

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1687655 18 PGS  
2000 JUN 16 03:19 PM BK 2296 PG 1957  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK3 Receipt#018929

Prepared by, and after  
recording return to:  
Susan G. Goffman, Esquire  
Post Office Box 14425  
Gainesville, Florida 32602  
Record: 82.50 Abby Fromang Milon  
Doc: \_\_\_\_\_ 2790 NW 43rd Street  
Intang: \_\_\_\_\_ Suite 200  
Other: \_\_\_\_\_ Gainesville, Florida  
Total: 82.50 \$2808



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR COPELAND INDUSTRIAL PARK

This Declaration made on this 15th day of June, 2000, by  
the UNIVERSITY OF FLORIDA FOUNDATION, INC., a Florida not for profit (Declarant).

Background. The University of Florida Foundation, Inc. owns the real property described in Exhibit A hereto (Property). Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are primarily for the purpose of providing for construction, maintenance, and operation of a development sign and common stormwater management system, if any, mowing along the roadway and any drainage and retention areas, and imposing certain building restrictions on the Property, all of which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

"Association" means COPELAND INDUSTRIAL PARK OWNERS ASSOCIATION, INC., a non-profit corporation to be organized under the laws of the State of Florida.

"Declarant" means the UNIVERSITY OF FLORIDA FOUNDATION, INC., and its successors and assigns.

"Development sign" means a sign as defined and described in Article III, Section 6, below, to be located in a development sign easement or in the roadway median.

"Development sign easement" means an easement from Declarant to the Association for the construction, maintenance, and operation of a development sign in a location on the Property to be agreed upon.

"Lot" means any portion of the Property as conveyed by Declarant to another Owner.

"Owner" means the record title holder of any portion of the Property, including Declarant, so long as they own any portion of the Property.

"Property" means the real property that is the subject of this Declaration.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

Section 1. ESTABLISHMENT OF COMMON IMPROVEMENTS.

Declarant has or will grant any easements to the Association necessary for stormwater management or a development sign. Notwithstanding anything to the contrary contained herein, the cost of a development sign shall be assessed and collected pro rata from each Declarant and Owner based on the acreage of Property owned. Notwithstanding anything to the contrary contained herein, assessments for construction or maintenance of stormwater management shall be made only against those portions of the Property actually discharging into the system. Any portion of the Property not discharging into the stormwater management system shall not be subject to such assessments. The Association will perform the required periodic maintenance and repairs.

Section 2. INSURANCE.

The Association may acquire such insurance coverage as the Association determines desirable, and shall maintain such insurance as may be required from time to time by applicable law.

Section 3. ASSESSMENTS FOR OPERATION, MAINTENANCE, AND RESERVES.

The Association will determine a budget for operation of the Association and shall have the power to assess to obtain necessary funds to implement such budget, in accordance with the provisions of Article IV of this Declaration.

Section 4. PAYMENT OF ASSESSMENTS.

Annual assessments shall be paid in advance on the first day of February of each year.

Section 5. MOWING.

The Association may, from time to time, perform mowing along the roadway and any retention areas and drainage easements in order to maintain the appearance of the Property.

ARTICLE III

ASSOCIATION, FUNCTION, MEMBERSHIP, VOTING

Section 1. NOT FOR PROFIT CORPORATION.

COPELAND INDUSTRIAL PARK OWNERS ASSOCIATION, INC., will be a Florida corporation not for profit organized for the purpose of constructing, maintaining, and operating a development sign and common stormwater management system, if any, and performing additional maintenance on the Property, including but not limited to mowing, irrigation installation and maintenance of street lights, and landscaping. The Association will hold title to any stormwater or development sign easements. The Association will establish a budget, make and collect assessments, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant.

Section 2. MEMBERSHIP.

Declarant, for the period of time that Declarant owns any of the Property, shall be a member of the Association. Every other person or entity who owns a present vested possessory interest in the fee simple title to a Lot shall be a member of the Association upon recording of a deed of conveyance to such Lot in the public records of Alachua County, Florida. The membership of any Owner shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

Section 3. VOTING RIGHTS.

The voting rights in the Association shall be vested in the members on the basis of one vote for each whole 1000 square feet contained within the Lot owned by a member. Should more than one Owner own a Lot, the vote for such Lot may be cast in any manner such Owners see fit, and a majority of the Owners of the Lot must designate in writing the person authorized to cast the vote for such Lot.

Section 4. MANAGEMENT OF THE ASSOCIATION.

Management shall be vested in a Board of Directors consisting of no fewer than three nor more than twelve members; the exact number will be determined by a majority vote of the members of the Association. The Board of Directors will manage all of the affairs, policies, regulations, and property of the Association, and will have the power to promulgate and enforce reasonable, uniform rules and regulations for the general control, management, and operation of the Association for the purposes set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

Section 5. RESTRICTIONS DURING PERIOD OF MANAGEMENT BY DECLARANT

So long as a total of two-thirds, or more of the voting rights are held by Declarant, Declarant may not adopt a budget in excess of \$ 5,000 per year, and Declarant may not make total assessments in excess of \$ 5,000 per year. Should funds collected by Declarant create a surplus, such surplus will be held for the use and benefit of the Lot Owners.

Section 6. DEVELOPMENT SIGN.

The Association may elect to erect and landscape a development sign on development sign easements in accordance with this Declaration, which will be paid for by special assessment. The sign will be limited to the name and address of the overall development on the Property.

ARTICLE IV

ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Declarant hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it is expressed in such deed, is deemed to covenant and agree, to pay to the Association regular assessments or charges, and special assessments for extraordinary repairs. Such assessments will be established and collected as provided below. The regular and special assessments, together with interest, costs, and reasonable attorneys' fees, will be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, will also be the personal, joint, and several obligation of the Owners of the assessed Lot at the time the assessment fell due. The Association may give record notice of any assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the public records of Alachua County, Florida, which lien must state the description of the Lot, the name of the record Owner thereof, the amount due, and the date when due. The lien will continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making the payment will be entitled to receive a recordable satisfaction of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association will be used exclusively for payment of operating expenses of the Association, including but not limited to legal and accounting fees, mowing of the

roadway, construction, operation, maintenance, landscaping, and repair of the development sign and common stormwater management system, if any, and any associated easements, performance of the duties of the Association as set forth in this Declaration, and for such other things necessary or desirable for the Owners, all subject to the limitations of Section 5, Article III, of this Declaration.

Section 3. AMOUNT OF ASSESSMENTS.

Subject to the provisions of Article III, Section 5, the Association will determine the amount and manner of regular annual assessments by majority vote of the Board of Directors in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show adequate estimates for insurance coverage, if any, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserves, and any other items which the Board deems proper. Failure of the Board to include any item in the regular budget will not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Notwithstanding anything to the contrary contained in this Declaration, the Board may increase the amount of the levy during a fiscal year after the budget has been adopted and the assessment made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment, but subject to the limitation imposed in Article III, Section 5. Such assessment will include the amount estimated by the Board to be sufficient to fulfill the Association's obligation for current maintenance and repair of improvements plus a reasonable reserve for replacement of improvements unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and will include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

Section 4. SPECIAL ASSESSMENTS.

Subject to the provisions of Article III, Section 5, in addition to the regular assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for defraying, in whole or in part, the reasonable cost of any construction, reconstruction, or unexpected repair or replacement of improvements. No such special assessment may be levied when the amount exceeds one-half of the current regular assessment except upon a two-thirds vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 5. RATE OF ASSESSMENT.

All annual and special assessments will be levied by the Association in an equal amount for each whole 1000 square feet in each Lot subject to assessment.

Section 6. DELINQUENT ASSESSMENTS.

If any assessment or monthly increment thereof is not paid on or before ten days after the date when due, then such amount due shall become delinquent and become a continuing lien on the Lot, together with interest thereon at a rate established by the Association not to exceed the highest rate allowed by law, and costs of collection thereof, including reasonable attorneys' fees. The personal obligation of the then Owner to pay such assessment will remain such Owner's personal obligation, notwithstanding that title to the Lot may be transferred subject to the lien. If a monthly increment of an assessment is not paid within thirty days after the date when due, the Association has the right at any time thereafter to declare the entire balance of such assessment (including monthly increments on the assessment which have not yet become payable) immediately due and payable, and the entire assessment will bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot in the manner and method provided in this Declaration. The Board of Directors has the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if the Board determines such to be in the best interests of the Association.

Section 7. CERTIFICATE OF PAYMENT.

The Association will, upon demand at any time, furnish to an Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth the status of all assessments applicable to that Owner's Lot. Such certificate will be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty days after delivery of written demand from the Owner or Owner's agent delivered to the registered agent for service of process on the Association, then all assessments, liens, and charges which have previously become payable will be presumed conclusively to have been paid. Delivery upon the registered agent will be presumed to have been completed two business days after mailing of such notice by certified mail to the registered agent of the Association as shown on the records of the Secretary of State of the State of Florida.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for will be junior and subordinate to the lien of any institutional mortgage ("institutional mortgage" means a mortgage held by a bank, life insurance company, savings and loan association, mortgage company, real estate investment trust, or other similar lending institution or mortgage broker originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the Property subject to assessment. Sale or transfer of any Lot will not affect the assessment lien, except that upon the sale or transfer of title to a Lot pursuant to the foreclosure of any institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such institutional mortgage, the person who acquires title to the Lot will not be liable for the share of assessments which become due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment will be deemed to be a common expense

of the Association, collectible from all other Owners, including the person who acquires title to the Lot. Such acquirer of title to the Lot, including the holder of the institutional mortgage, will be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

ARTICLE V

ASSOCIATION FEES

The Association may charge a reasonable fee to an Owner to cover administrative costs when furnishing written statements of status of assessments upon transfer of ownership of a Lot or upon providing similar administrative services exclusively for the benefit of an Owner of an individual Lot.

ARTICLE VI

CONTRACTS FOR MAINTENANCE

The Association may enter into a contract with any firm, person, or corporation for maintenance and repair in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of the obligation to see that such repair and maintenance are accomplished. Declarant and Owners shall not be personally liable under any such contract.

ARTICLE VII

AMENDMENTS AND MODIFICATIONS

This Declaration may be amended at any time by an instrument in writing signed by the Owners of two-thirds or more of the Property, except that Section 5, Article III may be amended only by the Owners of eighty percent or more of the Property.

ARTICLE VIII

DURATION

The covenants, restrictions, and provisions of this Declaration shall run with and bind the Property, and shall bind the Property and inure to the benefit of the Declarant, the Owners, and their respective legal representatives, unless sooner terminated in accordance with the terms hereof, until January 1, 2015, at which time the Declaration will be automatically extended for successive periods of ten years each unless agreed to otherwise by a two-thirds vote of the Owners.

ARTICLE IX

ARCHITECTURAL AND USE CONTROL COMMITTEE

The Architectural and Use Control Committee (Committee) shall be set up in accordance with the Declaration of Building Standards imposed on the Property by separate instrument.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, or any exterior addition to or change or alteration of any of the same be made until plans and specifications showing the height, site lay-out, location, materials, size, and intended use are submitted to and approved in writing by the Committee. If the Committee fails to approve or disapprove a design, location, or use within thirty days after all required materials are submitted, then approval will not be required and the requirements of this Article shall be deemed to have been fully met.

ARTICLE X

BUILDING STANDARDS

In order to assure development of the Property in an attractive manner, the following restrictions are hereby imposed. The Property is also subject to the Declaration of Building Standards imposed by separate instrument.

1. On Lots adjacent to CR-2054 or S.E. 12<sup>th</sup> St. for any building directly facing either road, no overhead doors or unenclosed areas, such as covered building areas or carports, shall face the road. This restriction does not apply to any building on a Lot adjacent to either road that is screened from view from the road by another building. No overhead doors shall face Copeland Boulevard, except overhead doors for loading docks.

2. Signs on individual Lots may not exceed five feet in height, eight feet in width, and twenty-four square feet on each side. Individual Lot signs shall be a post and panel sign system, consisting of aluminum post and panels with extruded aluminum frame with interlocking track design allowing copy panels to be removable. Graphics must be surface screen printing or pressure sensitive vinyl, and may include logos. Suitable manufacturers are Nelson-Harkins, ANDCO, ASI Sign Systems, Best Signs, and Charleston Industries, Inc. Individual Lot signs may be located only between the right-of-way for Copeland Boulevard (or CR 2054 or S.E. 12<sup>th</sup> St. for Lots facing either road) and the front building setback line, and must be at least twenty feet from all side Lot lines.

3. Temporary signs will be allowed during construction period only and must be removed upon completion of construction of the building, as evidenced by issuance of a Certificate of Occupancy.



5. Signs on all building walls (front, sides, and rear) shall not exceed a total of 200 square feet, and shall not extend above the building. Signs must be made of plastic, aluminum, or any other material that forms signs and can be applied to the wall surface, except that signs may not be painted on either walls or paneling board.

6. Construction on a Lot must be completed within one year after the date of commencement of construction, or within a reasonable time thereafter so long as construction is continuous and completion is diligently pursued. Lots must be kept reasonably free from construction debris.

7. All Lots and improvements thereon, including landscaping and signs, must be kept in a good state of repair and maintenance, and no waste or damage to the Property may go unrepaired. Vacant Lots must be kept free from trash and mowed on a regular basis.

8. Fencing shall be either galvanized chain link or masonry. No aluminum or PVC slats in chain link fence will be allowed. All fences shall be at least 6 feet high, to a maximum of 8 feet. Fencing may be placed at the Lot line on the rear and sides, but may not go beyond building line setbacks in the front or any side facing a road.

9. Dumpsters and outside storage must be behind front setback lines and screened from the road and from other Lots by adequate solid landscaping or solid fencing. All garbage must be kept in dumpsters and removed at least once a week. Any mechanical equipment on the roof of a building must be adequately screened from sight by parapet walls.

10. All paving within a Lot shall be asphalt or concrete.

11. Metal buildings must have the front covered in masonry consisting of brick, split faced or decorative block, or stucco.

12. Provided USPS permits, mailboxes must be individual boxes attached to the building, or multiple address boxes installed by USPS. Letters indicating street address and lot number shall be on either entry sign or building. Letters or numbers may not exceed 8 inches in height, and may not be painted on.

13. No used items shall be displayed for sale in front or on street sides outside of building. New items may be displayed outside only on concrete pads or other paved areas. All repair and installation work shall be performed inside or in outside storage areas that are screened in accordance with Article X, Section 9.

14. All hazardous materials must be handled, stored, and disposed of in accordance with all applicable laws. No portion of the Property may be used for the sale of motor fuels.

Section 2. ENFORCEMENT.

Enforcement of these restrictions may be by proceedings at law or in equity against any person violating or attempting to violate any restriction, either to restrain or prevent the violation or to recover damages, together with costs incurred in enforcing the restrictions, including reasonable attorneys' fees, whether incurred at trial, on appeal, or otherwise. Any Owner shall have the right to bring any such action.

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

UNIVERSITY OF FLORIDA FOUNDATION, INC.

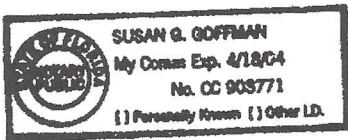
By: Leslie D. Bram  
Name: Leslie D. Bram  
As its: Associate Vice President for Administration

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 15th day of June, 2000, by Leslie D. Bram, as Associate Vice President for Administration of UNIVERSITY OF FLORIDA FOUNDATION, INC., a Florida corporation not for profit, who is personally known to me.

Susan G. Goffman  
Notary Public, State of Florida at Large  
(Print name) \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)



# ALACHUA COUNTY LAND SURVEYORS, INC.



Professional Surveying and Mapping - LB#2903  
2512 N.E. 1st Blvd. • Suite 200 • Gainesville, FL 32609  
Phone (352) 376-1180 • Fax (352) 375-0600

Stacy A. Hall, P.S.M.

PARENT PARCEL

### PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PIECE, PARCEL OR TRACTS OF LAND, SITUATED, LYING AND BEING IN THE COUNTY OF ALACHUA, STATE OF FLORIDA, CONTAINING .8 ACRES, MORE OR LESS, AND LYING SOUTH OF STATE HIGHWAY NO. 2 IN THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 17.95 CHAINS (1185 FEET); THENCE DUE NORTH 3.80 CHAINS (250 FEET); THENCE DUE EAST 2.50 CHAINS (165 FEET); THENCE IN A SOUTHEASTERLY DIRECTION 3.80 CHAINS (250 FEET); THENCE IN A NORTHERLY DIRECTION 2.50 CHAINS (165 FEET) TO A POINT ON THE SOUTH EDGE OF THE RIGHT OF WAY OF THE STATE HIGHWAY NO. 2; THENCE EASTERLY 11.66 CHAINS (770 FEET) ALONG THE SOUTH EDGE OF SAID RIGHT OF WAY OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY ALONG SAID EAST LINE 4 CHAINS (264 FEET) TO THE POINT OF BEGINNING.

### PARCEL B:

COMMENCE 17.95 CHAINS WEST OF THE SOUTH EAST CORNER (SE CR) OF THE SOUTHWEST QUARTER (SW 1/4), AT A POINT OF BEGINNING: RUN WEST (W) 5.55 CHAINS, THENCE NORTH (N), 6.41 CHAINS TO HIGHWAY, THENCE EASTERLY ALONG HIGHWAY 11.85 CHAINS, THENCE SOUTHWESTERLY 2.50 CHAINS, THENCE NORTHWESTERLY PARALLEL TO HIGHWAY, 3.80 CHAINS, THENCE WEST (W) 2.50 CHAINS, THENCE SOUTH, 3.80 CHAINS TO POINT OF BEGINNING, BEING IN SECTION FOURTEEN (14) TOWNSHIP EIGHT (8) SOUTH, RANGE EIGHTEEN (18) EAST; SUBJECT TO THE RIGHTS AND INTERESTS, IF ANY, OF THE OWNERS OF THE SW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST.

### PARCEL C:

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA. ALSO THE NORTHWEST (NW 1/4) QUARTER OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA; SUBJECT TO AN EASEMENT TO THE CITY OF ALACHUA OVER THE EASTERLY 40 FEET AS SET FORTH IN "EASEMENT" AND "ADDENDUM" EACH DATED FEBRUARY 24, 1975.

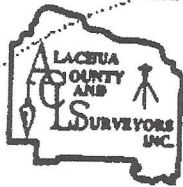
ALSO

LAND DESCRIBED IN O.R. BOOK 1614, PAGE 2167

A PORTION OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OFFICIAL RECORDS INSTRUMENT # 0001687655 18 PGS

ALACHUA COUNTY LAND SURVEYORS, INC.

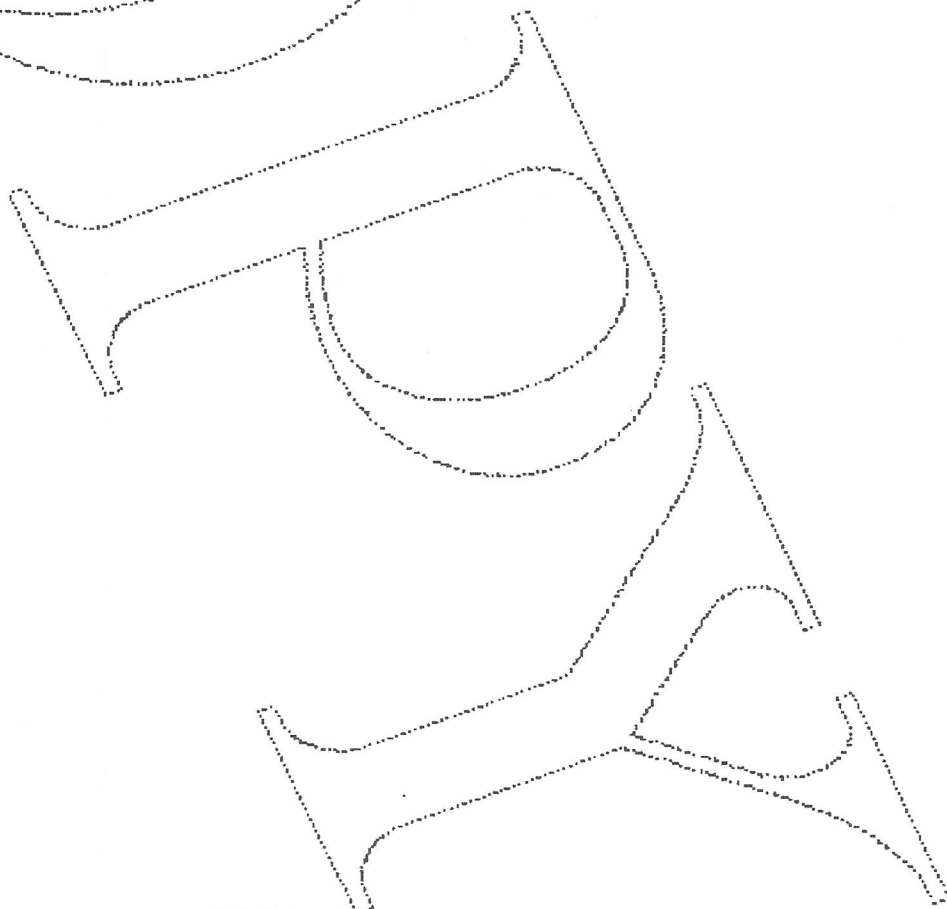


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Stacy A. Hall, P.S.M.  
PARENT PARCEL  
PAGE 2 OF 2

BEGINNING AT THE S.W. CORNER OF THE S.E. 1/4 OF SAID SECTION AND RUN THENCE N.01°25'00"W. 274.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S-340A, (66RW) THENCE S.83°15'20"E. ALONG SAID RIGHT OF WAY LINE, 511.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1943.08 FEET THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'14", AN ARC DISTANCE OF 719.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF N.86°08'03"E., 715.55 FEET, TO THE EAST BOUNDARY OF THE S.W. 1/4 OF S.E. 1/4 OF SAID SECTION, THENCE S.01°36'12" E., ALONG SAID EAST BOUNDARY, 235.63 FEET TO THE S.E. CORNER OF SAID S.W. 1/4 OF S.E. 1/4, THENCE S.89°20'23" W., ALONG THE SOUTH BOUNDARY OF SAID S.W. 1/4 OF S.E. 1/4, 1320.70 FEET TO THE POINT OF BEGINNING. CONTAINING 6.44 ACRES MORE OR LESS

LESS AND EXCEPT the following - described Tracts 1 through 6.



**ALACHUA COUNTY LAND SURVEYORS, INC.**



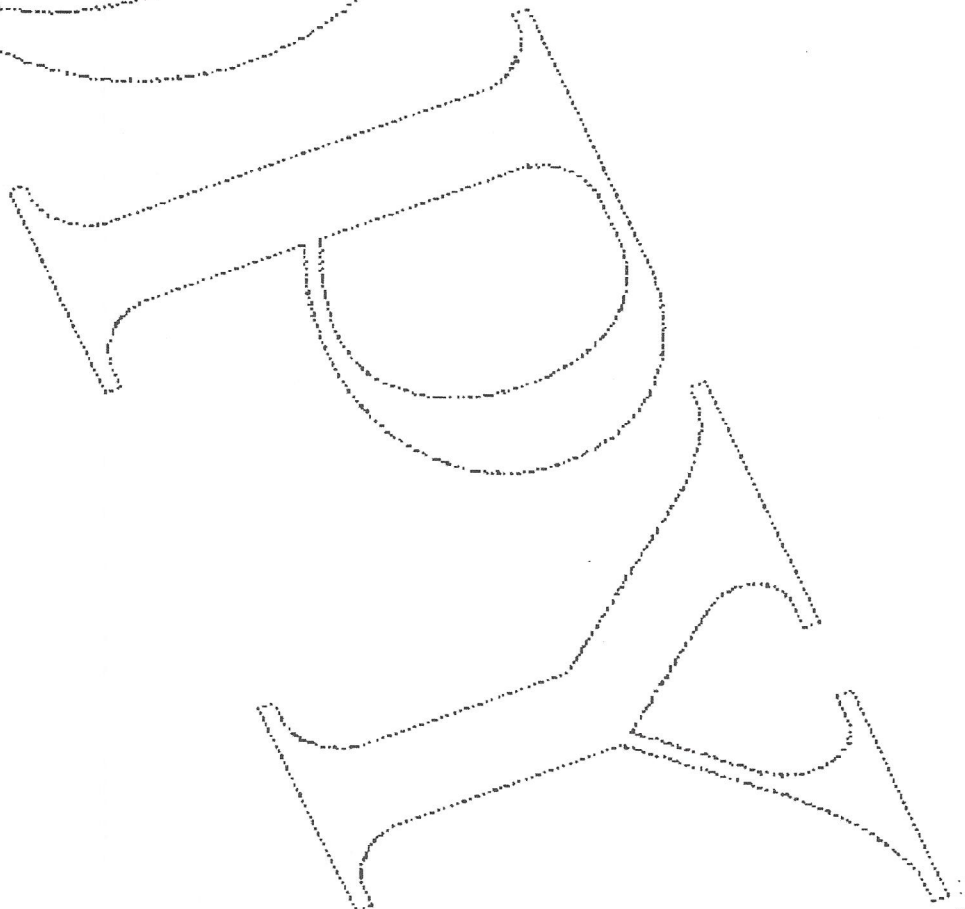
*Professional Surveying and Mapping - LB#2903*  
2512 N.E. 1st Blvd. \* Suite 200 \* Gainesville, FL 32609  
Phone (352) 376-1180 \* Fax (352) 375-0600

Stacy A. Hall, P.S.M.

EXCEPTION TRACT NO. 1

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23,  
TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHEAST  
1/4 AND RUN THENCE SOUTH 89°09'48" WEST, ALONG THE SOUTH BOUNDARY  
OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4 40.00 FEET, THENCE NORTH  
01°35'03" WEST, PARALLEL TO THE EAST BOUNDARY OF SAID NORTHWEST 1/4  
OF NORTHEAST 1/4 1332.93 FEET TO THE NORTH BOUNDARY OF SAID  
NORTHWEST 1/4 OF NORTHEAST 1/4 AND THE POINT OF BEGINNING; THENCE  
SOUTH 89°21'32" WEST, ALONG SAID NORTH BOUNDARY 392.49 FEET, THENCE  
SOUTH 01°35'03" EAST, PARALLEL TO SAID EAST BOUNDARY, 222.67 FEET,  
THENCE NORTH 89°09'48" EAST, PARALLEL TO THE SOUTH BOUNDARY OF SAID  
NORTHWEST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 392.47 FEET, THENCE  
NORTH 01°35'03" WEST, PARALLEL TO SAID EAST BOUNDARY 221.33 FEET TO  
THE POINT OF BEGINNING.



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2512 N.E. 1st Blvd. \* Suite 200 \* Gainesville, FL 32609  
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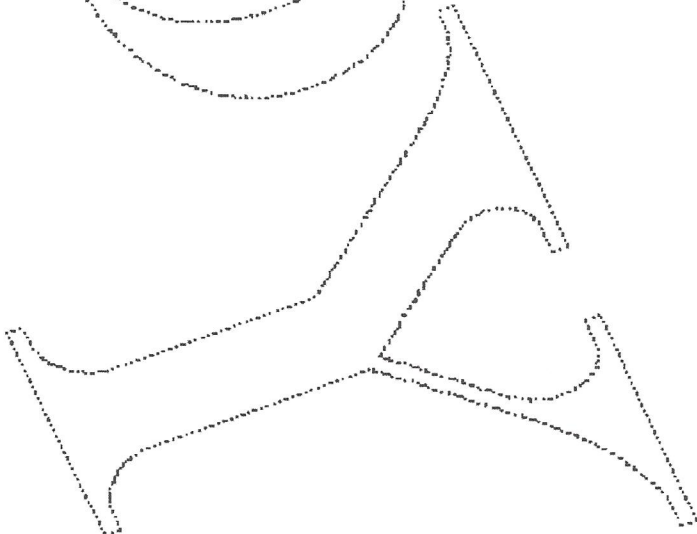
Stacy A. Hall, P.S.M.

EXCEPTION, TRACT NO. 2

A PORTION OF SECTION 14 AND A PORTION OF SECTION 23, ALL LYING AND BEING IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SE 1/4 OF SW 1/4 OF SAID SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AND RUN THENCE SOUTH 88°50'36" WEST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 14, A DISTANCE OF 28.11 FEET; THENCE NORTH 01°26'31" WEST, 448.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 340-A (66' R/W); THENCE NORTH 89°35'31" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 228.16 FEET TO THE BEGINNING OF CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1723.55 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 07°10'00", AN ARC DISTANCE OF 215.58 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°14'29" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1006.58 FEET; THENCE SOUTH 07°12'00" WEST, 64.04 FEET; THENCE NORTH 82°49'43" WEST, 90.04 FEET; THENCE SOUTH 08°50'35" WEST, 72.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 82°15'45" WEST, 62.00 FEET; THENCE NORTH 08°50'35" EAST, 15.00 FEET; THENCE NORTH 82°15'45" WEST, 64.27 FEET, TO A POINT IN A FENCE LINE; THENCE SOUTH 09°48'32" WEST, ALONG SAID FENCE LINE, 345.61 FEET; THENCE SOUTH 80°11'28" EAST, 261.19 FEET TO THE WEST SIDE OF A POWER POLE LINE; THENCE NORTH 08°23'39" EAST, ALONG THE WEST SIDE OF SAID POWER POLE LINE, 339.85 FEET THENCE NORTH 82°15'45" WEST, 126.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.00 ACRES, MORE OR LESS



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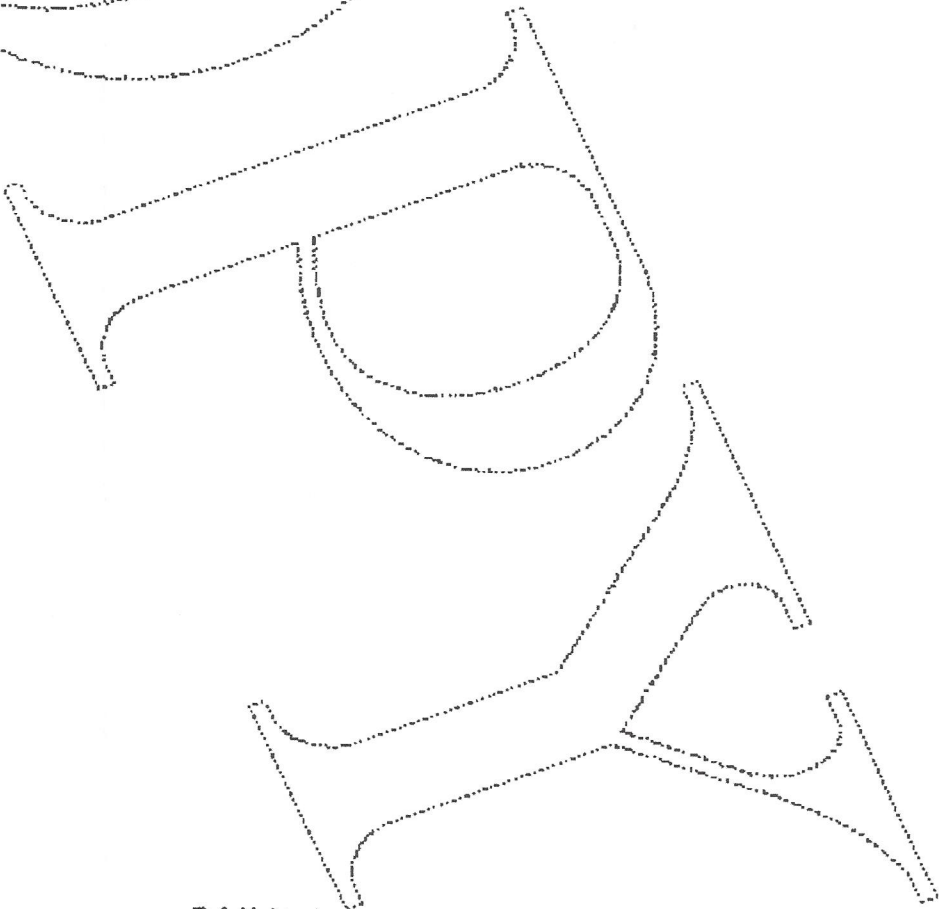
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EXCEPTION TRACT NO. 3

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23,  
TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHEAST  
1/4 AND RUN THENCE SOUTH 89°09'48" WEST, ALONG THE SOUTH LINE OF  
SAID NORTHWEST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 390.00 FEET TO  
THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°09'48" WEST, ALONG  
SAID SOUTH LINE, 475.00 FEET; THENCE NORTH 01°35'03" WEST, PARALLEL  
TO THE EAST LINE OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4, A DISTANCE  
OF 366.85 FEET; THENCE NORTH 89°09'48" EAST, PARALLEL TO SAID SOUTH  
LINE, 475.00 FEET; THENCE SOUTH 01°35'03" EAST, PARALLEL TO SAID  
EAST LINE, 366.85 FEET TO THE POINT OF BEGINNING.



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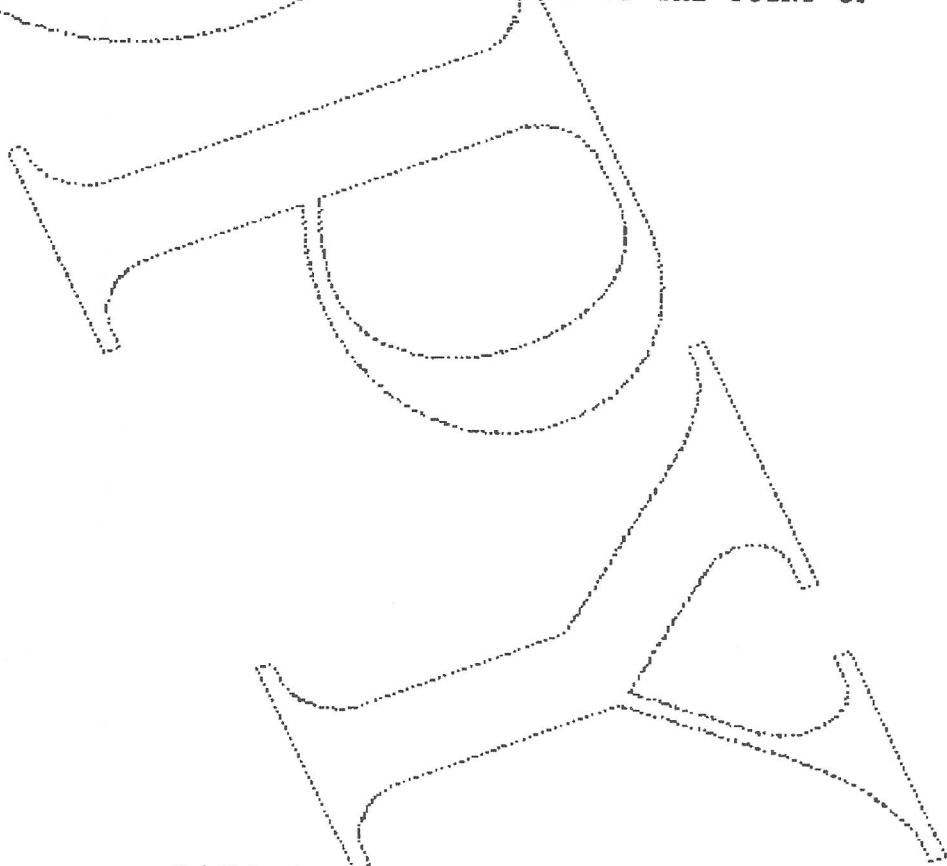
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Stacy A. Hall, P.S.M.

## EXCEPTION TRACT NO. 4

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4 AND RUN THENCE SOUTH 89°09'48" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF AN EXISTING 40 FOOT EASEMENT FOR INGRESS AND EGRESS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°09'48" WEST ALONG SAID SOUTH LINE 350.00 FEET; THENCE NORTH 01°35'03" WEST, PARALLEL TO THE EAST LINE OF SAID NORTHWEST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 366.85 FEET; THENCE SOUTH 89°09'48" WEST, PARALLEL TO SAID SOUTH LINE, 475.00 FEET; THENCE NORTH 01°35'03" WEST, PARALLEL TO SAID EAST LINE, 183.15 FEET; THENCE NORTH 89°09'48" EAST, PARALLEL TO SAID SOUTH LINE, 825.00 FEET TO A POINT ON SAID WEST LINE OF SAID EXISTING 40 FOOT EASEMENT, THENCE SOUTH 01°35'03" EAST, PARALLEL TO SAID EAST LINE, AND ALONG SAID WEST LINE OF SAID 40 FOOT EASEMENT, 550.00 FEET TO THE POINT OF BEGINNING.





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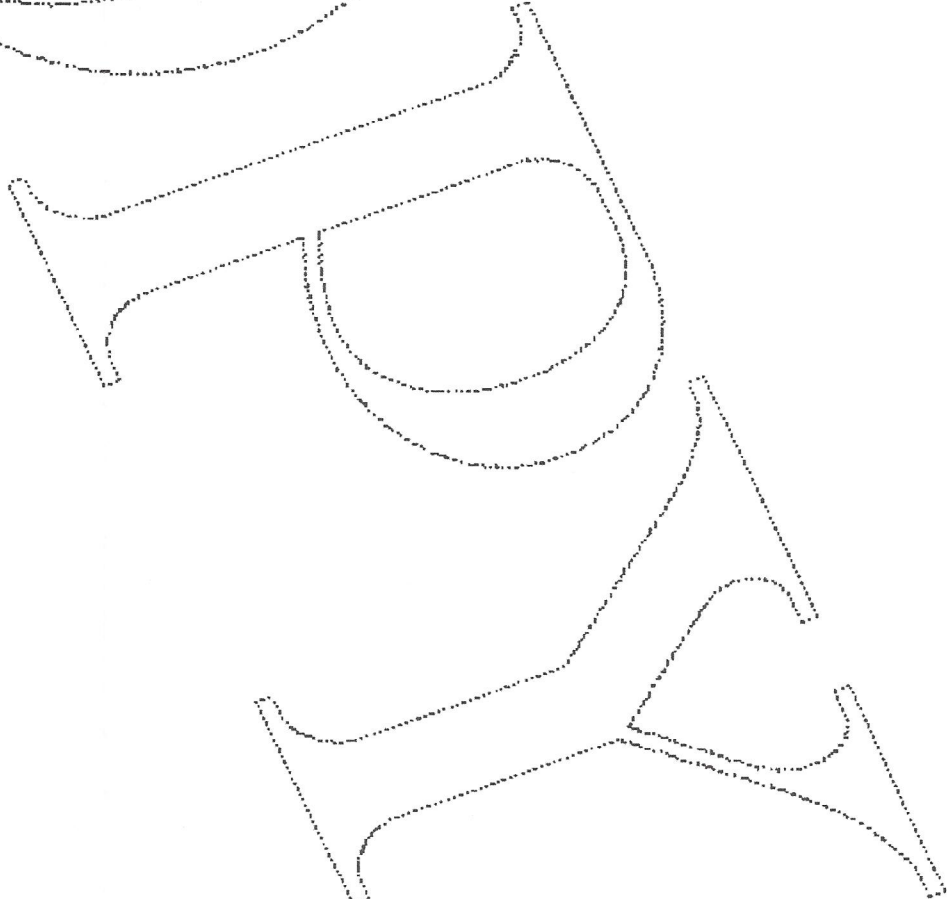
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EXCEPTION TRACT NO. 5

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23,  
TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY,  
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHEAST  
1/4 AND RUN SOUTH 89°09'48" WEST, ALONG THE SOUTH LINE OF SAID  
NORTHWEST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 40.00 FEET TO A POINT  
ON THE WEST LINE OF AN EXISTING 40 FOOT EASEMENT TO THE CITY OF  
ALACHUA, AS RECORDED IN OFFICIAL RECORDS BOOK 1614, PAGE 2181,  
PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN N.01°35'03"  
W, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF  
BEGINNING; THENCE CONTINUE N.01°35'03"W, ALONG SAID WEST LINE, A  
DISTANCE OF 160.00 FEET; THENCE RUN S 89°09'48" W, PARALLEL WITH  
SAID SOUTH LINE, A DISTANCE OF 315.00 FEET; THENCE RUN S  
19°03'46"W, A DISTANCE OF 170.15 FEET; THENCE RUN N 89°09'48"E,  
PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 375.00 FEET TO THE  
POINT OF BEGINNING.



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## EXCEPTION TRACT NO. 6

### LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.88°50'36"W., ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 28.11 FEET; THENCE RUN N.01°26'31"W., A DISTANCE OF 448.45 FEET TO AN IRON PIPE ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 340-A (66 FOOT RIGHT OF WAY); THENCE RUN N.89°37'00"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 228.17 FEET TO A STEEL ROD AND CAP AT THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 1723.55 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH SAID CURVE, THROUGH AN ARC ANGLE OF 07°09'49", AN ARC DISTANCE OF 215.49 FEET (CHORD BEARING AND DISTANCE OF S.86°47'30"E., 215.35 FEET RESPECTIVELY) TO A STEEL ROD AND CAP AT THE END OF SAID CURVE; THENCE RUN S.83°11'05"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 527.16 FEET TO A STEEL ROD AND CAP AT THE TRUE POINT OF BEGINNING; THENCE CONTINUE S.83°11'05"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 410.70 FEET TO A STEEL ROD AND CAP; THENCE RUN S.06°23'52"W., A DISTANCE OF 136.86 FEET TO A STEEL ROD AND CAP ON THE NORTH BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1986, PAGE 2681 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "A"; THENCE RUN ALONG SAID NORTH BOUNDARY LINE OF SAID PARCEL "A" WITH THE FOLLOWING THREE COURSES, N.82°13'44"W., A DISTANCE OF 87.38 FEET TO A STEEL ROD AND CAP; THENCE RUN N.09°11'16"E., A DISTANCE OF 14.99 FEET TO A STEEL ROD AND CAP; THENCE RUN N.82°15'45"W., A DISTANCE OF 64.27 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE CONTINUE N.82°15'45"W., ALONG A WESTERLY PROJECTION OF SAID NORTH LINE OF PARCEL "A", A DISTANCE OF 187.37 FEET; THENCE RUN N.07°55'12"E., A DISTANCE OF 14.29 FEET TO A STEEL ROD AND CAP; THENCE RUN N.83°07'08"W., A DISTANCE OF 62.70 FEET TO A NAIL AND CAP; THENCE RUN N.00°42'22"E., A DISTANCE OF 102.61 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.113 ACRES MORE OR LESS.