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DECLARATION OF RESTRICTIVE COVENANTS

STATE OF FLORIDA  
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Wasdin and Billy D. Hatcher, of Leon County, Florida do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereinafter acquiring any interest in the property described in Exhibit "A" attached hereto, shall be subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

a. "Association" shall mean and refer to the Lassie Plantation Acres Property Owners' Association, Inc.

b. "Board" shall mean and refer to the Board of Directors of Lassie Plantation Owners' Association Inc.

c. "Common Properties" shall be any property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the properties.

d. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any property situated upon the properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosing or any proceeding in lieu of foreclosure.

e. "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration.

2. Enforcement of these covenants and restrictions shall be by the Association or any owner by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien related by these covenants: and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action brought by the Association or any owner, in which said action is successfully completed, the party against whom said action is brought hereby covenants and agrees to reimburse said party such reasonable costs incurred in said legal action, including but not being limited to reasonable attorney's fees.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship and materials, harmony of external design with existing structures and location with respect to finished grade elevation.

The Architectural Control Committee is composed of Edward L. Wasdin and Billy D. Hatcher. By unanimous consent, the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the acreage shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to withdraw from the committee or restore to it any of its powers and duties.

4. Only one single family home, mobile home or duplex may be erected or placed on less than a two 1/2 acre tract. All structures must have architectural approval in writing as to location, size and appearance.

5. No home shall be located on any parcel nearer than fifty (50) feet to the front lot line.

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THIS INSTRUMENT PREPARED BY:  
Billy D. Hatcher & E.L. Wasdin  
3976 North Monroe Street  
Tallahassee, Florida 32303

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6. No mobile home shall be placed on any lot unless the mobile home is a manufactured unit with complete sanitary facilities and complies with all county and state regulations relating to mobile homes. All mobile homes shall have underskirting of reasonable quality and appearance installed around the undercarriage of the mobile home. No "homemade" or other similar quality mobile home or trailer may be placed on said lots.

7. Household pets and farm animals may be kept on the property subject to the following conditions:

- a. The commercial breeding of dogs and cats is prohibited, and
- b. Dog and cat kennels are prohibited.
- c. 1 swine per 5 acres of property shall be allowed in all tracts 10 acre in size or larger.
- d. The occasional sale of farm animals is authorized.
- e. Feed lots are prohibited.
- f. Any of the above authorized uses, should they become a nuisance or become unsightly or obnoxious, shall be disallowed.
- g. All animals shall be kept behind fences.

8. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed there on which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

9. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border on or contain ditches, ponds or drainage canals, the Buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot purchaser, and the natural flow of water shall not be blocked.

10. The seller reserves unto itself and its successors thirty (30) feet of said lot(s) to the center of a roadway described on the unrecorded plat of Lassie Plantation. Easement for a roadway in conjunction with other property owners. Easements if any reserved by Seller along the East and North boundaries of the 22 acre parcel located on the Northwest corner of Lassie Plantation shall be easements for emergency escape egress only in the event of flooding, and no person shall have a right of access across said easements except for such purpose in the event of flood.

11. No junk cars, trash or rubble piles or any offensive eyesore shall be permitted on said property.

12. The real property shall be used for residential purposes only. Except for agricultural purposes which may be commercial.

13. The provisions of paragraph 22 that pertain to the periods of time that a lot might be owned by a bona fide lender who has acquired title by reason of a foreclosure of a reconveyance in lieu of foreclosure shall in all circumstances be unchangeable except by mutual written consent of both said lender and the Developer. Otherwise and so long as the Owner owns at least 51% of the acreage in this subdivision (other than those parcels which might be designated for utilities) unless specifically prohibited by those other provisions contained herein, the Owners at their sole discretion shall have the right to amend these restrictions in whole or in part by executing a written instrument making said changes and have the same duly recorded by the Clerk of Court of Gadsden County, Florida. As to these provisions and restrictions, after the Owners or their successors and assigns, own less than 51% of the acreage in the subdivision (other than those designated as

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utilities), may change these covenants in whole or in part by likewise executing a written instrument to that effect and recording said instrument or instruments with the Clerk of Court of Gadsden County, Florida.

14. These are not only covenants, conditions and easements that are to run with the land, but, except as they may or might be amended in accordance with paragraph 16, they shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of a majority of lots, it is agreed to change said covenants in whole or part, or to terminate them.

15. The maintenance of roads, bridges, dams, and streets within the development will be supervised and/or performed by the Association and the cost thereof will be billed monthly by the Association to the owners and will be due monthly.

16. It is the intention of the Owners sometime in the future, but not later than the time when the Owners own less than 51% of the acreage in the subdivision (excluding the lots which may be designated as being owned by the Association or designated for utilities) to form the non-profit corporation or unincorporated association referred to herein. Until such time as the Owners form such corporation or association, however, the Owners shall retain the exclusive right to own, control, manage and operate all of the land and facilities of the association. Until such time as said non-profit corporation or unincorporated association is formed, however, the judgement of the Owners shall be the judgement and decision of the Association. In the event and at such time as the Developer shall establish said non-profit corporation or unincorporated association, the Owners shall transfer and assign unto such corporation or association the following:

(1) All of its right, title and interest in the properties and facilities theretofore constructed on said properties.

(2) All monies on hand at said time in the fund established by the assessments hereinafter provided.

(3) With the specific exception of the Owner's right to amend these Restrictions so long as it owns at least 51% of the acreage in this subdivision (other than those designated as being owned by the "Property Owners Association" and those designated for utilities, if any), all rights, privileges, duties, responsibilities, powers, and authorities heretofore reserved unto it under the terms of these Restrictions, including but not limited to its rights of enforcement of these Restrictions, the collection of the assessments and/or dues hereinafter provided and the foreclosure of any liens reserved to enforce collection of said assessment and/or dues, after which event, with the just stated exception, said non-profit corporation or unincorporated association, shall have all of the rights, privileges, duties, responsibilities, powers and authorities herein granted and reserved unto the Developer.

17. Except as hereinafter provided, all members of the Association must pay monthly assessments and/or dues in such amounts as may from time to time be established by the Owners (and subsequently by the Association). The initial amount of assessment to be paid by the Owner of each parcel in this subdivision shall be \$6.00 for each month payable monthly. Assessments and/or dues shall thereafter be due and payable on or before the first day of each month. All such assessments and/or dues shall be used to create a fund for the construction, operation and maintenance of any recreational facilities created by the Owners (and subsequently by the Association), for the enforcement of these Restrictions, the maintenance and repair of all roads, drainage and lighting in the subdivision, the payment of any taxes, assessments and liens on any property owned by the Owners (and subsequently

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by the Association), the administration of any other responsibilities of the Owners (and subsequently of the Association) provided for in these Restrictions for the benefit of the subdivision as a whole but for which funds have not been otherwise provided, and to otherwise promote the betterment, beautification and security of the subdivision as the Owners (and subsequently the Association) may from time to time determine. All matters relating to the assessment, collection, expenditure and administration of the funds shall be determined by the Owners (and subsequently by the Association). The amount of the assessment to be set by the Owners may also include the cost of making and collecting of said assessments. Delinquent assessments shall bear interest from the date due at the maximum rate permitted by the laws of the State of Florida and if collected through any court, such court costs and reasonable attorney's fees as set by the Court shall be added to said assessment. Unless approved by the Owners of at least 51% of the acreage in the subdivision (other than those lots designated as being owned by the Association and designated as utilities, if any) the Owners (and subsequently the Association) may not raise the above mentioned assessments by more than five (.05) percent in any one calendar year. Except as hereinafter provided, no assessments or dues shall accrue against acreage while it is owned by a bona fide lender which as theretofore loaned money to an owner of a lot for the purchase of such property and/or the construction of improvements thereon and which lender has acquired title to said lot by a foreclosure of its lien or a reconveyance to said lender in lieu of foreclosure. If, however, said lender rents or otherwise allows said property to be utilized by anyone, for a fee or otherwise, the aforesaid assessments and/or dues shall accrue against said lender and the lien for said assessment and/or dues shall accrue against the land as hereinafter provided for the periods of time said property is rented or otherwise utilized.

18. In the event damage occurs to the driveway or drainage facilities along the road on a lot, which damage is occasioned by the negligent act or failure to act by the owner thereof, and the owner, after request by the Owners (and subsequently by the Association), fails to repair said damage, then the Owners (and subsequently the Association) shall have the right, but not the obligation, to repair such damages and to assess that owner of the lot for all costs and expenses incurred in connection therewith. The amount so assessed shall be due and payable immediately by the owner of the property so affected to the Owners (and subsequently the Association).

19. Except as hereinabove provided concerning the period of ownership of acreage by a bona fide lender who has acquired title to a lot by a foreclosure or reconveyance in lieu of foreclosure, in order to secure the payments of the assessments and/or dues provided in this paragraph, a vendor's lien, or its equivalent, shall be and is hereby expressly reserved to secure the payment of said assessments and/or dues, which lien may be enforceable by appropriate judicial process by the Owners (and subsequently by the Association). Such vendor's lien shall, however, be automatically second and subordinate to the lien or liens of any bona fide lender which hereafter lends money to the owner of any lot for the purchase of such property or the construction or improvements on said property. It is expressly further provided, however, that the foreclosure of any prior lien against any lot shall extinguish only the amount of the accrued and unpaid assessments and/or dues against such lot as of the date of such foreclosure, and shall not terminate the liability of the new owner of such lot for payment of assessments and/or dues which shall accrue subsequent to the date of such foreclosure. In the event the Owners transfer the right to collect the assessments and/or dues to the above mentioned non-profit corporation or unincorporated association, the Developer shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof association.

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20. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect in any way the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of the time involved in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any other conditions. The Owners, their successors or assigns, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected and to recover the cost or damage thereof.

21. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association when it is formed, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgage acquiring title by foreclosure or otherwise pursuant to the mortgage instrument.

The Association shall have one class of voting membership: The members shall be all those owners as defined in Section I including the Owners. Each member shall be entitled to one vote for each acre. When more than one person holds such interest or interests in any acre or dwelling, all such persons shall be Members, and the vote for such acre(s) or dwelling shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

22. Property Rights in the Common Properties:  
Section I. Members Easements of Enjoyment. Subject to the provisions of Section II, Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

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

a. The right of the Owners and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession for such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open the enjoyment of such properties to a wide public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored, and,

b. The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations: and,

c. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties: and,

d. 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 purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast 2/3 of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken: and,

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e. The rights of Members of the Association shall in no wise be altered or restricted because of the location of the common property in a unit of Lassic Plantation in which such member is not resident. Common property belonging to the association shall result in membership entitlement, not withstanding the unit in which the lot is acquired, which results in membership rights as herein provided; and,

23. Covenant for Maintenance Assessments:

Section I. Creation of the Lien and Personal Obligation of Assessments.

The Owners, for each lot owned by him within the Properties, hereby covenant and the owner of each acre by acceptance of deed therefore, whether or not it shall be so expressed in any such deed for other conveyance, be deemed to covenant and agree to pay to the Association when it is formed:

(1) Annual assessments or charges; (2) Special assessments or capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter 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 thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fee due.

Section II. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Owners or Board of Directors of the Association when it is formed to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable monthly.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section IV hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment at a time other than the beginning of any assessment period.

Section III. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section II hereof, 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 described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes 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 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section IV. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section II hereof, for each assessment period at least 30 days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The association shall, upon demand, furnish at any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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SECTION V. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof 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 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 30 days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum and 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 assessment the cost of such action. In the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section VI. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section VII. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

24. Where lots border on contain ditches, ponds, drainage canals, swales, and lakes, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by respective lot owner.

25. All purchasers of property subject to this restriction agreement shall make no future subdivisions of their respective properties into tracts of less than two and one-half acres and only one dwelling may be located on each of said tracts.

26. Invalidtion of any one of these covenants and restrictions or any provisions herein set forth by judgement or court order shall in no wise effect the other provisions hereon, which shall remain in full force and effect.

27. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releaseable easement, privilege and right on over and under the grounds to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas water or other public conveyances or utilities

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on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands effected by such easements. Said owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

28. All property owners and the immediate family of the property owners of the Lassie Plantation shall be permitted to fishing and hunting on the North large lake known as Frank Smith's Lake. (see attached legal)

29. No water skiing shall be permitted on Frank Smith's Lake.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals on the 8 day of February, 19 88

WITNESSES:

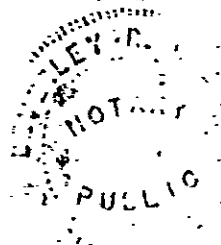
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EDWARD L. WADDIN  
*[Handwritten signature]*  
\_\_\_\_\_  
BILLY B. HATCHER

STATE OF FLORIDA  
COUNTY OF LEON

THE FOREGOING INSTRUMENT was acknowledged before me on this  
8 day of February, 1988, by Edward L. Waddin and

Billy D. Hatcher.



*[Handwritten signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
8/21/88

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Lots 2, 3, and 4 of Section 6, being more particularly described as follows:  
 The West 3/4 of fractional Section 6, Township 3 North, Range 2 West:

Also, Lots 80 and 81, Georgia Survey, Less and Except, 2.7 acres in Lot 81 sold to G.F. & A. Railroad and recorded in Official Record Book 19, Page 215, described as follows: All that certain piece or parcel of land in Gadsden County, Florida, in Lot 81, Township 3 North, Range 2 West, more particularly described as follows: Beginning at a point on the Georgia-Florida State line, said point being 50 feet Westerly from the center line of grantee's present main tract, as measured at a right angle, said point also being in the Grantee's present Westerly right of way line, run thence Southerly along Grantee's present Westerly right of way line for a distance of 920 feet, more or less, to the present or former property line of American Sumatra Tobacco Company; run thence Westerly along the last mentioned property line for a distance of 180 feet, more or less, to a point 50 feet Westerly as measured at right angles from the center line of Grantee's proposed main tract as surveyed and staked by Grantee; run thence Northerly and parallel to the center line of Grantee's proposed main tract as survey and staked for a distance of 905 feet, more to less, to a point in the Georgia-Florida State line; run thence Easterly along Georgia-Florida State line for a distance of 50 feet, more or less, to the Point of Beginning, containing approximately 2.74 acres, more or less, said land situate, lying and being in the County of Gadsden and State of Florida, in Township 3 North, Range 2 West.

Also, Begin at the Northwest Corner of SE 1/4 of fractional Section 1, Township 3 North, Range 3 West, run North 21 degrees 59 minutes East 390 feet, more or less, to the North boundary of said fractional Section 1; thence run Southeasterly along North boundary line of said fractional Section 1 to the East boundary line of said fractional Section 1, thence run South to the Southeast Corner of said fractional Section 1; thence run West along South boundary of said fractional Section 1 to where it intersects the center of Byrd Branch or Owens Mill Creek; thence run Northwesterly along the center of said Byrd Branch or Owens Mill Creek to where it intersects the East boundary of the certain parcel deeded to Engelhard Minerals and Chemical corporation, recorded in Official Record Book 75, Page 304, said point being described as follows: (Begin at Southwest Corner of SE 1/4 of Section 1, Township 3 North, Range 3 West and run North 0 degrees 12 minutes West 1215.83 feet to Owens Mill Creek, thence North 82 degrees 10 minutes East 146.21 feet, thence South 34 degrees 7 minutes East 242.9 feet, thence South 86 degrees 29 minutes East 155.3 feet, thence South 24 degrees 26 minutes East 212.3 feet, thence South 62 degrees 15 minutes East 154.43 feet), from this point run North 0 degrees 12 minutes West 1431.05 feet; thence run West 660 feet, thence North 0 degrees 12 minutes West 457.5 feet to Point of Beginning:

Also, Commence at the Northeast Corner of SW 1/4 of fractional Section 1, Township 3 North, Range 3 West run North 21 degrees 59 minutes East 390 feet, more or less, to the South boundary of Lot 79, Georgia Survey and Point of Beginning; thence run North 21 degrees 59 minutes East 662.96 feet, thence run North 87 degrees 16 minutes West 640.10 feet, thence run North 1132 feet, more or less, to the North boundary of said lot 79, Georgia Survey; thence run South 87 degrees 16 minutes East along the North boundary of Lot 79, Georgia Survey, 1050 feet, more or less, to Northeast Corner of Lot 79; thence run South to the Southeast Corner of Lot 79, thence run North 87 degrees 16 minutes West along South Boundary of Lot 79, 660 feet, more or less, to Point of Beginning:

Right-of-way easement for ingress and egress over the following described parcel: Commence at the Southeast corner of Lot 79 of the 22nd District of Decatur County, Georgia and run thence North 87 degrees 16 minutes 20 seconds West along the lot line 350 feet to the Point of Beginning. From

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said Point of Beginning, continue thence North 5 degrees 58 minutes 40 seconds East 278.98 feet; run thence North 60 degrees 41 minutes 20 seconds West 111.82 feet, thence run South 5 degrees 58 minutes 40 seconds West 329.02 feet; thence run South 87 degrees 16 minutes 20 seconds East 100 feet to Point of Beginning, LESS AND EXCEPT, that part of above described property lying within right-of-way of county road 268.

Above described easement for ingress and egress provides access to 576.79 acres of land in Gadsden County, Florida, located in Section 6, Township 3 North, Range 2 West, Lots 80 and 81, Georgia Survey in Township 3 North, Range 2 West, Fractional Section 1, Township 3 North, Range 3 West and lot 79, Georgia Survey in Township 3 North, Range 3 West, more particularly described in Deed Recorded in Official Record Book 110, Page 390, Public Records of Gadsden County, Florida. Said lands in Gadsden County, Florida are encumbered by mortgage or even date herewith from first party herein to second party herein, given as security for the note hereafter recited and duly recorded in the public records of said Gadsden County.

More particularly described by recent survey in Exhibit "B" pages 1 and 2, attached hereto and made a part hereof.

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EXHIBIT "B"  
PAGE 1

Commence at the Southwest corner of Fractional Section 6, Township 3 North, Range 2 West, Gadsden County, Florida; and run thence North 88 degrees 29 minutes 29 seconds West 787.51 feet to a point in the center of a creek for the POINT OF BEGINNING.

From said POINT OF BEGINNING, run thence South 88 degrees 29 minutes 29 seconds East 787.51 feet; thence North 89 degrees 55 minutes 33 seconds East 1649.36 feet; thence South 41.44 feet to the Northerly boundary of lands as surveyed by Thomas P. Skipper, Job # 86-108; thence North 89 degrees 57 minutes 23 seconds East along said Northerly boundary a distance of 470.56 feet; thence South 89 degrees 33 minutes 07 seconds East along said Northerly boundary a distance of 480.27 feet; thence North 89 degrees 07 minutes 03 seconds East along said Northerly boundary a distance of 61.16 feet; thence leaving said Northerly boundary and run North 00 degrees 32 minutes 55 seconds West 45.21 feet; thence North 89 degrees 55 minutes 33 seconds East 1497.92 feet; thence North 00 degrees 30 minutes 16 seconds East 2476.56 feet; thence South 86 degrees 49 minutes 57 seconds East 1109.93 feet; thence North 01 degrees 25 minutes 07 seconds East 1819.58 feet to the FLORIDA-GEORGIA LINE; thence North 85 degrees 48 minutes 59 seconds West along said FLORIDA-GEORGIA LINE a distance of 3960.03 feet to Mound #23 of the FLORIDA-GEORGIA LINE SURVEY; thence continue North 85 degrees 48 minutes 59 seconds West along said FLORIDA-GEORGIA LINE a distance of 3883.04 feet; thence leaving said line and run South 01 degree 27 minutes 21 seconds West 1132.14 feet; thence South 85 degrees 49 minutes 52 seconds East 639.88 feet; thence South 23 degrees 25 minutes 27 seconds West 1054.67 feet; thence South 01 degrees 23 minutes 57 seconds West 457.18 feet; thence South 88 degrees 29 minutes 33 seconds East 660.00 feet; thence South 01 degrees 19 minutes 27 seconds West 1351.14 feet to a point in the centerline of the aforementioned creek; thence Southeasterly along the center of said creek a distance of 1301.3, more or less, to the POINT OF BEGINNING. Containing 685.475 acres, more or less.

**LESS AND EXCEPT 4.135 ACRES, MORE OR LESS**

Commence at the Southwest corner of the Fractional Section 6, Township 3 North, Range 2 West, Gadsden County, Florida; and run thence North 89 degrees 55 minutes 33 seconds East 4158.82 feet; thence North 00 degrees 30 minutes 16 seconds East 2476.56 feet; thence South 86 degrees 49 minutes 57 seconds West 1101.54 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue thence South 86 degrees 49 minutes 57 seconds West 8.39 feet; thence North 01 degree 25 minutes 07 seconds East 300.35 feet; thence North 16 degrees 26 minutes 14 seconds West 1310.18 feet to a point of curve to the left; thence along said curve with a radius of 3484.12 feet, through a central angle of 05 degrees 12 minutes 48 seconds for an arc distance of 317.02 feet (the chord of said arc being North 19 degrees 02 minutes 38 seconds West 316.91 feet) to the FLORIDA-

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GEORGIA LINE; thence North 35 degrees 48 minutes 59 seconds West along said FLORIDA-GEORGIA LINE a distance of 111.49 feet to a point lying in a curve concave Southwesterly; thence along said curve with a radius of 3384.12 feet, through a central angle of 06 degrees 02 minutes 10 seconds for an arc distance of 356.52 feet (the chord of said arc being South 19 degrees 27 minutes 19 seconds East 356.34 feet); thence South 16 degrees 26 minutes 14 seconds East 1593.25 feet to the POINT OF BEGINNING. Containing 4.135 acres, more or less.

Said lands being the 100.00 foot right-of-way of the SEABOARD COASTLINE RAILROAD.

FILE RECORDED AND  
RECEIVED VERIFIED  
WAYNE HANNA, CLERK CIR. CRT.  
GADSDEN COUNTY, FLA.  
BY *J. Hanna*

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REC. HANNA, CLERK  
FLORIDA

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