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DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS  
FOR DARK WATER LAKE - CLEAR WATER LAKE,  
AN UNRECORDED SUBDIVISION LOCATED IN  
SECTIONS 35 AND 36, TOWNSHIP 10 SOUTH, RANGE 23 EAST,  
PUTNAM COUNTY, FLORIDA

THIS DECLARATION is made this 4<sup>th</sup> day of October, 1985, by WEST PUTNAM ENTERPRISES, a Florida General Partnership, the owner of all of the real property as described in the attached "Schedule of Subdivision Property", which is by reference incorporated in and made a part of these Restrictions and Maintenance Covenants, hereinafter called "The Subdivision".

ARTICLE I

DEFINITIONS:

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) Association: Association shall mean and refer to Darkwater - Clearwater Lakes Ownership Association, Inc., a Florida Corporation not for profit.
- (b) Articles of Incorporation and By-Laws: The Articles of Incorporation and By-Laws shall mean those of Darkwater - Clearwater Lakes Ownership Association, Inc., a Florida Corporation not for profit.
- (c) Board: The Board shall mean the Board of Directors for Darkwater - Clearwater Lakes Ownership Association, Inc.
- (d) Developer: The Developer shall mean and refer to West Putnam Enterprises, a Florida General Partnership.
- (e) Dark Water Lake - Clear Water Lake: Dark Water Lake - Clear Water Lake shall mean and refer to the real property described in the attached Schedule of Subdivision Property and shall be hereinafter referred to as "The Subdivision".
- (f) Lot: A lot shall consist of an individual lot or parcel as designated on that certain unrecorded survey of The Subdivision, a copy of which is attached hereto and by reference incorporated herein and made a part hereof.
- (g) Owner: Owner shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot including the Developer.

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(h) Common Areas: Common areas shall mean and refer to all the real property in The Subdivision which is owned by the Association for the common use and benefit of the Owners, including all road rights of way and all easements in favor of the Association which are for the common use and benefit of the Owners.

(i) Declaration: Declaration shall mean this Declaration of Restrictions and Maintenance Covenants including such amendments as from time to time shall be made hereto.

(j) Improvements: Improvements shall be deemed to consist of such roads and fences and other physical construction as shall exist on the common areas as of the date of filing of this Declaration and such other physical construction as may thereafter be placed on the common areas by the Association.

## ARTICLE II

### COMMON AREAS:

Section 1. Title to Common Areas: Title to the Common Areas shall be held in the name of the Association for the use and benefit of all Lot Owners. The Common Areas shall include, but shall not necessarily be limited to, the road rights of way owned by the Association, either in fee simple title or by virtue of easement running in favor of The Association, as well as all drainage easements running in favor of The Association. The Developer shall convey to The Association the fee simple title to all road rights-of-way as shown on the attached copy of the unrecorded plat for The Subdivision and shall transfer to The Association any additional Ingress-egress easements required to provide good and insurable access from a public road to each lot within The Subdivision. The deeded road rights-of-way and transferred Ingress-egress easements shall become Common Areas as herein defined. The legal description for the road rights-of-way and Ingress-egress easements herein referred to are set forth in the attached Schedule of Road Rights of Way and Ingress-Egress Easements which is by reference incorporated in and made a part of this Declaration.

Section 2. Owner's Easements of Enjoyment: Every Owner shall have a perpetual, non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(a) The right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility.

(d) All provisions of this Declaration and the Articles and By-Laws of the Association.

(e) Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association.

(f) Restrictions contained upon any and all plats of all or any part of the Common Areas or filed separately but in conjunction with such platting.

Section 3. Liability for Damages: Each owner shall be liable for any and all damage to The Common Areas which shall be caused by the negligence of said owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Association. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his Lot.

#### ARTICLE IV

##### EASEMENTS:

Section 1. Management Easement: The Association shall, upon giving reasonable notice to Lot Owners, have an easement for access to all Lots and the Common Areas for ingress and egress as required by their respective officers, directors, employees and/or agents in order to perform their respective obligations and duties as set forth herein under this Declaration.

Section 2. Utility Easements and Drainage Easements: Easements are reserved in the Developer, its successors, grantees and assigns through each Lot as may be required for utility services in order to serve The Subdivision and the individual Lots within The Subdivision adequately and in order to adequately serve any recreational facilities to be constructed and established on the property and lands adjacent thereto. Such easements shall be limited

to the minimum requirements of the public utility providing service to The Subdivision and shall be confined to running along, and contiguous to Lot boundary lines for the Lots comprising The Subdivision.

Also, Developer, for itself, and its successors, grantees and assigns specifically reserves and retains express drainage easements over and across portions of The Subdivision. The easements referred to in this provision initially reserved unto the Developer are more particularly described in the attached Schedule of Public Utilities and Drainage Easements which is by reference incorporated in and made a part hereof. The Developer may elect to convey and transfer all such reserved easements to the Association.

Section 3. Reservation of Easement: Developer, for itself and its successors, grantees and assigns specifically reserves and retains an express non-exclusive easement to all Common Areas for ingress and egress use, the right to grant easements over the Common Areas, as well as the right to tie into all designated roads, easements and utilities, located within The Subdivision including, but not limited to, all streets, roadways, easements, water lines, sewer lines, utility lines, gas lines, cable T.V. lines, and security systems lines.

Section 4. Property Owners' Use Easements: Each owner shall be granted a non-exclusive perpetual easement and right of use to all the Common Areas including the roadways existing within The Subdivision, as well as to all other Common Areas owned by the Association.

Section 5. Out Parcel Easements: The Developer reserves unto itself, its successors and assigns ingress and egress easements over and across those certain lots designated as Lots 17 and 21 on the attached copy of the unrecorded survey of The Subdivision. The easements referred to in this Section are more particularly described in the attached "Schedule of Public Utilities and Drainage Easements, and designated Parcel "A" and Parcel "T" respectively therein.

## ARTICLE V

### OWNERSHIP ASSOCIATION:

Section 1. Creation: Developer shall cause to be incorporated pursuant to Florida Statutes, a corporation not for profit to be known as Darkwater - Clearwater Lakes Ownership Association, Inc.

Section 2. Promulgation of Rules: The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the Common Areas. Such rules and regulations shall be made and adopted in accordance with the Articles of Incorporation and By-Laws of the Association and when so adopted shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein.

#### ARTICLE VI

##### COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation For the Assessments: The Developer, for all of Dark Water Lake - Clear Water Lake, hereby covenants, and each owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) Any annual assessments or charges; (2) Any special assessments for capital improvements or major repair; and (3) General maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate allowed by law and costs of collection thereof including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Dark Water Lake - Clear Water Lake and, in particular, for the improvement and maintenance of the Common Areas, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessments: The annual assessment, including funds for special improvement projects, and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association.

The assessments shall be payable annually, in advance, in accordance with the projected financial needs of the Association.

Section 4. Date of Commencement of Annual Assessments - Due Dates:

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessment shall be payable in advance, and may be in periodic installments if so determined by said Board. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon request and reasonable notice to the Board of Directors. All Lots as designated on the unrecorded plat of The Subdivision shall be equally assessed. Written notice of the assessment shall be sent to every owner subject thereto not longer than fourteen (14) days after fixing the date of commencement thereof. The Association shall, upon demand, at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment - The Lien, Remedies of Association: If the assessments are not paid on the date when due, such assessments shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the

costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. Although no public authority shall be obligated to do so, in the event Putnam County or any other public authority is called upon to maintain the streets or roads lying within The Subdivision, or otherwise expend public money on behalf of The Subdivision, such funds shall constitute a lien and shall be due and payable from the Association and the individual property owners to the same extent as an assessment for such purposes made by the Association.

Section 7. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. Exempt Property: The Common Areas as herein defined shall be exempted from the assessments, charges and liens created hereby.

### ARTICLE III

#### GENERAL MAINTENANCE:

Section 1. General Maintenance: In addition to maintenance upon the Common Areas, the Association may provide general maintenance upon any Lot, which Lot is deemed by the Association to be in need of clearing, mowing, tree trimming or removal or other general maintenance.

Section 2. Assessment of Cost: The cost of such general maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien and obligation of the owner and shall become due and payable in all respects together with interest and fees for costs of collection, including a reasonable attorney's fee, as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours: For the purpose of performing the general maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot located in The Subdivision at reasonable hours of any day except Sunday.

#### ARTICLE IX

##### INSURANCE:

Section 1. Insurance: The Association shall obtain through a reputable insurance agency authorized to conduct business within the state of Florida, hazard, public liability and workmen's compensation insurance, and such additional coverage as may be required by law or as it deems advisable. The premiums for such insurance shall be paid by the Association and charged to the owners of Lots as part of the total annual assessments as hereinbefore provided.

(a) Hazard Insurance - The Association shall obtain insurance commonly known as hazard insurance providing coverage on all buildings and improvements comprising part of the common areas, if any, and on all tangible personal property owned by the Association, such insurance to be in an amount equal to the maximum insurable replacement value thereof, and to insure against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, the insurable value to be fixed and determined on an annual basis. Such insurance shall be for the benefit of the Association, Lot owners and mortgagees, and the Developer, its successors and assigns, as their interests appear, and each such owner and Mortgagee, and the said Developer, shall be entitled to a certificate showing the respective interests of all parties. The original policy shall be held by, and shall name The Association.

(b) Individual Coverage - The owner of each Lot shall carry such hazard insurance on individually-owned property, and such additional public liability insurance as each owner desires.

(c) Public Liability Insurance - The Association shall obtain such public liability insurance as the Board of Directors deems proper to insure against damage to persons and property as a result of accident or occurrence. Such policy shall provide for claims of third persons against the



Association and the members. The original policy shall be taken in the name of and held by The Association.

Section 2. Damage or Destruction: If any improvement to the common areas is destroyed by fire or other casualty, the Board of Directors shall collect the proceeds from the insurance and the Board of Directors shall make sole determination as to whether such damages improvements should be repaired or rebuilt. It shall be the duty of the Board to take the steps necessary to have such damages improvements repaired or rebuilt including, but not limited to, hiring the necessary workers, ordering material, supervising the work and making the disbursements of insurance proceeds to the proper parties.

#### ARTICLE X

##### LAND USE:

(a) These covenants are to run with the land and shall be binding on all parties and all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(b) If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association and any other person or persons owning any real property situated in said development or subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to enjoin him or them from so doing or to recover damages or other dues for said violation.

(c) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(d) No structure or septic tank drain field shall be constructed nearer than twenty-five (25) feet from any road right of way, i.e. front yard, or ten (10) feet from side yard property lines. No structure or septic tank drain field shall be constructed nearer than fifty (50) feet from the normal mean water level of any lake adjoining a Lot. In either event, the location of

any structure shall be approved by the Developer or its legally appointed representatives.

(e) No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garages of less than 840 square feet. No mobile home used as a permanent residence shall be permitted which has a living area exclusive of open porches and garages of less than 840 square feet, and any such mobile home shall be no more than five (5) years old on the date of placement of the mobile home on the property. All mobile homes must be skirted with materials approved by the Developer and securely stabilized with county and/or state required tie-downs. All permanent dwellings shall be constructed in such a manner and of such materials as to be compatible with the other dwellings in The Subdivision. The exterior finish of all buildings and dwellings shall be completed in a reasonable time from the date of the beginning of construction. The time of construction shall not exceed nine (9) months for the exterior of any building. The Developer, for so long as the Developer shall own a Lot in The Subdivision, and, thereafter, the Association, shall retain approval rights of the exterior character and all materials to be used on all structures, buildings and dwellings. All buildings shall be kept and maintained in a state of repair as not to become unsightly.

(f) Travel trailers, campers and motor homes shall not be permitted to remain on any lot permanently, but may be used temporarily on weekends or a maximum of four (4) months of each year. No tents or shacks shall be permitted to be used as a residence upon any lot.

(g) No permanent structure or any permanent improvement shall be permitted to be constructed within the flood plain of any Lake which adjoins any Lot.

(h) Only one dwelling shall be built upon any one of the numbered lots as shown on the unrecorded plat of The Subdivision, a copy of which is attached hereto.

(i) The herein described lots shall not be, in any manner, divided or subdivided.

(j) All Lots shall be used solely and only for residential purposes and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, which may include mobile homes permanently attached to the

property. Accessory buildings, such as private garages or storage buildings, cabanas, servants rooms or guest rooms, and docks, may be erected on the premises for use only in connection with and to serve the single-family dwelling, but must be approved by the Developer or the Association as herein provided. Such outbuildings shall be limited to a total number of two.

(k) No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of Lots within The Subdivision.

(l) No garbage shall be permitted to accumulate on any Lot, and all trash, junk, garbage and abandoned automobiles shall be removed from any Lot at the expense of the owner if such is not removed by the owner within thirty (30) days of receipt of written notice from The Association, mailed to owner by certified or registered mail.

(m) The owner of any lot or lots may keep and maintain upon his property normal household pets. No horses, livestock, swine, goat or poultry of any kind may be housed, kept or placed on the premises.

(n) Trees having a diameter of eight (8) inches or larger, one foot above ground level may not be cut without prior written consent of the Developer or the Association unless such trees are diseased, a danger to any structure located on the Lot or need to be removed for the initial construction of structured improvements upon a Lot.

(o) Lot owners shall be permitted to construct or have constructed one dock per lot; provided, however, that such docks shall be no wider than six (6) feet, and shall have no above deck level structures such as boat houses, cabanas and the like, and shall extend into the lake no further than thirty-five (35) feet from the shore line, or to a point where the water of the lake is four feet deep, whichever distance is lesser.

(p) It shall be the responsibility of the owner of any Lot or Lots to provide, at the time he constructs a driveway from the road fronting his lot, a culvert constructed to meet all Putnam County requirements and specifications.

(q) All fences shall be approved by the Developer or the Association prior to being constructed.

(r) In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer or by virtue of any judicial proceedings, the Developer, the Association and the owners of Lots in The Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

(s) A Lot owner, prior to commencement of any permanent improvements upon any Lot in The Subdivision, shall be responsible for the construction of a rear lot storm water retention swale in accordance with the requirements of the St. Johns River Water Management District Permit No. 40-107-0005 dated February 19, 1985, or such alternative water retention system as may be approved by the St. Johns River Water Management District and the Developer while the Developer owns any Lot in The Subdivision and thereafter by the Association.

(t) All Lot owners in The Subdivision shall accept title to their respective Lots subject to that certain affirmative covenant contained in that certain Warranty Deed dated July 26, 1984 and given by The Feldspar Corporation, a North Carolina Corporation, to D. E. Williams, Jr. and Nancy Williams Anderson, said Deed being recorded in Official Records Book 453, Page 633 of the Public Records of Putnam County, Florida, said affirmative covenant states as follows:

The Grantee, their successors, grantees and assigns in title accept this conveyance with full knowledge and understanding that a sand and clay mining operation along with all activities incident thereto will be conducted on adjoining land on a continuing basis. Further, Grantee, their successors, grantees and assigns covenant and agree that they will not institute any action or proceedings to stop, alter, impede or in any way impair this mining operation and activities incident thereto and further that this shall be construed as a covenant running with the land.

(u) The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals this 4<sup>th</sup> day of October, 1985.

Signed, sealed and delivered  
in our presence as witnesses:

Henry M. Frazee  
General Partner

WEST PUTNAM ENTERPRISES,  
a Florida General Partnership

By:

Henry M. Frazee  
General Partner

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing Declaration of Restrictions and Maintenance Covenants was  
acknowledged before me this 4<sup>th</sup> day of October, 1985, by Henry  
M. Frazee, General Partner in West Putnam Enterprises, a Florida General  
Partnership.

Henry M. Frazee

Notary Public, State of Florida

at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/1989  
HENRY M. FRAZEE, UND.

### SCHEDULE OF SUBDIVISION PROPERTY

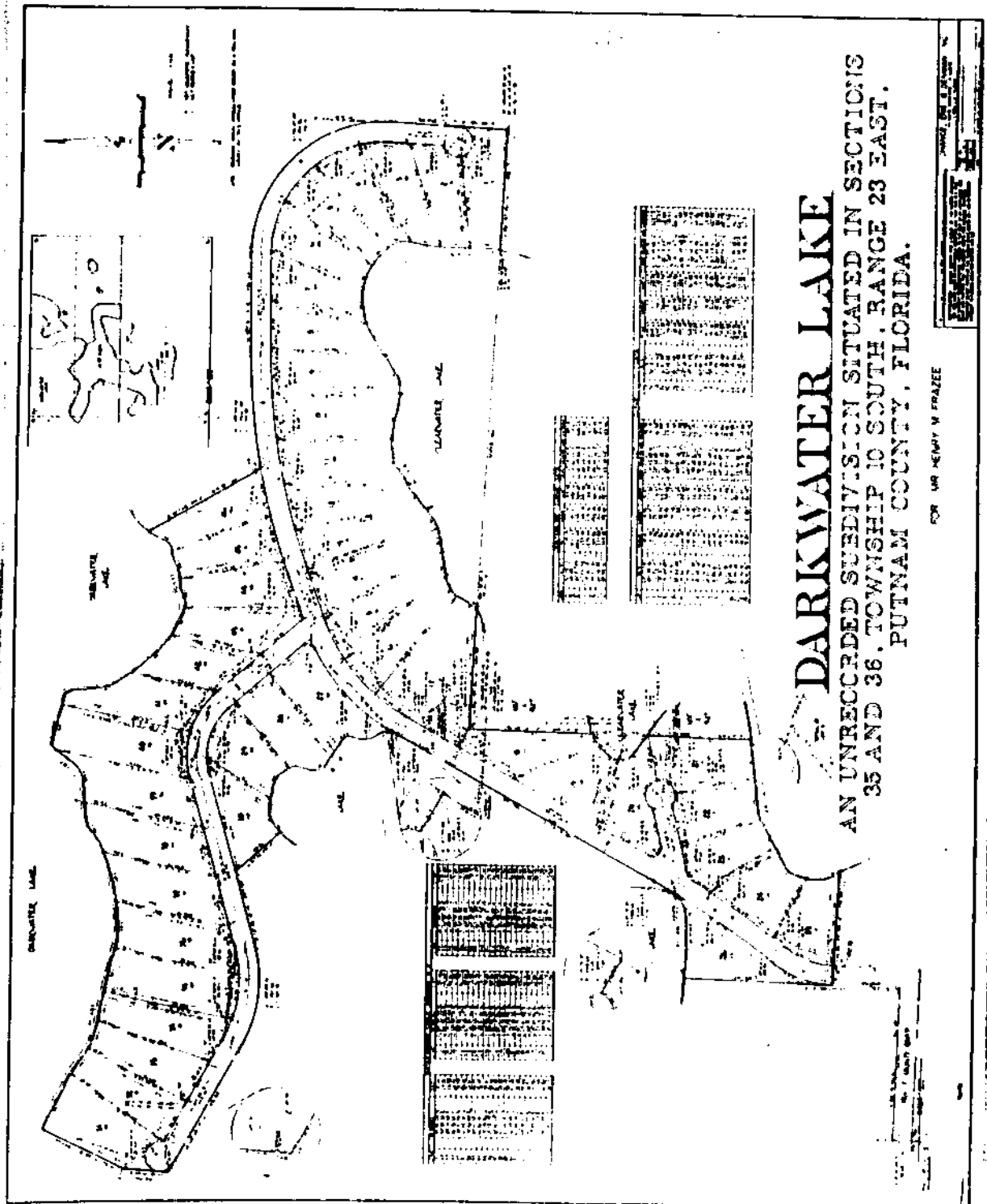
This Schedule of Subdivision Property is attached to and forms a part of that certain Declaration of Restrictions and Maintenance Covenants for Dark Water Lake - Clear Water Lake.

A portion of Section 35 and 36, Township 10 South, Range 23 East, Putnam County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 36 and run thence North 01 deg. 41' 45" East, along the West boundary of said Section 88.40 feet, to the Northerly right-of-way line of a paved county road, thence South 88 deg. 15' 36" East, along said Northerly right-of-way line, 511.69 feet, thence North 01 deg. 48' 27" East, along the Westerly right-of-way line of said paved county road, 1390.92 feet, to the Point of Beginning, thence continue North 01 deg. 48' 27" East, along an extension of said Westerly right-of-way line, 491.07 feet, more or less, to the waters edge of a lake, thence Easterly along the waters edge of said lake through the following 5 courses: South 85 deg. 46' 25" East 32.66 feet; South 84 deg. 59' 33" East, 64.10 feet; North 89 deg. 14' 08" East, 55.89 feet; North 86 deg. 36' 53" East, 62.40 feet; North 58 deg. 51' 44" East, 78.98 feet, thence South 59 deg. 37' 05" East, 2.52 feet, to a point on the arc of a curve concave Northwesterly and having a radius of 2,768.63 feet, thence Northeasterly along the arc of said curve through a central angle of 01 deg. 31' 27", and arc distance of 73.65 feet, to the end of said curve, said arc being subtended by a chord having a bearing and distance North 29 deg. 37' 11" East, 73.65 feet, thence North 28 deg. 51' 28" East, 990.52 feet, to the beginning of a curve concave Southeasterly and having a radius of 666.00 feet, thence Northeasterly along the arc of said curve through a central angle of 01 deg. 33' 05", an arc distance of 18.03 feet, said arc being subtended by a chord having a bearing and distance of North 29 deg. 38' 00" East, 18.03 feet, thence North 59 deg. 35' 27" West 3.75 feet, more or less, to the waters edge of a lake, thence Northwesterly, Westerly, and Southwesterly along the waters edge of said lake through the following 11 courses: North 16 deg. 55' 00" West, 80.32 feet; North 08 deg. 56' 45" East, 63.41 feet; North 50 deg. 31' 54" West, 95.77 feet; North 56 deg. 46' 19" West, 33.77 feet; North 13 deg. 08' 26" West, 34.61 feet; North 10 deg. 34' 23" East, 59.40 feet; North 32 deg. 32' 04" West, 81.25 feet; North 76 deg. 11' 12" West, 69.00 feet; North 87 deg. 37' 13" West, 56.19 feet; South 66 deg. 59' 29" West 41.68 feet; South 41 deg. 29' 07" West, 25.04 feet; thence North 41 deg. 24' 08" West, 197.26 feet; thence South 74 deg. 35' 10" West, 249.84 feet to the beginning of a curve concave Northerly and having a radius of 457.32 feet, thence Westerly along the arc of said curve through a central angle of 44 deg. 49' 31", an arc distance of 357.78 feet, to the end of said curve, thence North 60 deg. 35' 19" West, 476.80 feet, thence North 05 deg. 19' 07" East, 152.90 feet, thence North 26 deg. 14' 08" East, 297.83 feet, more or less, to the waters edge of Darkwater Lake, thence Easterly along the waters edge of said Darkwater Lake, through the following 27 courses: South 64 deg. 06' 21" East, 192.66 feet; South 50 deg. 37' 55" East, 36.91 feet; South 57 deg. 44' 30" East, 91.96 feet; South 75 deg. 20' 53" East, 117.84 feet; South 78 deg. 13' 44" East, 100.50 feet; South 75 deg. 41' 03" East, 138.77 feet; North 89 deg. 29' 53" East, 85.66 feet; North 82 deg. 22' 22" East, 100.24 feet; North 71 deg. 54' 00" East, 146.51 feet; North 52 deg. 37' 19" East, 67.85 feet; North 83 deg. 53' 02" East, 161.79 feet; North 67 deg. 38' 37" East 44.50 feet; North 38 deg. 57' 46" East, 113.55 feet; South 74 deg. 34' 12" East, 176.73 feet; South 08 deg. 51' 30" East, 114.13 feet; South 20 deg. 48' 07" East, 74.02 feet; South 35 deg. 42' 40" East 87.25 feet; South 44 deg. 17' 46" East, 108.93 feet; South 60 deg. 18' 32" East, 100.01 feet; South 71 deg. 02' 45" East, 35.69 feet; North 70 deg. 05' 32" East 32.55 feet; North 81 deg. 23' 12" East, 65.91 feet;

North 67 deg. 41' 25" East, 50.16 feet; North 80 deg. 14' 02" East, 50.49 feet; North 35 deg. 45' 46" East, 62.20 feet; North 31 deg. 14' 32" East, 18.56 feet; North 39 deg. 33' 17" East, 10.00 feet; thence South 30 deg. 02' 49" East, 419.18 feet, to a point on the arc of a curve concave Southeasterly and having a radius of 2266.00 feet thence Northeasterly along the arc of said curve through a central angle of 09 deg. 54' 24", an arc distance of 391.80 feet, to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 84 deg. 24' 02" East, 391.31 feet, thence North 89 deg. 21' 14" East, 326.68 feet, to the beginning of a curve concave Southwesterly and having a radius of 437.86 feet, thence Southeasterly along the arc of said curve through a central angle of 93 deg. 27' 00", an arc distance of 714.15 feet, to the end of said curve and a point on the East boundary of the SW 1/4 of the SW 1/4 of the NE 1/4 of said Section 36, thence South 02 deg. 48' 14" West, along said East boundary, 394.95 feet, to the Southeast corner of said SW 1/4 of the SW 1/4 of NE 1/4, thence North 86 deg. 57' 46" West, along the South boundary of said SW 1/4 of SW 1/4 of NE 1/4, 402.17 feet, more or less, to the waters edge of Clearwater Lake, thence Northerly, Westerly and Southwesterly along the waters edge of said Clearwater Lake through the following 15 courses: North 12 deg. 24' 44" East, 21.46 feet; North 01 deg. 40' 36" East, 202.57 feet; North 06 deg. 34' 19" East, 110.00 feet; North 43 deg. 39' 17" West, 150.01 feet; North 85 deg. 52' 39" West, 117.69 feet; South 70 deg. 44' 50" West, 87.82 feet; South 57 deg. 22' 49" West, 80.04 feet; South 57 deg. 59' 59" West, 78.12 feet; South 81 deg. 14' 29" West, 74.55 feet; North 84 deg. 17' 50" West, 199.61 feet; South 60 deg. 40' 21" West, 105.74 feet; South 51 deg. 46' 00" West, 151.70 feet; South 76 deg. 45' 37" West, 109.45 feet; South 76 deg. 39' 17" West, 127.56 feet; South 35 deg. 22' 25" West, 107.33 feet; to the South boundary of the SE 1/4 of the NW 1/4 of said Section 36, thence North 86 deg. 57' 46" West, along the South boundary of said SE 1/4 of NW 1/4, 400.20 feet, to the Southwest corner of said SE 1/4 of NW 1/4, also known as the Northeast corner of the NW 1/4 of the SW 1/4 of said Section 36, thence South 01 deg. 04' 11" West, along the East boundary of said NW 1/4 of SW 1/4, 411.76 feet, more or less, to the waters edge of said Clearwater Lake, thence Southwesterly, Southerly and Southeasterly along the waters edge of said Clearwater Lake through the following 4 courses: South 65 deg. 28' 48" West, 23.88 feet; South 45 deg. 30' 21" West, 87.00 feet; South 05 deg. 15' 23" East, 57.29 feet; South 53 deg. 59' 55" East, 92.87 feet; to the East boundary of said NW 1/4 of SW 1/4, thence South 01 deg. 04' 11" West, along said East boundary, 338.72 feet, more or less, to the waters edge of a lake, thence Southwesterly, Southerly and Southeasterly along the waters edge of said lake through the following 4 courses: South 82 deg. 57' 18" West, 258.35 feet; South 61 deg. 27' 44" West, 203.28 feet; South 13 deg. 50' 46" West, 116.30 feet; South 23 deg. 40' 51" East 64.94 feet; thence North 86 deg. 55' 54" West, 378.52 feet, to the Point of Beginning.

UNRECORDED SURVEY OF THE SUBDIVISION

This Unrecorded Survey of The Subdivision is attached to and forms a part of that certain Declaration of Restrictions and Maintenance Covenants for Dark Water Lake - Clear Water Lake.





SCHEDULE OF ROAD RIGHTS OF WAY AND INGRESS-EGRESS EASEMENTS

This Schedule is attached to and forms a part of that certain Declaration of Restrictions and Maintenance Covenants for Dark Water Lake - Clear Water Lake.

PARCEL 1:

A portion of Sections 35 and 36, Township 10 South, Range 23 East, Putnam County, Florida; being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 36 and run thence North 02°48'14" East, along the east boundary of said Southwest 1/4 of Southwest 1/4 of Northeast 1/4, 165.00 feet to the Point of Beginning; thence continue North 02°48'14" East, along said east boundary 229.95 feet to the beginning of a curve concave southwesterly and having a radius of 437.86 feet; thence northwesterly along the arc of said curve through a central angle of 93°27'00", an arc distance of 714.15 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 43°55'16" West, 637.59 feet; thence South 89°21'14" West, 326.68 feet to the beginning of a curve concave southeasterly and having a radius of 2266.00 feet; thence southwesterly along the arc of said curve through a central angle of 19°06'14", an arc distance of 755.54 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance South 79°48'07" West, 752.05 feet; thence South 70°15'00" West, 157.41 feet; thence North 40°56'12" West, 379.82 feet to the beginning of a curve concave southwesterly and having a radius of 270.84 feet; thence northwesterly and southwesterly along the arc of said curve through a central angle of 64°28'38", an arc distance of 304.79 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 73°10'31" West, 288.96 feet; thence South 74°35'10" West, 593.02 feet to the beginning of a curve concave northeasterly and having a radius of 391.32 feet; thence southwesterly and northwesterly along the arc of said curve through a central angle of 44°49'31", an arc distance of 306.15 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 83°00'04" West, 298.40 feet; thence North 60°35'19" West, 397.01 feet to the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence northwesterly, southwesterly, and southeasterly along the arc of said curve through a central angle of 251°20'13", an arc distance of 219.33 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of South 65°04'47" West, 81.24 feet; thence South 60°35'19" East, 444.39 feet to the beginning of a curve concave northeasterly and having a radius of 457.32 feet; thence southeasterly and northeasterly along the arc of said curve through a central angle of 44°49'31", an arc distance of 357.78 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 83°00'04" East, 348.73 feet; thence North 74°35'10" East, 593.02 feet to the beginning of a curve concave southwesterly and having a radius of 204.84 feet; thence northeasterly and southeasterly along the arc of said curve through a central angle of 64°28'38", an arc distance of 230.51 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 73°10'31" East, 218.54 feet; thence South 40°56'12" East, 323.07 feet to the beginning of a curve concave

northwesterly and having a radius of 25.00 feet; thence southeasterly and southwesterly along the arc of said curve through a central angle of 104°18'29", an arc distance of 45.51 feet, said arc being subtended by a chord having a bearing and distance of South 11°13'03" West, 39.48 feet; to the end of said curve and a point on the arc of a curve concave southeasterly and having a radius of 666.00 feet; thence southwesterly along the arc of said curve through a central angle of 34°30'49", an arc distance of 401.18 feet to the end of said curve, said arc being subtended by a chord having a bearing and

distance of South 46°06'53" West, 395.14 feet; thence South 28°51'28" West, 990.52 feet to the beginning of a curve concave northwesterly and having a radius of 2768.63 feet; thence southwesterly along the arc of said curve through a central angle of 09°49'11", an arc distance of 474.51 feet, said arc being subtended by a chord having a bearing and distance of South 33°46'04" West, 473.93 feet to the end of said curve and the beginning of a curve concave southeasterly and having a radius of 333.00 feet; thence southwesterly along the arc of said curve through a central angle of 36°44'42", an arc distance of 213.56 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 20°18'18" West, 209.92 feet; thence South 86°55'54" East, 66.02 feet; thence North 01°48'27" East, 0.75 feet to the beginning of a curve concave southeasterly and having a radius of 267.00 feet; thence northeasterly along the arc of said curve through a central angle of 36°51'52", an arc distance of 171.79 feet, said arc being subtended by a chord having a bearing and distance of North 20°14'43" East, 168.84 feet to the end of said curve and the beginning of a curve concave northwesterly and having a radius of 2834.63 feet; thence northeasterly along the arc of said curve through a central angle of 07°37'47", an arc distance of 377.47 feet, said arc being subtended by a chord having a bearing and distance of North 34°51'45" East, 377.19 feet to the end of said curve and the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence northeasterly along the arc of said curve through a central angle of 46°40'56", an arc distance of 40.74 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 54°23'20" East, 39.62 feet; thence North 77°43'48" East, 226.31 feet to the beginning of a curve concave southwesterly and having a radius of 50.00 feet; thence southeasterly, northwesterly and southwesterly along the arc of said curve through a central angle of 277°24'00", an arc distance of 242.08 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 12°16'12" West, 66.00 feet; thence South 77°43'48" West, 133.58 feet to the beginning of a curve concave northeasterly and having a radius of 25.00 feet; thence southwesterly, northwesterly and northeasterly along the arc of said curve through a central angle of 131°07'40", an arc distance of 57.22 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 36°42'22" West, 45.52 feet; thence North 28°51'28" East, 933.54 feet to the beginning of a curve concave southeasterly and having a radius of 600.00 feet; thence northeasterly along the arc of said curve through a central angle of 41°23'32", an arc distance of 433.46 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 49°33'14" East, 424.09 feet; thence North 70°15'00" East, 180.01 feet to the beginning of a curve concave southeasterly and

having a radius of 2200.00 feet; thence northeasterly along the arc of said curve through a central angle of 19°06'14", an arc distance of 733.54 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 79°48'07" East, 730.14 feet; thence North 89°21'14" East, 326.68 feet to the beginning of a curve concave southwesterly and having a radius of 371.86 feet; thence southeasterly along the arc of said curve through a central angle of 93°27'00", an arc distance of 606.51 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 43°55'16" East, 541.48 feet; thence South 02°48'14" West, parallel to the east boundary of said southwest 1/4 of southwest 1/4 of northeast 1/4, a distance of 182.58 feet to the beginning of a curve concave northeasterly and having a radius of 50.00 feet; thence southwesterly, easterly and northeasterly along the arc of said curve through a central angle of 251°20'13", an arc distance of 219.33 feet to the end of said curve and the POINT OF BEGINNING, said arc being subtended by a chord having a bearing and distance of South 51°31'39" East, 81.24 feet.

PARCEL II:

A portion of Section 36, Township 10 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:  
Commence at the Southwest corner of said Section 36, and run thence North 89 deg. 52' 36" East, along the South boundary of said Section 36, a distance of

511.81 feet, to an extension of the West right-of-way line of a County Road [66' R/W], thence North 01 deg. 48' 27" East, along said West right-of-way line and its extension 1077.15 feet to a point on the extension of the centerline of a County Road and the Point of Beginning, thence continue North 01 deg. 48' 27" East 385.52 feet, thence South 86 deg. 55' 54" East 66.02 feet, thence South 01 deg. 48' 27" West 385.46 feet to said centerline of a County Road, thence North 86 deg. 59' 03" West, along said centerline of a County Road and its extension 66.02 feet to the Point of Beginning, said easement being the same easement granted by The Feldspar Corporation, as Grantor, to D. E. Williams, Jr. and Nancy Williams Anderson, as Grantee, said Easement being dated July 26, 1984, and recorded in Official Records Book 0453, Page 1637 of the Public Records of Putnam County, Florida.

SCHEDULE OF PUBLIC UTILITIES AND DRAINAGE EASEMENTS

This Schedule of Public Utilities and Drainage Easements is attached to and forms a part of that certain Declaration of Restrictions and Maintenance Covenants for Dark Water Lake - Clear Water Lake.

A portion of Sections 35 and 36, Township 10 South, Range 23 East, Putnam County, Florida; being more particularly described as follows:

Commence at the southeast corner of the southwest 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 36 and run thence North 02°48'14" East, along the east boundary of said southwest 1/4 of southwest 1/4 of northeast 1/4, 165.00 feet to a point on the arc of a curve and the Point of Beginning, said arc being concave northerly and having a radius of 50.00 feet; thence southwesterly and northwesterly along the arc of said curve through a central angle of 144°01'08", an arc distance of 125.68 feet, said arc being subtended by a chord having a bearing and distance of South 74°48'48" West, 95.11 feet; thence South 84°02'20" West, 30.19 feet; thence North 13°25'10" East, 15.90 feet to a point hereinafter referred to as Point "J"; thence continue North 13°25'10" East, 177.04 feet; thence North 01°44'04" West, 169.44 feet to a point hereinafter referred to as Point "K"; thence North 37°57'11" West, 298.97 feet to a point hereinafter referred to as Point "L"; thence North 83°32'43" West, 328.71 feet to a point hereinafter referred to as Point "M"; thence South 88°23'02" West, 306.21 feet to a point hereinafter referred to as Point "N"; thence South 81°42'22" West, 302.58 feet to a point hereinafter referred to as Point "O"; thence South 73°36'01" West, 304.63 feet to a point hereinafter referred to as Point "P"; thence South 66°47'45" West, 302.20 feet to a point hereinafter referred to as Point "Q"; thence South 4°18'56" West, 270.41 feet; thence South 28°51'28" West, 280.25 feet to a point hereinafter referred to as Point "R"; thence continue South 28°51'28" West, 460.47 feet to a point hereinafter referred to as Point "S"; thence continue South 28°51'28" West, 217.32 feet to a point on the arc of a curve concave northerly and having a radius of 25.00 feet; thence easterly along the arc of said curve through a central angle of 52°39'53", an arc distance of 22.98 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 75°56'15" East, 22.18 feet; thence North 77°43'48" East, 133.58 feet to a point on the arc of a curve concave southwesterly and having a radius of 50.00 feet; thence northeasterly and southeasterly along the arc of said curve through a central angle of 138°42'00", an arc distance of 121.04 feet, said arc being subtended by a chord having a bearing and distance of South 81°37'12" East, 93.58 feet; thence southwesterly, continuing along the arc of said curve through a central angle of 46°05'35", an arc distance of 40.22 feet to a point hereinafter referred to as Point "T", said arc being subtended by a chord having a bearing and distance of South 10°46'35" West, 39.15 feet; thence South 70°28'26" East, 20.00 feet; thence South 54°01'42" West, 58.25 feet to a point hereinafter referred to as Point "U"; thence South 83°25'39" West, 172.14 feet; thence South 57°23'27" West, 177.02 feet to a point hereinafter referred to as Point "V"; thence South 35°13'04" West, 305.48 feet; thence South 20°06'35" West, 157.32 feet to a point hereinafter referred to as Point "W"; thence North

86°55'54" West, 86.02 feet; thence North 01°48'27" East, along an extension of the westerly right-of-way line of a paved County Road 132.42 feet; thence North 34°31'47" East, 440.00 feet; thence North 52°59'00" East, 55.24 feet; thence South 59°37'05" East, 2.52 feet to a point on the arc of a curve concave northwesterly and having a radius of 2768.63 feet; thence northeasterly along the arc of said curve through a central angle of 01°31'27", an arc distance of 73.65 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 29°37'11" East, 73.65 feet; thence North 28°51'28" East, 990.52 feet to the beginning of a curve concave southeasterly and having a radius of 666.00 feet; thence northeasterly along the arc of said curve through a central angle of 34°30'49", an arc distance of 401.18 feet, said arc being subtended by a chord having a bearing and distance of North 46°06'53" East, 395.14 feet to the end of said curve and the beginning of a curve concave northwesterly and having a radius of 25.00 feet; thence northeasterly along the arc of said curve through a central angle of 25°50'42", an arc distance of 11.28 feet, said arc being subtended by a chord having a bearing and distance of North 50°26'56" East, 11.18 feet; thence North 40°56'12" West, 170.90 feet to a point hereinafter referred to as Point "X"; thence continue North 40°56'12" West, 176.67 feet; thence North 73°10'31" West, 174.77 feet to a point hereinafter referred to as Point "Y"; thence continue North 73°10'31" West, 22.44 feet; thence South 74°35'10" West, 333.43 feet; thence North 41°24'08" West, 22.25 feet; thence South 74°35'10" West, 249.84 feet to the beginning of a curve concave northerly and having a radius of 457.32 feet; thence southwesterly and northwesterly along the arc of said curve through a central angle of 44°49'31", an arc distance of 357.78 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 83°00'04" West, 348.73 feet; thence North 60°35'19" West, 476.80 feet; thence North 05°19'07" East, 152.90 feet to a point hereinafter referred to as Point "Z"; thence South 50°15'14" East, 298.70 feet to a point hereinafter referred to as Point "AA"; thence South 61°34'50" East, 309.12 feet to a point hereinafter referred to as Point "BB"; thence South 87°58'39" East, 223.05 feet; thence North 74°35'10" East, 90.93 feet to a point hereinafter referred to as Point "CC"; thence continue North 74°35'10" East, 338.80 feet to a point hereinafter referred to as Point "DD"; thence continue North 74°35'10" East, 169.40 feet; thence North 12°16'41" East, 7.41 feet; thence South 89°52'20" East, 153.44 feet to a point hereinafter referred to as Point "EE"; thence South 56°10'52" East, 161.26 feet; thence South 40°56'12" East, 187.29 feet to a point hereinafter referred to as Point "FF"; thence South 49°08'22" East, 202.71 feet; thence North 70°08'03" East, 157.41 feet to a point hereinafter referred to as Point "GG"; thence North 75°33'14" East, 310.48 feet to a point hereinafter referred to as Point "HH"; thence South 30°02'49" East, 20.00 feet to a point on the arc of a curve concave southeasterly and having a radius of 2266.00 feet; thence northeasterly along the arc of said curve through a central angle of 09°54'24", an arc distance of 391.80 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 84°24'02" East, 391.31 feet; thence North 89°21'14" East, 326.68 feet to the beginning of a curve concave southwesterly and having a radius of 437.86 feet;

thence southeasterly along the arc of said curve through a central angle of  $93^{\circ}27'00''$ , an arc distance of 714.15 feet to the end of said curve and a point on the east boundary of the southwest 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 36, said arc being subtended by a chord having a bearing and distance of South  $43^{\circ}55'16''$  East, 637.59 feet; thence South  $02^{\circ}48'14''$  West, along said east boundary, 229.95 feet to the POINT OF BEGINNING.

Containing 15.03 Acres, more or less.

Together with the following described Parcels of land, said parcels being 30 feet wide measured perpendicular to and lying 15 feet either side of the following described centerlines:

- (J) Begin at Point "J" as described above and run thence South  $84^{\circ}02'20''$  West, 285 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (K) Begin at Point "K" as described above and run thence South  $60^{\circ}50'48''$  West, 350 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (L) Begin at Point "L" as described above and run thence South  $36^{\circ}24'43''$  West, 340 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (M) Begin at Point "M" as described above and run thence South  $13^{\circ}16'32''$  West, 310 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (N) Begin at Point "N" as described above and run thence South  $00^{\circ}48'16''$  East, 405 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (O) Begin at Point "O" as described above and run thence South  $00^{\circ}48'16''$  East, 390 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (P) Begin at Point "P" as described above and run thence South  $20^{\circ}24'49''$  East, 435 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (Q) Begin at Point "Q" as described above and run thence South  $40^{\circ}06'54''$  East, 415 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (S) Begin at Point "S" as described above and run thence South  $74^{\circ}53'05''$  East, 210 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (U) Begin at Point "U" as described above and run thence South  $11^{\circ}53'07''$  East, 250 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.

- (V) Begin at Point "V" as described above and run thence South 31°07'37" East, 245 feet, more or less, to the waters edge of Clearwater Lake and the end of said centerline.
- (X) Begin at Point "X" as described above and run thence South 49°03'48" West, 320 feet, more or less, to the waters edge of a lake and the end of said centerline.
- (Y) Begin at Point "Y" as described above and run thence South 32°43'00" West, 234 feet, more or less, to the waters edge of a lake and the end of said centerline.
- (AA) Begin at Point "AA" as described above and run thence North 28°24'53" East, 352 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (BB) Begin at Point "BB" as described above and run thence North 12°16'41" East, 415 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (CC) Begin at Point "CC" as described above and run thence North 12°16'41" East, 363 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (DD) Begin at Point "DD" as described above and run thence North 12°16'41" East, 376 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (EE) Begin at Point "EE" as described above and run thence North 12°16'41" East, 401 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (FF) Begin at Point "FF" as described above and run thence North 12°16'41" East, 276 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.
- (GG) Begin at Point "GG" as described above and run thence North 10°05'38" West, 325 feet, more or less, to the waters edge of Darkwater Lake and the end of said centerline.

Together with:

Begin at the northeast corner of the northwest 1/4 of the southwest 1/4 of Section 36, Township 10 South, Range 23 East, and run thence North 61°08'32" West, 22.61 feet; thence South 01°04'11" West, parallel to the east boundary of said northwest 1/4 of southwest 1/4, a distance of 430 feet, more or less, to the waters edge of Clearwater Lake; thence northeasterly along said waters edge 20 feet, more or less, to the east boundary of said northwest 1/4 of southwest 1/4; thence North 01°04'11" East, 412 feet, more or less, to the Point of Beginning; said parcel being a 20 foot wide (measured perpendicular) strip of land adjacent to and west of the east boundary of the northwest 1/4 of southwest 1/4 of said Section 36.

Together with:

Begin at the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 36, Township 10 South, Range 23 East, and run thence North 61°08'32" West, 22.61 feet; thence North 01°04'11" East, 10.16 feet; thence South 86°57'46" East, parallel to the south boundary of said southeast 1/4 of northwest 1/4, a distance of 435 feet, more or less, to the waters edge of Clearwater Lake; thence southwesterly along said waters edge 20 feet, more or less, to the south boundary of said southeast 1/4 of northwest 1/4; thence North 86°57'46" West, along said south boundary, 400 feet, more or less, to the Point of Beginning; said parcel being a 20 foot wide (measured perpendicular) strip of land adjacent to and north of the south boundary of the southeast 1/4 of northwest 1/4 of said Section 36.

Together with:

(R) Begin at Point "R" as described above and run thence South 87°24'57" East, 56.95 feet; thence South 01°04'11" West, parallel to the east boundary of the northwest 1/4 of southwest 1/4 of Section 36, Township 10 South, Range 23 East, 20.01 feet; thence North 87°24'57" West, 67.35 feet; thence North 28°51'28" East, 22.30 feet to the Point of Beginning; said parcel being a 20 foot wide (measured perpendicular) strip of land lying approximately 10 feet either side of an existing powerline.

Together with:

An easement for ingress, egress and public utilities lying 6 feet either side of a line being more particularly described as follows:

(T) Begin at Point "T" as described above and run thence South 70°28'26" East, 63.33 feet; thence North 83°48'29" East, 31.92 feet; thence South 82°27'59" East, 63.78 feet to the end of said line.

Together with:

(W) Begin at Point "W" as described above and run thence North 20°06'35" East, 20.92 feet; thence South 86°55'54" East, 275 feet, more or less to the waters edge of Clearwater Lake; thence southeasterly along said waters edge 20 feet, more or less, to a point which bears South 86°55'54" East from the Point of Beginning; thence North 86°55'54" West, 290 feet, more or less, to the POINT OF BEGINNING.

Together with:

(Z) Begin at Point "Z" as described above and run thence South 50°15'14" East, 40.00 feet; thence North 20°51'47" East, 309 feet, more or less, to the waters edge of Darkwater Lake; thence northwesterly along said waters edge 10 feet, more or less, to a point which bears North 26°14'08" East from the Point of Beginning; thence South 26°14'08" West, 298 feet, more or less, to the POINT OF BEGINNING.



Together with:

(BB) Begin at Point "BB" as described above and run thence South 75°33'14" West, 20.77 feet; thence North 30°02'49" West, 390 feet, more or less, to the waters edge of Darkwater Lake; thence northeasterly along said waters edge 20 feet, more or less, to a point which bears North 30°02'49" West, from the Point of Beginning; thence South 30°02'49" East, 400 feet, more or less, to the POINT OF BEGINNING.

Together with:

(A) Begin at Point "A" as described above and run thence North 78°52'23" East, 29.90 feet, to the beginning of a curve concave southwesterly having a radius of 40.82 feet; thence southeasterly along and with the arc of said curve through a central angle of 67°46'47", an arc distance of 48.28 feet; said arc being subtended by a chord having a bearing and distance of South 67°35'27" East, 45.52 feet, to the beginning of a curve concave westerly having a radius of 91.44 feet; thence southerly along and with the arc of said curve through a central angle of 43°50'36", an arc distance of 69.97 feet, said arc being subtended by a chord having a bearing and distance of South 11°33'41" East, 68.27 feet; thence South 07°53'50" West, 37.45 feet; thence South 03°30'32" West, 15.33 feet to the end of said line.

Containing 2,411 Square Feet, more or less.



FILED AND RECORDED IN PUBLIC  
RECORDS OF PUBLIC UTILITY

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This Instrument Prepared By:

Charles L. Williams, Jr.  
1240 N. W. 11th Avenue  
Gainesville, Florida 32601

## OFFICIAL RECORDS

## WARRANTY DEED

THIS INDENTURE, made and entered into on this 26th day of July 1984, by and between THE FELDSPAR CORPORATION, a North Carolina Corporation, of the County of Putnam, State of Florida, as Grantor\*, and D.E. WILLIAMS, JR. and NANCY WILLIAMS ANDERSON, as tenants in common, each owning an undivided 50% interest, of 409 S. W. 4th Avenue \* of the County of Alachua, State of Florida, as Grantee\*. (\*Gainesville)

WITNESSETH, that said grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in Putnam County, Florida, to-wit:

## PARCEL A:

A portion of Section 35 and 36, Township 10 South, Range 23 East, Putnam County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 36 and run thence North 01 deg. 41' 45" East, along the West boundary of said Section 88.40 feet, to the Northerly right-of-way line of a paved county road, thence south 88 deg. 15' 36" East, along said Northerly right-of-way line, 511.69 feet, thence North 01 deg. 48' 27" East, along the Westerly right-of-way line of said paved county road, 1390.92 feet, to the Point of Beginning, thence continue North 01 deg. 48' 27" East, along an extension of said Westerly right-of-way line, 491.07 feet, more or less, to the waters edge of a lake, thence Easterly along the waters edge of said lake through the following 5 courses: South 85 deg. 46' 25" East, 32.66 feet; South 84 deg. 59' 33" East, 64.10 feet; North 89 deg. 14' 08" East, 55.89 feet; North 86 deg. 36' 53" East, 62.40 feet; North 58 deg. 51' 44" East, 78.98 feet, thence south 59 deg. 37' 05" East, 2.52 feet, to a point on the arc of a curve concave Northwesterly and having a radius of 2,768.63 feet, thence Northeasterly along the arc of said curve through a central angle of 01 deg. 31' 27", an arc distance of 73.65 feet, to the end of said curve, said arc being subtended by a chord having a bearing and distance North 29 deg. 37' 11" East, 73.65 feet, thence North 28 deg. 51' 28" East, 990.52 feet, to the beginning of a curve concave Southeasterly and having a radius of 666.00 feet, thence Northeasterly along the arc of said curve through a central angle of 01 deg. 33' 05", an arc distance of 18.03 feet, said arc being subtended by a chord having a bearing and distance of North 29 deg. 38' 00" East, 18.03 feet, thence North 59 deg. 35' 27" West, 3.75 feet, more or less, to the waters edge of a lake, thence Northwesterly, Westerly, and Southwesterly along the waters edge of said lake through the following 11 courses: North 16 deg. 55' 00" West, 80.32 feet; North 08 deg. 56' 45" East, 63.41 feet; North 50 deg. 31' 54" West, 95.77 feet; North 56 deg. 46' 19" West, 33.77 feet; North 13 deg. 08' 26" West, 34.61 feet; North 10 deg. 34' 23" East, 59.40 feet; North 32 deg. 32' 04" West, 81.25 feet; North 76 deg. 11' 12" West, 69.00 feet; North 87 deg. 37' 13" West, 56.19 feet; South 66 deg. 59' 29" West, 41.68 feet; South 41 deg. 29' 07" West, 25.04 feet; thence North 41 deg. 24' 08" West, 197.26 feet; thence South 74 deg. 35' 10" West, 249.84 feet, to the beginning of a curve concave Northerly and having a radius of 457.32 feet, thence Westerly along the arc of said curve through a central angle of 44 deg. 49' 31", an arc distance of 357.78 feet, to the end of said curve, thence North 50 deg. 19' West, 476.80 feet, thence North 05 deg. 19' 07" East, 152.90 feet, thence North 26 deg. 14' 08" East, 297.83 feet, more or less, to the waters edge of Darkwater Lake, thence Easterly along the waters edge of said Darkwater Lake, through the following 27 courses: South 64 deg. 06' 21" East, 192.44 feet

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South 50 deg. 37' 55" East, 36.91 feet; South 57 deg. 44' 30" East, 91.96 feet; South 75 deg. 26' 53" East, 117.24 feet; South 78 deg. 13' 44" East, 100.50 feet; South 75 deg. 41' 03" East, 138.77 feet; North 89 deg. 29' 53" East, 85.66 feet; North 82 deg. 22' 22" East, 100.24 feet; North 71 deg. 54' 00" East, 146.51 feet; North 52 deg. 37' 19" East, 67.85 feet; North 83 deg. 53' 02" East, 161.79 feet; North 67 deg. 38' 37" East, 44.50 feet; North 38 deg. 57' 46" East, 113.55 feet; South 74 deg. 34' 12" East, 176.73 feet; South 08 deg. 51' 30" East, 114.13 feet; South 20 deg. 48' 07" East, 74.02 feet; South 35 deg. 42' 40" East, 87.25 feet; South 44 deg. 17' 46" East, 108.93 feet; South 60 deg. 18' 32" East, 100.01 feet; South 71 deg. 02' 45" East, 35.69 feet; North 70 deg. 05' 32" East, 32.55 feet; North 81 deg. 23' 12" East, 65.91 feet; North 67 deg. 41' 25" East, 50.16 feet; North 80 deg. 14' 02" East, 50.49 feet; North 35 deg. 45' 46" East, 62.20 feet; North 31 deg. 14' 32" East, 18.56 feet; North 39 deg. 33' 17" East, 10.00 feet; thence South 30 deg. 02' 49" East, 419.18 feet, to a point on the arc of a curve concave Southeasterly and having a radius of 2266.00 feet thence North-easterly along the arc of said curve through a central angle of 09 deg. 54' 24", an arc distance of 391.80 feet, to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 84 deg. 24' 02" East, 391.31 feet, thence North 89 deg. 21' 14" East, 326.68 feet, to the beginning of a curve concave Southwesterly and having a radius of, 437.86 feet, thence Southeasterly along the arc of said curve through a central angle of 93 deg. 27' 00", an arc distance of, 714.15 feet, to the end of said curve and a point on the East boundary of the SW 1/4 of the SW 1/4 of the NE 1/4 of said Section 36, thence South 02 deg. 48' 14" West, along said East boundary, 394.95 feet, to the Southeast corner of said SW 1/4 of the SW 1/4 of NE 1/4, thence North 86 deg. 57' 46" West, along the South boundary of said SW 1/4 of SW 1/4 of NE 1/4, 402.17 feet, more or less, to the waters edge of Clearwater Lake, thence Northerly, Westerly and Southwesterly along the waters edge of said Clearwater Lake through the following 15 courses: North 12 deg. 24' 44" East, 21.46 feet; North 01 deg. 40' 36" East, 202.57 feet; North 06 deg. 34' 19" East, 110.00 feet; North 43 deg. 59' 17" West, 160.01 feet; North 85 deg. 52' 39" West, 117.69 feet; South 70 deg. 44' 50" West, 87.82 feet; South 57 deg. 22' 49" West, 80.04 feet; South 57 deg. 59' 59" West, 78.12 feet; South 81 deg. 14' 29" West, 74.55 feet; North 84 deg. 17' 50" West, 199.61 feet; South 60 deg. 40' 21" West, 105.74 feet; South 51 deg. 46' 00" West, 151.70 feet; South 76 deg. 45' 37" West, 109.45 feet; South 76 deg. 39' 17" West, 127.56 feet; South 35 deg. 22' 25" West, 107.33 feet; to the South boundary of the SE 1/4 of the NW 1/4 of said Section 36, thence North 86 deg. 57' 46" West, along the South boundary of said SE 1/4 of NW 1/4, 400.20 feet, to the Southwest corner of said SE 1/4 of NW 1/4, also known as the Northeast corner of the NW 1/4 of the SW 1/4 of said Section 36, thence South 01 deg. 04' 11" West, along the East boundary of said NW 1/4 of SW 1/4, 411.76 feet, more or less, to the waters edge of said Clearwater Lake, thence Southwesterly, Southerly, and Southeasterly along the waters edge of said Clearwater Lake through the following 4 courses: South 65 deg. 28' 48" West, 23.88 feet; South 45 deg. 30' 21" West, 87.00 feet; South 05 deg. 15' 23" East, 57.29 feet; South 53 deg. 59' 55" East, 92.87 feet; to the East boundary of said NW 1/4 of SW 1/4, thence South 01 deg. 04' 11" West, along said East boundary, 338.72 feet, more or less, to the waters edge of a lake, thence Southwesterly, Southerly and Southeasterly along the waters edge of said lake through the following 4 courses: South 82 deg. 57' 18" West, 258.35 feet; South 61 deg. 27' 44" West, 203.28 feet; South 13 deg. 50' 46" West, 116.30 feet; South 23 deg. 40' 51" East 64.94 feet; thence North 86 deg. 55' 54" West, 378.52 feet to the Point of Beginning.

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**PARCEL B:**

A portion of the SW 1/4 of the SW 1/4 of Section 36, Township 10 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section and run thence North 89 deg. 52' 36" East, along the South boundary of said section, 577.85 feet, to the Point of Beginning, thence continue North 89 deg. 52' 36" East, along said South boundary, 762.30 feet, to the Southeast corner of said SW 1/4 of SW 1/4, thence North 01 deg. 00' 11" East, along the East boundary of said SW 1/4 of SW 1/4, 200.00 feet, thence South 89 deg. 52' 36" West, parallel to said South boundary, 759.72 feet, to the Easterly right-of-way line of a paved County Road, thence South 01 deg. 48' 27" West, along said Easterly right-of-way line, 196.46 feet, thence continue South 01 deg. 48' 27" West, along an extension of said Easterly right-of-way line, 3.61 feet, to the Point of Beginning

Subject to Taxes for 1984 and subsequent years.

Subject to restrictions and easements of record.

Subject to that certain Right of Way Agreement in favor of Florida Power and Light Company, dated September 11, 1926, as recorded in Deed Book 108, at Page 314 of the Public Records of Putnam County, Florida.

Subject to that certain Grant of Easement in favor of Earl F. West and Mary E. West, dated July 29, 1977, as recorded in Official Records Book 348, at Page 1498 of the Public Records of Putnam County, Florida.

Subject to that certain License Agreement in favor of Frederick B. Dollar, dated February 1, 1982, as recorded in Official Records Book 415, at Page 636 of the Public Records of Putnam County, Florida.

Subject to that certain Easement in favor of Florida Gas Transmission Company dated March 15, 1978.

The Grantee, their successors, grantees and assigns in title accept this conveyance with full knowledge and understanding that a sand and clay mining operation along with all activities incident thereto will be conducted on adjoining land on a continuing basis. Further, Grantee, their successors, grantees, and assigns covenant and agree that they will not institute any action or proceedings to stop, alter, impede or in any way impair this mining operation and activities incident thereto and further that this shall be construed as a covenant running with the land.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as aforesaid.

\*\*Grantor" and "Grantee" are used for singular or plural, as context requires.

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IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

[Signature]  
[Signature]

THE FELDSPAR CORPORATION

By: [Signature] (SEAL)  
its Chairman  
(Corporate Seal)

STATE OF NC  
COUNTY OF Wake

The foregoing Warranty Deed was acknowledged before me this 30<sup>th</sup> day of July, 1984 by E. C. Jenkins as Chairman of The Feldspar Corporation, a North Carolina Corporation, on behalf of said Corporation.

[Signature]  
North Public, State of NC  
My Commission Expires: 8-9-86

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RECORDS OF FOUNTAIN COUNTY, NC

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[Signature]  
CLERK OF COURT  
FOUNTAIN COUNTY, NC

