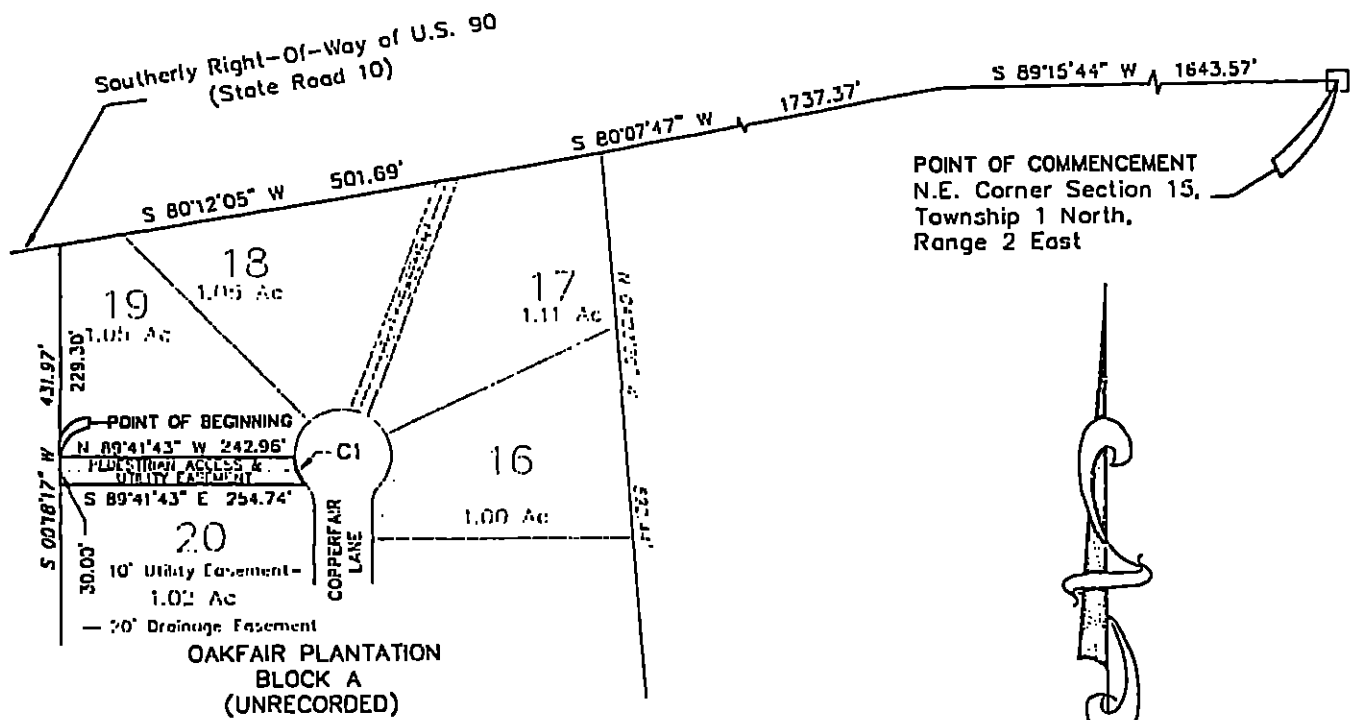
DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
STORMWATER FACILITY
ROGER NEWTON

CAPITAL
ENGINEERING
CONSULTANTS, INC.

DATE: JUNE 28, '94
SCALE: 1" = 200'
SHEET: 2 OF 2
JOB NO: 92-137
DRAWN BY: RNOFSWF.DWG
CHECKED BY: D.W.H.
FIELD BOOK: N/A

1725 EAST MATHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1194, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	32.82'	32.23'	N 21°08'07" W	37°36'16"

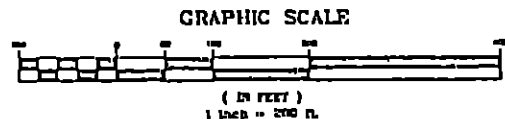
LEGAL DESCRIPTION

A strip of land to be used as a Pedestrian and Utility Easement lying within Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and more particularly described by meets and bounds as follows:

Commence at the Northeast Corner of Section 15, Township 1 North, Range 2 East and thence run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a point on the Southerly right-of-way of U.S. Highway 90 (State Road 10); thence run along said right-of-way South 80 degrees 07 minutes 47 seconds West 1643.57 feet; thence South 80 degrees 12 minutes 05 seconds West 501.69 feet; thence departing said right-of-way run South 00 degrees 18 minutes 17 seconds West 30.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue South 00 degrees 18 minutes 17 seconds West 30.00 feet; thence run South 89 degrees 41 minutes 43 seconds East 254.74 feet to a point on the arc of curve concave Northeasterly along the right-of-way of Copperfair Lane; thence continue along the arc of said curve with a radius of 50.00 feet, a central angle of 37 degrees 36 minutes 16 seconds, a chord length of 32.23 feet, and a chord bearing of North 21 degrees 08 minutes 07 seconds West, for a distance of 32.82 feet; thence departing said right run North 89 degrees 41 minutes 43 seconds West 242.96 feet to the POINT OF BEGINNING, said strip of land being 0.170 acres, more or less, and subject to a 10.00 foot wide Utility Easement along the right-of-way of Copperfair Lane and a 20.00 foot wide Drainage Easement along its most westerly boundary line.

THIS IS NOT A SURVEY



NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED BY LEE F. DOWLING, P.L.S. 2661, DATED JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027, FLORIDA STATUTES (OR RULE CHAPTER 61G17-6..., FLORIDA ADMINISTRATIVE CODE).

DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

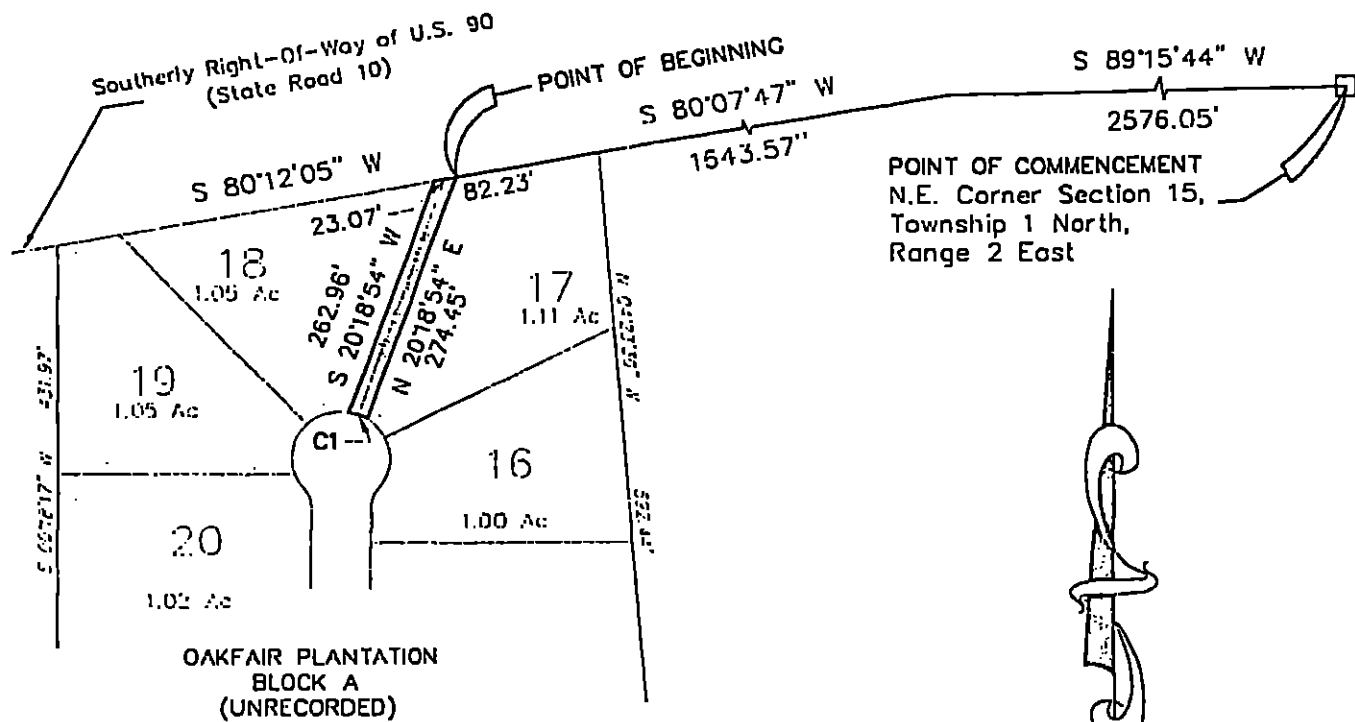
OAKFAIR PLANTATION
UTILITY & PEDESTRIAN EASEMENT
ROGER NEWTON

DATE JULY 18, 1992
SCALE 1" = 200'
SHEET 1 OF 1
JOB NO. 92-137

DWG NO. RNOF1920.DWG
DRAWN BY N.L.E.
CHECKED BY D.W.H.
FIELD BOOK N/A

CAPITAL
ENGINEERING
CONSULTANTS, INC.

1725 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 1304, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4065



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	20.14'	20.00'	S69°41'06"E	23°04'26"

LEGAL DESCRIPTION

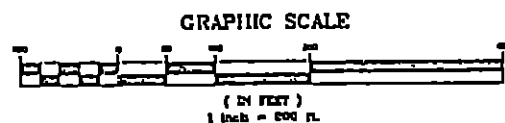
A strip of land lying within Block A of Oakfair Plantation, an unrecorded subdivision of Section 15, Township 1 North, Range 2 East, Leon County, Florida, to be used as a Utility Easement and more particularly described by meets and bounds as follows:

COMMENCE at the Northeast Corner of Section 15, Township 1 North, Range 2 East and thence run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a point on the South right-of-way of U.S. Highway 90 (State Road 10); thence run South 80 degrees 07 minutes 47 seconds West 1543.57 feet along said right-of-way; thence continue South 80 degrees 12 minutes 05 seconds West 23.07 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue along said right-of-way South 80 degrees 12 minutes 05 seconds West 23.07 feet; thence departing said right-of-way run South 20 degrees 18 minutes 54 seconds West 262.96 feet to a point on the arc of a curve concave Southerly along the right-of-way of Copperfair Lane; thence run along the arc of said curve to the right with a radius of 50.00 feet, a central angle of 23 degrees 04 minutes 26 seconds, a chord length of 20.00 feet, and a chord bearing of South 69 degrees 41 minutes 06 seconds East, for a distance of 20.14 feet; thence departing said right-of-way run North 20 degrees 18 minutes 54 seconds East to a point on the South right-of-way of U.S. Highway 90 and the POINT OF BEGINNING, said strip of land being 0.123 acres in area, more or less.

Said Parcel is subject to a 10.00 foot wide Utility Easement along the rights-of-ways of Copperfair Lane and U.S. Highway 90.

THIS IS NOT A SURVEY



NOTE:
BEARINGS ARE BASED UPON A LEGAL DESCRIPTION OF THE BOUNDARY OF OAKFAIR PLANTATION PREPARED BY LEE F. DOWLING, P.L.S. 2661, DATED JANUARY 29, 1992.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

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DAVID W. HUTCHESON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5051

OAKFAIR PLANTATION
UTILITY EASEMENT
ROGER NEWTON

DATE: JULY 15, 1999
SCALE: 1" = 200'
SHEET: 1 OF 1
JOB NO.: 92-137

DWG ID: RNOF1718.DWG
DRAWN BY: N.L.E.
CHECKED BY: D.W.H.
FIELD BOOK: N/A

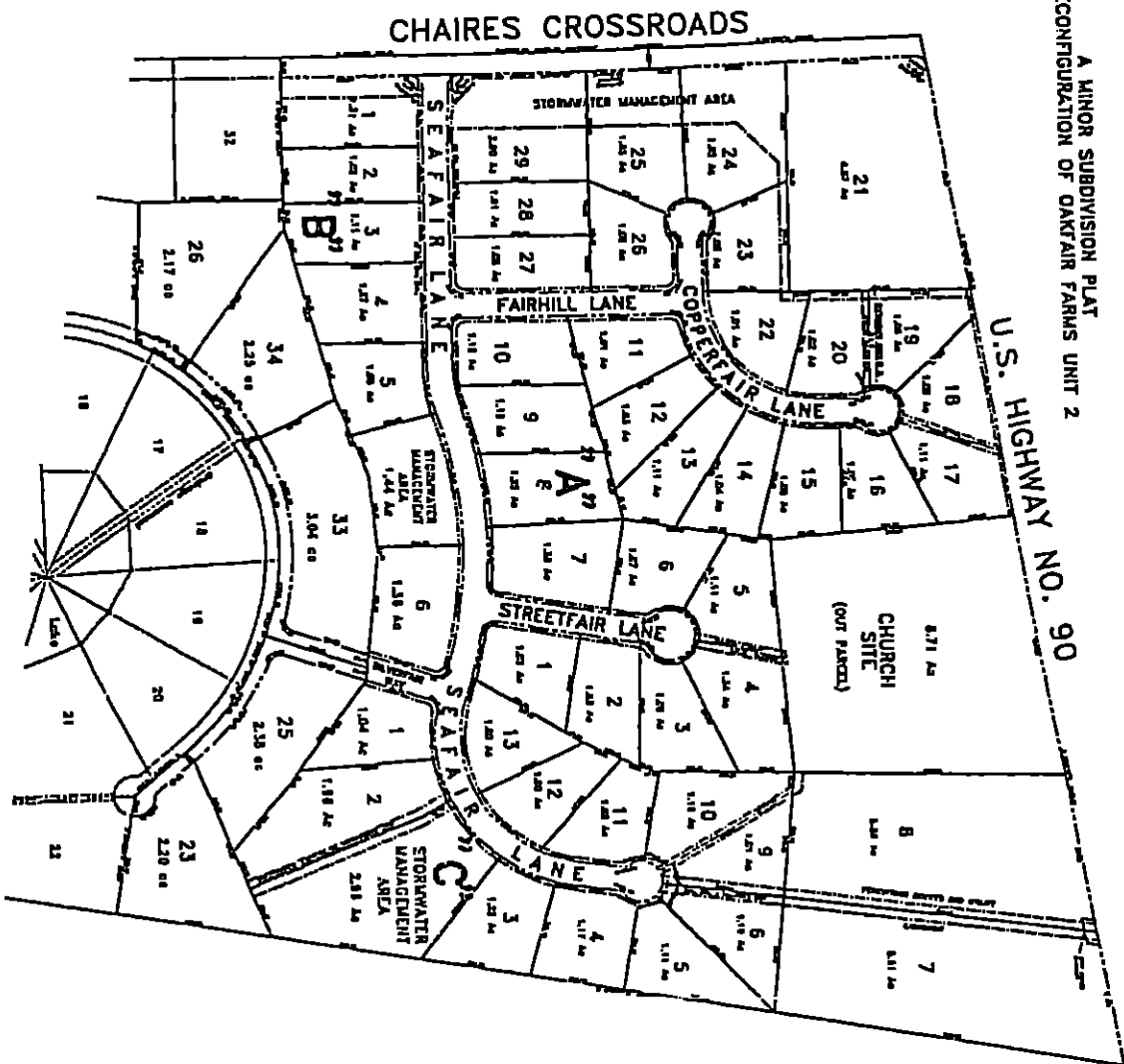
CAPITAL
ENGINEERING
CONSULTANTS, INC.

1726 EAST MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308
POST OFFICE BOX 11004, TALLAHASSEE, FLORIDA 32302
PHONE: (904) 656-9177 FAX: (904) 656-4665

EXHIBIT F

OAKFAIR PLANTATION

A MINOR SUBDIVISION PLAT
A RECONFIGURATION OF OAKFAIR FARMS UNIT 2



- NOTE:
1. All notes on original preliminary plat of Oakfair Farms, Unit 2 apply to this revision.
 2. Any subdivision of lots shown hereon shall be approved by the Technical Coordinating Committee and the Planning Commission.
 3. Minimum lot size is 1 acre.
 4. Lot dimensions may vary from those shown hereon, subject to final survey.
 5. Lots shown hereon may be deleted, combined, or reconfigured in final design, provided there is no increase in the overall number of lots.

DENOTES AREAS WHERE SLOPES
APPEAR TO BE OR EXCEED 10%.



PROJECT	OAKFAIR PLANTATION	DATE	ROGER KEVTON	DATE	MINOR S/D PLAT	REVISION	DATE
DESIGNED BY	BROWARD DAVID & ASSOC., INC.	DATE	10/1/83	DATE	10/1/83	REVISION	10/1/83
CHECKED BY	BROWARD DAVID & ASSOC., INC.	DATE	10/1/83	DATE	10/1/83	REVISION	10/1/83
APPROVED BY	BROWARD DAVID & ASSOC., INC.	DATE	10/1/83	DATE	10/1/83	REVISION	10/1/83