

This Document Prepared By:
James L. Thompson
13475 Middlefield Road
Tallahassee, FL 32309

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BOB INZER, CLERK OF COURTS

DECLARATION OF COVENANTS AND RESTRICTIONS OF WHITE OAK FARMS

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 7th day of February, 2007, by **WHITE OAK FARMS, LLC**, a Florida Limited Liability Company, hereinafter referred to as "Developer",

WITNESSETH

WHEREAS, Developer is the Owner of certain property described in Article II of this Declaration and desires to create thereon a residential community of the said residential community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said residential community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and enforcing the Covenants and Restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a corporation, **WHITE OAK FARMS HOMEOWNERS ASSOCIATION, INC.**, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer hereby declares that all of the property described in Exhibit "A" is and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to WHITE OAK FARMS Homeowners Association, Inc.

Section 2. "Board" shall mean and refer to the Board of Directors of the WHITE OAK FARMS Homeowners Association, Inc.

Section 3. "Common Properties" shall mean and refer to any access easements, and drainage easements shown on Exhibit "A".

Section 4. "Developer" shall mean and refer to White Oak Farms, LLC, or its assigns and successors in interest.

Section 5. "Lot" shall mean and refer to any plot of land depicted in the recorded Limited Partition drawings and legal descriptions of WHITE OAK FARMS.

Section 6. "Unoccupied Lot" shall mean vacant lot with no home on it.

Section 7. "Occupied Lot" shall mean any lot with a home on it that has ever been occupied by a person.

Section 8. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Owner in Good Standing" 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 10. "The Properties" shall mean and refer to all existing properties depicted in the recorded Limited Partition drawings and legal descriptions of WHITE OAK FARMS, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

ARTICLE II
Property Subject to this Declaration

The real property which is, and shall be held, transferred, sold conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto and made a part thereof.

Additional units may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer.

ARTICLE III
Enforcement, Membership and Voting Rights

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

Section 2. Voting Rights. The Association shall have one (1) class of voting membership which shall be all Owners, including the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 3. Board of Directors. The members shall be allowed to elect all directors of the Board of Directors of the Association on a one-vote-per-lot basis, and the first election shall be held before more than fifty percent(50%) of the Lots have been sold or conveyed by the Developer.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein shall in no event be deemed a waiver nor the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and

Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which become owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created harmless.

ARTICLE IV

Covenant for Maintenance Assessments

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

- (1) Annual assessments or charges.
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Special assessments against individual Owners under this ARTICLE of this Declaration

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, which shall include but not be limited to maintenance of the Property and a reasonable contribution to a reserve account for future repairs or replacement.

Section 3. Maximum Annual Assessment. Until July 1 of the year immediately following the construction of the private roads and common facilities, the maximum annual assessment shall be \$100 per Lot.

From and after July 1 of the year immediately following the construction of the private roads and common facilities, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half (1/2) of all the votes of each class of membership shall constitute a quorum.

The quorum required for any action authorized by the change in Maximum Annual Assessment Increase provision or Special Assessment provision shall be as follows:

At the first meeting called, as provided in those provisions, the presence at the meeting of members, proxies, or a combination thereof entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required is not forthcoming at said meeting, another meeting may be called subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments, other than assessments under Article XVII of this Declaration, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association. Notwithstanding anything to the contrary contained herein, until Developer has sold or deeded away more than 50% of the Lots, Developer shall not be required to pay dues on unimproved Lots, so long as Developer funds any deficit in the cost operating the Association caused by his nonpayment. When more than 50% of the lots have been sold or deed away by the developer, Developer owned Lots will be subject to that portion of the assessment representing maintenance costs of the roads and common facilities. When more than 75% of the lots have been sold or deed away by the developer, Developer owned lots will be

subject to that portion of the assessment representing the contribution to a reserve account in addition to that portion of the assessment representing the maintenance costs of the roads and common facilities.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall begin within one (1) year from the construction of the private roads and common facilities, and shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs and/or replacements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be collected semi-annually, with the due date on January 1 and July 1 of each year. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Special Assessment for Damage Repair. Any damage to Common Properties, or any other property for which the Association is responsible which is brought about by the negligent act of an owner or any guest or invitee of an owner shall be the responsibility of the owner. The cost of repairing such damage shall be billed by special assessment to the owner responsible for the damage and shall be due and payable upon receipt of the bill.

Section 8. Assessment for Willful or Negligent Acts of Owners, Family, Guests, Etc. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 9. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days from the date of delinquency shall bear interest at the

highest rate allowable by law. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees, and costs, and may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by abandonment of his Lot.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, or the bona fide conveyance to a mortgage in satisfaction of a first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Costs for Enforcement. Any member of the Association who fails to maintain his property consistent with these Covenants and Restrictions shall be liable to the Association for all costs reasonably incurred by the Association for the purpose of conforming such property with these Covenants and Restrictions plus a twenty-five percent (25%) service charge on the first \$100 of costs incurred by the Association and fifteen percent (15%) service charge on the balance of any such costs or expenses. Once a member locates a home on his lot he is required to maintain that lot in a reasonable manner consistent with these Covenants and Restrictions, including yard maintenance, driveway maintenance, home maintenance, and any other maintenance required to keep the home and lot in a prudent and well maintained condition.

Section 12. Exempt Property. All property dedicated to, and accepted by, a local public authority, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida, shall be exempt from the assessments created herein.

ARTICLE V

Easements and Dedication

Section 1. Utility, Drainage, and Access Easements. The Developer hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Developer, the Association, the Owners, their Grantees, heirs, and successors in interest for the Common Properties, ingress and egress, utility, drainage, and landscape purposes as depicted on Exhibit "A". Prior to 70 % of the lots being sold or deceded away, the Developer shall grant easements to said streets, facilities and other Common Properties to the Association.

Section 2. Maintenance and Interference. Each easement provided for herein (Except for Conservation Easements "A" through "H") shall be maintained by the Association until such time as upon two-thirds (2/3) vote of two-thirds (2/3) of the owners of property abutting such easement or encumbered by such easement, such easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of any of the conservation easements or access easements located on the Properties, unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VI

Architectural Control

No building, fence, wall, outbuilding, dock or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be mad to the landscaping of a Parcel, until the plans and specification showing the nature, kind shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives named in this Article or subsequently

appointed by the Board of Directors of the Association (the "Architectural Control Committee), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications all terms and conditions of this declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be comprised of James L. Thompson, Thomas M. Larson, & Jenna A. Larson, who shall serve until all Parcels are sold and transferred by the Declarant. In the event any of the initial members resign or become unable or unwilling to serve prior to the sale, conveyance and improvement to all Parcels, the Declarant shall have the right to appoint the replacement to the Architectural Committee. Thereafter, all members shall be appointed by and serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specification to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan. The landscape plan maybe submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

- (5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Control Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Parcels is to maintain the value of all Parcels and to protect all Parcel Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Parcels.
- (2) General quality in comparison with the existing or proposed improvements to be made.
- (3) Location in relation of surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Parcel, prior to construction, standards and requirements relating to excavations, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, the color and composition of roofing materials, the color and composition of brick or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Parcel to Parcel and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

ARTICLE VII
Land Use and Building Type

No Parcel shall be used except for single family residential and/or agricultural/farm-related purposes and such other purposes set forth in this Declaration. No mobile home will be permitted either temporarily or permanently upon any of the Properties described in attached Exhibit "A". The heated and cooled square footage of any home shall not be less than twenty-five hundred (2500) square feet, and for two story homes, no less than fifteen hundred (1500) square feet on the first floor as viewed from the front. No single family dwelling, barn stable, outbuilding, landscaping or improvement of any type shall be erected, altered, installed placed or permitted to remain on any Parcel other than such structures as may be approved by the Architectural Committee.

ARTICLE VIII
Subdivision of Parcel

No property owner may subdivide or partition any parcel or lot into parcels containing less than 10 acres and all such subdivisions or partitions shall be effected in accordance with all ordinances and laws relating thereto which may then be in effect.

ARTICLE IX
Building, Driveway and Fence Location

In the absence of a written variance by the Architectural Control Committee, no building shall be located on any Parcel: nearer than fifty (50) feet to the front Parcel line; nearer than fifty (50) feet to the rear Parcel line; or nearer than fifty (50) feet to a side-interior Parcel line. For the purposes of this Article IX, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than ten (10) feet to an interior Parcel line except a back-up turn-around pad may be located as near

as five (5) feet to a Parcel line. No fence shall be located on the property until its location and the type of materials have been approved by the Architectural Committee. The Board of Directors of the Association or an Architectural Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE X Nuisances

No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XI Signs

No sign of any kind shall be displayed to the public view on any Parcel except one sign of not more than five square feet to advertise the property for sale or lease.

ARTICLE XII Boats, Trailers, Recreational Vehicles and Activities

No boat, trailer, motorcycles, motor homes, campers, vans, planes or recreational vehicle may be on any roadway or on any Parcel except within an enclosed structure without the approval of the Architectural Committee. The pursuit of hobbies or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed area.

ARTICLE XIII

Pets, Livestock and Poultry

Dogs and cats are permitted but must be confined to the owners of the property. Kennels and commercial livestock operations are forbidden. Swine or commercial livestock are not permitted. An owner may not keep more than one horse per acre owned at any time, other than the foal of one of the horses, which shall be permitted until it reaches the age of one year. An owner may not keep more than one farm animal per two acres owned at any time.

ARTICLE XIV

Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an Architectural Committee appointed by the Board.

ARTICLE XV

Garbage and Refuse Disposal

All equipment and receptacles for the storage or disposal of scraps, litter, leaves, limbs, rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition and shall not be visible from the access easement except for collection.

ARTICLE XVI

Environmental Issues

Section 1. Special Environmental Provisions and Restrictions

(a) Owners of Lots 1 & 2 are advised that there are wetlands present on said lots. Lot owners are advised that wetlands are protected by various portions of the LDC including, but not necessarily limited to, Sections 10-187(c) and (e), 10-206, 10-222(c), and 10-346(a)(2)a.1.

(b) Conservation Easement "B", Conservation Easement "C", and Conservation Easement "D"

encompass areas of significant slopes, the 100-year floodplain, and wetland areas. Various sections of the LDC restrict activities allowed within these features. These conservation easement areas are also subject to the provisions and conditions set forth in the text of the Conservation Easement document itself. The conditions set forth in the Conservation Easement document and the applicable LDC regulations, whichever is most restrictive, shall apply as regards activities allowed within this conservation easement area unless certain activities are otherwise specifically authorized by the Conservation Easement document.

(c) Conservation Easement "A" and Conservation Easement "E" encompass portions of the Canopy Road Protection Zone associated with Moccasin Gap Road & Miccosukee Road. Various sections of the LDC restrict activities allowed within this protection zone. These include, but are not necessarily limited to, Sections 10-206, 10-292(b)(3), and 10-293(f) and (g). These conservation easement areas are also subject to the provisions and conditions set forth in the text of the Conservation Easement document itself. The conditions set forth in the Conservation Easement document and the applicable LDC regulations, whichever is most restrictive, shall apply as regards activities allowed within these conservation easement areas unless certain activities are otherwise specifically authorized by the Conservation Easement document.

(g) The Conservation Easements shall run with the land and be binding upon all owners of property within White Oak Farms, a limited partition subdivision. The Association shall have the power and authority to ensure that individual lot owners comply with the regulations cited above and with the terms and conditions of the Conservation Easement document. Failure to comply may necessitate appropriate legal actions be taken by the Association so as to enforce compliance and/or to seek any restitution necessary to mitigate damages arising from an individual's failure to abide by these provisions. Property owners are further advised that Leon County also has the authority to enforce compliance with these provisions.

(h) The Conservation Easements shall run with the land and be binding upon all owners of property within White Oak Farms, a limited partition subdivision. This covenant may be specifically enforced by an action at law or in equity by any owner, the Association, Leon County, Florida, and its applicable

governmental regulatory authority or any entity having an ownership interest therein.

Section 2. Maintenance of Conservation Easement Areas

(a) Maintenance of the conservation easement areas shall be the responsibility of the individual lot owner upon whose property a given conservation easement area or portion thereof is located. An individual lot owner will only be responsible for the maintenance of that portion of each conservation easement area located on the lot owner's property.

(b) Lot owners are encouraged to maintain each conservation easement area such that the average percent cover accounted for by invasive plant species does not exceed 5 percent and the average percent cover accounted for by nuisance plant species does not exceed 5 percent. Immediately following a maintenance event, the average percent cover by invasive plant species should be as close to 0 percent as possible. As used herein, "invasive" species are those plants listed by the Florida Exotic Pest Plant Council's (EPPC) List of Invasive Species. "Nuisance" species are native plants not listed by the EPPC but are considered undesirable due to their competitive effects, such as grapevine, cattail, dog fennel, catbriar, etc. The Leon County Department of Community Development must be contacted prior to the eradication of nuisance plants to ensure the County agrees with designating the particular plant species as being a nuisance species

(c) All maintenance and management activities performed in the Conservation Easement areas must comply with applicable best management practices set forth in Section 10-213 of the LDC.

(d) Individual lot owners whose property contains a Conservation Easement area or portion thereof recognize that the responsibilities of the Association entitles the Association or their authorized agents to enter said areas in a reasonable manner and at reasonable times to inspect these areas, to perform necessary maintenance activities, and to ensure compliance with the conditions of the easement.

(e) This covenant regarding maintenance requirements and responsibilities shall be binding upon all owners of property within White Oak Farms, a limited partition subdivision, and this covenant may be specifically enforced by an action at law or in equity by any owner, the Association, Leon County, Florida, and its applicable governmental authority or any entity having an ownership interest therein.

Article XVII

General Provisions

Section 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, after notification, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed eighty (80) percent of all of the property owners. Any amendment must be recorded.

Section 4. Annexation. No additional Land may be annexed without a vote of two-thirds of the Association

Section 7. Enforcement and Attorney's Fees. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges, and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorney's fees. Without limiting the generality of the foregoing, the prevailing party in any litigation, including, but not limited to, requiring the Association to perform its obligations in regard to annual assessments, maintaining or repairing of streets, or requiring the Developer to incorporate the Association or to perform any other action or obligation imposed on the Developer pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Development by Developer. No provisions contained herein shall prevent Developer, or Developer's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties as Developer deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Developer from maintaining such sign or signs on the Properties as Developer deems necessary or desirable for the sale or other disposition thereof nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office, including the use of the garage as a sales office thereby rendering the garage non-functional. However, neither the Developer, nor the Developer's Contractors or Subcontractors are exempt from abiding by the conditions of Article XVI, the conditions of the Conservation Easement, and the conditions of any permits issued by Leon County.

Section 9. Developer's Easements. The Developer reserves unto itself its successors, heirs, and assigns a perpetual alienable and releasable easement over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, drainage pipes, sewers, water mains, and other public conveyances or utilities on, in or over all the easements, except for conservation easements, reserved on Exhibit "A", together with the right of ingress and egress to and from the lands affected by such easements.

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. Prior to the time any individual lot is sold to a residential purchaser, these Covenants and Restrictions may be modified at will by the Developer or his successors in ownership of the entire development. Any amendment of the provisions set forth in this Declaration to meet the requirements of Leon County Code of Laws Section 10-1560.1 (a) through (n) shall require the written consent and joinder of Leon County, or a successor local government, which consent and joinder may be given by the County Attorney provided the minimum requirements are complied with, unless and until the requirement of such consent and joinder has been eliminated by a duly elected ordinance of Leon County or a successor Local government. No amendment shall affect the priority of the lien of any first mortgage on any Lot over

the lien of the assessments provided for herein, unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Signed, sealed and delivered in the presence of:

BJ Heideman
Witness: BJ Heideman

Melinda Montford
Witness: Melinda Montford

White Oak Farms, LLC, a Florida
Limited Liability Company, Developer

James L. Thompson
James L. Thompson, Managing Member

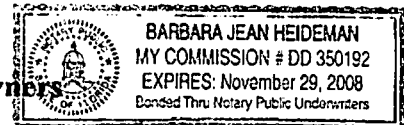
Thomas M. Larson
Thomas M. Larson, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, appeared James L. Thompson, a married man, managing member, and Thomas M. Larson, a married man, managing member, who is personally known to me or presented _____ as identification, and who executed the foregoing instrument for the purposes intended.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February 2007.

Barbara Jean Heideman
Notary Public



Signed, sealed and delivered in
the presence of:

BJ Heideman
Witness: BJ Heideman
Melinda Montford
Witness: Melinda Montford

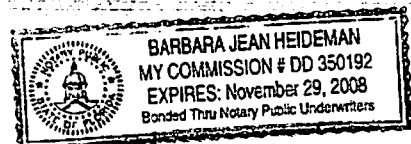
White Oak Farms Homeowners
Association,
Inc., a Florida corporation

James L. Thompson
By: James L. Thompson, President

I HEREBY CERTIFY that on this day before me, appeared James L. Thompson, President, on behalf of White Oak Farms Homeowners Association, Inc., a Florida corporation, who is personally known to me or who presented _____ as identification and who executed the foregoing instrument for the purposes intended.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February 2007.

Barbara Jean Heideman
Notary Public



PARENT TRACT:

Commence at an iron rod marking the Northeast corner of Section 8, Township 2 North, Range 3 East, Leon County, Florida and run thence North 89 degrees 58 minutes 23 seconds West 1346.52 feet to the Northeast Corner of the Northwest Quarter of said Section 8, thence run South 00 degrees 19 minutes 35 seconds West 1228.98 feet to an iron rod and cap #5831, thence continue South 00 degrees 19 minutes 35 seconds West 1419.70 feet to an iron pipe marking the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 8, thence run North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and cap #5831 lying on the Easterly right-of-way boundary of said Section 8, thence continue North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and 81.0 feet to an iron rod and cap #5831 lying on the Westerly boundary of said Miccosukee Road for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 28 minutes 37 seconds West 1059.53 feet to an iron pipe, thence North 01 degrees 05 minutes 05 seconds East 794.83 feet to an iron rod and cap #5831 lying on the Southerly right-of-way boundary of Moccasin Gap Road (66 foot right-of-way), thence North 01 degrees 05 minutes 05 seconds East 794.83 feet to an iron rod and cap #5831 lying on the boundary a distance of 297.3 feet to an iron rod and cap #5831 marking a point of curve to the left, thence along said right-of-way curve with a radius of 1179.28 feet through a central angle of 17 degrees 05 minutes 43 seconds for an arc distance of 351.86 feet (chord of said arc being South 87 degrees 51 minutes 29 seconds East 350.56 feet) to an iron pipe, thence leaving said Southerly right-of-way boundary the following courses and distances: run Southwesterly along said Southerly right-of-way boundary run South 00 degrees 01 minutes 51 seconds East 34.68 feet to an iron pipe, thence South 80 degrees 32 minutes 38 seconds East 719.92 feet to an iron pipe, thence South 77 degrees 26 minutes 00 seconds East 885.66 feet to an iron rod and cap #5831 lying on the aforesaid Westerly right-of-way boundary of Miccosukee Road, thence run Southwesterly along said Westerly right-of-way boundary the following courses and distances: run Southwesterly along a curve concave Northwesterly with a radius of 990.93 feet through a central angle of 41 degrees 34 minutes 52 seconds for an arc distance of 719.15 feet (chord of said arc being South 51 degrees 27 minutes 40 seconds West 703.47 feet) to a concrete monument, thence South 72 degrees 15 minutes 06 seconds West 33.38 feet to a concrete monument marking a point of curve to the left, thence along said curve with a radius of 602.96 feet through a central angle of 29 degrees 26 minutes 47 seconds for an arc distance of 309.88 feet (chord of said arc being South 57 degrees 31 minutes 43 seconds West 305.48 feet) to a concrete monument, thence South 42 degrees 48 minutes 19 seconds West 546.80 feet to the POINT OF BEGINNING. Containing 44.54 acres, more or less.

LOT 1:

Commence at an iron rod marking the Northeast corner of Section 8, Township 2 North, Range 3 East, Leon County, Florida and run thence North 89 degrees 58 minutes 23 seconds West 1346.52 feet to the Northeast Corner of the Northwest Quarter of said Section 8, thence run South 00 degrees 19 minutes 35 seconds West 1228.98 feet to an iron rod and cap #5831, thence continue South 00 degrees 19 minutes 35 seconds West 1419.70 feet to an iron pipe marking the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 8, thence run North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and cap #5831 lying on the Easterly right-of-way boundary of said Section 8, thence continue North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and 81.0 feet to an iron rod and cap #5831 lying on the Westerly boundary of said Miccosukee Road, thence North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and cap #5831 lying on the Southerly right-of-way boundary of Moccasin Gap Road (66 foot right-of-way), thence North 01 degrees 05 minutes 05 seconds East 794.83 feet to an iron rod and cap #5831 lying on the boundary a distance of 297.3 feet to an iron rod and cap #5831 marking a point of curve to the left, thence along said right-of-way curve with a radius of 1179.28 feet through a central angle of 17 degrees 05 minutes 43 seconds for an arc distance of 351.86 feet (chord of said arc being South 87 degrees 51 minutes 29 seconds East 350.56 feet) to an iron pipe, thence leaving said Southerly right-of-way boundary the following courses and distances: run Southwesterly along said Southerly right-of-way boundary run South 00 degrees 01 minutes 51 seconds East 34.68 feet to an iron pipe, thence South 80 degrees 32 minutes 38 seconds East 719.92 feet to an iron pipe, thence South 77 degrees 26 minutes 00 seconds East 885.66 feet to an iron rod and cap #5831 lying on the aforesaid Westerly right-of-way boundary of Miccosukee Road, thence run Southwesterly along said Westerly right-of-way boundary the following courses and distances: run Southwesterly along a curve concave Northwesterly with a radius of 990.93 feet through a central angle of 41 degrees 34 minutes 52 seconds for an arc distance of 719.15 feet (chord of said arc being South 51 degrees 27 minutes 40 seconds West 703.47 feet) to a concrete monument, thence South 72 degrees 15 minutes 06 seconds West 33.38 feet to a concrete monument marking a point of curve to the left, thence along said curve with a radius of 602.96 feet through a central angle of 29 degrees 26 minutes 47 seconds for an arc distance of 309.88 feet (chord of said arc being South 57 degrees 31 minutes 43 seconds West 305.48 feet) to a concrete monument, thence South 42 degrees 48 minutes 19 seconds West 546.80 feet to the POINT OF BEGINNING. Containing 12.25 acres, more or less.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY AND PROPOSED LOT LAYOUT FOR: WHITE OAK FARMS, L.L.C.

FILE NO.	105425
P.S.R. NO.	958-09-05
DRAWING DATE	2/22/06
SCALE	1"=300'
SURVEY DATE	9/26/05
BODK	79/49, 50, & 55
DRAWN BY	SVB
VESTLP.DVG	

GEORGE E. GUNN, JR.
SURVEYING AND MAPPING

1819 WELBY WAY
TALLAHASSEE, FLORIDA 32308
PHONE: (850) 386-6742
FAX: (850) 386-6239

CERTIFICATE OF AUTHORIZATION NO. LB 0007172

I HEREBY CERTIFY THAT ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12044 DTS D, EFFECTIVE NOVEMBER 19, 1997, THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, INC. (FBS&M) CHAPTER 61G-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.02, FLORIDA STATUTES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE UNRECORDED, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PARCEL.

DATE 2/15/07

GEORGE E. GUNN, JR.
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5831

SHEET 2 OF 4

REVISIONS: 01-10-07, ADDED SWALE DETAILS, SEA / 02-02-07, ADDED INGRESS, EGRESS, AND UTILITY EASEMENTS, SWB

- NOTES:
- 1) THIS SURVEY IS DEPENDENT ON EXISTING MONUMENTATION.
 - 2) NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
 - 3) ALL MEASUREMENTS ARE U.S. FEET.
 - 4) INFORMATION AND BEARINGS BASED ON PREVIOUS SURVEY PREPARED BY GEG LAND SURVEYING DATED 9/27/05 FOR JAMES L. THOMPSON.

LEGEND:	DESCRIPTION	REMARKS
(1)	DEPARTMENT OF TRANSPORTATION	FIP -
(2)	DEPARTMENT OF TRANSPORTATION	FIP -
(3)	DEPARTMENT OF TRANSPORTATION	FIP -
(4)	DEPARTMENT OF TRANSPORTATION	FIP -
(5)	DEPARTMENT OF TRANSPORTATION	FIP -
(6)	DEPARTMENT OF TRANSPORTATION	FIP -
(7)	DEPARTMENT OF TRANSPORTATION	FIP -
(8)	DEPARTMENT OF TRANSPORTATION	FIP -
(9)	DEPARTMENT OF TRANSPORTATION	FIP -
(10)	DEPARTMENT OF TRANSPORTATION	FIP -
(11)	DEPARTMENT OF TRANSPORTATION	FIP -
(12)	DEPARTMENT OF TRANSPORTATION	FIP -
(13)	DEPARTMENT OF TRANSPORTATION	FIP -
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(93)	DEPARTMENT OF TRANSPORTATION	FIP -
(94)	DEPARTMENT OF TRANSPORTATION	FIP -
(95)	DEPARTMENT OF TRANSPORTATION	FIP -
(96)	DEPARTMENT OF TRANSPORTATION	FIP -
(97)	DEPARTMENT OF TRANSPORTATION	FIP -
(98)	DEPARTMENT OF TRANSPORTATION	FIP -
(99)	DEPARTMENT OF TRANSPORTATION	FIP -
(100)	DEPARTMENT OF TRANSPORTATION	FIP -

REVISED: 10-11-06, SEA

UPDATED EASEMENTS

11-07-06, SEA

UPDATED EASEMENT "H"

11-13-06, SEA

ADDED BUILDING SETBACKS

SET MAIL & CAP 158531

INGRESS, EGRESS, AND UTILITY EASEMENT 'A':

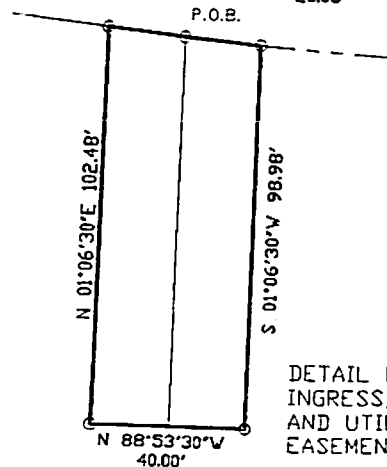
Commence at an iron rod marking the Northeast corner of Section 8, Township 2 North, Range 3 East, Leon County, Florida and run thence North 89 degrees 58 minutes 23 seconds West 1346.52 feet to the Northeast Corner of the Northwest Quarter of said Section 8, thence run South 00 degrees 19 minutes 35 seconds West 1228.98 feet to an iron rod and cap #5831, thence continue South 00 degrees 19 minutes 35 seconds West 1419.70 feet to an iron pipe marking the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 8, thence run North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and cap #5831 lying on the Easterly right-of-way boundary of Miccosukee Road (60 foot county right-of-way), thence continue North 89 degrees 28 minutes 37 seconds West 81.10 feet to an iron rod and cap #5831 lying on the Westerly boundary of said Miccosukee Road, thence continue North 89 degrees 28 minutes 37 seconds West 488.27 feet, thence North 00 degrees 31 minutes 23 seconds East 580.16 feet, thence North 89 degrees 28 minutes 37 seconds West 151.31 feet, thence North 01 degrees 06 minutes 30 seconds East 773.32 feet to a point lying on the Southerly right-of-way boundary of Moccasin Gap Road (66 foot right-of-way), said point also lying on a curve concave Northerly, for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence Easterly along said right-of-way curve with a radius of 1179.28 feet through a central angle of 00 degrees 58 minutes 29 seconds for an arc distance of 20.06 feet (chord of said arc being South 84 degrees 23 minutes 20 seconds East 20.06 feet), thence leaving said Southerly right-of-way boundary run South 01 degrees 06 minutes 30 seconds West 98.98 feet, thence North 88 degrees 53 minutes 30 seconds West 40.00 feet, thence North 01 degrees 06 minutes 30 seconds East 102.48 feet, thence North 88 degrees 53 minutes 30 seconds West 40.00 feet, thence North 01 degrees 06 minutes 30 seconds East 102.48 feet to the POINT OF BEGINNING.

INGRESS, EGRESS, AND UTILITY EASEMENT 'B':

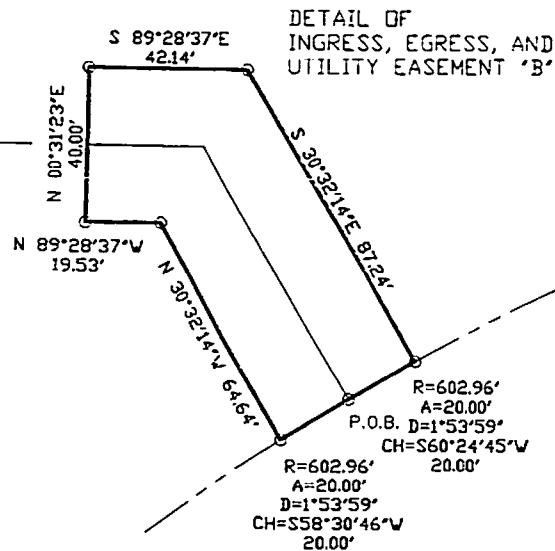
Commence at an iron rod marking the Northeast corner of Section 8, Township 2 North, Range 3 East, Leon County, Florida and run thence North 89 degrees 58 minutes 23 seconds West 1346.52 feet to the Northeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 8, thence run South 00 degrees 19 minutes 35 seconds West 1228.98 feet to an iron rod and cap #5831, thence continue South 00 degrees 19 minutes 35 seconds West 1419.70 feet to an iron pipe marking the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 8, thence run North 89 degrees 28 minutes 37 seconds West 1485.05 feet to an iron rod and cap #5831 lying on the Easterly right-of-way boundary of Miccosukee Road (60 foot county right-of-way), thence continue North 89 degrees 28 minutes 37 seconds West 81.10 feet to an iron rod and cap #5831 lying on the Westerly boundary of said Miccosukee Road, thence continue North 89 degrees 28 minutes 37 seconds West 488.27 feet, thence North 00 degrees 31 minutes 23 seconds East 580.16 feet, thence South 89 degrees 28 minutes 37 seconds East 952.14 feet, thence South 31 degrees 32 minutes 14 seconds East 75.61 feet to a point lying on the aforesaid Westerly right-of-way boundary of Miccosukee Road, said point lying on a curve concave Southeasterly, for the POINT OF BEGINNING. From said POINT OF BEGINNING run Southwesterly along said Westerly right-of-way curve with a radius of 602.96 feet through a central angle of 01 degrees 53 minutes 59 seconds for an arc distance of 20.00 feet (chord of said arc being South 58 degrees 30 minutes 46 seconds West 20.00 feet), thence leaving said Westerly right-of-way boundary run North 30 degrees 32 minutes 14 seconds West 19.53 feet, thence North 00 degrees 31 minutes 23 seconds East 40.00 feet, thence South 89 degrees 28 minutes 37 seconds East 42.14 feet, thence South 30 degrees 32 minutes 14 seconds East 87.24 feet to a point lying on the aforesaid Westerly right-of-way boundary of Miccosukee Road, said point lying on a curve concave Southeasterly, thence Southwesterly along said Westerly right-of-way curve with a radius of 602.96 feet through a central angle of 01 degrees 53 minutes 59 seconds for an arc distance of 20.00 feet (chord of said arc being South 60 degrees 24 minutes 45 seconds West 20.00 feet) to the POINT OF BEGINNING.

R=1179.28'
A=20.09'
D=0°58'34"
CH=S83°24'48"E
20.09'

R=1179.28'
A=20.06'
D=0°58'29"
CH=S84°23'20"E
20.06'



DETAIL OF
INGRESS, EGRESS,
AND UTILITY
EASEMENT 'A'



DETAIL OF
INGRESS, EGRESS, AND
UTILITY EASEMENT 'B'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY AND PROPOSED LOT LAYOUT FOR: WHITE OAK FARMS, L.L.C.

FILE NO.	05425
P.S.R. NO.	958-09-05
DRAWING DATE	2/22/06
SCALE	1"=50'
SURVEY DATE	9/26/05
BOOK	79/49, 50, & 55
	958-09-05.RAW
DRAWN BY	SWB WESTLP.DWG

GEORGE E. GUNN, JR.
SURVEYING AND MAPPING



1919 WELBY WAY
TALLAHASSEE, FLORIDA 32308
PHONE: (850) 386-6742
FAX: (850) 386-6239

CERTIFICATE OF AUTHORIZATION NO. LB 0007172

I HEREBY CERTIFY THAT ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 120143 0175 D, EFFECTIVE NOVEMBER 19, 1997, THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61C-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE TO THE SUBJECT PARCEL. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

DATE 2/5/07

GEORGE E. GUNN, JR.
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5831

SHEET 4 OF 4

NOTES:

- THIS SURVEY IS DEPENDENT ON EXISTING MONUMENTATION.
- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
- ALL MEASUREMENTS ARE U.S. FEET.
- INFORMATION AND BEARINGS BASED ON PREVIOUS SURVEY PREPARED BY GEG LAND SURVEYING DATED 9/27/05. FOR JAMES L. THOMPSON

REVISIONS: 10-11-06, SEA

LEGEND:

CD - DESCRIPTION
D.B. - DEED BOOK
CS - SURVEY
C - CALCULATED
DELTA - DELTA
R - RADIUS
A - ARC LENGTH
CH - CHORD
T - TANGENT
U/P - UTILITY POLE
CHU - OVERHEAD UTILITY

RIGHT-OF-WAY
D.O.T. - DEPARTMENT OF TRANSPORTATION
LB# - LAND SURVEYING BUSINESS NO.
LS# - LAND SURVEYOR NUMBER
DELTA - OFFICIAL RECORDS BOOK
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENT
P.I. - POINT OF INTERSECTION
P.R.C. - POINT OF REVERSE CURVATURE

FIP - FOUND IRON PIPE
FCIP - FOUND CRIMPED IRON PIPE
FCM - FOUND CONCRETE MONUMENT 4"x4"
FIR - FOUND IRON ROD
FIRC - FOUND IRON ROD & CAP 5/8"
FNC - FOUND NAIL & CAP
FTCH - FOUND TERRA COTTA MONUMENT 4" DIA.
SCM - SET CONCRETE MONUMENT (4" X4")
WITH METAL CAP LS#5831
SIRC - SET IRON ROD (5/8") WITH PLASTIC CAP LS#5831
SNC - SET NAIL & CAP LS#5831

REVISIONS: 01-10-07, ADDED SWALE DETAILS, SEA / 02-02-07, ADDED INGRESS, EGRESS, AND UTILITY EASEMENTS, SWB