

This instrument prepared by and should be returned to Sonya K. Daws, Skelding, Labasky, Corry, Hauser, Jolly, Metz & Daws, P.A. P.O. Box 669 Tallahassee, FL 32302

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BRENT X. THURMOND CLERK  
CO:WAKULLA ST:FL

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR VILLAGES OF ST. MARKS, A PLANNED  
DEVELOPMENT**

**THIS DECLARATION**, made as of the 4<sup>th</sup> day of MAY, 1999, by St. Marks Villages, L.C., a Florida limited liability company, and whose address is ERM, 247 E. 7<sup>th</sup> Avenue, Tallahassee, Florida 32303, hereinafter referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of certain property in Wakulla County, Florida (the "Property"), which is more particularly described on Exhibit A.

B. Declarant intends to develop the Property as a mixed-use residential and commercial development, which shall be an integral part of the planned community known as "Villages of St. Marks."

C. To provide for the preservation and enhancement of the Property, Declarant wishes to subject the Property to the covenants, conditions and restrictions of this Declaration and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration, all for the benefit of the Property and each owner of a portion thereof.

**DECLARATION**

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

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## ARTICLE I

### DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(A) "Architectural Control Committee" shall mean and refer to the Committee established by the provisions of Article VII, Section 2 hereof, to review and approve all alterations, modifications, and building of all structures and improvements on any of the Property, together with the other duties and responsibilities is more particularly described herein, referred to herein by name, as "the Committee" or "ACC."

(B) "Board" shall mean and refer to the Board of Directors of the Villages of St. Marks Property Owner's Association, Inc., and shall be comprised of seven (7) members each of which shall be a member, as defined; at least four (4) members of the Board of Directors shall be commercial lot owners.

(C) "Association" shall mean and refer to Villages of St. Marks Property Owners Association, Inc., its successors and assigns. The members shall consist of Lot Owners of both residential and commercial property.

(D) "Common Area" shall mean all real property within the Property which is not within the boundary of any Lot, and improvements thereon, along with any additional property or easement rights specifically granted to the Association, all of which shall be owned by the Association for the common use and enjoyment of the Owners. The Common Area may include but is not limited to streets, parking areas, sidewalks, pedestrian paths, parks and recreational areas, holding ponds and landscaped areas. The Common Area is subject to utility easements granted on, in and under the Common Area for the benefit and use of the Property and any other recorded easements. The Common Area is not dedicated for the use of the general public.

(E) "Declarant" shall mean and refer to St. Marks Villages, L.C., its successors and/or assigns.

(F) "Lot" shall mean and refer to any plot of land identifiable by block and lot number as shown upon a recorded subdivision map of the Property which is intended for development either for residential or commercial use.

(G) "Member" shall mean and refer to every person or entity entitled to membership in the Association. Each Owner of a Lot, by taking title thereto, becomes a member of the Association and by accepting title to the Lot agrees to be bound by and comply with the provisions of the Association charter, by-laws, rates and regulations.

(H) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot, but shall not include those having such interest merely as security for the performance of an obligation.

(I) "Residential Lot" shall mean a Lot within the Property and in the residential area which is more particularly described on Exhibit "B".

(J) "Commerical Lot" shall mean a Lot within the Property and in the commercial area which is more particularly described on Exhibit "C".

## ARTICLE II

### VILLAGES OF ST. MARKS PROPERTY OWNERS' ASSOCIATION, INC.

Section 1. Structure and Purpose. The Villages of St. Marks Property Owners' Association, Inc., herein the "Association" is formed as a non-profit corporation under the laws of the State of Florida, and is responsible for the implementation and furtherance of the goals and purposes of the covenants and restrictions, herein. Through its administration and enforcement, the Association shall protect and enhance the natural environment, maintain and manage the common properties, facilities and leased lands within the Property and within such additional property as may be brought into its jurisdiction.

Permission for the Association or its agents, to undertake whatever action it deems appropriate for the performance of its duties is granted by each Lot Owner/Member of the Association.

Section 2. Powers. More specifically, the Association, its agents or assigns, may acquire, own, manage, improve, develop and dispose of real and personal property in connection with the construction, operation, and maintenance of recreational lands, streets, easements, and other common property, including, but not limited to, all roadways with improvements or landscaping thereon, together, further, with all properties, facilities or amenities that may be owned, acquired or built by the Association; protect streams, lakes and water supplies; maintain and enhance the conservation of natural and scenic

resources; promote the conservation of soils, fish, wildlife, game and migratory birds; afford and enhance recreational opportunities; preserve historical sites; erect wildlife feeding stations, plant small patches of cover and food crops for deer, quail, turkeys and other wildlife; make access trails or paths through common properties for the purpose of permitting observation and study of wildlife, hiking and horseback riding; erect buildings and other facilities for all types of recreation where permitted and appropriate; erect small signs throughout the common property designating points of particular interest and attraction; plant trees or other vegetation on any common property; protect from erosion the common property by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by the Board of Directors of the Association; replace vegetation on a Lot or common property when vegetation has been removed and/or damaged in violation of these covenants or assess fines on those persons it determines to be responsible for such removal or damage; provide and insure adequate drainage ways, canals, and access roads, cut fire breaks, cut and remove trees as necessary to effect the purposes hereof; and provide maintenance upon both vacant and improved Lots; (Such maintenance may include painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, which may also include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash, litter and/or dead vegetable matter; provide garbage and trash collection.); supplement municipal services; fix assessments to be levied against the Lots; enforce all covenants, restrictions and regulations; pay taxes, if any, on common properties; promote public safety and prevention of cruelty to animals; grant easements where necessary for utilities, communications, cable television and sewer and drainage facilities over or under the common area; obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in to protect the interest of the Association and its members; have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; take such other steps as are reasonable, necessary and proper to further the aims and purposes of the common properties, and, insofar as is permitted by law, do any other thing that will promote the common benefit and enjoyment of the Property by its members.

The intent is that none of the objectives and powers, as hereinabove set forth, except where otherwise specified in this Article, shall be in any way limited or restricted by reference to or inference from the terms of any other objectives, powers or clauses of this Article or any other Article; but that the objectives and

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powers specified in this Article shall be regarded as independent objectives and powers.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid for sixty (60) days after written notice and for a period not to exceed sixty (60) days for any violation of these Declarations, the Association's Articles or By-Laws, or rules and regulations adopted by the Association;
- (B) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association or to mortgage all or any part of the Common Area, however, no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded); and
- (C) the right of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof, the rights of the Owners hereunder shall be subordinate to the mortgage on said properties.

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

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Section 3. Regulation of Uses. The Association shall regulate the use of the Common Area through the establishment of rules and regulations by majority vote of the Board of Directors, however, such rules and regulations shall provide for, at a minimum, the following:

- (A) The trees, vegetation, wildlife and limestone rocks on the Property are significant, important and integral parts of the nature and character of the Property and shall not be moved, removed, altered or defaced, except pursuant to written permission for the ACC or the Board, as provided;
- (B) Motorized methods of transportation within the Property are restricted to the paved roadways only;
- (C) No hunting, trapping or other method of taking or killing of any animal or wildlife, (except insects, rodents or other pests adverse to health and within a structure) nor the molestation or destruction of wildlife habitat or feed plot is allowed at anytime for any purpose on the Property;
- (D) The discharge of a firearm, or other weapon on the Property or the destruction/molestation of wildlife habitat is strictly prohibited; and,
- (E) The implementation and enforcement of these Declarations.

Section 4. Environmental Easement. A portion of the Common Area described in Exhibit "D" is subject to an environmental easement which proscribes certain activities within the described area. The rights of each Owner on the Common Area described in Exhibit "D" are subject to the provisions of the referenced easement and the Association is specifically authorized to enforce the terms of the easement.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

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Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when both:

- (1) the total votes outstanding in the Class A membership for all residential Lots exceed the total votes outstanding in the Class B membership for all residential Lots; and,
- (2) the total votes outstanding in the Class A Membership for all commercial Lots exceed the total votes outstanding in the Class B membership for all commercial Lots.

Section 3. Once Class B membership ceases and only Class A membership exists there shall be erected two groups with voting rights; residential Lot Owners and commercial Lot Owners. Each Lot Owner shall have equal voting rights (1Lot, 1 Vote). However, the residential Lot Owners shall control, by majority vote of residential Lot Owners, matters exclusively affecting residential Lot Owners, and commercial Lot Owners shall control, by majority vote of commercial Lot Owners, matters exclusively affecting commercial Lots. Matters affecting both residential and commercial Lot shall be controlled by majority vote of the Board of Directors of the Association. The Board of Directors shall in its' discretion determine whether the matter is of exclusive affect to one or both of the two groups.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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- (1) Annual General Assessments or charges, and
- (2) Special Assessments for capital improvements, and
- (3) Individual Lot Assessments for any charges particular to that Lot,

together with a late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. The Annual, Special and Individual Lot Assessments, referred to herein by reference to the particular one of the three types of Assessments or generally as "Assessment(s), together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s), jointly and severally, who was the Owner of such property at the time when the assessment fell due, and each subsequent Owner who shall take title subject to such, even if it has not been reduced to judgment nor filed of record. Estoppel certificates may be issued pursuant to Section 11(D) of this Article. However, until Declarant first transfers each Lot, the Declarant shall not be required to pay any Assessments on that Lot.

Section 2. Purpose of Assessments. The Annual General Assessments and Special Assessments levied by the Association, shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the structures situated upon the Common Area as well as the management and administration of the Association. Each Owner shall be responsible for the improvement, maintenance and repair of the his Lot or Lots and all improvements, including both the interior and exterior of structures built thereon, and no such costs may be paid from the Annual or Special General Assessments except, for the Association to perform its duties as provided herein and then to assess such costs and expenses as an Individual Lot Assessment. An Owner who fails to keep his Lot and all improvements thereon in good order and repair shall be subject to an Individual Lot Assessment for any expenses incurred by the Association in performing such duties.

Section 3. Annual General Assessment. Until January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot for residential Lots, and Three Hundred Sixty Dollars (\$360.00) for commercial Lots. At closing of the first conveyance of each Lot from Declarant



to the Owner, the initial year Annual General Assessment shall be due and payable prorated to date. Declarant is not obligated to pay any Assessments.

Section 4. Due Dates. The Annual General Assessment payable after the first payment shall be due on July 1, of each year. The Board of Directors shall set the due date for Special Assessments and Individual Lot Assessments. The Board of Directors shall fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the Annual General Assessment or any other Assessment shall be mailed to every Lot Owner subject thereto. The failure or delay of the Board in setting the Assessment level shall not constitute a waiver or release of an Owner's obligation to pay the Annual General Assessment whenever the amount of such Assessment is finally determined, and in the absence of notice of the new Assessment level, each Owner shall continue to pay the Assessment at the previous rate, until otherwise notified.

Section 5. Assessments Established or Increased. The Board of Directors may at any time from and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, increase the Annual General Assessment by up to ten percent (10%) above the immediately previous year Assessment without a vote of the membership. However, such increase shall be a constant percentage applied to both residential Lots and commercial Lots. For Lot Owners and commercial Lot Owners are treated as two separate voting groups. To increase the Annual General Assessment for an amount greater than the increase which may be imposed by the Board of Directors or to establish or increase a Special Assessment, such action must be approved by both a two-thirds (2/3) vote of all commercial Lot Owners and two-thirds (2/3) vote of all residential Lot Owners.

Section 6. Use of Assessment Revenue. The entrances to the property and the common area in the commercial area is of benefit to both the residential Lot Owners and commercial Lot Owners. Assessment revenue collected from both commercial Lot Owners and residential Lot Owners may be used for the benefit, repair, maintenance and betterment of the Common Area in the commercial area and the entrances. It is the intent of the Declarant that the Assessment funds collected from the residential Lot Owners and commercial Lot Owners shall be co-mingled and used for the benefit of the Property.

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Section 7. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may elect to levy a Special Assessment but, only for the purpose of defraying, in whole or in part, either:

- (A) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or
- (B) the cost of any unusual or emergency matters (including, after depletion of any reserves, any unexpected expenditures not provided in the budget or unanticipated increases in the amounts budgeted;

provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose if the Assessment is equally applied to all residential Lot Owners and commercial Lot Owners; however, if the Assessment is greater on either the residential Lot Owners or the commercial Lot Owners, then the assent of two-thirds (2/3) of the votes of the members of each Class and of each of the residential Lot Owners and each of the commercial Lot Owners, who are voting in person or by proxy at a meeting duly called for this purpose, shall be required for adoption.

Section 8. Notice and Quorum for Any Action. Written notice of any meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each Class of membership shall constitute a quorum.

Section 9. Uniform Rate of Assessment and Collection. Both Annual and Special Assessments shall be fixed at a uniform rate for all similar Lots, i.e., residential Lots and Commercial Lots, and may be collected on a monthly or quarterly basis, however, the initial payment shall be one payment as provided in Section 3 hereof.

Section 10. Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, other special services to such Lot, including any charges for maintenance of the Lot, or

charges for services designated in this Declaration together with any legal or other expense and, together with any costs of collection, including legal fees and costs, and interest at the maximum legal limit, as provided herein.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association.

- (A) Late Fees: Interest. Any Assessment not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- (B) Nature of Obligation. All Assessments, along with any late fee, interest, and costs of collection when delinquent (including a reasonable legal fee, whether or not suit is brought) shall be charged on the Lot and shall be a continuing lien upon the Lot to which the charges relate. In addition, all such Assessments and charges shall be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessment was levied, and of each subsequent Owner whether expressly provided by the instrument of transfer. Each Owner, by acceptance of title, expressly vests in the Association the right and power to bring all actions against such Owner(s) personally for the collection of the charges as a debt and to enforce the charges by all methods available for the enforcement of liens, including foreclosure, by an action brought in the name of the Association in a like manner as a foreclosure of a mortgage lien on real property.
- (C) Action on Lien. The liens provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale and to acquire and hold, lease, mortgage and convey the Property. Each Owner hereby

expressly grants to the Association a power of sale in connection with such lien.

- (D). Transfer of Title; Certificates. Any Owner (other than Declarant) who wishes to convey title to a Lot shall, at least ten (10) days prior to the conveyance, provide the Association with the name and address of the intended purchaser. Failure to so notify the Association shall make the Owner liable for a fine of \$250.00, which may be assessed to the Owner and subsequent Owners, as an Individual Lot Assessment. The Association shall have the right, but not the obligation, to notify the intended purchaser of any unpaid Assessments relating to the Lot being conveyed. In addition, the Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments for the specified Lot have been paid, and, if not, the amount due. Such certificates shall be conclusive evidence of payment of assessments therein stated to have been paid and of any amounts due.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first, institutional mortgagee. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, however, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor relieve the prior Owner(s) of the liability for such prior Assessments.

Section 13. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida and, all properties owned by the Association shall be exempt from the Assessments created herein, except no land or improvements devoted to dwelling or commercial use shall be exempt from said Assessments.

Section 14. Management Agreements. Each Owner agrees to be bound by the terms and conditions of all management agreements entered into by the Association through its Board of Directors. A copy of all such agreements shall

be available to each Owner. Each Owner shall cooperate with personnel acting pursuant to such agreement.

Section 15. Insurance.

- (A) Insurance on the Common Area. The Board may obtain casualty insurance for all Common Area Improvements to cover the replacement costs, and which may include coverage for malicious mischief, windstorm, vandalism or any other coverage desired by the Board.
- (B) Public Liability. The Board may obtain public liability insurance in such limits as the Board may determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Area.
- (C) Other Coverage. The Board may obtain and maintain workmen's compensation insurance if and to the extent necessary, to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Members.
- (D) Premiums. The cost of all insurance shall be an Association expense and shall be included in the Annual General Assessments.

Section 14. Repair and Reconstruction after Fire or Other Casualty.

- (A) Common Area. If fire or other casualty damages or destroys any of the improvements in the Common Area, the Board shall arrange for and supervise the prompt repair and restoration. The Board shall obtain funds from the insurance proceeds, if any, then from reserves for the repair and replacement of such improvements, if any, and then from any Special Assessments that may be reasonable or necessary. The Board is not required to exhaust its reserves before issuing and collecting any Special Assessments.
- (B) Lots. If fire or other casualty damages or destroys a house, commercial building or any other improvements or structure on a Lot, the Owner of that Lot shall immediately proceed to

rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction or to remove the entire of the improvements on such Lot and restore the natural vegetation. If such Owner refuses or fails to repair and rebuild, or remove and restore within thirty (30) days from time of damage or payment of insurance proceeds, whichever is later, the Association is hereby irrevocably authorized by such Owner to repair and rebuild, or remove any such improvement and restore the natural vegetation, in its sole discretion, without liability to the Owner.

## **ARTICLE VI**

### **EASEMENTS**

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described in "Exhibit C" attached hereto and by reference made a part hereof, "the Commercial Common Area." This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain nor shall any structure, planting or other material which may assist, augment or benefit be removed therefrom. However, it is the intent, that to the extent possible easements shall be maintained in context with the surrounding area.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

#### **Section 1. General.**

The development of the Property into the community to be know as "the Villages of St. Marks" is to be aesthetically or architecturally consistent with a theme generally known as Old Florida, coastal cracker homes and commercial structures of that 1920-1940 era. The exterior of all of the structures within the Villages of St. Marks and all materials visible from the exterior including, but not limited to construction materials, colors, designs, hardware, lighting, etc. shall be consistent with the established theme. To insure that the development of the

Property and the improvements thereon occur in concert with these purposes there is created an Architectural Control Committee (ACC). The ACC shall, in its sole discretion, approve or proscribe the particular use of materials, design, visible display structure, location, landscape removal and augmentation and any other matter to strictly enforce the consistency of these throughout the Property.

The development of the Property is divided into two (2) areas; a commercial area and a residential area, defined as follows:

1. The "residential area" is more particularly described on Exhibit "B" and is comprised of 134 Lots, "a Residential Lot", upon which one single family residence and related outbuildings may be constructed and maintained. A guest house, pool house or similar facility may be constructed and maintained on a residential Lot, however, such shall not be used for regular, permanent or continuous residential use, shall not be separately rented or leased and shall only be used for temporary transient use. Each structure, improvement, or modification, and the vegetation naturally occurring or introduced on a residential lot shall comply with each and every of the restrictions, regulations or requirements of these declarations and shall be subject to ACC review and approval, unless a specific written waiver is obtained from the ACC.
2. The "commercial area" is more particularly described on Exhibit "C" and is comprised of 38 Lots, "a Commercial Lot", upon which one (1), two (2) story facility may be constructed and maintained. To maintain the aesthetic integrity of the commercial area, the exterior of each structure be constructed on each lot has been generally designed and the exterior of each such structure shall be constructed and maintained in strict accord with the original design, shall be subject to ACC review and approval, and the restrictions, regulations and requirements of these declarations, unless a specific written waiver is obtained from the ACC.

Within the commercial area all structures shall be two-story construction unless otherwise approved by the ACC, and the use of the structures is specifically designated as follows:

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1. For each of those Commercial Lots in the commercial area south of the easement granted to the State of Florida, Department of Transportation the first floor and the second floor of each building may be used for clean, commercial activity common to a small, southern downtown in the U.S.A., including, but not limited to governmental and professional offices, and retail and food service, but shall not be used for obnoxious activities such as industrial manufacturing or any activity causing noxious fumes, noise, or other activity. The second floor of each of the buildings on Lots in this portion of the Commercial Area may also be used for residences.
2. For those Commercial Lots north of the easement granted to the State of Florida, Department of Transportation in the commercial area, both the first and second floors may be used for residences or for the commercial activities described above or any combination thereof.
3. The interior of any building within the Commercial area which is used for commercial purposes, is available to the public or is visible from the exterior shall be designed in concert with, and use materials consistent with, the architectural and aesthetic theme of the community and shall be subject to ACC review and approval.
4. General Limitations. All commercial structures must be two-story buildings, shall not be common wall construction, and shall each be subject to separate deed. The main roof of commercial structures shall not be visible from the street, however, the roof over the porches may be visible from the street. Commercial Lots shall have a courtyard in the rear of the property and a porch on the front.

Section 2. Members. The initial Architectural Control Committee (ACC) shall be : David A. Barrett, Millard J. Noblin and Cassandra G. Harbin who shall continue to be the membership of the ACC until Class B membership ceases pursuant to Article IV, Section 2 hereof. At the first meeting of the Association, after Class B membership ceases pursuant to Article IV, Section 2 hereof, the members of the ACC will be elected and said ACC shall be composed of three (3) Members of the Association, two (2) of whom shall be Commercial Lot Owners.



elected by the Board. Terms of membership and other procedural matters shall be established by the Board of the ACC.

Section 3. Construction Subject to Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, including each and every Lot therein, nor shall any exterior addition to or change or alteration, including any change of color, therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ACC. Modifications subject to architectural control specifically include, but are not limited to, initial structure, construction, painting, or other alteration of a building (including doors, windows and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of walls or fences; addition of awnings, gates, flower boxes, shelves, statues or other outdoor ornamentation or patterned or brightly colored window coverings; and, any alteration of the landscaping or topography of the Lot, including without limitation any planting, cutting or removal of trees or plants.

Section 4. Procedures. At least thirty (30) days prior to the proposed commencement of any activity which will alter the existing Lot or any improvement thereon, generally described in Section 3 hereof, a schematic design submittal shall be made to the Committee, in triplicate, consisting of the following: Location map showing the location of the Lot within the development; existing and proposed site plans showing all proposed changes in contours, existing trees larger than six inches (6") in diameter measured thirty inches (30") above the ground, proposed landscape and building activities, including, but not limited to, all walkways, sidewalks, driveways and parking areas, building restriction lines and construction, staging and parking area; foundation, floor, and roof plans, elevations of each and all exterior surfaces indicating all materials and colors and a color multi-dimensional rendering representing the presentation from the adjacent street. Prior to making the submittal, the owner or his representative, shall stake out and maintain throughout the approval process the proposed improvements on the Lot.

At least fifteen (15) days prior to the proposed commencement and after the Committee's review and approval of the schematic submission, a construction document submission shall be made in triplicate. Such submission shall comply with all of the schematic submission requirements, shall show the proposed improvements in greater detail, and shall additionally include, at a minimum, building sections, construction details, specifications, and material samples.

easement or restriction are to remain undisturbed. The Association may levy a per square foot fine in addition to fines for specific trees removed or damaged for each instance of the disturbance or damage to vegetation which is to remain undisturbed. The Association may levy fines for removal or damage to trees, vegetation or land features, and such fines shall be assessed against the Lot Owner. The Association may also enforce these provisions by injunction to prohibit a contemplated or potential action or to require the restoration of damage, collection of damages, all without the necessity of bond, including the award of reasonable legal fees and costs for the Association.

Section 6. Basis for Decision. The ACC shall approve or disapprove the schematics, the detailed plans, and ultimately the application and any other matter in its discretion, based on the nature, kind, shape, height, material, color, texture and location of the proposed activities, harmony with surrounding structures and topography, and any other factors, including purely aesthetic considerations, which in the sole discretion and opinion of the ACC may affect the desirability or suitability of the proposed activity, result or impact on the development.

Section 7. Construction. If approval is given or deemed to be given, construction of the improvements applied for may commence, provided that all such construction or related or other activity is in strict accordance with the submitted plans and specifications and all governmental rules, regulations and permitting. The ACC shall have the right to enjoin any construction not in conformity with approved plans and specifications, and shall have all other remedies at law or in equity including the removal of any non-conforming structures or other activity and restoration to prior condition, without bond.

Section 8. Liability. Approval or any other action by the ACC shall not constitute a basis for any liability of the ACC nor any officer or person acting on behalf thereof for any reason whatsoever, including, but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

## ARTICLE VII

### EXTERIOR MAINTENANCE

Each Owner shall be responsible for the maintenance of their Lot, including exterior and interior maintenance of the structures thereon. If the ACC determines, in its discretion, that the Owner has failed to maintain any part of his Lot, including improvements, in good order and repair, free from debris, the

Section 7. Construction. If approval is given or deemed to be given, construction of the improvements applied for may commence, provided that all such construction or related or other activity is in strict accordance with the submitted plans and specifications and all governmental rules, regulations and permitting. The ACC shall have the right to enjoin any construction not in conformity with approved plans and specifications, and shall have all other remedies at law or in equity including the removal of any non-conforming structures or other activity and restoration to prior condition, without bond.

Section 8. Liability. Approval or any other action by the ACC shall not constitute a basis for any liability of the ACC nor any officer or person acting on behalf thereof for any reason whatsoever, including, but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

Each Owner shall be responsible for the maintenance of their Lot, including exterior and interior maintenance of the structures thereon. If the ACC determines, in its discretion, that the Owner has failed to maintain any part of his Lot, including improvements, in good order and repair, free from debris, the Association, by a majority vote of the Board and twenty (20) days after written notice to the Owner, shall have the right, without liability, to enter upon such Lot to correct, repair, restore and maintain any part of the Lot and to have any objectionable items removed, replaced, or repaired. All costs incurred by the Association shall be paid by the Lot Owner and shall, if not paid within ten (10) days of written notice, be an Individual Lot Assessment as defined herein.

## **ARTICLE VIII**

### **USE RESTRICTIONS**

Section 1. Temporary Structures: Parking. No camper, boat, trailer, motor home, mobile home or similar vehicle or commercial vehicle shall be parked, or kept, at any time in the residential area except if kept enclosed in a garage, enclosed out buildings, or in a designed area behind the residence and not visible from the street. A commercial vehicle associated with a Commercial Lot may be parked in a parking area in the commercial area. Automobiles may be parked only in designated parking areas. All automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled

automobiles is not permitted within the Property, except if kept in, and all activities thereon occur and are contained within, an enclosed garage. Garages shall not open to, nor the interior thereof be visible from, the street.

Section 2. Lot Description. No Lot shall be further subdivided or separated into smaller parcels.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets which are kept for personal companionship may be kept by an Owner on his Lot if such pets do not cause a disturbance or annoyance to others. Each Owner shall be responsible for any and all damage caused by pets. Pets shall be confined or controlled by fencing or leashes; pets shall not be allowed to freely roam away from the Owner's Lot.

Section 4. Signs. All advertising signs, billboards, notices or other such, visible from the exterior, shall be subject to review and approval by the ACC. One sign no larger than two (2) feet by two (2) feet for the purpose of the Sale, Rental or lease of a Lot, house or commercial building is approved. The foregoing covenants shall not apply to the business activities, signs and billboards, or construction and maintenance of buildings by Declarant, its agents or assigns during any construction and sale period or to the Association in furtherance of its powers and purposes under this Declaration. All signs visible in the commercial area shall be consistent with the theme of the development and subject to approval by the ACC.

Section 5. Good Order. All clotheslines, equipment, garbage cans, woodpiles, or storage areas shall be concealed from view of neighboring houses, buildings, Common Areas and streets. All rubbish, trash or garbage shall be regularly removed and shall not be allowed to accumulate; and, in the commercial area, kept in the common trash receptacles therefor.

Section 6. Maintenance. Maintenance, upkeep and repair of the interior and exterior of each Lot shall be the sole responsibility of the individual Owners of the various Lots. Each Lot Owner shall be responsible for the maintenance of any sidewalk adjacent to their Lot.

Section 7. Exterior. The exterior surface material of each and all structures shall be consistent with the style and materials available to the era and geographic location for the theme of the development. Rough or smooth wood planking, (not apparently plyboard), brick, stucco, and James Hardiboard as allowed, subject to ACC approval. No vinyl or metal siding or windows, vinyl guttering and down spouts are permitted. The exterior colors on all commercial

buildings, residences and outbuildings on Residential Lots shall be suitable for the type of structure, its uses and purposes, and shall blend with the surrounding area. The original exterior textures, materials and color, as well as any changes in same, must be approved by the ACC.

Section 8. Fireworks and Burning. No burning of any kind shall be allowed in the commercial area, except by the Board in the performance of its duties and as properly permitted for the disposal of debris. No burning of any kind shall be allowed in the residential area unless a burning permit has been obtained by the Owner from the appropriate governmental agency, and then only for the disposal of debris and in a contained area. No fireworks shall be discharged without Board approval.

Section 9. Fence material. All fences, including materials and location, must be approved by the ACC. Each Courtyard on each Commercial Lot shall be enclosed by an ACC approved wall or fence.

Section 10. Porches.

- (a) All homes on Residential Lots shall have front porches which shall be constructed so that the finished floor height of the front porch edge in front of the main entrance front door is elevated no less than, but may be more than, twenty-four (24) inches in height above the ground immediately in front of the porch steps; the area beneath the front porch shall appear to be brick, or brick pillars with lattice between; the front porch must be covered by a roof integrated with the main roof of the residence; and, the size of the front porch shall be not less than ten percent (10%) of the heated and cooled square footage of the residence.
- (b) All buildings on Commercial Lots shall have a front porch for the second floor, extending the entire width of the front surface of the building, eight (8) feet in depth and extending over a sidewalk below which shall connect with the common area sidewalk and is constructed of the same material, color and design as the common area sidewalk. The porch shall be covered by a roof which may be visible and not integrated with the main roof structure but, if visible, must be of material and color approved by the ACC. (See also Section 11(b)).

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Section 11. Roofs.

- (a) Residential Lots: The main roof which is visible from the street and over the heated and cooled portion of the residences must have a minimum pitch of 6 and 12.
- (b) Commercial Lots: The main roof shall be hidden within parapet walls and drain-to-the-rear. All HVAC units shall be on the roof and hidden from view. The roof over the front porch may be visible and, if so shall be of materials approved by the ACC; (see Section 10(b)).

Section 12. Windows. Windows in structures in the residential area visible from the street shall be single or double hung. No casement, jalousie, Palladian or awning windows are permitted. All window materials shall be consistent with the era and theme presented and shall not be vinyl or metal. Windows on the sides and rear of commercial buildings shall be subject to the same restrictions as Residential Lots. Windows on the front of commercial buildings in the commercial area shall be subject to the same restrictions as windows in the residential area. Windows on the front of buildings in the commercial area shall be subject to ACC approval.

Section 13. Utilities. All utilities shall be underground.

Section 14. Exceptions. The ACC, in its sole discretion, may grant variances to the restrictions provided for in these declarations.

**ARTICLE IX**

**DWELLING SIZE**

No dwelling on a Residential Lot shall be permitted unless the of the main structure, exclusive of porches, garages, or otherwise, contains at least fourteen hundred (1400) square feet of heated and cooled area; for a dwelling of more than one story, at least sixty (60%) percent of the heated and cooled square footage shall be on the first story.

All structures on a Commercial Lot must contain heated and cooled square feet equal to two times the size of the Lot after deducting eight (8) feet from the front for the porch and sixteen (16) feet from the rear for the courtyard, unless otherwise approved by the ACC.

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## ARTICLE X

### RESIDENTIAL AREA BUILDING AND DRIVEWAY LOCATION

No building shall be located on any Residential Lot nearer than forty (40) feet nor further than sixty (60) feet to the front Lot line, nearer than twenty (20) feet to the rear Lot line, nor nearer than fifteen (15) feet to a side Lot line. For the purposes of this Article, eaves and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building or other structure or improvement to encroach upon another site or easement. Each driveway shall be installed to insure the uninterrupted flow of the ditch or swail adjacent to the roadway by culvert or otherwise. The driveway shall be hard surfaced from the road pavement edge to the lot line. The ACC may, in its sole discretion, grant variances to the restrictions provided for in this Article.

## ARTICLE XI

### GARAGES, CARPORTS AND OUTBUILDINGS

Each residence on a Residential Lot shall have a functional garage of a minimum size of two (2) vehicle size that shall not be open to the street. All outbuildings shall be enclosed, behind residential structures, not portable and shall not open so as the interior thereof is visible from the street. All outbuildings of any kind must be approved by the ACC. There shall be no garages or outbuildings in the commercial area. The ACC, in its sole discretion, may grant variances to the restrictions provided for in this Article.

## ARTICLE XII

### NUISANCES

No noxious or offensive activity shall be carried in, upon or around any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the Members, which shall in any way interfere with the quiet enjoyment of any of the Property, or which shall in any way increase the rate of insurance for the property. The provisions of this Article shall be more restrictively applied in the residential area and more liberally construed in the commercial area recognizing the distinct purposes for the separate areas. The Board of Directors shall be the sole determinate of any violation of this Article.

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## **ARTICLE XIII**

### **RESTRICTIONS ON TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, tent, shack, garage, barn, storage building, or other similar outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, nor shall any temporary structure remain on a Lot for longer than fourtech consecutive (14) days nor more than twenty-one (21) days per year.

## **ARTICLE XIV**

### **RADIO AND TELEVISION ANTENNA**

No exterior radio, television, satellite-dish, antenna or other structure for receipt or transmission of communications may be installed on any portion of the Property unless such installation and the location, size, color and design of the antenna or other structure has been approved by the ACC.

## **ARTICLE XV**

### **MAIL BOXES**

No mail box, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Property unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the ACC. The ACC may approve a standard design or style, and if so adopted, then compliance therewith is approved without further approval by the ACC.

## **ARTICLE XVI**

### **GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the ACC. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be approved by the ACC for size, location, and type of material for the containment of such.

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## ARTICLE XVII

### SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Residential Lot within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the extension of the street property lines. The same sight-line limitations shall apply on any Residential Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. A tree shall be permitted to remain within such distances of such intersections, however, the foliage line shall be maintained at a height of at least six (6) feet to prevent obstruction of such sight lines. The ACC, in its sole discretion, may grant variances to the restrictions provided for in this Article.

## ARTICLE XVIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed to the Owner against whom such action was taken by judgment or as an Individual Lot Assessment.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not

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

Witnesses as to all:

ST. MARKS VILLAGES, L.C.

By: Millard J. Noblin  
Millard J. Noblin

Cynthia Maxwell  
CYNTHIA MAXWELL  
Print: \_\_\_\_\_

Print: Mary E. Steward

Mary E. Steward

Print: Cynthia Maxwell  
CYNTHIA MAXWELL

By: Cassandra Harbin  
Cassandra Harbin

Print: Mary E. Steward

Mary E. Steward

Print: Cynthia Maxwell  
CYNTHIA MAXWELL

By: David A. Barrett  
David A. Barrett

Print: Mary E. Steward

Mary E. Steward

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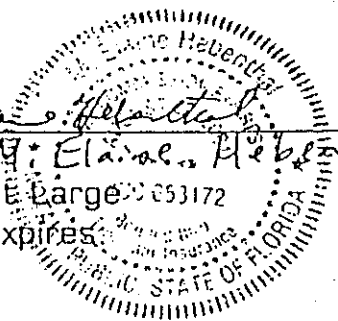
STATE OF FLORIDA

COUNTY OF

BEFORE ME this day appeared **Millard J. Noblin**, who is personally known to me or who has produced as identification and who did/or did not take an oath, who executed the foregoing, and acknowledged to and before me that said instrument was executed for the purposes therein expressed. N 145-550-34-416

WITNESS my hand and official seal this 4<sup>th</sup> day of May, 1999.

NAME: M. Elaine Heberthal  
NOTARY PUBLIC M. Elaine Heberthal  
State of Florida at Large 053172  
My Commission Expires



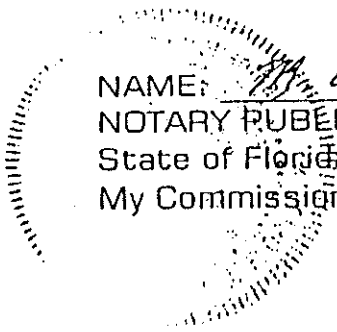
STATE OF FLORIDA

COUNTY OF

BEFORE ME this day appeared **Cassandra G. Harbin**, who is personally known to me or who has produced as identification and who did/or did not take an oath, who executed the foregoing, and acknowledged to and before me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal this 4<sup>th</sup> day of May, 1999.

NAME: M. Elaine Heberthal  
NOTARY PUBLIC M. Elaine Heberthal  
State of Florida at Large  
My Commission Expires: August 22, 2001



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REC NO. 01912516264

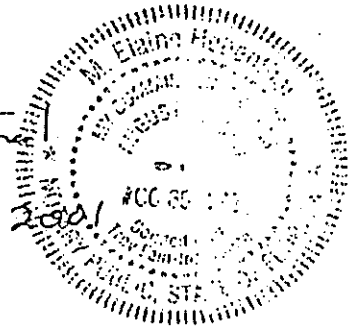
STATE OF FLORIDA

COUNTY OF

BEFORE ME this day appeared **David A. Barrett**, who is personally known to me or who has produced as identification and who did/or did not take an oath, who executed the foregoing, and acknowledged to and before me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal this <sup>4<sup>th</sup></sup> day of *April*, 1999.

NAME: *M. Elaine Hebert*  
NOTARY PUBLIC *M Elaine Hebert*  
State of Florida at Large  
My Commission Expires: *August 22, 2001*



FL# 160857 B 352 P 522  
REC NO: 01912516264

**Edwin G. Brown  
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

January 8, 1997  
(Revised: February 11, 1997)

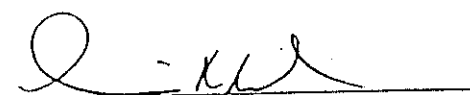
VILLAGES OF ST. MARKS

158.76 ACRES

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Begin at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida and thence run North 89 degrees 34 minutes 43 seconds East along the North boundary of said Section 35, a distance of 740.06 feet to the Westerly right-of-way boundary of a City of Tallahassee Power Line, thence run South 17 degrees 14 minutes 20 seconds East along said Westerly right-of-way boundary 4709.05 feet to the Northerly maintained right-of-way boundary of Newport Road, thence run South 40 degrees 42 minutes 24 seconds West along said Northerly right-of-way boundary 1045.30 feet, thence run South 89 degrees 08 minutes 48 seconds West along the Southerly boundary of said Section 35, a distance of 747.32 feet to an angle iron on the Easterly right-of-way boundary of State Road No. 363, said point lying on a curve concave to the Southwesterly, thence run Northwesterly along said right-of-way boundary and along said curve with a radius of 11509.16 feet thru a central angle of 00 degrees 35 minutes 32 seconds for an arc distance of 118.94 feet, the chord of said arc being North 16 degrees 27 minutes 02 seconds West 118.94 feet to a re-rod, thence run North 17 degrees 13 minutes 54 seconds West along said right-of-way boundary 2050.57 feet, thence run North 72 degrees 41 minutes 54 seconds East 435.60 feet, thence run North 17 degrees 18 minutes 06 seconds West 200.00 feet, thence run South 72 degrees 41 minutes 54 seconds West 380.94 feet, thence run North 01 degrees 06 minutes 00 seconds West along the West boundary of said Section 35, a distance of 3016.36 feet to the POINT OF BEGINNING containing 158.76 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.



DONNIE R. SPARKMAN  
Surveyors & Mappers  
Florida Certificate No. 5147  
(LB 6475)

FL# 160857 B 352 P 523  
REC NO. 01912516264

96-620PSC:13938



#22/13938.1

**Edwin G. Brown  
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

May 4, 1999

**VILLAGES OF ST. MARKS**

**RESIDENTIAL (88.14 ACRES)**

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Begin at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida and thence run North 89 degrees 34 minutes 43 seconds East along the North boundary of said Section 35, a distance of 740.06 feet to the Westerly right-of-way boundary of a City of Tallahassee Power Line, thence run South 17 degrees 14 minutes 20 seconds East along said Westerly right-of-way boundary 4709.05 feet to the Northerly maintained right-of-way boundary of Newport Road, thence run South 40 degrees 42 minutes 24 seconds West along said Northerly right-of-way boundary 1045.30 feet, thence run South 89 degrees 08 minutes 48 seconds West along the Southerly boundary of said Section 35, a distance of 747.32 feet to an angle iron on the Easterly right-of-way boundary of State Road No. 363, said point lying on a curve concave to the Southwesterly, thence run Northwesterly along said right-of-way boundary and along said curve with a radius of 11509.16 feet thru a central angle of 00 degrees 35 minutes 32 seconds for an arc distance of 118.94 feet, the chord of said arc being North 16 degrees 27 minutes 02 seconds West 118.94 feet to a re-rod, thence run North 17 degrees 13 minutes 54 seconds West along said right-of-way boundary 2050.57 feet, thence run North 72 degrees 41 minutes 54 seconds East 435.60 feet, thence run North 17 degrees 18 minutes 06 seconds West 200.00 feet, thence run South 72 degrees 41 minutes 54 seconds West 380.94 feet, thence run North 01 degrees 06 minutes 00 seconds West along the West boundary of said Section 35, a distance of 3016.36 feet to the POINT OF BEGINNING containing 158.76 acres, more or less.

LESS AND EXCEPT

**COMMERCIAL AREA (9.83 ACRES)**

Begin at the Northwest corner of Lot 1, Villages of St. Marks, a subdivision as per map or plat thereof recorded in Plat Book 3, Pages 70 to 74, of the Public Records of Wakulla County, Florida, and thence run North 17 degrees 13 minutes 54 seconds West along the Easterly right-of-way boundary of State Road No. 363, a distance of 820.74 feet, thence run North 61 degrees 25 minutes 11 seconds East 106.14 feet, thence run North 29 degrees 48 minutes 33 seconds East 52.61 feet,

EXHIBIT

B

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VILLAGES OF ST. MARKS  
RESIDENTIAL (88.14 ACRES)

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thence run North 80 degrees 32 minutes 58 seconds East 56.60 feet, thence run South 08 degrees 29 minutes 44 seconds East 194.08 feet, thence run North 36 degrees 30 minutes 56 seconds East 57.86 feet, thence run North 00 degrees 24 minutes 37 seconds West 145.45 feet, thence run North 66 degrees 35 minutes 51 seconds East 106.77 feet, thence run North 09 degrees 17 minutes 44 seconds West 65.17 feet, thence run North 72 degrees 41 minutes 54 seconds East 59.90 feet, thence run North 17 degrees 18 minutes 06 seconds West 52.90 feet, thence run South 52 degrees 48 minutes 23 seconds East 245.14 feet to a point on the Westerly right-of-way boundary of Old Palmetto Path, said point lying on a curve concave to the Southeasterly, thence run along said right-of-way boundary as follows: Southwesterly along said curve with a radius of 130.00 feet thru a central angle of 28 degrees 29 minutes 49 seconds for an arc distance of 64.66 feet, the chord of said arc being South 21 degrees 12 minutes 24 seconds West 63.99 feet, thence South 83 degrees 02 minutes 30 seconds East 17.50 feet, thence South 06 degrees 57 minutes 30 seconds West 47.08 feet, thence leaving said right-of-way boundary run South 83 degrees 02 minutes 30 seconds East 42.50 feet, thence run South 62 degrees 42 minutes 20 seconds East 161.70 feet, thence run South 16 degrees 17 minutes 12 seconds East 126.16 feet, thence run South 33 degrees 15 minutes 19 seconds West 220.37 feet, thence run South 66 degrees 34 minutes 02 seconds East 141.25 feet, thence run South 68 degrees 37 minutes 28 seconds West 350.15 feet, thence run South 16 degrees 06 minutes 43 seconds East along the Easterly right-of-way boundary of Burnt Pine Loop 48.45 feet, thence run South 70 degrees 20 minutes 39 seconds West 274.20 feet to the POINT OF BEGINNING containing 9.83 acres, more or less.

LESS AND EXCEPT

CONSERVATION EASEMENT (0.82 OF AN ACRE)

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 01 degrees 06 minutes 00 seconds East 3016.36 feet, thence run North 72 degrees 41 minutes 54 seconds East 380.94 feet, thence run South 17 degrees 18 minutes 06 seconds East 200.00 feet, thence run South 72 degrees 41 minutes 54 seconds West 59.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 09 degrees 17 minutes 44 seconds East 65.17 feet, thence run South 66 degrees 35 minutes 51 seconds West 106.77 feet, thence run South 00 degrees 24 minutes 37 seconds East 145.45 feet, thence run South 36 degrees 30 minutes 56 seconds West 57.86 feet, thence run North 08 degrees 29 minutes 44 seconds West 194.08 feet, thence run South 80 degrees 32 minutes 58 seconds West 59.60 feet, thence run South 29 degrees 46 minutes 33 seconds West 52.61 feet, thence run South 61 degrees 25 minutes 11 seconds West 106.14 feet to the Easterly right-of-way boundary of State Road No. 363 (St. Marks Highway), thence run North 17 degrees 13 minutes 54 seconds West along said right-of-way boundary 105.88 feet, thence run North 72 degrees 41 minutes 54 seconds East 376.02 feet to the POINT OF BEGINNING containing 0.82 of an acre, more or less.

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VILLAGES OF ST. MARKS  
RESIDENTIAL (88.14 ACRES)

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LESS AND EXCEPT

CONSERVATION EASEMENT (0.23 OF AN ACRE)

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 01 degrees 06 minutes 00 seconds East 3016.36 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 29 degrees 26 minutes 39 seconds East 108.79 feet, thence run South 62 degrees 28 minutes 36 seconds East 84.71 feet, thence run North 59 degrees 57 minutes 45 seconds East 71.68 feet, thence run North 82 degrees 48 minutes 55 seconds East 174.42 feet, thence run South 72 degrees 41 minutes 54 seconds West 380.94 feet to the POINT OF BEGINNING containing 0.23 of an acre, more or less.

LESS AND EXCEPT

CONSERVATION EASEMENT (10.52 ACRES)

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 01 degrees 06 minutes 00 seconds East 1405.36 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 87 degrees 19 minutes 10 seconds East 105.01 feet, thence run South 62 degrees 37 minutes 13 seconds East 76.69 feet, thence run North 43 degrees 53 minutes 57 seconds East 90.27 feet, thence run South 45 degrees 14 minutes 01 seconds East 249.24 feet, thence run South 19 degrees 01 minutes 54 seconds West 135.74 feet, thence run South 81 degrees 45 minutes 10 seconds East 53.22 feet, thence run South 29 degrees 08 minutes 45 seconds East 180.22 feet, thence run South 16 degrees 07 minutes 41 seconds West 67.64 feet, thence run South 68 degrees 24 minutes 58 seconds West 130.53 feet, thence run South 09 degrees 28 minutes 26 seconds East 158.74 feet, thence run South 21 degrees 14 minutes 14 seconds East 117.22 feet, thence run North 78 degrees 27 minutes 14 seconds East 146.68 feet, thence run South 05 degrees 32 minutes 04 seconds East 101.60 feet, thence run South 64 degrees 54 minutes 46 seconds West 115.40 feet, thence run South 16 degrees 43 minutes 08 seconds West 68.12 feet, thence run South 72 degrees 08 minutes 32 seconds West 212.75 feet, thence run South 77 degrees 06 minutes 30 seconds West 160.83 feet, thence run South 36 degrees 40 minutes 07 seconds West 140.63 feet, thence run North 01 degrees 06 minutes 00 seconds West 1213.10 feet to the POINT OF BEGINNING containing 10.52 acres, more or less.

LESS AND EXCEPT

FL# 160857 B 352 P 526  
REC NO. 01912516264

CONSERVATION EASEMENT (22.92 ACRES)



May 4, 1999

VILLAGES OF ST. MARKS  
RESIDENTIAL (88.14 ACRES)

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Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run North 89 degrees 34 minutes 43 seconds East 395.47 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 34 minutes 43 seconds East 344.59 feet to the Westerly right-of-way boundary of a City of Tallahassee power line easement, thence run South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 445.90 feet, thence run South 35 degrees 25 minutes 59 seconds West 88.64 feet, thence run South 30 degrees 36 minutes 00 seconds East 60.07 feet, thence run South 21 degrees 06 minutes 50 seconds West 159.98 feet, thence run South 78 degrees 16 minutes 15 seconds West 92.49 feet, thence run South 43 degrees 07 minutes 25 seconds East 175.49 feet, thence run South 49 degrees 25 minutes 20 seconds West 75.88 feet, thence run South 15 degrees 09 minutes 53 seconds East 125.89 feet, thence run North 57 degrees 25 minutes 16 seconds East 120.03 feet, thence run South 54 degrees 11 minutes 06 seconds East 130.53 feet, thence run South 44 degrees 30 minutes 27 seconds West 92.28 feet, thence run South 08 degrees 08 minutes 12 seconds West 74.79 feet, thence run South 64 degrees 11 minutes 06 seconds East 181.60 feet, thence run North 58 degrees 27 minutes 17 seconds East 32.99 FEET to the Westerly right-of-way boundary of said City of Tallahassee power line easement, thence run South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 620.18 feet, thence run South 59 degrees 10 minutes 42 seconds West 145.21 feet, thence run South 09 degrees 10 minutes 23 seconds West 99.64 feet, thence run South 14 degrees 08 minutes 07 seconds West 82.70 feet, thence run South 09 degrees 33 minutes 33 seconds East 58.11 feet, thence run South 65 degrees 34 minutes 54 seconds West 37.22 feet, thence run South 10 degrees 03 minutes 13 seconds East 75.01 feet, thence run North 86 degrees 03 minutes 34 seconds West 44.78 feet, thence run South 13 degrees 18 minutes 00 seconds West 56.92 feet, thence run South 51 degrees 59 minutes 13 seconds West 45.18 feet, thence run South 17 degrees 53 minutes 59 seconds West 106.27 feet, thence run South 87 degrees 57 minutes 26 seconds West 91.51 feet, thence run North 23 degrees 13 minutes 28 seconds East 74.54 feet, thence run North 83 degrees 50 minutes 15 seconds West 121.55 feet, thence run North 31 degrees 15 minutes 01 seconds East 125.92 feet, thence run North 76 degrees 31 minutes 14 seconds East 83.97 feet, thence run North 03 degrees 05 minutes 53 seconds East 120.87 feet, thence run North 72 degrees 39 minutes 59 seconds West 54.74 feet, thence run North 12 degrees 49 minutes 20 seconds East 88.30 feet, thence run North 10 degrees 47 minutes 51 seconds West 69.74 feet, thence run North 54 degrees 00 minutes 24 seconds East 44.40 feet, thence run North 10 degrees 18 minutes 04 seconds West 264.27 feet, thence run North 76 degrees 43 minutes 54 seconds West 203.12 feet, thence run North 50 degrees 21 minutes 15 seconds West 154.39 feet, thence run North 57 degrees 27 minutes 31 seconds West 139.48 feet, thence run South 19 degrees 27 minutes 45 seconds West 89.55 feet, thence run North 45 degrees 14 minutes 01 seconds West 250.67 feet, thence run South 13 degrees 43 minutes 29 seconds West 31.74 feet, thence run North 41 degrees 07 minutes 23 seconds West 267.56 feet, thence run North 57 degrees 21 minutes 43 seconds East 167.36 feet, thence run South 89 degrees 07 minutes 59 seconds East 83.25 feet, thence run North 67 degrees 11 minutes 26 seconds East 51.99 feet, thence run North 24 degrees 38 minutes 58 seconds East 33.26 feet, thence run North 73 degrees 40 minutes 13 seconds

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East 98.56 feet, thence run North 23 degrees 39 minutes 16 seconds West 110.02 feet, thence run South 74 degrees 11 minutes 08 seconds West 175.64 feet, thence run South 08 degrees 08 minutes 23 seconds West 44.54 feet, thence run North 49 degrees 18 minutes 06 seconds West 59.88 feet, thence run South 75 degrees 38 minutes 06 seconds West 140.55 feet, thence run North 02 degrees 52 minutes 33 seconds East 233.14 feet, thence run South 71 degrees 27 minutes 46 seconds East 76.48 feet, thence run South 75 degrees 48 minutes 01 seconds East 169.86 feet, thence run North 64 degrees 46 minutes 23 seconds East 128.63 feet, thence run North 52 degrees 54 minutes 57 seconds East 101.83 feet, thence run North 74 degrees 50 minutes 39 seconds East 134.21 feet, thence run North 23 degrees 22 minutes 49 seconds West 105.12 feet, thence run North 18 degrees 27 minutes 19 seconds East 104.03 feet, thence run North 31 degrees 53 minutes 47 seconds West 95.57 feet, thence run North 09 degrees 52 minutes 38 seconds West 102.40 feet, thence run North 58 degrees 25 minutes 22 seconds West 67.01 feet, thence run South 70 degrees 26 minutes 54 seconds West 104.85 feet, thence run South 01 degrees 23 minutes 56 seconds West 75.74 feet, thence run North 40 degrees 31 minutes 43 seconds West 78.03 feet, thence run North 72 degrees 01 minutes 58 seconds West 66.76 feet, thence run North 20 degrees 27 minutes 37 seconds East 49.37 feet, thence run North 08 degrees 08 minutes 23 seconds West 93.04 feet, thence run North 53 degrees 22 minutes 35 seconds East 92.00 feet to the POINT OF BEGINNING containing 22.92 acres, more or less.

LESS AND EXCEPT

CONSERVATION EASEMENT (13.67 ACRES)

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run North 89 degrees 34 minutes 43 seconds East 740.06 feet to the Westerly right-of-way boundary of a City of Tallahassee power line easement, thence run South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 2598.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 615.32 feet, thence run South 19 degrees 40 minutes 36 seconds West 258.65 feet, thence run South 66 degrees 40 minutes 14 seconds West 156.50 feet, thence run South 01 degrees 53 minutes 12 seconds West 99.20 feet, thence run South 45 degrees 02 minutes 09 seconds West 110.79 feet, thence run South 32 degrees 30 minutes 13 seconds East 42.55 feet, thence run South 52 degrees 09 minutes 35 seconds West 74.44 feet, thence run South 14 degrees 17 minutes 54 seconds West 161.10 feet, thence run South 62 degrees 43 minutes 46 seconds West 227.11 feet, thence run North 71 degrees 05 minutes 33 seconds West 181.86 feet, thence run North 06 degrees 12 minutes 24 seconds West 70.53 feet, thence run North 66 degrees 34 minutes 02 seconds West 188.66 feet, thence run North 33 degrees 15 minutes 19 seconds East 220.37 feet, thence run North 16 degrees 17 minutes 13 seconds West 11.14 feet, thence run South 83 degrees 30 minutes 00 seconds East 267.88 feet, thence run North 06 degrees 30 minutes 00 seconds East 47.00 feet, thence run North 83 degrees 30 minutes 00 seconds West 287.62 feet, thence run North 16 degrees 17 minutes 13 seconds West 156.80 feet, thence run North 60 degrees 12 minutes 23 seconds East 77.03 feet, thence run North 53 degrees 09 minutes 52 seconds East 61.10 feet, thence run North 76 degrees 09 minutes 27 seconds East 226.57 feet, thence run North 35 degrees 49 minutes 06 seconds East 178.59 feet, thence run North 09 degrees 28

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VILLAGES OF ST. MARKS  
RESIDENTIAL (88.14 ACRES)

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minutes 26 seconds East 277.80 feet, thence run North 41 degrees 02 minutes 41 seconds East 198.96 feet, thence run North 24 degrees 37 minutes 37 seconds East 101.89 feet, thence run North 60 degrees 58 minutes 33 seconds East 47.93 feet to the POINT OF BEGINNING containing 13.67 acres, more or less.

LESS AND EXCEPT

CONSERVATION EASEMENT (12.63 ACRES)

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run North 89 degrees 34 minutes 43 seconds East 740.06 feet to the Westerly right-of-way boundary of a City of Tallahassee power line easement, thence run South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 4107.42 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 17 degrees 14 minutes 20 seconds East along said right-of-way boundary 601.63 feet to the intersection with the Northwesterly right-of-way boundary of Newport Road, thence run South 40 degrees 42 minutes 24 seconds West along said Northwesterly right-of-way boundary 105.94 feet, thence run South 77 degrees 42 minutes 25 seconds West 170.88 feet, thence run North 14 degrees 03 minutes 11 seconds West 94.15 feet, thence run South 72 degrees 46 minutes 44 seconds West 99.16 feet, thence run North 24 degrees 35 minutes 40 seconds West 125.56 feet, thence run North 28 degrees 06 minutes 08 seconds East 55.47 feet, thence run North 47 degrees 00 minutes 39 seconds West 66.98 feet, thence run South 88 degrees 12 minutes 44 seconds West 104.57 feet, thence run North 54 degrees 29 minutes 47 seconds West 84.25 feet, thence run South 75 degrees 35 minutes 47 seconds West 118.02 feet, thence run South 35 degrees 23 minutes 47 seconds East 124.05 feet, thence run South 49 degrees 47 minutes 56 seconds West 111.18 feet, thence run South 77 degrees 01 minutes 16 seconds West 87.15 feet, thence run South 25 degrees 40 minutes 09 seconds West 79.41 feet, thence run North 77 degrees 11 minutes 11 seconds West 85.76 feet, thence run North 15 degrees 57 minutes 29 seconds East 53.49 feet, thence run North 81 degrees 52 minutes 36 seconds West 121.33 feet, thence run North 14 degrees 02 minutes 51 seconds East 30.30 feet, thence run North 59 degrees 33 minutes 19 seconds East 145.01 feet, thence run South 39 degrees 49 minutes 44 seconds East 57.41 feet, thence run North 19 degrees 06 minutes 29 seconds East 134.78 feet, thence run North 61 degrees 24 minutes 34 seconds East 61.42 feet, thence run North 29.39 feet, thence run South 87 degrees 30 minutes 45 seconds West 112.86 feet, thence run South 05 degrees 51 minutes 39 seconds West 96.02 feet, thence run North 82 degrees 24 minutes 42 seconds West 74.19 feet, thence run South 28 degrees 11 minutes 54 seconds West 77.81 feet, thence run North 57 degrees 17 minutes 11 seconds West 40.79 feet, thence run South 59 degrees 33 minutes 19 seconds West 135.74 feet, thence run North 12 degrees 18 minutes 37 seconds East 187.42 feet, thence run South 65 degrees 47 minutes 57 seconds West 214.85 feet, thence run South 25 degrees 44 minutes 17 seconds East 97.77 feet, thence run South 41 degrees 13 minutes 17 seconds West 165.85 feet, thence run North 16 degrees 06 minutes 43 seconds West 135.21 feet, thence run North 76 degrees 30 minutes 00 seconds East 29.94 feet, thence run North 13 degrees 26 minutes 00 seconds East 206.14 feet, thence run North 76 degrees 34 minutes 00 seconds West 20.00

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VILLAGES OF ST. MARKS  
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feet, thence run South 13 degrees 26 minutes 00 seconds West 193.88 feet, thence run South 76 degrees 30 minutes 00 seconds West 18.58 feet, thence run North 16 degrees 06 minutes 43 seconds West 62.92 feet, thence run North 23 degrees 01 minutes 03 seconds East 193.37 feet, thence run South 76 degrees 57 minutes 12 seconds East 147.01 feet, thence run North 51 degrees 33 minutes 17 seconds East 162.64 feet, thence run North 21 degrees 23 minutes 42 seconds East 181.97 feet, thence run North 62 degrees 43 minutes 46 seconds East 275.20 feet, thence run South 35 degrees 20 minutes 42 seconds East 145.56 feet, thence run South 76 degrees 50 minutes 36 seconds East 157.65 feet, thence run South 58 degrees 27 minutes 47 seconds East 318.06 feet, thence run North 22 degrees 16 minutes 27 seconds East 247.94 feet to the POINT OF BEGINNING containing 12.63 acres, more or less.

The above described property containing a net acreage of 88.14 acres, more or less.

Subject to easements of record.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.



DONNIE R. SPARKMAN  
Surveyor & Mapper  
Florida Certificate No. 5147  
(LB 6475)

FL# 160857 B 352 P 530  
REC NO. 01912516264

96-620  
PSC:13934

#23/13934.res

Edwin G. Brown  
& Associates, Inc.

SURVEYORS • MAPPERS • ENGINEERS

May 4, 1999

VILLAGES OF ST. MARKS

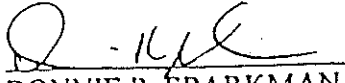
COMMERCIAL AREA (9.83 ACRES)

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

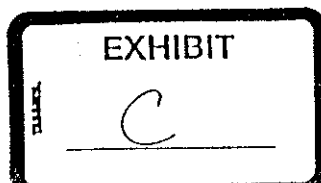
Begin at the Northwest corner of Lot 1, Villages of St. Marks, a subdivision as per map or plat thereof recorded in Plat Book 3, Pages 70 to 74, of the Public Records of Wakulla County, Florida, and thence run North 17 degrees 13 minutes 54 seconds West along the Easterly right-of-way boundary of State Road No. 363, a distance of 820.74 feet, thence run North 61 degrees 25 minutes 11 seconds East 106.14 feet, thence run North 29 degrees 48 minutes 33 seconds East 52.61 feet, thence run North 80 degrees 32 minutes 58 seconds East 56.60 feet, thence run South 08 degrees 29 minutes 44 seconds East 194.08 feet, thence run North 36 degrees 30 minutes 56 seconds East 57.86 feet, thence run North 00 degrees 24 minutes 37 seconds West 145.45 feet, thence run North 66 degrees 35 minutes 51 seconds East 106.77 feet, thence run North 09 degrees 17 minutes 44 seconds West 65.17 feet, thence run North 72 degrees 41 minutes 54 seconds East 59.90 feet, thence run North 17 degrees 18 minutes 06 seconds West 52.90 feet, thence run South 52 degrees 48 minutes 23 seconds East 245.14 feet to a point on the Westerly right-of-way boundary of Old Palmetto Path, said point lying on a curve concave to the Southeasterly, thence run along said right-of-way boundary as follows: Southwesterly along said curve with a radius of 130.00 feet thru a central angle of 28 degrees 29 minutes 49 seconds for an arc distance of 64.66 feet, the chord of said arc being South 21 degrees 12 minutes 24 seconds West 63.99 feet, thence South 83 degrees 02 minutes 30 seconds East 17.50 feet, thence South 06 degrees 57 minutes 30 seconds West 47.08 feet, thence leaving said right-of-way boundary run South 83 degrees 02 minutes 30 seconds East 42.50 feet, thence run South 62 degrees 42 minutes 20 seconds East 161.70 feet, thence run South 16 degrees 17 minutes 12 seconds East 126.16 feet, thence run South 33 degrees 15 minutes 19 seconds West 220.37 feet, thence run South 66 degrees 34 minutes 02 seconds East 141.25 feet, thence run South 68 degrees 37 minutes 28 seconds West 350.15 feet, thence run South 16 degrees 06 minutes 43 seconds East along the Easterly right-of-way boundary of Burnt Pine Loop 48.45 feet, thence run South 70 degrees 20 minutes 39 seconds West 274.20 feet to the POINT OF BEGINNING containing 9.83 acres, more or less.

Subject to easements of record.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
DONNIE R. SPARKMAN  
Surveyor & Mapper  
Florida Certificate No. 5147  
(LB 6475)

FL# 160857 B 352 P 531  
REC NO. 01912516264



96-620PSC:13934

#23/13934.9

VILLAGES OF ST. MARKS

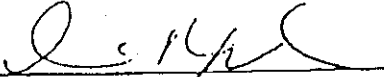
June 30, 1997

CONSERVATION EASEMENT (12.73 ACRES)

Page 2

seconds West 77.81 feet, thence run North 57 degrees 17 minutes 11 seconds West 40.79 feet, thence run South 59 degrees 33 minutes 19 seconds West 135.74 feet, thence run North 12 degrees 18 minutes 37 seconds East 187.42 feet, thence run South 65 degrees 47 minutes 57 seconds West 214.85 feet, thence run South 25 degrees 44 minutes 17 seconds East 97.77 feet, thence run South 41 degrees 13 minutes 17 seconds West 165.85 feet, thence run North 16 degrees 06 minutes 43 seconds West 135.21 feet, thence run North 76 degrees 30 minutes 00 seconds East 29.94 feet, thence run North 13 degrees 26 minutes 00 seconds East 206.14 feet, thence run North 76 degrees 34 minutes 00 seconds West 20.00 feet, thence run South 13 degrees 26 minutes 00 seconds West 193.88 feet, thence run South 76 degrees 30 minutes 00 seconds West 18.58 feet, thence run North 16 degrees 06 minutes 43 seconds West 62.92 feet, thence run North 23 degrees 01 minutes 03 seconds East 193.37 feet, thence run South 76 degrees 57 minutes 12 seconds East 147.01 feet, thence run North 51 degrees 33 minutes 17 seconds East 162.64 feet, thence run North 21 degrees 23 minutes 42 seconds East 181.97 feet, thence run North 62 degrees 43 minutes 46 seconds East 275.20 feet, thence run South 35 degrees 20 minutes 42 seconds East 145.56 feet, thence run South 76 degrees 50 minutes 36 seconds East 157.65 feet, thence run South 58 degrees 27 minutes 47 seconds East 318.06 feet, thence run North 22 degrees 16 minutes 27 seconds East 247.94 feet to the POINT OF BEGINNING containing 12.63 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
DONNIE R. SPARKMAN  
Surveyor & Mapper  
Florida Certificate No. 5147  
(LB 6475)

96-620

#17/620.12

FL# 160857 B 352 P 533  
REC NO. 01912516264

Edwin G. Brown  
& Associates, Inc.

SURVEYORS • MAPPERS • ENGINEERS

June 30, 1997

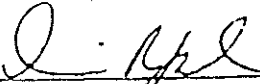
VILLAGES OF ST. MARKS

CONSERVATION EASEMENT (0.82 OF AN ACRE)

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Commence at a St. Joe Paper Company monument marking the Northwest corner of Section 35, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 01 degrees 06 minutes 00 seconds East 3016.36 feet, thence run North 72 degrees 41 minutes 54 seconds East 380.94 feet, thence run South 17 degrees 18 minutes 06 seconds East 200.00 feet, thence run South 72 degrees 41 minutes 54 seconds West 59.58 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 09 degrees 17 minutes 44 seconds East 65.17 feet, thence run South 66 degrees 35 minutes 51 seconds West 106.77 feet, thence run South 00 degrees 24 minutes 37 seconds East 145.45 feet, thence run South 36 degrees 30 minutes 56 seconds West 57.86 feet, thence run North 08 degrees 29 minutes 44 seconds West 194.08 feet, thence run South 80 degrees 32 minutes 58 seconds West 59.60 feet, thence run South 29 degrees 46 minutes 33 seconds West 52.61 feet, thence run South 61 degrees 25 minutes 11 seconds West 106.14 feet to the Easterly right-of-way boundary of State Road No. 363 (St. Marks Highway), thence run North 17 degrees 13 minutes 54 seconds West along said right-of-way boundary 105.88 feet, thence run North 72 degrees 41 minutes 54 seconds East 376.02 feet to the POINT OF BEGINNING containing 0.82 of an acre, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
DONNIE R. SPARKMAN  
Surveyor & Mapper  
Florida Certificate No. 5147  
(LB 6475)

FL# 160857 B 352 P 539  
REC NO. 01912516264

96-620

#17/620.82