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DECLARATION OF RESTRICTIVE COVENANTS  
OF COUNTRY CLUB ESTATES II, A RECORDED SUBDIVISION  
IN GADSDEN COUNTY, FLORIDA.

Coastal Lumber Co., a North Carolina corporation with offices in Hinson, Gadsden County, Florida, is the Owner of the property described in Exhibit "A" located in Gadsden County, Florida. By this instrument, the Owner imposes upon the land described in Exhibit "A" for the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the Owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to Coastal Lumber Co., a North Carolina corporation, the Owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to Country Club Estates II Property Owners Association, INC., a Florida corporation not for profit.
3. "Board" shall refer to the Board of Directors of the Association.
4. "Bylaws" shall refer to the Bylaws of the Association.
5. "Easement" shall mean the Easements shown on the plat of the property recorded in Plat Book 2, Page 62 of the Public Records of Gadsden County, Florida.
6. "Lot" shall mean the property described in Exhibit "A" as divided into parcels for sale by the Declarant to the general public. The plat of the Subdivision either has or will be recorded in the Public Records of Gadsden County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "Lot".
7. "Maintenance" shall mean the exercise of reasonable care to keep the landscaping, drainage, stormwater retention facilities, and other related Improvements in good and functioning condition.
8. "Member" shall mean every person or entity that holds membership in the Association.
9. "Subdivision" shall mean the property described in

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O.R. BOOK 141 PAGE 383-398  
REC. NICHOLAS THOMAS, CLERK  
GADSDEN CO., FLORIDA

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Exhibit "A", known as Country Club Estates II, as divided into Lots as shown on the plat recorded in the Public Records of Gadsden County, Florida.

10. "Owner" shall mean the record Owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a Lot, but shall not include those holding title as security for the performance of an obligation.

11. "Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other of any type or kind. Improvements to be placed on any Lot require the approval of the Committee.

12. "Committee" shall mean the Architectural Control Committee as defined below.

13. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a Living Area and shall not include garages, carports, porches, patios or storage areas.

14. "Common Area" shall mean any land or facilities which the Association owns or maintains, including entranceways and any Easements for drainage and stormwater retention reserved to the Association.

**ARTICLE II - COUNTRY CLUB ESTATE II  
PROPERTY OWNERS ASSOCIATION, INC.**

Section 1. General: Country Club Estates II has been planned to reflect the best of country club living. Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the Owners in COUNTRY CLUB ESTATES II. Declarant has filed with the Secretary of State of Florida, COUNTRY CLUB ESTATES II PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of

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Incorporation and Bylaws and may include but shall not be limited to, Maintenance of Common Areas, Easements and stormwater facilities used in common by all of the Lot Owners. The Association may engage in any other activity and assume any responsibility that the Association may consider desirable to promote common interests of the residents of COUNTRY CLUB ESTATES II.

The Association shall operate and maintain at its cost, and for the use and benefit of the Owners of Lots in COUNTRY CLUB ESTATES II, all land owned by the Association. The Association shall be responsible for the perpetual Maintenance of the entranceways, stormwater facilities and Common Areas within the Subdivision.

Section 2. Membership in the Association: Any person who owns a Lot within the Subdivision that is subject to these restrictions shall automatically be a Member of the Association, provided, however, that where any Lot is owned by more than one (1) person, one (1) of the Owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the Owners of the Lot. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting Members as follows:

"Class A" - Class A membership shall be all voters with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned.

"Class B" - Class B membership shall be the Declarant, or its assigns, who shall be entitled to exercise two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the Lots are owned by persons or entities other than the Declarant, or when Declarant elects to terminate Class B membership, whichever occurs first.

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

**ARTICLE III - ASSESSMENTS**

Section 1. Creation of Lien and Owner's Obligation: Other than Declarant, each Owner of a Lot within the Subdivision, by acceptance of a Deed to the Lot, whether or not it is expressed in the 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 provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which such assessments are made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record Owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of COUNTRY CLUB ESTATES II. Specifically, but without limitation, the assessments shall be used for the Improvement and Maintenance of the stormwater facilities and Common Areas within the Subdivision, including but not limited to, the payment of taxes, insurance, repair or Maintenance.

Section 3. Annual Assessments: Until changed by the Board, the annual assessments per Lot shall be \$100. The annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the annual assessment shall not be increased by more than ten percent (10%) per year per Lot unless approval is obtained by the Members of the Association in accordance with Section 6. below.

Section 4. Payment of Annual Assessment: The annual

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assessments levied by the Association shall be invoiced in January for that calendar year, with payment in full due in February of each year.

Section 5. Annual Assessments to Declarant: The Declarant shall be responsible for any deficit in the budget of the Association until the termination of Class B membership. Declarant shall not be required to pay annual assessments on Lots owned by Declarant, regardless of whether or not Class B membership has ceased.

Section 6. 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 the Class B membership and two-thirds (2/3) of the votes of Class A 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 fifteen (15) calendar days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 7. 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. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or Maintenance of any Improvement on 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 consent of the Class B membership and a majority of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all Members at least fifteen (15) calendar days in advance of the meeting. The notice shall set forth the purpose of the meeting.

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Section 8. Quorum: The quorum required for any action authorized by Sections 6. and 7. 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 percent (60%) 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 first (1st) meeting or thirty percent (30%) of the Members entitled to vote either in person or by proxy.

Section 9. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his Lot.

Section 10. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

#### ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Declarant and/or Board shall appoint an Architectural Control Committee consisting of three (3) Members. The Declarant and/or the Board shall attempt to obtain a Committee consisting of a representative of the Declarant and two (2) homeowners.

The Members shall not be paid for serving on the committee.

Section 2. Purpose: No building, fence, structure, alteration, addition or Improvement of any kind, other than

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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 thereof shall have been approved in writing by the Committee in its sole discretion as to the harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 3. 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. Such request must be complete with plans, plot plan, including a detailed plan for controlling sedimentation during construction, and landscape plan. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans in a form acceptable to the Committee 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 COUNTRY CLUB ESTATES II, 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 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 for enforcing compliance with the approved plans and specifications.

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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 notice of completion, 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 Subdivision. In addition, the Committee shall have the authority to set standards for the control of the sedimentation and run-off during the clearing and construction of any Improvements on Lots within the Subdivision. 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; driveway and sidewalk locations; specific grading and clearing with sedimentation and run-off control; and landscaping plan, 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 may disapprove any aluminum windows, doors or similar structures using aluminum. No pipes, wires or other appurtenances

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underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE V - USE RESTRICTIONS

The Subdivision shall be occupied and the Lots within the Subdivision shall be used only as follows:

Section 1. The property shall be used for residential purposes only, and only one (1) single family residence, together with approved out buildings, shall be allowed per Lot.

Section 2. No Lot within the Subdivision shall be further subdivided.

Section 3. No mobile homes shall be allowed on the property.

Section 4. No building shall be erected within thirty (30) feet of the front property line or fifteen (15) feet of the side and thirty (30) feet of the rear Lot lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. No dwelling shall be constructed that contains less than eighteen hundred (1,800) square feet of Living Area, exclusive of porches and garages.

Section 6. Each dwelling shall have an enclosed garage which is capable of accomodating at least two full size automobiles. All garage entrances shall face a side property line when possible.

Section 7. No trailer, travel trailer, motor home, barn or other out building shall at any time be used as a residence, temporarily or permanently, unless specifically approved as such by the Architectural Control Committee. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed such that they shall not be visible from any street or from the golf course.

Section 8. All residences shall have a clearly defined driveway, and all driveways shall be constructed of concrete or "hot mix" asphalt or such other material as may be approved by the Architectural Control Committee.

Section 9. The size, location, design and type of material of

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mail boxes or newspaper or other receptacles of any kind, must be approved by the Architectural Control Committee.

Section 10. No business, trade or commercial activity shall be conducted on any Lot.

Section 11. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 12. 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. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. No animal or pet shall be allowed to roam free within the Subdivision.

Section 13. 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 14. 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 15. All personal property kept on a Lot shall be either kept and maintained in a proper storage facility or shall be stored such that it shall not be visible from any street or from the golf course. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept on the property, including in the front, on the side or to the rear of the Lot. Any such item is to be stored in a structure approved by the Committee. Among other remedies 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 expense 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 and does not have a current license tag.

Section 16. Once construction of any type starts on a Lot, work shall be pursued diligently until completed.

ARTICLE VI - COMMON AREAS

Section 1. Title to Common Areas: The Declarant may retain the legal title to the Common Areas until such time as he elects to convey the Common Areas to the Association.

Section 2. Extent of Members' Easements: The rights of enjoyment of Easements created hereby shall be subject to 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 shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Association irrespective of class of membership has been recorded, agreeing to the dedication and transfer.

Section 3. Maintenance: The Association shall maintain all stormwater facilities, Common Areas and related improvements within the Subdivision.

ARTICLE VII - 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 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 covenant, restriction or provision herein contained shall not be deemed a waiver of the right of such party to thereafter seek enforcement. The party bringing any action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs incurred, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE VIII - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of the Declarant's interest in COUNTRY CLUB ESTATES II, or contractors or subcontractors of Declarant from doing or performing on all or any part of COUNTRY CLUB ESTATES II actually owned or controlled by Declarant or upon the Common Areas, whatever Declarant determines 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 structures 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 Lots by sale, lease or otherwise;

B. Conducting Declarant's business of completing and establishing the property as a residential community and marketing of the property in Lots;

C. Maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing 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 COUNTRY CLUB ESTATES II owned or controlled by the Declarant and the Common Areas.

ARTICLE IX - FUTURE DEVELOPMENT

Declarant reserves unto itself, its successors and/or assigns,

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the right to bring other property within the Subdivision known as COUNTRY CLUB ESTATES II, and other homeowners within the Association known as COUNTRY CLUB ESTATES II PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE X- AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification 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 setback restrictions, if the Declarant, in Declarant's 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 Article, after termination of Class B membership in the Association, this Declaration may be amended or terminated (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 of Directors of the Association. 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 Clauses: Amendments for correction of Scrivener's errors or other

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nonmaterial changes may be made by Declarant alone until Declarant's 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 specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made 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 Gadsden County, Florida.

ARTICLE XI - 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 of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

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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 Declarant 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. Upon termination of Class B membership, the rights and responsibilities of this section shall be transferred automatically to the Board of Directors.

Section 4. Attorneys' Fees: In connection with any litigation, including appeals, arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 7th day of MAY, 1996.

WITNESSES:

COASTAL LUMBER COMPANY, a North Carolina Corporation

Joni S. Skipper

By:

Thomson W. Rockwood  
Thomson W. Rockwood  
Vice-President  
Coastal Lumber Company

Helen Stokes

STATE OF FLORIDA,  
COUNTY OF GADSDEN

The foregoing Declaration was acknowledged before me by THOMSON W. ROCKWOOD on this 7th day of MAY, 1996.

Guyton Butler  
NOTARY PUBLIC

My Commission Expires: 8/23/96



GUYTON BUTLER  
MY COMMISSION # CC 217940 EXPIRES  
August 23, 1996  
ISSUED BY TROY PAUL BELFRAGE, INC.

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**SURVEYING**



**ENGINEERING**

**BOBBY A. PRESNELL AND ASSOCIATES INCORPORATED**  
1221 COMMERCIAL PARK DRIVE SUITE No. 1  
TALLAHASSEE, FLORIDA 32303  
————— (904) 386-3462 FAX: (904) 422-0535 —————

*EXHIBIT "A"*

A parcel of land lying in the Southeast quarter of Section 27, Township 3 North, Range 2 West, Gadsden County, Florida, being described as follows:

COMMENCE at the Southeast corner of Lot 1, Block "A", "COUNTRY CLUB ESTATES" (P.B. 2, Pgs. 3, 4, & 5) according to the plat thereof, as recorded in the Public Records of Gadsden County, Florida; thence run South 08 degrees 56 minutes 40 seconds East for 137.58 feet to a concrete monument; thence North 75 degrees 19 minutes 50 seconds East for 191.80 feet to a concrete monument; thence North 30 degrees 42 minutes 22 seconds East for 155.71 feet to a concrete monument for the POINT OF BEGINNING

From said POINT OF BEGINNING thence run South 59 degrees 17 minutes 05 seconds East for 225.41 feet to a concrete monument lying on the Northerly right-of-way line of C.S.X. Railroad (100 foot right-of-way, formerly Seaboard Coast Line); thence along said Northerly right-of-way as follows: North 30 degrees 42 minutes 55 seconds East for 1300.96 feet to a point of curve to the left, having a radius of 1332.73 feet; thence along the arc of said curve to the left, thru a central angle of 14 degrees 41 minutes 37 seconds for 341.78 feet (the chord of said arc being North 23 degrees 22 minutes 07 seconds East 340.84 feet) to a found rebar and cap; thence leaving said right-of-way run South 86 degrees 59 minutes 13 seconds West for 1153.80 feet to a rebar (no cap); thence South 09 degrees 02 minutes 37 seconds East 574.36 feet to a concrete monument; thence South 13 degrees 00 minutes 41 seconds East for 294.00 feet to a concrete monument; thence North 84 degrees 42 minutes 52 seconds East for 258.03 feet to a concrete monument; thence South 30 degrees 42 minutes 22 seconds West for 494.85 feet to the POINT OF BEGINNING.