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CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#376137

Prepared by:
James D. Salter
Salter, Feiber, Murphy,
Hutson & Menet, P.A.
P.O. Box 357399
Gainesville, Florida, 32635

RETURN TO: SFM:H&M



**SECOND AMENDMENT TO TOWER24 VILLAGE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Tower24 Village (this "Second Amendment") is executed this 14th day of June, 2008, by Tower24, LLC, a Florida limited liability company ("Declarant") and The Villas At Tower24, LLC, a Florida limited liability company ("Villas24") for the purposes set forth herein.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Tower24 Village were recorded March 16, 2006, in Official Records Book 3333 Page 504 of the Public Records of Alachua County, Florida (the "Declaration").

B. The Declaration was amended and restated, said amendment and restatement being recorded May 29, 2007, in Official Records Book 3607 Page 270 of the Public Records of Alachua County, Florida (the "Amended Declaration").

C. Declarant joined by Villas24, the only property affected by this Second Amendment now wish to execute this Second Amendment to amend Section 9.18.8 in its entirety.

NOW THEREFORE, Declarant for itself and its successors and assigns and Villas24 for its successors and assigns declares that Section 9.18.8 is hereby amended in its entirety as follows:

9.18.8 **Rate of Assessment; Commencement.** The share of assessment for annual charges and special assessments will be determined by the Board. The obligation for payment of these charges and assessments for each Attached Unit will be begin April 1, 2008, and will be prorated on an accrual basis between successive Owners. For purposes of this Section, the obligation for payment of charges and assessments will include Declarant and any sub-developer or contractor who owns an Attached Unit.

In all respects not changed by this Second Amendment, the Declaration as previously amended and restated shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Declarant:

TOWER24, LLC, a Florida limited

[Signature]
 Witness Sign Above/Print Name Below
JAMES D. SALTER

[Signature]
 Witness Sign Above/Print Name Below
James R. Stewart

liability company
 BY: Robert R. Rowe
 Robert R. Rowe, Trustee of the Robert
 R. Rowe, Revocable Trust, its Manager

INSTRUMENT # 2436781
 2 PGS

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19th day of June, 2008, by Robert R. Rowe as the Trustee of the Robert R. Rowe Revocable Trust, the Manager of Tower24, LLC, a Florida limited liability company on behalf of the Trust on behalf of the company. Such person(s):
 (X) is/are personally known to me, () produced a current Florida Driver's license as identification,
 () produced _____ as identification

NOTARY PUBLIC-STATE OF FLORIDA
 James D. Salter
 (SEAL) Commission # DD541424
 Expires: MAY 30, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
 Print Name: _____
 Notary Public, State of Florida
 My Commission Expires: _____
 Serial Number, if any: _____

NOTARY PUBLIC-STATE OF FLORIDA
 James D. Salter
 Commission # DD541424
 Expires: MAY 30, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

Signed, sealed and delivered
 in the presence of:

The Villas at Tower24, LLC,
 a Florida limited liability company
 By: [Signature]
 Millard Joyner, Authorized Managing Member

Print Name: JAMES D. SALTER

[Signature]
 Print Name: JANICE F. JOYNER

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19th day of June, 2008, by Millard Joyner, as Authorized Managing Member of The Villas at Tower24, LLC, a Florida limited liability company, on behalf of the company. Such persons are personally known to me or produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 James D. Salter
 (SEAL) Commission # DD541424
 Expires: MAY 30, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
 Print Name: _____
 Notary Public, State of Florida
 My Commission Expires: _____
 Serial Number, if any: _____

9.1.2 Exclusive AmSouth Bank Operation. Other than the out parcel owned or to be owned by AmSouth Bank as describe on attached Exhibit "G", no Tract or Parcel within the Exhibit "A" Property may be used as a branch banking facility or similar type of financial institution, which restriction also specifically prohibits the operation of an automated teller machine.

9.1.3 Other Permitted Uses. Other than the Prohibited Uses as set forth herein, the Tracts may, among other things, be used for the operation of the following:

- (i) a restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;
- (ii) a delicatessen or sandwich shop type restaurant which offers take out service as a part of its restaurant operation ;
- (iii) a health food store or nutrition center, yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises; or
- (iv) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises.

Section 10-INSURANCE

10.1 Liability Insurance. Each Owner shall maintain or cause to be maintained in full force and effect comprehensive general liability insurance covering any Limited Common Area benefitting such Owner's Tract, with a combined single limit of liability of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate. Such insurance shall be procured from responsible insurance companies authorized to engage in the business of general liability insurance in the state of Florida, and shall provide for payment of claims on an occurrence basis. Each Owner agrees to provide the Owner's Association a certificate of insurance evidencing coverage and Owners may request copies of said coverage from the Owner's Association at a charge to be determined by the Board of Directors.

Section 11-LIENS

11.1 Liens. In the event any mechanic's lien is filed against a Tract as a result of services performed for or materials furnished to the Owner of another Tract, such Owner shall cause such lien

to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the other Owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the Owner of the Tract upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

Section 12-GENERAL

12.1 Amendment. Subject to the provisions of Paragraph 12.5 hereof, the provisions of this Section in the Declaration, Pertaining To The Mixed-Use Site, may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners of the Tracts in a written instrument duly recorded with the Clerk of Court Alachua County, Florida, in which the Mixed-Use Site is located.

12.2 Enforcement. This Mixed-Use Site Declaration may be enforced by any Owner by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the "Defaulting Owner") of an Outparcel defaults in the performance of any of its obligations pursuant to this Declaration and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from any other Owner (the "Non-defaulting Owner"), the Non-defaulting Owner shall be entitled to cure such default, provided, (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default, and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of the Non-defaulting Owner's property. Any and all expenses incurred by the Non-defaulting Owner in curing such default, together with fifteen percent (15%) per annum interest thereon shall be payable by the Defaulting Owner within thirty (30) days of written demand therefor by the Non-defaulting Owner to the Defaulting Owner. In the event of enforcement of this Declaration by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, court costs, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to five percent (5%) above the then-current prevailing rate of interest in effect in Alachua County, Florida, or (ii) the highest rate permitted by the law of the State of Florida.

12.3 Partial Invalidity. In the event any provision of this Declaration is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

12.4 Notice.

12.4.1 Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by nationally recognized air express courier or registered or by certified

mail, postage prepaid, return receipt requested, to the last address on file with the Association.

12.4.2 Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner(s), which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

12.4.3 Notice to Lender. If a lender has theretofore sent a written notice to an Owner which expressly states that it is the holder of a security interest in a Tract, describes the nature of the security interest, and sets forth the name and address of such lender, then until such Owner receives a written notice to the contrary from such lender, such Owner shall send to such lender copies of all notices which it sends to any other Owner pursuant to this Paragraph 12.4.3.

12.5 Indemnity. Each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the Exhibit "A" Property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's violation of any of the restrictions, covenants, and conditions established hereby.

12.6 Environmental Indemnification. Each Owner shall indemnify and hold harmless all other Owners from and against any and all costs, claims, suits, causes of action, losses or damages resulting from the presence or removal of Hazardous Materials stored, installed or deposited on or delivered to a Tract, during the period of ownership thereof by the indemnifying Owner. No person or entity shall be liable for acts or claims arising from acts not occurring during the period such person or entity owned or owns the Tract, to which such acts or claims relate. As used herein, the term "Hazardous Materials" means any material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by the State of Florida, the United States Government or any agency thereof including, without limitation, any and all materials defined as "Hazardous Waste", "Extremely Hazardous Waste", or "Hazardous Material" pursuant to state, federal or local government law, as amended from time to time. Each indemnifying Owner shall be responsible for all costs including, but not limited to, those resulting from monitoring, cleanup or compliance, incurred with respect to any Hazardous Materials stored, installed or deposited on or delivered to a Tract, during the period of ownership thereof by the indemnifying Owner. The terms and provisions of this Paragraph 12.6 shall be perpetual in duration.

12.7 Estoppels. At any time during the term of this Declaration, an Owner may request that the Association provide to such Owner, its mortgagee or trustee under a deed to secure debt, or prospective purchaser, within ten (10) days from such request, an estoppel letter or certificate stating that such Owner is in compliance with the terms and conditions of this Declaration, that all assessments have been paid and such other information as the requesting party shall reasonably

request, and any exceptions thereto.

12.8 No Waiver. No delay or failure on the part of any Owner in the enforcement of its rights under this Declaration shall impair enforcement, or be construed as a waiver of any such right, or constitute acquiescence by any Owner to the breach or violation thereof. No waiver by an Owner shall be valid unless made in writing and signed by the Owner, and then only to the extent expressly set forth therein.

12.9 No Merger. Declarant hereby acknowledges that as of the date hereof, Declarant owns all the Tracts, and that in the future the same person or entity may own more than one (1) Tract and/or a Tract or Tract(s). Notwithstanding same, Declarant hereby declares that the restrictions, covenants, conditions, and easements set forth herein shall apply as if each Tract had separate Owners and that there shall be no merger of same.

ARTICLE XI

ADDITIONAL RESTRICTIVE COVENANTS RELATING TO THE EXHIBIT "A" PROPERTY.

In addition to the restrictions, reservations and conditions set forth above both as are in the Declaration and in the Mixed-Use Site Declaration, the Exhibit "A" Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and the Owner's heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel. This section does not restrict the right of any Owner to install, operate and maintain a water well for use only for air conditioning/heating, and irrigation purposes.

Section 2. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board, the ARB and governmental regulations.

Section 3. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours. All trucks in excess of 3/4 ton, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description may not be parked or stored in Tower24 Village unless they are used in the business being operated on the Parcel. The only exception is during the periods of approved construction on. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pickup, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of

vehicles may be promulgated from time to time by the Board of the Association.

Section 4. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 5. Signs. Except for signage provided for in the Mixed-Use Site Declaration which apply to the Mixed-Use Site, No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on a Parcel, unless prior written approval of the ARB is obtained. The restrictions of this section shall not apply to Declarant.

Section 6. Completion of Construction. After commencement of construction of any improvements in Tower24 Village, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep streets and parking contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 7. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon the Exhibit "A" Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing in the Exhibit "A" Property. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Office Parcels or parts thereof, and from which the "service lines" run.

Section 8. Changes to Site Plan or Development Order. No Owner shall seek directly or indirectly to change or amend any aspect of the Site Plan or Development Order, which such change or amendment would in any manner affect any part of the lands included in the Site Plan and lying outside of that Owner's Parcel, including but not limited to any change in permitted density of development, permitted land use, storm water drainage requirements or otherwise, without the prior written consent of Declarant, which consent may be granted or denied by Declarant at its sole discretion, so long as Declarant owns lands within the Site Plan.

Section 9. Rights of Declarant. Declarant and/or its designee has the right to maintain upon

a portion of Tower24, Village sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

Section 10. Common Improvements and Maintenance by the Association. Declarant intends to landscape, erect signage and/or otherwise beautify the public right of way at the entrance to Tower24 Village as well as to the Common Areas within Tower24 Village, and to construct improvements thereon as Declarant deems appropriate or desirable, in the sole discretion of Declarant. The Association shall have the responsibility of maintaining all such landscaping and improvements within the Common Areas or any dedicated area not otherwise accepted for maintenance under applicable law by an governmental agency. The Association shall also maintain any common improvements installed by Declarant, if any. Such maintenance may be accomplished by contract with individuals or companies in the business of providing such maintenance.

ARTICLE XII

AMENDMENT BY DECLARANT

Declarant, as long as Declarant owns lands within the Exhibit "A" Property (both as to the Exhibit "A" Property or any other property later added) and for a period of twenty (20) years thereafter, reserves and shall have the sole right to:

(a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;

(b) amend this Declaration for the purpose of adding additional real property as part of the Exhibit "A" Property.

(c) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained;

(d) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; and

(e) amend this Declaration without vote or consent of the Owners of Parcels in the Exhibit "A" Property, in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Owner's Association .

(f) amend this Declaration for any matter related to site planning, architectural standards, signage, parking requirements and for such other development and construction issues that may arise. This right retained by Declarant does not apply to Lot 53 in Tower24 Village unless agreed to by the

owner of Lot 53.

(g) any amendment to this Declaration which alters any provision relating to the Drainage System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have prior written approval of the District.

ARTICLE XIII

RESTRICTION AS TO ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of Declarant for so long as Declarant owns any lands in the Exhibit "A" Property and for a period of twenty (20) years thereafter, and thereafter without the prior written approval of the Board may impose any additional covenants or restrictions on any part of the Exhibit "A" Property.

ARTICLE XIV

OTHER AMENDMENTS

Declarant for so long as it owns any portion of the Exhibit "A" Property or any property annexed hereto and for a period of twenty (20) years there after may unilaterally amend this Declaration.

A proposed amendment may be initiated by the Owner's Association, or by petition signed by fifteen percent (15%) of the Owners in the Owner's Association. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County.

So long as Declarant shall own any lands which are subject to potential annexation, no Declarant related amendment shall be made to this Declaration, or the Articles or By-laws of the Owner's Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to Declarant

in a manner different from the manner in which it relates to other Owners.

- b. Modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status.
- c. Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Owner's Association .
- d. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.
- e. Denies the right of Declarant to convey to the Mixed-Use Site Common Property.
- f. Modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.
- g. Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

Any amendment pursuant to this Article XIV which alters any provision relating to the Drainage System beyond maintenance in its original condition, including the water management portions of the Common Areas must have prior written approval of the District.

ARTICLE XV

DURATION AND TERMINATION

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 Declarant, the Owner's Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by Declarant and the then holders of eighty percent (80%) of the votes in the Owner's Association and all mortgagees agreeing to terminate said covenants and restrictions.

Notwithstanding the above, the Declaration may not be terminated unless the Drainage System has been dedicated to and accepted for maintenance by the appropriate unit of the governmental agency having jurisdiction over the Drainage System or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the District and the

local governmental agency having jurisdiction over the Drainage System through modification or any and all permits or authorizations issued by the District or the local governmental agency having jurisdiction over the Drainage System. Such modification shall be made under the lawfully adopted rules of the District and the local governmental agency having jurisdiction over the Drainage System, in effect at the time of application for such modification.

ARTICLE XVI

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Owner's Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, its successors or assigns, or the Owner's Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Owner's Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and By-laws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the By-laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause that Owner's lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, By-laws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations. Each Owner is required to obtain from its tenant written acknowledgment of this Section and shall provide a copy of the same to the Owner's Association .

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, By-laws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. Establishment of Fines for Failure to Abide by the terms and conditions of this Declaration.

a. In carrying out its enforcement powers granted herein, the Owner's Association acting through its Board of Directors is empowered on behalf of the Association, to enforce the restrictive covenants and other obligations of the Owners set forth in this Declaration.

The Association shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records of the Association, or by delivery of a copy of such notice to the Property. Such notice shall specify the following:

1. The nature of the alleged violation.
2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.
3. The time within which such action to correct the violation must be taken by the Owner.
4. The time and place of the next meeting of the Board of Directors at which alleged violations which are controverted by the Owner will be heard and the time, place, and person upon whom notice of a requested hearing must be given.

b. The Owner must either correct the alleged violation within the time specified in the notice or give written notice within the time specified in the notice that the matter is contested and a hearing is requested at the next meeting of the Board of Directors. The Owner may present any material or circumstances concerning the alleged violation that the Owner wishes the Board of Directors to consider at or prior to the meeting date specified. In the event that no written material for consideration by the Board of Directors is submitted nor a written request for hearing is submitted as provided for in the notice within the time specified within the notice, the alleged violation shall be deemed admitted by the Owner. The time imposed for correction of an alleged violation may be extended for good cause shown at the discretion of the Board of Directors, and shall be extended through the date of hearing and any appeal properly applied for by the Owner under the provisions of this Article.

c. The Board of Directors may impose fines upon an Owner for violations based upon the following:

1. Initial violation, maximum \$100.00.

2. Second violation, of the same Owner, maximum \$250.00.
3. Third and subsequent violations of the same Owner, maximum \$500.00 per violation.
4. Fourth and subsequent violations for the same Owner, maximum \$1,000.00 per violation.
5. Additional amounts for continuing violations not corrected within time imposed for abatement or extension thereof, maximum per day after expiration of corrective period: \$25.00.

d. The Board of Directors shall have the right to appoint a Covenant Committee of not fewer than three (3) nor more than seven (7) members. If such a committee is formed it shall have the power to enforce the terms and conditions of this Declaration on behalf of the Association in the same manner as granted the Board of Directors as set forth above. Provided however:

(i) all fines imposed by the Covenant Committee are subject to review by the Board of Directors of the Association upon the written request of the affected Owner to the Board of Directors made within 15 days from the levy of such fine. If no such request is made within said 15 day period, it shall be presumed that the Owner has consented to the imposition of the fine as levied.

(ii) all fines shall be the personal obligation of the Owner, and shall be treated as a special assessment against the property the subject of the violation.

(iii) all actions of the Covenant Committee shall be subject to review by the Board of Directors of the Association provided a timely request for the review is made by the affected Owner. Except as otherwise provided herein, a request for review must be made by the affected Owner within 15 days from the date the decision in question is made by the Covenant Committee .

(e) The remedies provided for in this Article XVI are cumulative, and are in addition to all other sanctions and remedies provided for in this Declaration and available at law or in equity.

Section 6. Enforcement by St. Johns Water Management District. The District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Drainage System, as well as any and all other provisions contained in this Declaration that in any way relate to the permit issued by the District. The District's right to enforce this Declaration by proceedings at law or in equity shall survive any dissolution of the Owner's Association and may be enforced by the District against the Owner's Association and/or the Owners. Should the District bring an action at law or in equity to enforce any provisions of the Declaration and should it be determined in any such proceedings that the Owner's Association or any Owner breached any of the provisions of this Declaration or failed to completely and timely comply with any terms of this Declaration that relate to the Drainage System, the District shall be entitled to an award of reasonable attorney fees and costs incurred by the District in such proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida, for any such attorney fees and cost awarded to the District by any court or administrative body.

ARTICLE XVII

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Owner's Association at the time of such mailing, unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Declaration.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Declarant:

**TOWER24, LLC, a Florida limited
liability company**

BY: The Robert R. Rowe Family Limited
Partnership, its Manager

BY: Robert R. Rowe
Robert R. Rowe, its General Partner

Dorine E. Erickson
Print Name: Dorine E. Erickson

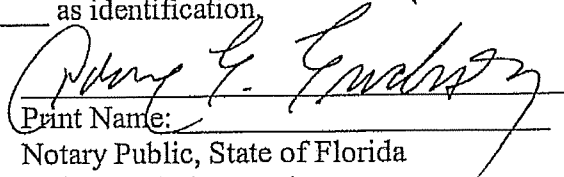
Jenese Bolduc
Print Name: Jenese Bolduc

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of May, 2007, by Robert R. Rowe as the General Partner of The Robert R. Rowe Family Limited Partnership, the Manager of

Tower24, LLC, a Florida limited liability company on behalf of the General Partner on behalf of the company. Such person(s):

- is/are personally known to me.
- produced a current Florida Driver's license as identification.
- produced _____ as identification.



Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Serial Number, if any: _____


(NOTARY PUBLIC-STATE OF FLORIDA
 Dorene E. Erickson
Commission # DD450986
Expires: JULY 31, 2009
Bonded Thru Atlantic Bonding Co., Inc.

EXHIBIT "A"
Page 1 of 3

PARCEL 1

A portion of the North 662.50 feet of the East 1100.00 feet of Section 17, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 17, Township 10 South, Range 19 East, Alachua County, Florida, and run thence South 89° 14' 03" West, along the North boundary of said Section 17, a distance of 50.00 feet to a point on the Westerly right-of-way line of SW 75th Street (100' right-of-way); thence South 00° 46' 52" East along said Westerly right-of-way line, 247.00 feet to the NE corner of that certain parcel of land as described in Official Records Book 968, Page 833, Public Records of Alachua County, Florida, and the Point of Beginning; thence continue South 00° 46' 52" East, along said Westerly right-of-way line, 415.67 feet to the SE corner of said certain parcel of land; thence South 89° 12' 12" West, along the Northerly boundary of Grande View Estates, a Subdivision as per plat thereof, recorded in Plat Book H, Page 93 of said Public Records, and the Southerly line of said certain parcel of land, 253.00 feet to a corner of said certain parcel of land; thence North 00° 46' 52" West, along the Westerly line of the East 303.00 feet of said Section 17, a distance of 207.80 feet to a corner of said certain parcel of land; thence South 89° 14' 03" West, along the Southerly line of the North 455 feet of said Section 17, a distance of 586.00 feet to a corner of said certain parcel of land; thence North 00° 46' 52" West, along the Westerly line of the East 889.00 feet of said Section 17, a distance of 208.00 feet to the NW corner of said certain parcel of land; thence North 89° 14' 03" East, along the Northerly line of the South 208.00 feet of the North 455.00 feet of said Section 17, a distance of 839.00 feet to said NE corner of said certain parcel of land and the Point of Beginning.

PARCEL 2

A portion of the North 662.50 feet of the East 1100.00 feet of Section 17, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 17, Township 10 South, Range 19 East, Alachua County, Florida, and run thence South 89° 14' 03" West, along the North boundary of said Section 17, a distance of 50.00 feet to a point on the Westerly right-of-way line of SW 75th Street (100' right-of-way); thence South 00° 46' 52" East, along said Westerly right-of-way line, 75.00 feet to the Point of Beginning; thence continue South 00° 46' 52" East, along said Westerly right-of-way line, 172.00 feet to the NE corner of that certain parcel of land as described in Official Records Book 968, Page 833 of the Public Records of Alachua County, Florida; thence South 89° 14' 03" West, along the Northerly line of the South 208.00 feet of the North 455.00 feet of said Section 17, a distance of 839.00 feet to the NW corner of said certain parcel of land; thence North 00° 46' 52" West, along the Westerly line of the East 889.00 feet of said Section 17, a distance of 207.00 feet to a point on the Southerly right-of-way line of SW 24th Avenue; thence North 89° 14' 03" East, along said Southerly right-of-way line, 40.00 feet Southerly of (measured perpendicular) and parallel with said North

EXHIBIT "A"

Page 2 of 3

boundary of Section 17, a distance of 394.00 feet to the NW corner of that certain parcel of land as described in Official Records Book 2050, Page 1221 et seq. of said Public Records; thence South $00^{\circ} 45' 57''$ East, 10.00 feet to the SW corner of said certain parcel (Official Records Book 2050, Page 1221 et seq.); thence North $89^{\circ} 14' 03''$ East, along said Southerly right-of-way line, and the Southerly line of said certain parcel (Official Records Book 2050, Page 1221 et seq.) 420.00 feet; thence South $45^{\circ} 46' 25''$ East, along said Southerly right-of-way line and the Southerly line of said certain parcel (Official Records Book 2050, Page 1221 et seq.), 35.36 feet to the Point of Beginning.

PARCEL 3

A portion of the North 662.50 feet of the East 1100.00 feet of Section 17, Township 10 south, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the NE corner of Section 17, Township 10 South, Range 19 East, Alachua County, Florida, and run thence South $89^{\circ} 14' 03''$ West, along the North boundary of said Section 17, a distance of 50.00 feet to a point on the Westerly right-of-way line of SW 75th Street (100' right-of-way); thence South $00^{\circ} 46' 52''$ East, along said Westerly right-of-way line, 662.67 feet to the SE corner of that certain tract of land as described in Official Records Book 898, Page 88, Public Records of Alachua County, Florida; thence South $89^{\circ} 12' 12''$ West, along the Southerly line of said certain tract of land, and the Northerly boundary of Grande View Estates, a Subdivision as per plat thereof recorded in Plat Book H, Page 93 of said Public Records, 253.00 feet to the Point of Beginning; thence continue South $89^{\circ} 12' 12''$ West, 795.81 feet to the SW corner of said certain tract of land and the NW corner of said Grande View Estates; thence North $00^{\circ} 53' 57''$ West, 623.23 feet to the NW corner of said certain tract of land and a point on the Southerly right-of-way line of SW 24th Avenue (80' right-of-way); thence North $89^{\circ} 14' 03''$ East, along said Southerly right-of-way line, 40.00 feet Southerly of (measured perpendicular) and parallel with said North boundary of Section 17, a distance of 211.10 feet; thence South $00^{\circ} 46' 52''$ East, along the Westerly line of the East 889 feet of said Section 17, a distance of 415.00 feet to a point on the Southerly line of the North 455.00 feet of said Section 17; thence North $89^{\circ} 14' 03''$ East, along said Southerly line of the North 455.00 feet, a distance of 586.00 feet to a point on the Westerly line of the East 303.00 feet of said Section 17; thence South $00^{\circ} 46' 52''$ East, along said West line of the East 303.00 feet, a distance of 207.80 feet to the Point of Beginning.

LEGAL DESCRIPTION: (BY SURVEYOR)

A PORTION OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°14'03" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION 17, A DISTANCE OF 49.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET (100' RIGHT-OF-WAY); THENCE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 75.00 FEET TO A POINT BEING A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2199 PAGE 2227 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 171.96 FEET TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075) AT THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS; THENCE CONTINUING SOUTH 00°46'52" EAST ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET A DISTANCE OF 415.69 FEET TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075) ON THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°12'43" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 253.01 FEET TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075); THENCE SOUTH 89°17'44" WEST ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS 796.45 TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075) ON THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS; THENCE NORTH 00°50'10" WEST, ALONG THE SAID WESTERLY LINE, A DISTANCE OF 622.50 FEET TO A FOUND CONCRETE MONUMENT (LB 5075) ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW 24TH AVENUE; THENCE NORTH 89°13'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 211.10 FEET TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075); THENCE CONTINUING ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°14'52" EAST, A DISTANCE OF 393.99 FEET TO A FOUND CONCRETE MONUMENT (LB 2389) AT THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2050, PAGE 1221 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°47'15" EAST, ALONG THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2050 PAGE 1221 OF SAID PUBLIC RECORDS A DISTANCE OF 10.01 FEET TO A FOUND CONCRETE MONUMENT (LB 2389) AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2050, PAGE 1221 OF SAID PUBLIC RECORDS; THENCE NORTH 89°14'10" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE SAID OFFICIAL RECORDS BOOK 2050, PAGE 1221, A DISTANCE OF 419.97 FEET TO A FOUND 5/8" ROD AND CAP (REPLACED WITH CONCRETE MONUMENT LB 5075); THENCE SOUTH 45°42'12" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2050, PAGE 1221 OF SAID PUBLIC RECORDS, 35.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.897 ACRES MORE OR LESS.

MIXED USE AREA LEGAL DESCRIPTION:

A PORTION OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°14'03" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION 17, A DISTANCE OF 49.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET (100' RIGHT-OF-WAY); THENCE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 75.00 FEET; THENCE CONTINUE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2199 PAGE 2227 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 171.96 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS; THENCE CONTINUING SOUTH 00°46'52" EAST ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET A DISTANCE OF 232.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°46'52" EAST ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET A DISTANCE OF 183.55 FEET TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°12'43" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 253.01 FEET; THENCE SOUTH 89°17'44" WEST ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS A DISTANCE OF 282.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°45'50" WEST, A DISTANCE OF 612.72 FEET; THENCE NORTH 89°14'52" EAST, A DISTANCE OF 89.85 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2050, PAGE 1221 OF SAID PUBLIC RECORDS; THENCE NORTH 89°14'10" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SW 24TH AVENUE, AND THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE SAID OFFICIAL RECORDS BOOK 2050, PAGE 1221, A DISTANCE OF 347.24 FEET; THENCE SOUTH 01°05'41" EAST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE SAID OFFICIAL RECORDS BOOK 2050, PAGE 1221, A DISTANCE OF 1.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 128.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°19'52" EAST, 33.64 FEET; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'00", AN ARC DISTANCE OF 33.73 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 78.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°27'26" EAST, 30.63 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'52", AN ARC DISTANCE OF 30.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 103.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°32'44" EAST, 55.36 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°10'33", AN ARC DISTANCE OF 56.04 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 328.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°00'19" EAST, 45.22 FEET; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°54'17", AN ARC DISTANCE OF 45.25 FEET TO THE END OF SAID CURVE; THENCE SOUTH 01°14'45" EAST, A DISTANCE OF 221.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1020.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°26'51" EAST, 79.98 FEET; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°29'38", AN ARC DISTANCE OF 80.00 FEET TO

EXHIBIT "B"
PAGE 2 OF 2

INSTRUMENT # 2341408
84 PGS

THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 980.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°28'47" EAST, 7.34 FEET; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'44", AN ARC DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.42 ACRES MORE OR LESS.

EXHIBIT "C"

INSTRUMENT # 2341408
84 PGS

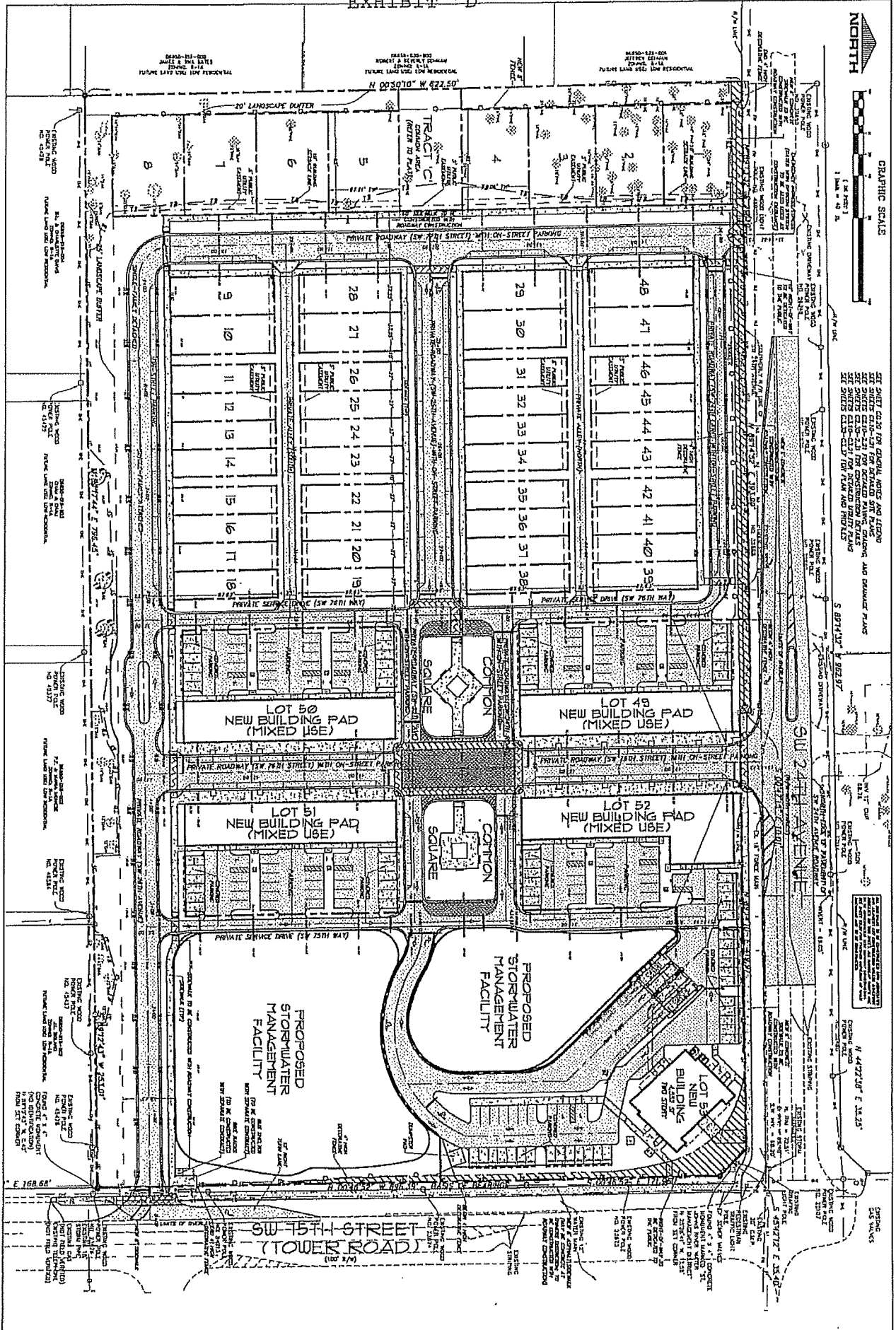
RESIDENTIAL AREA LEGAL DESCRIPTION:

A PORTION OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°14'03" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION 17, A DISTANCE OF 49.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET (100' RIGHT-OF-WAY); THENCE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 75.00 FEET; THENCE CONTINUE SOUTH 00°46'52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2199 PAGE 2227 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 171.96 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS; THENCE CONTINUING SOUTH 00°46'52" EAST ALONG THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF THE SAID PUBLIC RECORDS AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW 75TH STREET A DISTANCE OF 415.69 FEET TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2363 PAGE 1614 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°12'43" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 253.01 FEET; THENCE SOUTH 89°17'44" WEST ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS 282.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°17'44" WEST ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS, A DISTANCE OF 514.45 TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 933 PAGE 573 OF THE SAID PUBLIC RECORDS; THENCE NORTH 00°50'10" WEST, ALONG THE SAID WESTERLY LINE, A DISTANCE OF 612.50 FEET; THENCE NORTH 89°13'32" EAST, A DISTANCE OF 211.08 FEET; THENCE NORTH 89°14'52" EAST, A DISTANCE OF 304.14 FEET; THENCE SOUTH 00°45'50" EAST, A DISTANCE OF 612.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.24 ACRES MORE OR LESS.

EXHIBIT "D"



GRAPHIC SCALE
1" = 20' 0"

SEE SHEET 8234 FOR GENERAL NOTES AND LEGEND
SEE SHEET 8234 FOR EXISTING UTILITIES, ELEVATIONS AND EXISTING PLANS
SEE SHEET 8234 FOR EXISTING UTILITIES, ELEVATIONS AND EXISTING PLANS
SEE SHEET 8234 FOR EXISTING UTILITIES, ELEVATIONS AND EXISTING PLANS
SEE SHEET 8234 FOR EXISTING UTILITIES, ELEVATIONS AND EXISTING PLANS

SW 24TH AVENUE
SW 75TH STREET (TOWER ROAD)

PROJECT NO.	2341408	DATE	NOVEMBER 24, 2005
CLIENT	TRACIC, LLC	SCALE	C1.00
PROJECT NAME	WATER MANAGEMENT CONTROL AND SITE PLAN	PROJECT NO.	04-408.D1
DESIGNER	Causseaux & Ellington, Inc. Engineering • Surveying • Planning 4111 NW 18th Place, Fort Lauderdale, Florida 33307 Phone: (954) 311-1174 Fax: (954) 311-1176	PROJECT NO.	04-408.D1
DATE	NOVEMBER 24, 2005	PROJECT NO.	04-408.D1
PROJECT NAME	WATER MANAGEMENT CONTROL AND SITE PLAN	PROJECT NO.	04-408.D1
DESIGNER	Causseaux & Ellington, Inc.	PROJECT NO.	04-408.D1