

STATE OF FLORIDA
COUNTY OF LEON

DP 1368 PC 1930

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PAUL F. HERTSFELD
CLERK OF CIRCUIT COURT

PASADENA HILLS DECLARATION
OF COVENANTS AND RESTRICTIONS

That this Declaration of Covenants and Restrictions, made and entered into on this 9TH day of March, 1989, by DEER POINTE OF TALLAHASSEE, LTD., a Florida limited partnership, whose sole general partner is ASSOCIATED MORTGAGE INVESTORS, a Massachusetts Business Trust, hereinafter collectively referred to as "Developer".

STATEMENT OF BACKGROUND INFORMATION

Developer is the owner of the real property (the "Property") described in Article I of this Declaration and desires to create thereon a residential community (the "Community") with open spaces and other common facilities for the benefit of the community. Developer desires to provide for the preservation of the values and amenities in the Community and for the maintenance of open spaces, and other common facilities, and, to this end, desires to subject the Property together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof. Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the

Community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. Developer intends to incorporate under the laws of the State of Florida, as a non-profit corporation, PASADENA HILLS OWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

DECLARATION

The Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Additional Property may be made subject to this Declaration by recordation of additional declarations referring to the instant indenture in the sole discretion of Developer.

ARTICLE II

DEFINITIONS

Section 1. The following words when used in this

Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the PASADENA HILLS OWNERS ASSOCIATION, INC.

(b) "Board" shall mean and refer to the Board of Directors of PASADENA HILLS OWNERS ASSOCIATION, INC.

(c) "Common Properties" shall mean and refer to any real property, easements, or facilities which the Association owns or maintains for the common use and enjoyment of the owners, including but not limited to roadway and drainage easements.

(d) "Living Area" shall mean and refer to those heated or air conditioned areas which are completely furnished as living area and which shall not include garages, carports, porches, patios, or storage areas.

(e) "Lot" shall mean and refer to any plot of land shown upon any subdivision map of the Property with the exception of Common Properties as heretofore defined.

(f) "Member" shall mean and refer to all those Owners who are members of the association as provided in Article XXVII, Section 2, hereof.

(g) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(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 situated upon the Property but, shall not mean or

refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) The "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall

be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants

and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the property.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by an architectural committee composed of two members appointed by the Developer and one member appointed by the Association. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans which are not suitable or desirable in its opinion for any reasons, including purely aesthetic reasons connected with future development plans of the

Developer.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee is now composed of Patrick O'Leary and James R. Guerino, and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full responsibility to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and

other structures and improvements proposed to be constructed on the building plot, with all building restrictions lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the architectural Control Committee shall specify and require.

ARTICLE VIII

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plan and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any lot at any time unless approved by the

Architectural Control Committee.

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Boats, trailers, campers or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall any such vehicles be visible from the street which runs in front of the Owner's Lot nor shall any such vehicle be parked on the street.

ARTICLE X

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any Lot having an area of less than one-quarter acre.

ARTICLE XI

DWELLING QUANTITY AND SIZE

The ground floor areas of the main structure, exclusive of one-story porches, garages, carports, and patios shall not be less than one thousand eight hundred (1800) square feet. In the event a structure contains more than one story, the ground floor must contain not less than 1200 square feet and must be completely finished as living area, and at least 400 square feet of the second floor area must be completely finished as living area.

ARTICLE XII

BUILDING LOCATION

(A) No dwelling shall be erected on any lot nearer than thirty (30) feet to any street, seven and a half (7.5) feet to an

interior lot line or twenty-five (25) feet of the rear lot line. Any dwelling must be at least fifteen (15) feet from an existing adjacent house.

(B) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XIII

GARAGES AND CARPORTS

Each Living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street which runs in front of the property, in such a matter that objects located within the carport shall present a broken and obscured view from the outside thereof.

ARTICLE XIV

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt unless specifically waived by the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

ARTICLE XV

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable

to the governing utility authority. Exterior radio and television antenna installations must be approved in writing by the Architectural Control Committee. No satellite dish shall be installed unless it is placed behind the residence; however, in no event shall said satellite dish be visible from the street which runs in front of the Property.

ARTICLE

SEWAGE DISPOSAL

Any individual sewage disposal system shall be designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department of departments.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish or other waste. Trash, garbage or other waste shall not be allowed to accumulate on the Property and shall not be kept except in sanitary containers installed underground in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

ARTICLE XVIII

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in the front or any side of the building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

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ARTICLE XIX

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type or materials of said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XX

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control committee.

ARTICLE XII

PROTECTIVE SCREENING

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Protective screening areas are or shall be established as shown on the preliminary plat. Except as otherwise provided herein regarding street intersections under "Sight Distance At Intersections" planting, fences or wall shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXII

SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain

within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXIII

EASEMENTS

Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Community. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XXIV

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XXV

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LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood. The Architectural Control Committee may, in its discretion, establish a reasonable limitation for the number of household pets allowable for each residence.

ARTICLE XXVI

NUISANCES

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

ARTICLE XXVII

ASSOCIATION

Section 1. Formation and Purpose. Developer has deemed it desirable for the efficient preservation of the values and amenities in PASADENA HILLS to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property owners in PASADENA HILLS in general. Pursuant thereto, Developer

has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, PASADENA HILLS OWNERS ASSOCIATION, INC., for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may be considered as promoting the common interest of PASADENA HILLS residents.

The Developer, or its appointee, shall serve as the Administrator until such time as the Developer has conveyed title to all of the lots to persons other than affiliates or subsidiaries of Developer, at which time there shall be an election by the membership to choose officers of the Association.

The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

The Association shall be responsible for the perpetual maintenance of the roadway easements conveyed unless or until the appropriate governmental body of Leon County, Florida, accepts this responsibility from the Association.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject, by covenants of record, to assessments by the Association shall be a member of the Association.

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

Class A. Class A Members shall be all those owners as defined in Section 2 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B Membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals 75% of the total votes outstanding in both the Class A and Class B memberships, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

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

Section 4. Assessments. Creation of Lien and Owners Obligation. Each Owner by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessment and special assessments to be fixed, established and

collected from time to time as herein provided. The annual and special assessments, together with such interest thereof and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record owner of such property at the time when the assessment becomes due.

Section 5. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and/or the cost of labor, equipment, materials, management and supervision thereof and for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs. In addition to the purposes mentioned above, the assessments shall also be used for the purposes of constructing, repairing, maintaining and improving all roads and road rights-of-way, streets, thoroughfares and easements now or hereafter situated upon the Property or serving any portion of the Property

or the Common Properties, including costs of all labor, material, equipment, management, supervision, supplies, equipment rental or other matters relating to such repair, maintenance, improvement and construction.

Section 6. Annual Assessments. The initial annual assessment commencing with the calendar year 1989 shall be \$100.00 per lot and shall be due and payable upon conveyance of Property by the Developer. The first annual assessment for the initial purchaser shall be prorated as of the date of closing. Each annual assessment thereafter shall be due and payable on the first day of January. The annual assessment may be increased by the Board not to exceed ten percent (10%) over the assessment of the previous year. The Board shall provide written notice of any change in the amount or due date of the assessment at least thirty (30) days in advance of such due date.

Section 7. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy a special assessment, in any assessment year for that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance

of said meeting. The due date of any special assessment levied shall be fixed in the resolution authorizing such assessment.

Section 8. Change in Maximum Annual Assessment Increase.

The Association may change the maximum amount of the annual assessment increase fixed herein (10%) provided that such change shall be approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 9. Quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment Increase provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 10. Duties of the Board and the Association. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto, which roster shall be kept at the principal address of the Association. The Association shall, upon request, furnish to any Owner liable for the payment of

assessments, a certificate in writing setting forth whether said assessments against the Owner's lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Rights of Developer. Notwithstanding anything contained herein to the contrary, Developer shall be exempt from the payment of annual assessments against lots owned by Developer and held for sale in the normal course of business. Developer covenants and agrees that so long as this exemption is in effect, Developer shall pay on behalf of or reimburse to the Association all expenses incurred by the Association, in performance of duties hereunder, in excess of the amount of assessment levied against owners other than Developer; provided, however, that in no event shall Developer be liable for payment of an amount in excess of the amount Developer would be obligated to pay for lots owned at the time of the expense, if this exemption from payment of annual assessments had not been in effect.

Section 12. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of

the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

Section 13. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

ARTICLE XXVIII

JOINDER BY ASSOCIATION

The Association joins with the Developer and agrees to accept all of the Association responsibilities which are described herein, including but not limited to maintenance of

roads and other common improvements.

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ARTICLE XXIX

LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association specifically including but not limited to its duty to maintain and repair portions of the subdivision property, the Association shall not be liable to owners for personal injury or property damaged caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons. As a member of the Association, each individual property owner specifically agrees consents to this article.

IN WITNESS WHEREOF, the Developer has executed this instrument this 9th day of March, 1989.

Signed, sealed and delivered in our presence as witnesses:

[Handwritten signatures]

DEER POINTE OF TALLAHASSEE, LTD., by ASSOCIATED MORTGAGE INVESTORS, GENERAL PARTNER

By: *[Signature]*
DAVID WITTE
Vice President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to and before me by DAVID WITTE, as Vice President of Associated Mortgage Investors, General Partner of Deer Pointe of Tallahassee, Ltd., this 9th day of March 1989.

[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 23; 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

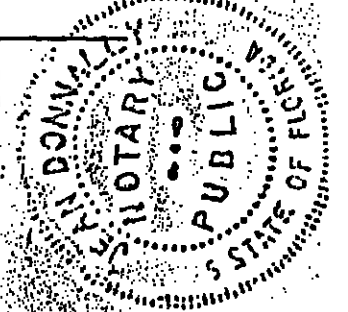


EXHIBIT "A"

BROWARD DAVIS & ASSOC., INC.PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMABROWARD P. DAVIS, P.L.S.
LARRY F. DAVIS, P.L.S.
L.F.F. DOWLING, P.L.S.
RUFUS L. DICKEY, P.L.S.
LELAND L. BURTON, P.L.S.WALTER A. JOHNSON, P.E., P.L.S.
NEVIN C. SMITH, P.E.
DAVID J. BARTLEY, P.L.S.
TONIE R. GREEN, P.L.S.
KATHLEEN R. SHIRAH, P.L.S.

March 21, 1989

PASADENA HILLS

Overall Boundary

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

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

Commence at the Southwest corner of Lot 19, Block "A" of The Antlers, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 62 of the Public Records of Leon County, Florida, said point being on the Northerly right of way boundary of Buck Lake Road (80 foot right of way) and run North along the West boundary of said subdivision a distance of 1004.56 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North along said West boundary 737.59 feet to a point on the Southerly boundary of property described in Official Records Book 1270, Page 1352 of the Public Records of Leon County, Florida, thence North 77 degrees 32 minutes 39 seconds West along said Southerly boundary 820.00 feet, thence West 385.00 feet, thence North 68 degrees 14 minutes 43 seconds West 214.29 feet, thence North 83 degrees 52 minutes 53 seconds West 166.72 feet to a point on the Easterly right of way boundary of Walden Road (60 foot right of way) and on a curve concave to the Westerly, thence Southwesterly along said Easterly right of way boundary and said curve having a radius of 986.79 feet, through a central angle of 18 degrees 16 minutes 41 seconds, for an arc distance of 314.80 feet (the chord of said arc being South 15 degrees 15 minutes 27 seconds West 313.46 feet), thence South 24 degrees 23 minutes 48 seconds West along said Easterly right of way boundary 204.71 feet, thence South 65 degrees 42 minutes 12 seconds East 231.01 feet, thence South 41 degrees 09 minutes 37 seconds East 417.76 feet, thence South 12 degrees 05 minutes 27 seconds West 115.79 feet, thence South 89 degrees 59 minutes 57 seconds East 1256.28 feet to the POINT OF BEGINNING; containing 30.23 acres, more or less.

Tonie R. Green

TONIE R. GREEN

Registered Florida Surveyor No. 4485

BPD #71-201
PSR #7728