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#### ARTICLES OF INCORPORATION

#### OF

#### RAGLANDS HOMEOWNERS ASSOCIATION, INC.

#### A Florida Corporation not for profit

#### ARTICLE I

#### **DEFINITIONS**

- 1.1 All terms which are defined in the Declaration of Covenants and Restrictions for RAGLANDS HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Declaration") shall be used herein with the same meanings as defined in said Declaration.
- 1.2 "Association" as used herein shall mean RAGLANDS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit, the corporation formed by these Articles, its successors or assigns.
- 1.3 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- "Declarant" shall mean and refer to DEBORAH GUSKIEWICZ, as Trustee FOB of DEBORAH GUSKIEWICZ REVOCABLE TRUST UTD DATED June 21, 1991, (the "Trustee"), and ROBERT GUSKIEWICZ and DEBORAH GUSKIEWICZ, husband and wife ("Declarant"), its successors or assigns.
- 1.5 "Declaration" shall refer to that certain Declaration of Covenants and Restrictions for **RAGLANDS** dated February 21, 2023, and recorded in the Public Records of Alachua County, Florida (the "Declaration").
- 1.6 "SUBJECT PROPERTY" shall mean and refer to all properties which may, from time to time, be subject to the covenants and restrictions contained within the Declaration.
- 1.7 "Parcel" shall mean and refer to each individual Parcel of land as described in **EXHIBIT "A"** to the Declaration, and any Parcel subsequently created as a result of a further subdivision of a Parcel described in **EXHIBIT 'A'**.
- 1.8 "Member" shall mean and refer to those persons entitled to Membership as provided for in these Articles and the Declaration and "Membership" shall mean all of the Members.
- 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons

#### ARTICLE II

#### NAME AND INITIAL PRINCIPAL OFFICE

- 2.1 The name of this Association shall be RAGLANDS HOMEOWNERS ASSOCIATION, INC.
- 2.2 The initial principal office of the Association is located at 22903 NW 114th Avenue, Alachua, Florida, 32615 and the mailing address for the Association is P.O. Box 1918, High Springs, Florida 32655, or at such other location from time to time as the Board of Directors may deem advisable.

#### ARTICLE III

#### PURPOSE

The Association does not contemplate pecuniary gain or profit from the Members thereof, and the general nature, objectives and purposes of the Association for which it is formed are as follows:

- 3.1 To preserve, maintain, repair, and improve the Easements as described in the Declaration which obligations have been delegated to the Association.
- 3.2 To operate without profit for the sole and exclusive benefit of the Association's Members. No portion of the Association's net earnings, if any, shall inure to the benefit of any Member of the Association or to any individual person, firm or corporation.
- 3.3 To administer and enforce all of the terms and conditions of the Declaration recorded or to be recorded in the Public Records of Alachua County affecting the real property therein described or which thereafter may be made subject to the Declaration.
- 3.4 To perform all of the functions contemplated for the Association and undertaken by the Board of Directors of the Association, in the Declaration.

#### ARTICLE IV

#### **POWERS**

The Association shall have all powers set forth in Sections 617 and 720, Florida Statutes, as well as the following powers and duties reasonably necessary to implement the purposes of the Association, including, but not limited to:

- 4.1 To hold funds solely and exclusively for the benefit of its Members for the purposes set forth in these Articles of Incorporation.
- 4.2 To promulgate, adopt and enforce rules, regulations, By-Laws and agreements to effectuate the purposes for which the Association has been organized.
- 4.3 To delegate power or powers where such is deemed in the interest of the Association.
- 4.4 To enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles and not prohibited by the laws of the State of Florida now in existence or hereafter amended.
- 4.5 To contract for services to provide for improvements, repair and maintenance of the Easements described in the Declarations if the Association contemplates employing a maintenance company.
- 4.6 To fix, collect and enforce assessments to be levied against the individual Parcels to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves from time to time for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with management companies and other organizations for the collection of such assessments.
- 4.7 To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- 4.8 To charge recipients for services rendered by the Association and any user for any use of Association property when such is deemed appropriate by the Board of directors of the Association.
- 4.9 To pay taxes, utility, maintenance and other charges, if any, on or against the Easements and other properties which may be owned or accepted by the Association.
- **4.10** To borrow money for the benefit of the Association.
- 4.11 To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members.
- **4.12** To make, establish and enforce By-Laws and reasonable rules and regulations governing the use of the Easements, as well as the conduct of Members, their

families, visitors, and guests, and to provide for the operation and formal administration of the Association.

- 4.13 To enter into agreements with governmental entities.
- 4.14 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association and to enforce all the terms and conditions as set forth in the Declaration, applicable to the Subject Property, the Parcels and the Easements, and recorded or to be recorded in the Public Records of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length.
- 4.15 In general, to have all powers conferred upon a corporation by the laws of the State of Florida, as set forth in Chapters 617 and 720, Florida Statutes, which are not in conflict with the terms of these Articles and the Declaration, necessary to implement the purposes of the Association.

#### ARTICLE V

#### **MEMBERS**

- 5.1 The Declarant and all owners of Parcels shall be Members of the Association.
- 5.2 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Parcels.

#### ARTICLE VI

#### VOTING AND ASSESSMENTS

Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Parcel in which such Member holds the interest required for membership ("Voting Interest"). When one or more persons hold a Voting Interest in any Parcel, all such persons shall be Members, and the Voting Interest for such Lot shall be exercised only by one Member, who shall be designated in a written instrument, executed by or on behalf of all record owners of such interest, filed with the Secretary of the Association. In no event shall more than one (1) vote be cast with respect to any Parcel. Except where otherwise required under the provisions of these Articles, the By-Laws, the Declaration or by law, the affirmative vote of a majority of the Voting Interests represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

- 6.2 Voting of the Members shall be in person or by proxy appointed by an instrument in writing subscribed by the Member designated to vote as provided in paragraph 6.1 above, or by written absentee ballot signed by a Member as duly designated to vote.
- 6.3 The Association shall have the right to suspend any Mcmber's right to vote (other than the right of the Declarant) for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than ten (10) days after the due date for the payment thereof.
- 6.4 The Association shall obtain funds with which to operate by assessment of its Member in accordance with the provisions of these Articles, the By-Laws and the Declaration.
- 6.5 The By-Laws of the Association shall provide for annual meetings of Members and may make provision for regular and special meetings of Members in addition to the annual meetings. The presence at any meeting of the Members of at least thirty percent (30%) of Members entitled to vote, in person, or by proxy, or by written absentce ballot, shall constitute a quorum for the transaction of business.

#### ARTICLE VII

#### **BOARD OF DIRECTORS**

- 7.1 The business affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. They shall serve until fifty percent (50%) of the total Parcels are conveyed to Members other than the Declarant (the "Purchaser Members"), at which time one (1) member of the Initial Board shall be replaced by a Director elected by the Purchaser Members. The Purchaser Members shall be entitled to elect a majority of the Board of Directors of the Association three (3) months after ninety percent (90%) of the total Parcels have been conveyed to Purchaser Members. The Declarant shall be entitled to elect at least one (1) Director to serve on the Board of Directors of the Association as long as the Declarant owns at least one (1) Parcel.
- 7.2 Following the time the Declarant relinquishes control of the Board of directors of the Association, the Declarant may exercise the right to vote any Declarant-owned Parcels, in the same manner as any other Member, except for the purpose of reacquiring control of the Board of Directors of the Association or for the purpose of selecting the majority of the members of the Board of Directors of the Association.
- 7.3 Elections shall be by plurality vote at a meeting at which a quorum of the Membership of the Association is voting in person or by proxy.

- 7.4 Until such time as the Purchaser Members shall be entitled to elect all of the Directors, the Declarant shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Declarant and to replace the Director so discharged.
- 7.5 The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").
- 7.6 Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members, and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.
- 7.7 The names and addresses of the members of the Initial Board who shall hold office until their successors are elected or appointed and have qualified, are as follows:
  - 1. Deborah Guskiewicz, 22903 NW 114 Avenue, Alachua, Florida, 32615
  - 2. Robert Guskiewicz, 22903 NW 114 Avenue, Alachua, Florida, 32615
  - 3. Ryan A. Guskicwicz, 22841 NW 114 Avenue, Alachua, Florida, 32615
- 7.8 If any of these original Directors shall resign, the remaining Directors shall elect a successor to fill the vacancy. If a Director elected by the Members shall for any reason cease to be a Director, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.
- 7.9 A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

#### ARTICLE VIII

#### **OFFICERS**

The Association shall have a President, a Vice President, and a Secretary-Treasurer, and such other officers and assistant officers and agents as the board of directors may from time to time deem desirable consistent with the By-Laws of the Association, which officers shall be subject to the direction of the Board of Directors. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors at the annual meeting of the Board of Directors, for terms of one (1) year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and all other

officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice-President shall automatically succeed to office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices, provided, however, that the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person. The names of the officers who are to serve as officers of the Association until the first annual meeting of the Board of directors and until their successors are duly elected and qualified are:

President - Deborah Guskiewicz

Vice-President - Robert Guskiewicz

Secretary -Treasurer- Ryan A. Guskiewicz

#### ARTICLE IX

#### CORPORATE EXISTENCE

9.1 The Corporation shall have perpetual existence.

#### ARTICLE X

#### **BY-LAWS**

10.1 The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the Members in the manner set forth in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

#### ARTICLE XI

#### AMENDMENT TO ARTICLES OF INCORPORATION

11.1 Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of two thirds (2/3) of the Voting Interests; provided, however, that: (i) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association; (ii) these Articles shall not be amended in any manner without the prior written consent of the Declarant to such amendment, so long as the Declarant is the Owner of any Parcel; (iii) so long as Declarant is the Owner of any Parcel, these Articles may be amended from time to time by Declarant and without the consent of the Members, provided that these Articles shall not be

- amended in any manner which shall reduce, amend, affect, modify, or conflict with the terms, covenants, provisions, rights and obligations set forth in the Declaration.
- 11.2 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either at an annual meeting or at a special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members.
- 11.3 A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the same shall be recorded in the Public Records of Alachua County, Florida.

#### ARTICLE XII

#### INCORPORATOR

12.1 The name and street address of the Incorporator are as follows:

Deborah Guskicwicz 22903 NW 114 Avenue Alachua, Florida, 32615

#### ARTICLE XIII

#### INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 13.1 The Board of Directors of the Association shall have the power to indemnify current or former directors, officers, employees or agents of the Association and any persons serving, or who have served, at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise to the full extent permitted by the laws of the State of Florida. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.
- 13.2 The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, within the following limitations.
- A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity as director or officer of the Association or in his capacity as

Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

- B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director of the Association, or by reason of his being or having been a Director, officer, employer or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that the court, administrative agency, or investigate body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstance of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.
- 13.3 The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.
- 13.4 The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### ARTICLE XIV

#### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

14.1 No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be

invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purposes. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

14.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### ARTICLE XV

#### DISSOLUTION OF THE ASSOCIATION

- 15.1 The Association may be dissolved upon a resolution to that effect being approved by not less than two thirds (2/3) of the members of the Board of Directors and being approved by not less than three quarters (3/4) of the Voting Interests of the Association.
- 15.2 Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
- A. Real property contributed to the Association by the Declarant without the receipt by the Declarant of other than nominal consideration shall be returned to the Declarant or its successors or assigns, unless it refuses to accept the conveyance (in whole or in part).
- B. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept and shall be used for purposes similar to those for which the Association was formed. If same is not accepted, then to a similar non-profit corporation.
- C. Remaining assets, if any, shall be distributed among the Members, subject to the limitations set forth above or in these Articles, as tenants in common, each Member's share of the assets to be determined in accordance with such Member's voting rights.

#### ARTICLE XVI

16.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassec, Florida. The Association shall exist in perpetuity.

IN WITNESS WHEREOF, I, DEBORAH GUSKIEWICZ, the undersigned Incorporator have caused these Articles to be filed and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S., executed on this \( \frac{\times 0}{\times 0} \) day of \( \frac{\times 0 \times 1 \times 0 \times 0}{\times 0} \), 2023.

DEBORAH GUSKIEWICZ, Incorporator

#### STATE OF FLORIDA

#### COUNTY OF ALACHUA

The foregoing Articles of Incorporation were acknowledged before me by means of (X) physical presence or () online notarization, on this As day of Percenty, 2023, by DEBORAH GUSKIEWICZ, Incorporator, who is [] personally known to me, or [] produced a Driver's License, as identification.

(Seal)

	RITA D. WORLEY Commission # H#1 207023 Expires April 12, 2026
4500	CHARGE 12, 2020

NOTARY PUBLIC
My Commission Expires:

# CERTIFICATE OF DESIGNATION REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of the Florida Statutes, the mentioned company, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. Raglands Homeowners Association, Inc., a Florida corporation not for profit,

**President** - Deborah Guskiewicz - 22903 NW 114 Avenue, Alachua, Florida, 32615

**Vice-President** – Robert Guskiewicz – 22903 NW 114 Avenue, Alachua, Florida, 32615

**Secretary** - Ryan A. Guskiewicz, 22841 NW 114 Avenue, Alachua, Florida, 32615

 Registered Agent/Registered Office - <u>Raglands Homeowners Association</u>, <u>Inc.</u>, a Florida corporation not for profit.

Deborah Guskiewicz, 22903 NW 114 Avenue, Alachua, Florida, 32615.

Deborah Guskiewicz, Incorporator, and has been named as Registered Agent and to Accept Service of Process for the above stated company at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Deborah Guskiewicz, Registered Agent

# EXHIBIT 'A'

MAP depicting Parcels A, B, C, D, E, F, G, H and I which comprise the Subject Property (Also referenced as Lots 3 thru 10B inclusive)

# EXHIBIT 'A'

### SUBJECT PROPERTY

Lot 3 (Parcel A)

A portion of the South Half of the Southwest Quarter (S 1/2 of SW 1/4 ) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89°59′32″ East, along the South line of said Section 26, a distance of 1722.08 feet; thence North 02°28′11″ West, parallel with the West line of said Section 26, a distance of 751.05 feet to the Point of Beginning; thence continue North 02°28′11″ West, parallel with said West line of Section 26, a distance of 570.00 feet to a point on the North line of the South Half of the Southwest Quarter (S 1/2 of SW 1/4) of said Section 26; thence South 89°57′33″ West, along said North line, 436.00 feet; thence South 02°28′11″ East, parallel with said West line of Section 26, a distance of 570.00 feet; thence North 89°57′33″ East, parallel with said North line, 436.00 feet to the Point of Beginning.

Containing 5.70 Acres, more or less.

#### Lot 4 (Parcel B)

A portion of the South Half of the Southwest Quarter (S 1/2 of SW 1/4) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89\*59'32" East, along the South line of said Section 26, a distance of 1722.08 feet; thence North 02\*28'11" West, parallel with the West line of said Section 26, a distance of 751.05 feet; thence South 89\*57'33" West, parallel with the North line of the South Half of the Southwest Quarter (\$ 1/2 of \$W 1/4) a distance of 436.00 feet to the Point of Beginning; thence continue South 89\*57'33" West, parallel with said North line, 436.00 feet; thence North 02\*28'11" West, parallel with said West line of said Section 26, a distance of \$70.00 feet to a point on said North line; thence North 89\*57'33" East, along said North line, 436.00 feet; thence South 02\*28'11" East, parallel with said West line of Section 26, a distance of \$70.00 feet to the Point of Beginning.

Containing 5.70 Acres, more or less.

#### Lot 5 (Parcel C)

A portion of the South Half of the Southwest Quarter (S 1/2 of SW 1/4 ) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89\*59'32" East, along the South line of said Section 26, a distance of 40.04 feet to a point on the East Right-of-Way line of N.W. 234th Street; thence continue North 89\*59'32" East, along said South line, 585.02 feet; thence North 02\*28'11" West, parallel with the West line of said Section 26, a distance of 225.42 feet; thence North 89\*57'33" East, parallel with the North line of the South Half of the Southwest Quarter (S 1/2 of SW 1/4) of said Section 26, a distance of 225.00 feet; thence North 02\*28'11" West, parallel with said West line, 745.00 feet to the Point of Beginning; thence continue North 02\*28'11" West, parallel with said West line of said Section 26, a distance of 350.00 feet to a point on sald North line; thence South 89\*57'33" West, along said North line, 810.00 feet to a point on sald East Right-of-Way line; thence South 02\*28'11" East, along said East Right-of-Way line and parallel with said West line of Section 26, a distance of 350.00 feet; thence North 89\*57'33" East, parallel with said North line, 810.00 feet to the Point of Beginning.

Containing 6.50 Acres, more or less.

#### Lot 6 (Parcel D)

A portion of the South Half of the Southwest Quarter (\$ 1/2 of SW 1/4 ) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89°59′32″ East, along the South line of said Section 26, a distance of 40.04 feet to a point on the East Right-of-Way line of N.W. 234<sup>th</sup> Street; thence continue North 89°59′32″ East, along said South line, 585.02 feet; thence North 02°28′11″ West, parallel with the West line of said Section 26, a distance of 225.42 feet; thence North 89°57′33″ East, parallel with the North line of the South Half of the Southwest Quarter (S 1/2 of SW 1/4) of said Section 26, a distance of 225.00 feet; thence North 02°28′11″ West, parallel with said West line, 435.00 feet to the Point of Beginning; thence continue North 02°28′11″ West, parallel with said West line of said Section 26, a distance of 310.00 feet; thence South 89°57′33″ West, parallel with said North line, 810.00 feet to a point on said East Right-of-Way line; thence South 02°28′11″ East, along said East Right-of-Way line and parallel with said West line of Section 26, a distance of 310.00 feet; thence North 89°57′33″ East, parallel with said North line, 810.00 feet to the Point of Beginning.

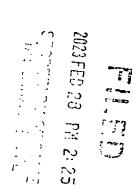
Containing 5.76 Acres, more or less.

#### Lot 7 (Parcel E)

A portion of the South Half of the Southwest Quarter (S 1/2 of SW 1/4) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89\*59'32" East, along the South line of said Section 26, a distance of 40.04 feet to a point on the East Right-of-Way line of N.W. 234<sup>th</sup> Street; thence continue North 89\*59'32" East, along said South line, 585.02 feet; thence North 02\*28'11" West, parallel with the West line of said Section 26, a distance of 225.42 feet; thence North 89\*57'33" East, parallel with the North line of the South Half of the Southwest Quarter (S 1/2 of 5W 1/4) of said Section 26, a distance of 225.00 feet; thence North 02\*28'11" West, parallel with said West line, 125.00 feet to the Point of Beginning; thence continue North 02\*28'11" West, parallel with said West line of said Section 26, a distance of 310.00 feet; thence South 89\*57'33" West, parallel with said North line, 810.00 feet to a point on said East Right-of-Way line; thence South 02\*28'11" East, along said East Right-of-Way line and parallel with said West line of Section 26, a distance of 310.00 feet; thence North 89\*57'33" East, parallel with said North Line, 810.00 feet to the Point of Beginning.

Containing 5.76 Acres, more or less.



Lot 8 (Parcel F)

A portion of the South Half of the Southwest Quarter (\$ 1/2 of SW 1/4 ) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89°59′32″ East, along the South line of said Section 26, a distance of 40.04 feet to a point on the East Right-of-Way line of N.W. 234th Street and the Point of Beginning; thence continue North 89°59′32″ East, along said South line, 585.02 feet; thence North 02°28′11″ West, parallel with the West line of said Section 26, a distance of 225.42 feet; thence North 89°57′33″ East, parallel with the North line of the South Half of the Southwest Quarter (\$ 1/2 of \$W 1/4 ) of said Section 26, a distance of 225.00 feet; thence North 02°28′11″ West, parallel with said West line, 125.00 feet; thence South 89°57′33″ West, parallel with said North line, 810.00 feet to a point on said East Right-of-Way line; thence South 02°28′11″ East, along said East Right-of-Way line and parallel with said West line of Section 26, a distance of 350.08 feet to the Point of Beginning.

Containing 5.34 Acres, more or less.

#### LOT 9 (PARCEL G)

That part of the South half of the Southwest quarter (S ½ of SW ¼) of Section 26, Township 8 South, Range 17 East, Alachua County, Florida, and being more particularly described as follows:

degrees, 59 minutes, 32 seconds East along the South line of said Section 26, a distance of 585.02 feet to the Point of Beginning; thence North 02 degrees, 28 minutes, 11 seconds West, parallel with the West line of said Section 26, a distance of 225.51 feet; thence North 89 degrees, 57 minutes, 33 seconds East, parallel with the North line of the said South half of the Southwest quarter (5 ½ of SW ½), a distance of 225.0 feet; thence North 02 degrees, 28 minutes, 11 seconds West, parallel with the said West line of Section 26, a distance of 525.0 feet; thence North 89 degrees, 57 minutes, 33 seconds East, parallel with the said North line of the South half of the Southwest quarter (5 ½ of SW ½), a distance of 872.01 feet; thence South 02 degrees, 28 minutes, 11 seconds East, parallel with the said West line of Section 26, a distance of 751.05 feet to an intersection with the said South line of Section 26, thence South 89 degrees, 59 minutes, 32 seconds West, along the said South line of Section 26, a distance of 1137.06 feet to the said Point of Beginning.

Lot 10A (Parcel H)

A portion of the South 1/2 of the Southwest 1/4 of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89\*59'32" East, along the south line of said Section 26, a distance of 1722.08 feet to the Point of Beginning; thence continue North 89\*59'32" East, along said south line, 459.29 feet; thence North 03\*22'57" West, 479.99 feet; thence North 89\*59'32" East, parallel with said south line, 455.46 feet to a point on the east line of the South 1/2 of Southwest 1/4 of said Section 26; thence North 03\*22'57" West, along said east line, 272.19 feet; thence South 89\*57'33" West, 902.73 feet; thence South 02\*28'11" East, 751.05 feet to the Point of Beginning.

Containing 10.65 Acres (463,885 Square Feet), more or less.

Lot 10B (Parcel I)

A portion of the South 1/2 of the Southwest 1/4 of Section 26, Township 8 South, Range 17 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 26, Township 8 South, Range 17 East, Alachua County, Florida and run thence North 89\*59'32" East, along the south line of said Section 26, a distance of 2181.37 feet to the Point of Beginning; thence continue North 89\*59'32" East, along said south line, 455.46 feet to the Southeast corner of the South 1/2 of Southwest 1/4 of said Section 26; thence North 03\*22'57" West, along the east line of said South 1/2 of Southwest 1/4, a distance of 479.99 feet; thence South 89\*59'32" West, parallel with said south line, 455.46 feet; thence South 03\*22'57" East, parallel with said east line, 479.99 feet to the Point of Beginning.

Containing 5.01 Acres (218,240 Square Feet), more or less.

#### EXHIBIT 'A'

MAP depicting Parcels A, B, C, D, E, F, G, H and I which comprise the Subject Property (Also referenced as Lots 3 thru 10B inclusive)

