





- Hartsfield Village
-  Racquet Club
-  Hidden Lakes
-  Ingress/Egress Easement
-  Utility Easement

THIS INSTRUMENT PREPARED BY:

CHARLES R. GARDNER, Attorney
1300 Thomaswood Drive
Tallahassee, Florida 32312
(904) 385-0070

MAINTENANCE AGREEMENT

THIS Agreement is made between THE RACQUET CLUB HOMEOWNERS ASSOCIATION, INC. (hereinafter "The Racquet Club") and T.S. BUILDERS, INC. (hereinafter "T.S. Builders").

BACKGROUND INFORMATION

THE RACQUET CLUB has the responsibility for maintaining the roadway easements in The Racquet Club Subdivision. The Racquet Club Subdivision is described on the attached Exhibit "A". T.S. BUILDERS is the owner of the property described on the attached Exhibit "B" which is generally referred to as The Hidden Lakes Subdivision. T.S. BUILDERS has, this date, executed a Multi-Party Agreement by and among JAMES L. BROGDON and JEWELL R. BROGDON, T.S. BUILDERS, INC., H & T, INC. and LEON COUNTY, FLORIDA, the terms of which Agreement are incorporated herein by reference and a copy of said Agreement is attached hereto as Exhibit "C". Under the terms of the Multi-Party Agreement, THE RACQUET CLUB HOMEOWNERS ASSOCIATION, INC. and the homeowners association for Hidden Lakes Subdivision are obligated to execute a Maintenance Agreement concerning the maintenance of that certain Easement given by JAMES L. BROGDON and JEWELL R. BROGDON to T.S. BUILDERS, INC., a copy being attached hereto as Exhibit "D". Also, the two homeowners associations are obligated to enter into a Maintenance Agreement concerning the holding ponds described in that certain Easement attached hereto as Exhibit "E". The holding ponds are located entirely within the property described on the attached Exhibit "B" and the access and utility easement is located wholly within the property described on the attached Exhibit "A". T.S. BUILDERS, INC. has requested that easements be exchanged in advance of the time specified in the Multi-Party Agreement and THE RACQUET CLUB and JAMES L. BROGDON and JEWELL R. BROGDON have agreed to do so subject to the conditions hereinafter specified.

TERMS OF AGREEMENT

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. T.S. BUILDERS, INC. represents and warrants that it is the owner of the property described on the attached Exhibit "B".

2. THE RACQUET CLUB represents and warrants that it has the maintenance responsibilities for the roadways located within the property described on the attached Exhibit "A".

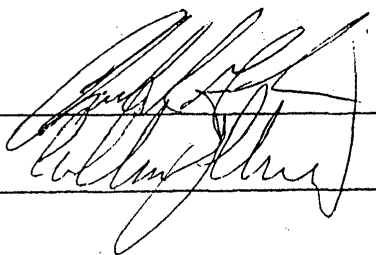
3. THE RACQUET CLUB and T.S. BUILDERS, INC. agree to share equally in the repairs and maintenance of the easement area reflected in the Easement attached hereto as Exhibit "D". The repairs and maintenance to be undertaken and performed under this Agreement shall include, but not be limited to, filling of chuck or pot holes and resurfacing. The repair and maintenance decision may be made by a majority vote of the members of THE RACQUET CLUB. T.S. BUILDERS, INC. hereby agrees to establish an owners association for Hidden Lakes and agrees to impose restrictive covenants on the property known as Hidden Lakes in such a manner that the Hidden Lakes Homeowners Association agrees to pay one-half (1/2) of the cost of maintaining the easement described in Exhibit "D" and has the right to assess lot owners within Hidden Lakes for the maintenance obligation of the Hidden Lakes owners association as expressed in this Agreement. Once the Hidden Lakes Homeowners Association is established in accordance with the terms of this Agreement, T.S. Builders, Inc. may assign its obligations herein to that Association and upon assumption of the obligations herein by the Association in accordance with the terms of this Agreement, T.S. BUILDERS, INC. shall be completely released from such maintenance obligations. The assignment shall be effective as to THE RACQUET CLUB only after written notice to THE RACQUET CLUB of such assignment.

4. THE RACQUET CLUB and T.S. BUILDERS, INC. agree to share in the cost of maintaining the holding ponds located on the property described in the attached Exhibit "B". Such share shall be as set out in the Agreement attached hereto as Exhibit "C". T.S. BUILDERS, INC. may assign this obligation to the Hidden Lakes Homeowners Association in the same manner provided above in paragraph 3 and upon assumption of the obligations herein by the Association in accordance with the terms of this Agreement, T.S. BUILDERS, INC. shall be completely released from this maintenance obligation. Maintenance of the holding ponds shall be in the manner required by state and local laws.

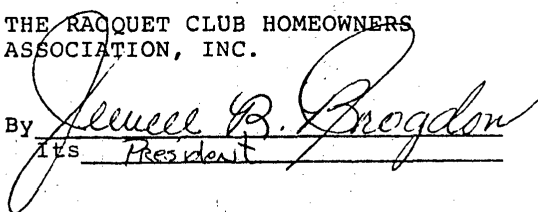
5. Any damage to the easement area described on the attached Exhibit "D" caused by T.S. BUILDERS, INC., its contractors, subcontractors or agents during the development of Hidden Lakes Subdivision, exclusive of normal wear and tear, shall be borne by T.S. BUILDERS, INC. If THE RACQUET CLUB is compelled to enforce this provision to compel T.S. BUILDERS, INC. to correct any such damage, then all costs and attorneys' fees incurred by THE RACQUET CLUB shall be reimbursed to it by T.S. BUILDERS, INC. In the event demand is made by THE RACQUET CLUB to T.S. BUILDERS, INC. to repair damages specified herein and T.S. BUILDERS, INC. does not correct those damages within ten (10) days after written demand, then THE RACQUET CLUB may spend monies to correct the damages and have the right to be reimbursed for those sums expended from T.S. BUILDERS, INC. together with any costs and attorneys' fees incurred in the collection.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WITNESSES:



THE RACQUET CLUB HOMEOWNERS
ASSOCIATION, INC.

By 

Its President

[Signature]
[Signature]

T.S. BUILDERS, INC.

By [Signature]
Its PRESIDENT

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Maintenance Agreement was acknowledged before me by Jewell R. Brandon as President of THE RACQUET CLUB HOMEOWNERS ASSOCIATION, INC. this 28th day of February, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 9, 1990
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Maintenance Agreement was acknowledged before me by Steve Skipper as President of T.S. BUILDERS, INC. this 28th day of February, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 9, 1990
Bonded Thru Troy Fain - Insurance Inc.

BROG13:cb
02/28/90

Commence at a concrete monument marking the Northwesterly corner of Lot 27 of Tharpe Street Village a subdivision as recorded in Plat Book 9 at Page 31 of the Public Records of Leon County, Florida then run South 48 degrees 59 minutes 03 seconds West, 633.91 feet to a concrete monument, then South 89 degrees, 51 minutes 59 seconds West, 139.89 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 51 minutes 59 seconds West 140.00 feet, then South 00 degrees 15 minutes 01 seconds East 344.95 feet to the North right of way boundary of Tharpe Street, then South 89 degrees 51 minutes 59 seconds West along said North right of way, 60.00 feet to a concrete monument then leaving said right of way run North 00 degrees 15 minutes 01 seconds West 295.75 feet to concrete monument, then North 89 degrees 46 minutes 27 seconds West, 182.10 feet to a concrete monument, then North 00 degrees 18 minutes 11 seconds West, 137.66 feet to a concrete monument, then North 89 degrees 49 minutes 08 seconds East, 182.10 feet to a concrete monument, then North 00 degrees 14 minutes 59 seconds West 200.12 feet to a concrete monument then South 89 degrees 51 minutes 01 seconds West 182.32 feet to a concrete monument, then North 00 degrees 04 minutes 52 seconds West, 99.79 feet to an old iron pipe, then South 89 degrees 39 minutes 56 seconds West, 295.50 feet to an old axle, then North 00 degrees 11 minutes 11 seconds West 738.03 feet then North 89 degrees 39 minutes 56 seconds East 294.21 feet to a concrete monument, then North 00 degrees 21 minutes 11 seconds West 765.61 feet to a concrete monument, then North 89 degrees 50 minutes 04 seconds East, 445.00 feet, then South 09 degrees 49 minutes 26 seconds West, 100.04 feet, then South 13 degrees 33 minutes 33 seconds East, 232.56 feet to the point of curvature for a curve to the right having a radius of 1077.25 feet, then Southeasterly along said curve 113.62 feet (chord South 10 degrees 32 minutes 16 seconds East, 113.57 feet), then South 07 degrees 30 minutes 58 seconds East, 138.84 feet to the point of curvature for a curve to the right having a radius of 315.99 feet, then Southwesterly along said curve, 105.61 feet (chord South 02 degrees 03 minutes 31 seconds West, 105.11 feet), then South 17 degrees 06 minutes 16 seconds West, 60.27 feet, then South 22 degrees 34 minutes 41. seconds West, 207.74 feet to the point of curvature for a curve to the right having a radius of 779.54 feet, then Southwesterly along said curve, 119.78 feet (chord South 26 degrees 58 minutes 47 seconds West, 119.66 feet), then South 31 degrees 22 minutes 55 seconds West, 129.12 feet to the point of curvature for a curve to the left having a radius of 42.38 feet, then Southwesterly along said curve 23.93 feet (chord South 15 degrees 12 minutes 22 seconds West, 23.61 feet), then South 00 degrees 58 minutes 11 seconds East 105.72 feet to the point of curvature for a curve to the left having a radius of 414.68 feet, then Southeasterly along said curve 32.53 feet (chord South 03 degrees 13 minutes 15 seconds East, 32.52 feet), then North 78 degrees 33 minutes 30 seconds East 40.24 feet to a point located on a curve to the left having a radius of 374.68 feet, then Southeasterly along said curve 43.39 feet (chord South 08 degrees 03 minutes 19 seconds East 43.37 feet), then South 11 degrees 27 minutes 33 seconds East, 298.12 feet, then South 08 degrees 57 minutes 08 seconds West, 60.77 feet, then South 00 degrees 15 minutes 01 seconds East 200.22 feet to the POINT OF BEGINNING; containing 22.798 acres, more or less.

EXHIBIT A

A portion of Section 21, Township 1 North, Range 1 West, Leon County, Florida, and being described as follows:

Begin at a concrete monument marking the Northwesterly corner of Lot 27 of Tharpe Street Village, a subdivision as recorded in Plat Book 9 at Page 31 of the Public Records of Leon County, Florida, and run North 48 degrees 59 minutes 03 seconds East, 129.68 feet, then North 00 degrees 14 minutes 18 seconds West 960.64 feet, then North 54 degrees 39 minutes 52 seconds West, 207.95 feet, then North 00 degrees 01 minutes 06 seconds East, 312.70 feet, then South 89 degrees 50 minutes 04 seconds West, 489.76 feet, then South 09 degrees 49 minutes 26 seconds West, 100.04 feet, then South 13 degrees 33 minutes 33 seconds East, 232.56 feet to the point of curvature for a curve to the right having a radius of 1077.25 feet, then Southeasterly along said curve 113.62 feet (chord South 10 degrees 32 minutes 16 seconds East, 113.57 feet), then South 07 degrees 30 minutes 58 seconds East, 138.84 feet to the point of curvature for a curve to the right having a radius of 315.99 feet, then Southwesterly along said curve, 105.61 feet (chord South 02 degrees 03 minutes 31 seconds West, 105.11 feet), then South 17 degrees 06 minutes 16 seconds West, 60.27 feet, then South 22 degrees 34 minutes 41 seconds West, 207.74 feet to the point of curvature for a curve to the right having a radius of 779.54 feet, then Southwesterly along said curve, 119.78 feet (chord South 26 degrees 58 minutes 47 seconds West, 119.66 feet), then South 31 degrees 22 minutes 55 seconds West, 129.12 feet to the point of curvature for a curve to the left having a radius of 42.38 feet, then Southwesterly along said curve 23.93 feet (chord South 15 degrees 12 minutes 22 seconds West, 23.61 feet), then South 00 degrees 58 minutes 11 seconds East 105.72 feet to the point of curvature for a curve to the left having a radius of 414.68 feet, then Southeasterly along said curve 32.53 feet (chord South 03 degrees 13 minutes 15 seconds East, 32.52 feet), then North 70 degrees 33 minutes 30 seconds East 40.24 feet to a point located on a curve to the left having a radius of 374.68 feet, then Southeasterly along said curve 43.39 feet (chord South 08 degrees 08 minutes 19 seconds East 43.37 feet), then South 11 degrees 27 minutes 33 seconds East, 298.12 feet, then South 00 degrees 57 minutes 08 seconds West, 60.77 feet, then South 00 degrees 15 minutes 01 seconds East, 200.22 feet, then North 89 degrees 51 minutes 59 seconds East, 139.89 feet, then North 40 degrees 59 minutes 03 seconds East, 633.91 feet to the POINT OF BEGINNING, containing 25.141 acres, more or less,

EXHIBIT B

A G R E E M E N T

This Agreement is made this 28th day of February, 1990 at the City of Tallahassee, County of Leon, State of Florida, between: T & S Builders, the owners of Hidden Lakes Subdivision; James Brogdon Builders, the owner of the Racquet Club Subdivision; Crooked Oak, Inc. and H and T, Inc., the owners of Hartsfield Village Subdivision; and Leon County, Florida, by the Director of Environmental Management and Permitting (the "Director").

In consideration of mutual promises hereinafter contained, it is agreed as follows:

1. The owners of the subdivisions mentioned above have been provided notice of a violation of the Leon County Code based upon failure to complete, according to the approved plans and permit, and failure to maintain the stormwater management system upon which those subdivisions are dependent.

2. T & S Builders and James Brogdon Builders have obtained an estimate of cost to complete the stormwater management system for the subdivisions of approximately \$11,350. This estimate is based upon a stormwater management system permit amendment filed on January 6, 1990, and approved by Leon County on February 6, 1990.

3. T & S Builders and James Brogdon Builders hereby agree that they will each pay one-half of the total cost of the completion of the stormwater management system. The sum of \$6,242.50 will be placed by each of those parties into an escrow account, with the total sum of \$12,485 to be pledged exclusively and specifically for completion of the stormwater management system. The sum escrowed will not be released until the conditions of the notice of violation have been satisfied and approved by the County Enforcement Administration. The escrow agent will disburse the escrowed funds upon receipt of the final bill for the stormwater management system improvements and written notice of inspection and approval of the system by the Director. Any balance of the escrow remaining (after payment in

EXHIBIT C

full from the escrowed funds to the contractor(s) who provided services to complete the system) shall be split equally between T & S Builders and James Brogdon Builders. T & S Builders will make arrangements for completion of the stormwater management system pursuant to approved plans and permit.

4. The Homeowner's Associations of Hidden Lakes, Racquet Club, and Hartsfield Village will be responsible for providing perpetual maintenance for the stormwater management system subsequent to completion of the system. T & S Builders, James Brogdon Builders, Crooked Oak, Inc., and H & T, Inc. agree to amend the articles and by-laws of the respective Homeowner's Associations, as necessary to reflect the responsibility of each for the system, within 120 days after execution of this Agreement.

5. James Brogdon Builders agrees to give T & S Builders ingress and egress over the area depicted in red on Exhibit A attached hereto. This access is for ingress, egress, utility access and other ordinary utility services. These non-exclusive easements shall be given in written form within 10 days after County's inspection and approval of the stormwater management system. The easements shall run with the land for the benefit of all homeowners within Hidden Lakes subdivision. T & S Builders and James Brogdon Builders will ensure that amendments to articles and by-laws of Hidden Lakes Homeowner's Association and Racquet Club Homeowner's Association, respectively, are made as necessary to reflect the requirement that the Associations share equally the maintenance costs of the area and roadway depicted on Exhibit A in red.

6. T & S Builders will not request an access opening at Ian Drive and Mary Ellen Drive; nor at Ian Drive at the connection with Hartsfield Village III. T & S Builders will require, and James Brogdon Builders will provide, a utility easement for Hidden Lakes Subdivision across the area depicted in green on Exhibit A hereto within 10 days subsequent to inspection and approval of the stormwater management system.

7. Crooked Oak, Inc. and H & T, Inc. will not request access from Hartsfield Village Units I, II, and III to Mary Ellen Drive in the Racquet Club Subdivision, nor will they request access opening at Ian Drive into Hidden Lakes Subdivision. James Brogdon Builders reserves the right to barricade these points. All parties agree to request amendment of all plats to indicate changes outlined in paragraphs 6 and 7 of this Agreement.

8. Leon County agrees to allow issuance of temporary certificates of occupancy in the subdivisions which are dependent upon this stormwater management system upon the execution of this Agreement and upon the deposit of the funds described in paragraph 3 herein (to be held in escrow for payment of costs of completing the stormwater management system). The temporary certificates of occupancy shall not be subject to revocation; however, should any party fail to comply with the terms of this Agreement, enforcement actions will proceed against, and additional and final certificates of occupancy shall be withheld from, any party in violation.

9. All improvements necessary to complete the stormwater management system pursuant to the approved plans and permit, as amended, and as required to bring the stormwater management system into compliance with Leon County Codes, shall be completed under the supervision of T & S Builders within 90 days from the date of execution of this Agreement. Should T & S Builders fail to complete the improvements within 90 days, the County may authorize one of the remaining parties to enter upon the lands and complete the stormwater management system improvements.

T & S Builders hereby agrees to allow such access to their lands.

10. A failure of T & S Builders, James Brogdon Builders, Crooked Oak, Inc., or H & T, Inc., to comply with any term of this Agreement shall result in immediate enforcement action, including but not limited to stop work orders, as to any party in violation of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement
on the 28th day of February, 1990.

T . S. BUILDERS, INC.

By: [Signature]
Its: President

JAMES BROGDON BUILDERS

By: [Signature]
Its: President

CROOKED OAK, INC.

By: [Signature]
Its: President

H AND T INC.

By: [Signature]
Its: [Signature]

LEON COUNTY, FLORIDA

By: _____
Howard Pardue, Director of
Environmental Services

APPROVED AS TO FORM:

[Signature]
Assistant County Attorney

THIS INSTRUMENT PREPARED BY:
C. ANTHONY CLEVELAND, Attorney
OERTEL, HOFFMAN, FERNANDEZ
& COLE, P.A.
2700 Blair Stone Rd., Ste. C
Tallahassee, Florida 32301
(904) 877-0099

DECLARATION OF EASEMENT

STATE OF FLORIDA,
COUNTY OF LEON.

THIS INDENTURE is made and entered into this 28th day of February, 1990, by and between JAMES L. BROGDON and JEWELL R. BROGDON, husband and wife, of Tallahassee, Leon County, Florida (hereinafter together referred to as "Grantors") and T.S. BUILDERS, INC. (hereinafter together referred to as "Grantee").

W I T N E S S E T H :

THE RACQUET CLUB and HIDDEN LAKES are unrecorded subdivisions in Leon County, Florida. HIDDEN LAKES needs an ingress, egress, drainage and utilities easement over property now owned by the Grantors and located within THE RACQUET CLUB subdivision so that HIDDEN LAKES will have access to Tharpe Street. The purpose of this document is to provide a non-exclusive easement from the Grantors to the Grantee and the successors in title of the Grantee in the HIDDEN LAKES subdivision.

NOW, THEREFORE, for valuable consideration, the Grantors grant to the Grantee and their successors in title to any property or lots within HIDDEN LAKES subdivision as described on the attached Exhibit "B", a non-exclusive perpetual easement appurtenant over the property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto, which shall run with the land. The land within the easement described in Exhibit "A" is not the homestead of the Grantors.

This easement is granted to provide ingress, egress, drainage and utilities, including, but not limited to, electrical and telephone services, to the property of the Grantees across the property described in Exhibit "A". This easement shall not be used to serve any properties other than THE RACQUET CLUB subdivision and HIDDEN LAKES subdivision as it is described on Exhibit "B".

EXHIBIT D

This Easement is and shall be appurtenant to the property described in the attached Exhibit "B" and Grantors and Grantee do hereby specifically acknowledge and agree that this Easement is intended to be an easement appurtenant to the property described in the attached Exhibit "B" and not an easement in gross, and that the present and future owners or holders of title to that property described in the attached Exhibit "B" shall have non exclusive rights to use this Easement as an easement appurtenant to the property described in the attached Exhibit "B" without the execution of any further or additional conveyance, instrument, document or contract.

IN WITNESS WHEREOF, the Grantors have executed this Declaration of Easement the day and year first above written.

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
JAMES L. BROGDON

[Signature]
JEWELL R. BROGDON

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration of Easement was acknowledged before me by JAMES L. BROGDON and JEWELL R. BROGDON this 28th day of February, 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires:

EDWIN G. BROWN
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

EDWIN G BROWN PLS
JAMES T RODDENBERRY PLS

625 NORTH TALLAHASSEE ST
P.O. BOX 625
CRAWFORDVILLE FLORIDA 32327
(904) 926-3016

February 15, 1990

HIDDEN LAKES

60.00 FOOT INGRESS, EGRESS & UTILITY EASEMENT

I hereby certify that this description meets the minimum technical standard for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 60.00 foot ingress, egress and utility easement lying 30.00 feet on each side of the following described centerline:

Commence at the Northwesterly corner of Lot 27, of Tharpe Street Village, as per map or plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Leon County, Florida, and thence run South 48 degrees 59 minutes 03 seconds West 633.91 feet, thence run South 89 degrees 51 minutes 59 seconds West 139.89 feet, thence run North 00 degrees 15 minutes 01 seconds West 200.22 feet, thence run North 08 degrees 57 minutes 08 seconds East 30.39 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 89 degrees 49 minutes 24 seconds West 174.86 feet, thence run South 00 degrees 15 minutes 01 seconds East 575.04 feet to the Northerly right-of-way boundary of Tharpe Street and the termination point of said centerline.

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.

Edwin G. Brown

EDWIN G BROWN
Registered Land Surveyor
Florida Certificate No. 2919

89-250
PSC:6405

EXHIBIT A of D

THIS INSTRUMENT PREPARED BY:

CHARLES R. GARDNER, Attorney
1300 Thomaswood Drive
Tallahassee, Florida 32312
(904) 385-0070

EASEMENT

THIS EASEMENT made this 28th day of February, 1990, between T.S. BUILDERS, INC., a Florida corporation (hereinafter called "Grantor") and JAMES L. BROGDON and JEWELL R. BROGDON and all other present and future owners of the lots within THE RACQUET CLUB SUBDIVISION (hereinafter called "Grantees").

W I T N E S S E T H:

That Grantor for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby conclusively acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantees, their successors and assigns, a perpetual easement for the drainage, collection and retention of all surface water now or hereafter flowing from that certain parcel of land described on Exhibit "A" attached hereto, and by this reference made a part hereof, (hereinafter referred to as Parcel A), over, onto, and through that certain parcel of property shown as "Holding Ponds" on Exhibit "B" attached hereto and by this reference made a part hereof, (hereinafter referred to as Parcel B).

The term "surface water(s)" as used in this Easement shall include specifically, but without limitation, any and all storm or rainwaters and any and all drainage, silt, and other runoff resulting from or caused by the construction of improvements on Parcel A.

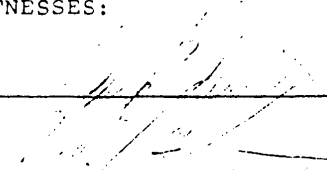
This Easement is and shall be appurtenant to Parcel A and Grantor and Grantees do hereby specifically acknowledge and agree that this Easement is intended to be an easement appurtenant to Parcel A and not an easement in gross, and that the present and future owners or holders of title to Parcel A shall have non exclusive rights to use this Easement as an easement appurtenant to Parcel A without the execution of any further or additional conveyance, instrument, document or contract.

EXHIBIT E

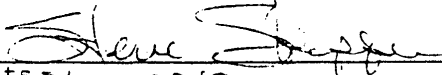
Grantees shall have the right to maintain Parcel B so that it may perpetually be used as an easement for drainage, collection and retention of all surface water now or hereafter flowing from Parcel A.

IN WITNESS WHEREOF, Grantor has executed this Easement through its duly authorized agent. this 28th day of February, 1990.

WITNESSES:



T.S. BUILDERS, INC.

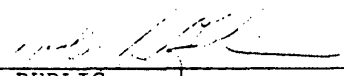
By 
Its president

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Easement was acknowledged before me by

_____ as _____

of T.S. BUILDERS, INC. this 28th day of February, 1990.



NOTARY PUBLIC
My Commission Expires:

BROG12:cb
02/28/90

Commence at a concrete monument marking the Northwesterly corner of Lot 27 of Tharpe Street Village a subdivision as recorded in Plat Book 9 at Page 31 of the Public Records of Leon County, Florida then run South 48 degrees 59 minutes .03 seconds West, 633.91 feet to a concrete monument, then South 89 degrees 51 minutes 59 seconds West, 139.89 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 51 minutes 59 seconds West 140.00 feet, then South 00 degrees 15 minutes 01 seconds East 344.95 feet to the North right of way boundary of Tharpe Street, then South 89 degrees 51 minutes 59 seconds West along said North right of way, 60.00 feet to a concrete monument then leaving said right of way run North 00 degrees 15 minutes 01 seconds West 295.75 feet to concrete monument, then North 89 degrees 46 minutes 27 seconds West, 182.10 feet to a concrete monument, then North 00 degrees 18 minutes 11 seconds West, 137.66 feet to a concrete monument, then North 89 degrees 49 minutes 09 seconds East, 182.10 feet to a concrete monument, then North 00 degrees 14 minutes 59 seconds West 200.12 feet to a concrete monument then South 89 degrees 51 minutes 01 seconds West 182.32 feet to a concrete monument, then North 00 degrees 04 minutes 52 seconds West, 99.79 feet to an old iron pipe, then South 89 degrees 39 minutes 56 seconds West, 295.50 feet to an old axle, then North 00 degrees 11 minutes 11 seconds West 738.03 feet then North 89 degrees 39 minutes 56 seconds East 294.21 feet to a concrete monument, then North 00 degrees 21 minutes 11 seconds West 765.61 feet to a concrete monument, then North 89 degrees 50 minutes 04 seconds East, 445.00 feet, then South 09 degrees 49 minutes 26 seconds West, 100.04 feet, then South 13 degrees 33 minutes 33 seconds East, 232.56 feet to the point of curvature for a curve to the right having a radius of 1077.25 feet, then Southeasterly along said curve 113.62 feet (chord South 10 degrees 32 minutes 16 seconds East, 113.57 feet), then South 07 degrees 30 minutes 58 seconds East, 139.84 feet to the point of curvature for a curve to the right having a radius of 315.99 feet, then Southwesterly along said curve, 105.61 feet (chord South 02 degrees 03 minutes 31 seconds West, 105.11 feet), then South 17 degrees 06 minutes 16 seconds West, 60.27 feet, then South 22 degrees 34 minutes 41 seconds West, 207.74 feet to the point of curvature for a curve to the right having a radius of 779.54 feet, then Southwesterly along said curve, 119.79 feet (chord South 26 degrees 58 minutes 47 seconds West, 119.66 feet), then South 31 degrees 22 minutes 55 seconds West, 129.12 feet to the point of curvature for a curve to the left having a radius of 42.38 feet, then Southwesterly along said curve 23.93 feet (chord South 15 degrees 12 minutes 22 seconds West, 23.61 feet), then South 09 degrees 59 minutes 11 seconds East 105.72 feet to the point of curvature for a curve to the left having a radius of 414.68 feet, then Southeasterly along said curve 32.53 feet (chord South 03 degrees 13 minutes 15 seconds East, 32.52 feet), then North 78 degrees 33 minutes 30 seconds East 40.24 feet to a point located on a curve to the left having a radius of 374.68 feet, then Southeasterly along said curve 43.39 feet (chord South 08 degrees 08 minutes 19 seconds East 43.37 feet), then South 11 degrees 27 minutes 33 seconds East, 298.12 feet, then South 08 degrees 57 minutes 08 seconds West, 60.77 feet, then South 00 degrees 15 minutes 01 seconds East 200.22 feet to the POINT OF BEGINNING, containing 22.798 acres, more or less.

Exhibit A of E

A portion of Section 21, Township 1 North, Range 1 West, Leon County, Florida, and being described as follows:

Begin at a concrete monument marking the Northwesterly corner of Lot 27 of Tharpe Street Village, a subdivision as recorded in Plat Book 9 at Page 31 of the Public Records of Leon County, Florida, and run North 48 degrees 59 minutes 03 seconds East, 129.68 feet, then North 00 degrees 14 minutes 18 seconds West, 960.64 feet, then North 54 degrees 39 minutes 52 seconds West, 207.95 feet, then North 00 degrees 01 minutes 06 seconds East, 312.70 feet, then South 89 degrees 50 minutes 04 seconds West, 489.76 feet, then South 09 degrees 49 minutes 26 seconds West, 100.04 feet, then South 13 degrees 33 minutes 33 seconds East, 232.56 feet to the point of curvature for a curve to the right having a radius of 1077.25 feet, then Southeasterly along said curve 113.62 feet (chord South 10 degrees 32 minutes 16 seconds East, 113.57 feet), then South 07 degrees 30 minutes 58 seconds East, 138.84 feet to the point of curvature for a curve to the right having a radius of 315.99 feet, then Southwesterly along said curve, 105.61 feet (chord South 02 degrees 03 minutes 31 seconds West, 105.11 feet), then South 17 degrees 06 minutes 16 seconds West, 60.27 feet, then South 22 degrees 34 minutes 41 seconds West, 207.74 feet to the point of curvature for a curve to the right having a radius of 779.54 feet, then Southwesterly along said curve, 119.78 feet (chord South 26 degrees 58 minutes 47 seconds West, 119.66 feet), then South 31 degrees 22 minutes 55 seconds West, 129.12 feet to the point of curvature for a curve to the left having a radius of 42.38 feet, then Southwesterly along said curve 23.93 feet (chord South 15 degrees 12 minutes 22 seconds West, 23.61 feet), then South 00 degrees 50 minutes 11 seconds East 105.72 feet to the point of curvature for a curve to the left having a radius of 414.60 feet, then Southeasterly along said curve 32.53 feet (chord South 03 degrees 13 minutes 15 seconds East, 32.52 feet), then North 70 degrees 33 minutes 30 seconds East 40.24 feet to a point located on a curve to the left having a radius of 374.68 feet, then Southeasterly along said curve 43.39 feet (chord South 08 degrees 08 minutes 19 seconds East 43.37 feet), then South 11 degrees 27 minutes 33 seconds East, 298.12 feet, then South 00 degrees 57 minutes 08 seconds West, 60.77 feet, then South 00 degrees 15 minutes 01 seconds East, 200.22 feet, then North 09 degrees 51 minutes 59 seconds East, 139.89 feet, then North 40 degrees 59 minutes 03 seconds East, 633.91 feet to the POINT OF BEGINNING, containing 25.141 acres, more or less,

Exhibit B of E

Bad Original

LEON COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL AND ENGINEERING SERVICES
STORMWATER MANAGEMENT PERMIT

DATE ISSUED APRIL 11, 2011 PERMIT NO. 11-0062

PROJECT Land Use Change

LOCATION Barterfield Road SPECIAL CONDITIONS EXIST

PERMITTEE Southern Cross Plantation

Failure to conform to the terms and conditions of the permit shall constitute a violation and may result in a fine of up to \$300 or imprisonment of up to 60 days or both.

PERMIT SHALL BE POSTED ON SITE DURING ALL PHASES OF ACTIVITY

BY LAWS

OF

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HARTSFIELD VILLAGE----- HOMEOWNERS ASSOCIATION, INC.
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is HARTSFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".
The principal office of the corporation shall be located at 1116 Thomasville, Road Tallahassee, Florida 32303 but meetings of members and directors may be held at such places within the State of FLORIDA County of LEON, as may be designated by the Board of Directors.

RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF CIRCUIT COURT
DEC 3 10 53 AM '86

791855

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to HARTSFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, TO include the Road right-of-way and storm water storage areas.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to HARTSFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of SECRETARY OF STATE OF FLORIDA.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

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Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

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BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

~~(g) cause the Common Area to be maintained.~~

ARTICLE VIII

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OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

DELETED

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

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As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HARTSFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the HARTSFIELD VILLAGE

HOMEOWNERS ASSOCIATION, INC. Association,

have hereunto set our hands this 5 day of NOV, 1986.

HERBERT W. TALLEY, SR. *Herbert W. Talley* P. O. Box 13485, Tallahassee, Fla 32317

ANNIE E. TALLEY *Annie E. Talley* P. O. BOX 13485, Tallahassee, Fla. 32317

WILLIAM A. MILLER *William A. Miller* 2740 Chumleigh Cr. Tallahassee, Fla. 32308

CAROLYN W. MILLER *Carolyn W. Miller* 2740 Chumleigh Cr., Tallahassee, Fla. 32308

JOHN A. HARVEY *John A. Harvey* 830 E. Park Ave., Tallahassee, Fla. 32301

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Hartsfield Village
HOMEOWNERS ASSOCIATION, INC. Association, a FLORIDA
(State)

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 5 day of NOV, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5 day of NOV, 1986.



STATE OF FLORIDA
COUNTY OF LEON

Herbert W. Talley Sr.
Secretary

The foregoing instrument was acknowledged before me this 5TH day of NOV, 1986; by Herbert W. Talley, Annie E. Talley, William A. Miller, Carolyn W. Miller and John A. Harvey, Directors, and Herbert W. Talley as Secretary of the Hartsfield Village Homeowners Association Inc., a Florida corporation, on behalf of said corporation.

June Marie Stalder
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires June 13, 1989