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OF COUNSEL
WILLIAM H. FLEECE**
** COURT CERTIFIED MEDIATOR AND
ARBITRATOR (FEDERAL AND STATE)

May 29, 1997

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

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-06/02/97--01143--001
****157.50 ****157.50

RE: The Ciega Village Homeowners Association, Inc.

Dear Sir/Madam:

Enclosed please find the original Amended and Restated Articles of Incorporation of and one (1) copy for the above-referenced corporation.

Please file the enclosed Amended Articles and return a certified copy to me. I have enclosed my check in the amount of \$157.50 to cover the filing fee and certified copy fee (\$35.00 change Registered Agent, \$35.00 Acceptance/Acknowledgement of Registered Agent, \$35.00 Amendments, \$52.50 certified copy).

I have also enclosed a stamped, self-addressed envelope for your convenience in return.

Thank you for your assistance.

Yours truly,

ZACUR & GRAHAM, P.A.

Richard A. Zacur, Esquire

RAZ/dw

Enclosures

FILED
97 JUN -2 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AM Post
6/17

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

THE LAKES, UNIT II, PHASE I HOMEOWNERS ASSOCIATION INC.
~~THE~~ CIEGA VILLAGE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being all residents of the State of Florida and of full age, hereby associate themselves together for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I

NAME

The name of this corporation, as of February 10, 1988, is The Lakes, Unit II, Phase I Ciega Village Homeowners Association, Inc., hereinafter called the Association. This corporation was formerly known as The Lakes, Unit II, Phase I Homeowners Association, Inc.

ARTICLE II

REGISTERED OFFICE

The initial ~~registered~~ principal office of this Association shall be located at 2907 S.R. 590, Suite 9, 4070 105th Avenue N., Clearwater, Florida, 33549 34622, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND AGENT

~~The street address of the initial registered office of the Association shall be 2907 S.R. 590 # 9, Clearwater, Florida. The name of the Association's initial registered agent at such address shall be: John J. Lukaszewski, Jr.~~

LEGEND:

~~Strike through~~ = to be deleted

Underlining = added

97 JUN -2 PH 2:12
F20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit A attached hereto and made a part hereof by reference, herein called the "Properties". The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area ~~and certain other land within the Properties~~; and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Lakes, Phase I, Ciega Village Homeowners Association, Inc., now or hereafter recorded among the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called "Declaration". All terms defined in the Declaration shall have the same meaning when used herein, such Declaration being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

(a) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payments by any lawful means all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(c) acquire, either by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of this Association;

(d) borrow money, and with the assent of two-thirds (2/3) of ~~each class of~~ the entire Association members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer in fee simple all or any part of the Association's property to any public bodies or governmental agencies or authorities, or public or private utility companies for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) vote of ~~each class~~ the entire Association members; provided, however, no such approval shall be required in order to convey property for use as a well site or pumping station, lift station, drainage or retention pond or such other incidental or related use;

(f) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(g) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-third (2/3) of ~~each class~~ the entire Association members;

(h) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of the Articles of Incorporation;

(i) contract for the maintenance and management of the Common Area, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration; and

(j) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 of the Florida Statutes, by law may now or hereafter have or exercise.

ARTICLE V IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the provisions of the Declaration to assessment by this Association, including contract sellers, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one such Lot shall be entitled to one membership for each Lot owned. ~~by him.~~ Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance or other transfer of such Lot. ~~U.S. Home Corporation, a Delaware corporation, herein called the "Declarant", shall be a member of the Association so long as it owns one or more Lots.~~

ARTICLE VI V

VOTING RIGHTS

The Association shall have ~~two one classes class~~ of voting membership. ~~Glass A and class B.~~ All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than one vote be cast with respect to such Lot, ~~the number of votes hereinafter designated be cast with respect to any such Lot,~~ nor shall any split vote be permitted with respect to such Lot. ~~The two classes of voting membership, and voting rights related thereto, are as follows:~~

1. ~~Glass A.~~ Glass A members shall be all Owners of Lots subject to assessments; provided, however, so long as there is Glass B membership the Declarant shall not be Glass A member. Owners of Glass A Lots shall be entitled to one (1) vote for each Lot owned.

2. ~~Glass B.~~ Glass B members shall be the Declarant, and shall be entitled to three (3) votes for each Glass B Lot which it owns and twelve (12) votes per acre (rounded to the nearest whole number) for any Parcel it owns.

3. ~~Termination of Glass B.~~ From time to time Glass B membership may cease and be converted to Glass A membership, and any Glass B Lot then subject to the terms of the Declaration shall become Glass A Lots upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Glass A membership equal the total votes outstanding in the Glass B membership.

(ii) On December 31, 1985, or

(iii) When the Declarant waives in writing its right to Glass B membership;

41. Quorum. Except as otherwise expressly required by the Declaration, the presence at a meeting of thirty percent (30%) of the members, either in person or by proxy, of those entitled to cast a vote at least one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action.

ARTICLE VII VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially composed of ~~three (3)~~ five (5) Directors who ~~need not shall~~ be Members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than ~~three (3)~~ than five (5). ~~The Directors shall be divided into three (3) classes: Class A, Class B, and Class C. The term of office for all Directors shall be three (3) years, except that the term, of office of the initial Class A Director shall expire at the first annual meeting of the members; the terms of office of the initial Class B Director shall expire at the annual meeting one (1) year thereafter, and the term of office of the initial Class C Director shall expire at the annual meeting two (2) years thereafter.~~ The names and addresses of the persons who are to act in the capacity of Directors, until their successors are elected and qualify, unless they sooner shall die, resign, or are removed are:

NAME

ADDRESS

CLASS A DIRECTOR

John J. Lukaszewski

2907 State Road 590
Suite 9
Clearwater, FL 33519

CLASS B DIRECTOR

David L. Hickman

2907 State Road 590
Suite 9
Clearwater, FL 33519

CLASS C DIRECTOR

Daniel T. Smith

2907 State Road 590
Suite 9
Clearwater, FL 33519

ARTICLE VIII VII

OFFICERS

The names and addresses of the Officers of this Association who, subject to these Articles of Incorporation and the By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of Officers following the first annual members meeting, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Daniel T. Smith	President	2907 State Road 590 Suite 9 Clearwater, FL 33519
David L. Hickman	Vice President	2907 State Road 590 Suite 9 Clearwater, FL 33519
John J. Lukaszewski, Jr.	Secretary/ Treasurer	2907 State Road 590 Suite 9 Clearwater, FL, 33519

~~Thereafter, Officers~~ Officers, who shall be Directors, shall be elected by the Directors ~~shall be elected at the Board of Directors meeting next following each annual meeting of members. Officers need not~~ shall ~~be members of the Association.~~

ARTICLE ~~IX~~ VIII

SUBSCRIBERS

The names and addresses of the subscribers to ~~these the~~ Articles of Incorporation, when this Association was known as The Lakes, Unit II, Phase I, Homeowners Association, Inc., were are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Daniel T. Smith	2907 State Road 590 Suite 9 Clearwater, FL 33519
David L. Hickman	2907 State Road 590 Suite 9 Clearwater, FL 33519
John J. Lukaszewski	2907 State Road 590 Suite 9 Clearwater, FL 33519

ARTICLE ~~XI~~ IX

DURATION

This Association shall exist perpetually.

ARTICLE ~~XIII~~ X

AMENDMENT

Any amendment of these Articles shall require the assent of at least ~~sixty-six and two-thirds percent (66-2/3%) of the votes~~ two thirds (2/3) of all members entitled to cast a vote at any regular or special meeting of the membership duly called and convened.

ARTICLE ~~X~~ XI

DISSOLUTION

This Association may be dissolved with the assent of at least two-thirds (2/3) of all members entitled to cast a vote, ~~not less than two-thirds (2/3) of the votes of each Class of members~~; provided consent to such dissolution shall have been obtained from the City of Pinellas Park. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE XII

BY-LAWS

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded by a majority of the votes cast at any regular or special meeting of the membership duly called and convened.

ARTICLE ~~XIV~~ XIII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE ~~XV~~ XIV

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies of conflicting results.

ARTICLE XV

**CONFLICT with the ASSOCIATION DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS or BY-LAWS**

In the event of any conflict between the Association's Declaration of Covenants, Conditions and Restrictions, By-Laws and the Articles of Incorporation, the Declaration shall take precedence over these Articles and/or the By-Laws. In any conflict between the Articles of Incorporation and the By-Laws, these Articles shall take precedence over the By-Laws.

IN WITNESS WHEREOF, for the purpose of amending the Articles of Incorporation of this corporation under the laws of the State of Florida, the undersigned, constituting the subscribers of the Association have executed the amendments to these Articles of Incorporation this 22 day of May 1997.

Witnesses:

Carol R. Gess

Printed Name: CAROL GESS

James R. Pollock

Association President

Denise R. Chesnick

Printed Name: Denise R. Chesnick

Carol R. Gess

Printed Name: CAROL GESS

Thomas J. Wise

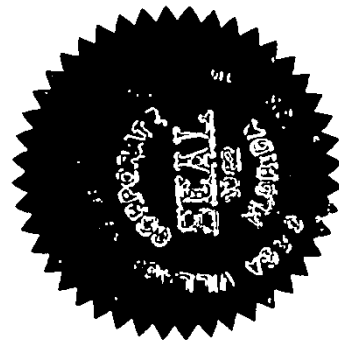
Association Secretary

Denise R. Chesnick

Printed Name: Denise R. Chesnick

Consent is hereby given to
appointment as registered agent:

Richard A. Zacur



CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF PINELLAS

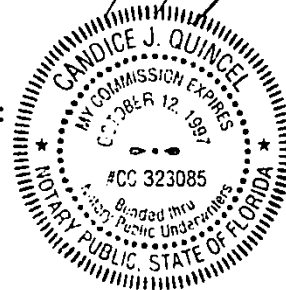
BEFORE ME, the undersigned authority, on this 22 day of May
1997, personally appeared THOMAS LOISEL & JAMES ROBB,
personally known to me of have produced FL DR Lic's as identification,
to be the persons described in and who signed the foregoing Articles of
Incorporation.

WITNESS my hand and official seal the date aforesaid.


Notary Public

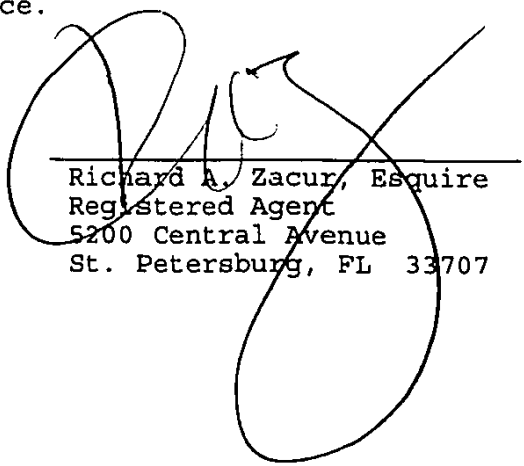
My commission expires: 10/13/97

Notary Official Seal:



REGISTERED AGENT ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated corporation at the place designated in these Amended and Restated Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.



Richard A. Zacur, Esquire
Registered Agent
5200 Central Avenue
St. Petersburg, FL 33707

5:11:57 PM
97 JUN -2 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CIEGA VILLAGE

formerly known as
THE LAKES, UNIT II, PHASE I

PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 30, SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15, RUN THENCE NORTH $89^{\circ}54'58''$ WEST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 2640.44 FEET TO THE SOUTH 1/4 CORNER OF SECTION 15, SAID SOUTH 1/4 CORNER ALSO BEING THE POINT OF BEGINNING: THENCE CONTINUE WEST ALONG SAID SOUTH LINE NORTH $89^{\circ}56'03''$ WEST, A DISTANCE OF 769.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 225.00 FOOT FLORIDA POWER COMPANY RIGHT OF WAY, THENCE RUN NORTH $28^{\circ}28'07''$ WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1135.26 FEET TO A POINT ON A CURVE SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1460.00 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}37'42''$ AN ARC DISTANCE OF 16.01 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $44^{\circ}29'41''$ FEET, 16.01 FEET TO THE POINT OF TANGENCY ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF LAKE BOULEVARD NORTH AS SHOWN ON PLAT OF THE LAKES UNIT ONE, FIRST ADDITION AS RECORDED IN PLAT BOOK 68, PAGE 77 OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE RUN NORTH $44^{\circ}48'32''$ EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 343.00 FEET, THENCE NORTH $45^{\circ}11'28''$ WEST, A DISTANCE OF 40.00 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 555.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}07'59''$, AN ARC DISTANCE OF 40.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $43^{\circ}07'29''$ WEST, 40.03 FEET, THENCE RUN NORTH $44^{\circ}48'32''$ EAST A DISTANCE OF 14.65 FEET, TO THE POINT OF CURVE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 490.00 FEET THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ}16'30''$, AN ARC DISTANCE OF 387.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $67^{\circ}26'47''$ EAST, 377.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN SOUTH $89^{\circ}54'58''$ EAST, A DISTANCE OF 387.41 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $45^{\circ}05'02''$ EAST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN SOUTH $89^{\circ}54'58''$ EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVE OR A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DIS-

TANCE OF SOUTH 44°54'58" EAST, 28.28 FEET TO THE POINT OF TANGENCY
 OF SAID CURVE, THENCE RUN SOUTH 89°54'58" EAST, A DISTANCE OF
 720.00 FEET, TO A POINT OF CURVE OF A CURVE TO THE LEFT, SAID
 CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00
 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH
 A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET, SAID
 31.42 ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH
 45°05'02" EAST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE
 THENCE RUN SOUTH 89°54'58" EAST, A DISTANCE OF 60.00 FEET TO THE
 POINT OF CURVE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE
 NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN
 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
 OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUB-
 TENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°54'58" EAST,
 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN
 SOUTH 00°05'02" WEST, A DISTANCE OF 80.00 FEET TO THE POINT OF
 CURVE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTH-
 EASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTH-
 WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
 OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°05'02"
 WEST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE,
 THENCE RUN SOUTH 00°05'02" WEST, A DISTANCE OF 160.00 FEET TO
 THE POINT OF CURVE OF A CURVE TO THE LEFT, SAID CURVE BEING
 CONCAVE, NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE
 RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°54'58" EAST,
 28.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN
 SOUTH 00°05'02" WEST, A DISTANCE OF 50.00 FEET, TO THE POINT OF
 CURVE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTH-
 EASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTH-
 WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
 90°00'00" AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED
 BY A CHORD BEARING AND DISTANCE OF SOUTH 45°05'02" WEST, 28.28
 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN SOUTH
 00°05'02" WEST, A DISTANCE OF 160.00 FEET TO THE POINT OF CURVE
 OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY
 AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHEASTERLY ALONG
 THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN
 ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD
 BEARING AND DISTANCE OF SOUTH 44°05'02" EAST, 28.28 FEET TO THE
 POINT OF TANGENCY OF SAID CURVE. THENCE RUN SOUTH 00°05'02", WEST
 DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE TO THE
 LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHEASTERLY HAVING A
 RADIUS OF 20.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF
 SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE
 OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND
 DISTANCE OF SOUTH 45°05'02" WEST, 28.28 FEET TO THE POINT OF
 TANGENCY OF SAID CURVE, THENCE RUN SOUTH 00°05'02" WEST, A DIS-
 TANCE OF 160.00 FEET, TO THE POINT OF CURVE OF A CURVE TO LEFT,
 SIAD CURVE BEING CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS
 OF 20.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°05'02" EAST, 28.28 TO POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 00°05'02" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°05'02" WEST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN SOUTH 00°05'02" WEST A DISTANCE OF 160.00 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°05'02" EAST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 89°54'58" EAST, A DISTANCE OF 50.00 FEET, TO THE POINT OF CURVE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°05'02" WEST, 28.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE RUN SOUTH 00°05'02" WEST, A DISTANCE OF 160.00 FEET, TO THE POINT OF CURVE OF A CURVE TO LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°05'02" EAST, 28.28 TO POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 00°05'02" WEST, A DISTANCE OF 50.00 FEET, THENCE RUN NORTH 89°54'58" WEST A DISTANCE OF 20.00 FEET, THENCE RUN SOUTH 00°05'02" WEST, A DISTANCE OF 135.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION, THENCE RUN NORTH 89°54'58" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 530.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 53.8659 ACRES MORE OR LESS.

ALL STATE LAND SURVEYORS, INC.
2280 U.S. Hwy. 19 North
Suite 144B
Clearwater, Florida 33515

January 25, 1982

Exhibit "A"