



## SUBMITTAL SUMMARY REPORT AgLotSplit-000287-2026

<b>PLAN NAME:</b> Watching Park Farms	<b>LOCATION:</b> 14850 W HWY 40 OCALA,
<b>APPLICATION DATE:</b> 01/28/2026	<b>PARCEL:</b> 20909-028-00
<b>DESCRIPTION:</b> LDC 2.16.1B(8)(g) Applicability CODE states A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC. Watching Park Farms - Creating a Agricultural Lot Split for 6 parcels composed of two parcels. Parcel No. 20909-028-00 & 20909-031-00.	

CONTACTS	NAME	COMPANY
Applicant	Christopher Howson	JCH Consulting Group, Inc.
Applicant	Christopher Howson	JCH Consulting Group, Inc.
Applicant	Kristen Savage	

CONDITION	DESCRIPTION	CREATED BY	CREATED ON	COMMENTS	SATISFIED?
Conditional Comment(s)	Utility Easement	Heather Proctor	02/18/2026	Parcel 20909-028-00 is within the Marion County Utilities service area but is currently outside of connection distance.  Marion County Utilities requires a sufficient easement to allow for potential future utility service to all parcels. A minimum 20-foot utility easement will be required along the access road to serve Lots 1-5.	No
Conditional Comment(s)	Street Name Sign Installation	Chris Zeigler	03/30/2026	The street name signs for W Hwy 40 and SW 148 Ter Rd must be installed at the driveway prior to recording of the easement.	No

SUBMITTAL	STARTED	DUE	COMPLETE	STATUS
OCE: Plan Review (DR) v.3	04/16/2026	04/23/2026	04/28/2026	Requires Re-submit
OCE: Plan Review (DR) v.2	03/30/2026	04/07/2026	04/15/2026	Requires Re-submit
OCE: Plan Review (DR) v.1	02/06/2026	02/20/2026	03/09/2026	Requires Re-submit
OCE: Plan Review (DR) v.4				Not Received

### SUBMITTAL DETAILS

OCE: Plan Review (DR) v.3				
ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
911 Management (DR) (911 Management)	Kristie Wright	04/23/2026	04/20/2026	Approved
<i>Corrections</i>	911 - Ag Lot Split (Resolved) - Easement has been assigned a quadrant designation of SW 148th Terrace Rd. Added road name to Sheet 2. Sheet 2 also has W HWY 40 is incorrectly labeled as State Road No 40.			
Environmental Health (Plans) (Environmental Health)	Evan Searcy	04/23/2026	04/16/2026	Approved
Fire Marshal (Plans) (Fire)	Roxanna Coleman	04/23/2026	04/16/2026	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Sarah Wells	04/23/2026	04/16/2026	Approved
Landscape (Plans) (Parks and Recreation)	Susan Heyen	04/23/2026	04/16/2026	Not Required
OCE Design (Plans) (Office of the County Engineer)		04/23/2026	04/21/2026	Approved

# SUBMITTAL SUMMARY REPORT (AgLotSplit-000287-2026)

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
OCE Property Management (Plans) (Office of the County Engineer)	Elizabeth Woods	04/23/2026	04/24/2026	Requires Re-submit
<i>Comments</i> <b>**Repeat Comment**</b> Title Commitment/opinion needs to be no more than 30 days old. -EMW 04.24.2026				
<p>Sec. 2.16.2. - Submittal Requirements.                      Ag Lot Split                      2.16.1.B(8) - Agricultural lot splits outside of the Urban Growth Boundary: (INFO)                      2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply: (INFO)                      2.16.1.B(8)(f)2 - The easement shall be a private, non-exclusive easement for ingress and egress, allowing public use for emergency, utility and drainage purposes (PROVIDED)                      2.16.1.B(8)(g) - A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation (Not provided at this time--If not provided, required MSBU waiver with maintenance requirements outlined through covenants)                      2.16.4.C - Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required: C(1) &amp; C(2) (INFO)                      2.16.4.C(1) - Legal descriptions, acreage and square footage of the original and proposed lots together with the legal description of any existing or proposed easements shall be shown on a boundary survey prepared by a professional surveyor and mapper registered in the State of Florida. The survey must show all structures, easements, surface water bodies, the one percent (100-year) flood plain with base elevation, wetland and amount of acreage inside and outside of the flood plain and/or wetland.                      2.16.4.C(2) - Title opinion of an attorney licensed in Florida or a certificate by a licensed title company dated through the date of final approval, showing all persons or entities with an interest of record in the property, including but not limited to, the record fee owners, easement holders, and mortgage and lien holders. The report shall include the tax identification number(s) for the property and copies of all documents such as vesting deeds, existing mortgages and any other documents evidencing an interest in the property which are referenced in the title opinion.</p>				

OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	04/23/2026	04/16/2026	Informational
<i>Comments</i> Please be advised that each lot will require a Major Site Plan or waiver when the existing and proposed impervious coverage exceeds 9,000 square feet. Several Ag Lot Splits will address the common elements (the shared driveway) with stormwater controls, and then each lot is responsible for its own stormwater.				

OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	04/23/2026	04/21/2026	Approved
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OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	04/23/2026	04/20/2026	Approved
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Utilities (OCE Plans) (Utilities)	Heather Proctor	04/23/2026	04/20/2026	Approved
<i>Comments</i> The project is located within the Marion County Utilities service area but is currently outside of connection distance to existing public utility systems. The 20-foot utility easement shown on the plans is adequate for future utility mains and services.				

**OCE: Plan Review (DR) v.2**

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
911 Management (DR) (911 Management)	Caroline Dennison	04/07/2026	04/01/2026	Approved
<i>Corrections</i> 911 - Ag Lot Split (Resolved) - Easement has been assigned a quadrant designation of SW 148th Terrace Rd. Added road name to Sheet 2. Sheet 2 also has W HWY 40 is incorrectly labeled as State Road No 40.				
Environmental Health (Plans) (Environmental Health)	Evan Searcy	04/07/2026	04/01/2026	Approved
Fire Marshal (Plans) (Fire)	Jonathan Kenning	04/07/2026	03/30/2026	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Sarah Wells	04/07/2026	03/30/2026	Approved
Landscape (Plans) (Parks and Recreation)	Susan Heyen	04/07/2026	03/30/2026	Approved
OCE Design (Plans) (Office of the County Engineer)	Gerald Koch	04/07/2026	04/06/2026	Approved
<i>Comments</i> Defer to Growth				

# SUBMITTAL SUMMARY REPORT (AgLotSplit-000287-2026)

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
OCE Property Management (Plans) (Office of the County Engineer)	Elizabeth Woods	04/07/2026	04/14/2026	Requires Re-submit
<i>Comments</i>	Please provide MSBU documents or waiver. Please provide updated title commitment showing an effective date within 30 days of submittal. Please provide Easement documents. -EMW 04.14.2026			
	2.16.1.B(8) - Agricultural lot splits outside of the Urban Growth Boundary: (INFO)			
	2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply: (INFO)			
	2.16.1.B(8)(f)2 - The easement shall be a private, non-exclusive easement for ingress and egress, allowing public use for emergency, utility and drainage purposes (PROVIDED)			
	2.16.1.B(8)(g) - A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation (Not provided at this time--If not provided, required MSBU waiver with maintenance requirements outlined through covenants)			
	2.16.4.C - Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required: C(1) & C(2) (INFO)			
	2.16.4.C(1) - Legal descriptions, acreage and square footage of the original and proposed lots together with the legal description of any existing or proposed easements shall be shown on a boundary survey prepared by a professional surveyor and mapper registered in the State of Florida. The survey must show all structures, easements, surface water bodies, the one percent (100-year) flood plain with base elevation, wetland and amount of acreage inside and outside of the flood plain and/or wetland.			
	2.16.4.C(2) - Title opinion of an attorney licensed in Florida or a certificate by a licensed title company dated through the date of final approval, showing all persons or entities with an interest of record in the property, including but not limited to, the record fee owners, easement holders, and mortgage and lien holders. The report shall include the tax identification number(s) for the property and copies of all documents such as vesting deeds, existing mortgages and any other documents evidencing an interest in the property which are referenced in the title opinion.			

OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	04/07/2026	03/31/2026	Approved
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	04/07/2026	03/31/2026	Approved
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	04/07/2026	03/30/2026	Approved
Utilities (OCE Plans) (Utilities)	Carrie Hyde	04/07/2026	03/31/2026	Approved
<i>Comments</i>	Approved with conditions as previously noted			

## OCE: Plan Review (DR) v.1

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
911 Management (DR) (911 Management)	Janet Warbach	02/20/2026	02/12/2026	Requires Re-submit
<i>Comments</i>	Please be aware that the addresses along the easement will have to change to reflect the new road name, including the address for parcel 20909-029-00 south of this project as it will use the named easement for access as well.			
<i>Corrections</i>	911 - Ag Lot Split (Not Resolved) - Easement has been assigned a quadrant designation of SW 148th Terrace Rd. Added road name to Sheet 2. Sheet 2 also has W HWY 40 is incorrectly labeled as State Road No 40.			
Environmental Health (Plans) (Environmental Health)	Evan Searcy	02/20/2026	02/18/2026	Approved
Fire Marshal (Plans) (Fire)	Roxanna Coleman	02/20/2026	02/11/2026	Approved
Growth Services Planning & Zoning (DR) (GS Planning and Zoning)	Sarah Wells	02/20/2026	02/27/2026	Requires Re-submit
<i>Comments</i>	Need proper dimensions of easements to accurately asses.			
<i>Corrections</i>	2.16.1.B(8)(f)7 - Easements, flag lots (Not Resolved) - Provide dimensions of easement and show turnaround for emergency services.			
Landscape (Plans) (Parks and Recreation)	Susan Heyen	02/20/2026	02/06/2026	Informational
<i>Comments</i>	no comments			
OCE Design (Plans) (Office of the County Engineer)	Gerald Koch	02/20/2026	02/25/2026	Approved
OCE Property Management (Plans) (Office of the County Engineer)	Elizabeth Woods	02/20/2026	02/26/2026	Informational
<i>Comments</i>	2.16.1.B(8) - Agricultural lot splits outside of the Urban Growth Boundary: (INFO)			
	2.16.1.B(8)(f) - If an easement is utilized the following requirements shall apply: (INFO)			
	2.16.1.B(8)(f)2 - The easement shall be a private, non-exclusive easement for ingress and egress, allowing public use for emergency, utility and drainage purposes			
	2.16.4.C - Agricultural lot splits. Prior to DRC approval, in addition to other requirements, the following shall be required: C(1) & C(2) (INFO)			
OCE Stormwater (Permits & Plans) (Office of the County Engineer)	Alexander Turnipseed	02/20/2026	02/11/2026	Informational
<i>Comments</i>	Please be advised that each lot will require a Major Site Plan or waiver when the existing and proposed impervious coverage exceeds 9,000 square feet. Several Ag Lot Splits will address the common elements (the shared driveway) with stormwater controls, and then each lot is responsible for its own stormwater.			
OCE Survey (Plans) (Office of the County Engineer)	Theresa Smail	02/20/2026	02/12/2026	Approved
OCE Traffic (Permits & Plans) (Office of the County Engineer)	Chris Zeigler	02/20/2026	02/08/2026	Requires Re-submit
<i>Comments</i>	There was only one plan sheet submitted containing notes and legal description and also indicating there was supposed to be a second sheet. Please resubmit with both plan sheets. Once a complete plan is submitted, a review can be performed.			

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<b>ITEM REVIEW NAME (DEPARTMENT)</b>	<b>ASSIGNED TO</b>	<b>DUE</b>	<b>COMPLETE</b>	<b>STATUS</b>
Utilities (OCE Plans) (Utilities)	Heather Proctor	02/20/2026	02/18/2026	Approved

*Comments*                      Approved with conditions.

**REVIEW SESSION FILES:**      241549ALS-SHEET 1.pdf  
    241549ALS-SHEET 2.pdf  
    Aerial Map.pdf  
    ORB 2778.1796.pdf  
    Title Opinion Letter Rev.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Janet Warbach	W HWY 40	02/11/2026 1:16	PM241549ALS-SHEET 2.pdf	1
Janet Warbach	SW 148TH TERRACE RD	02/11/2026 1:22	PM241549ALS-SHEET 2.pdf	1
Janet Warbach	SW 148TH TERRACE RD	02/11/2026 1:22	PM241549ALS-SHEET 2.pdf	1
Janet Warbach	SW 148TH TERRACE RD	02/11/2026 1:22	PM241549ALS-SHEET 2.pdf	1
Janet Warbach	New road name of SW 148th Terrace Rd	02/11/2026 1:23	PM241549ALS-SHEET 2.pdf	1



# "WATCHING PARK FARMS"

MARION COUNTY AGRICULTURAL LOT SPLIT PLAN  
 PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST  
 MARION COUNTY, FLORIDA

**LEGAL DESCRIPTION (PARENT PARCELS)**

(PER OFFICIAL RECORDS BOOK 2755, PAGE 1539 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA)

**TRACT 1, 2 AND 6**

BEGIN AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N00°07'40"E, ALONG THE WEST BOUNDARY OF SAID SECTION 36, A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 40; THENCE S02°03'20"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 748.45 FEET; THENCE S02°03'20"E, 1254.27 FEET; THENCE N83°33'21"E, 644.20 FEET; THENCE S20°24'32"E, 1708.68 FEET; THENCE S20°24'32"E, 1254.27 FEET; THENCE S02°03'20"E, 1272.53 FEET TO THE N.W. CORNER OF THE SW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 36; THENCE N00°07'40"E, ALONG THE AFORESAID WEST BOUNDARY OF SECTION 36, A DISTANCE OF 1323.50 FEET TO THE POINT OF BEGINNING.

(PER OFFICIAL RECORDS BOOK 5926, PAGE 1178 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA)

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE N.W. CORNER OF THE SW 1/4 OF SAID SECTION 36; THENCE RUN ALONG THE NORTH BOUNDARY OF SAID SW 1/4 OF THE SW 1/4, N83°33'21"E, A DISTANCE OF 1727.29 FEET; THENCE RUN S47°20'00"E, A DISTANCE OF 84.00 FEET; THENCE RUN N83°33'21"E, A DISTANCE OF 1187.77 FEET TO A POINT ON THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 36; THENCE RUN ALONG SAID WEST BOUNDARY N00°07'40"E, A DISTANCE OF 244.00 FEET TO THE POINT OF BEGINNING.

(PER OFFICIAL RECORDS BOOK 5926, PAGE 432 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA)

**LEGAL DESCRIPTION**

(LOT 1)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) S89°04'07"E, 1277.47 FEET; (2) THENCE S89°04'07"E, 1252.28 FEET TO THE CORNER OF SAID SECTION 36; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EASTERN BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 5926, PAGE 422 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID EASTERN BOUNDARY, N00°07'40"E, 1264.50 FEET TO THE POINT OF BEGINNING; THENCE N83°33'21"E, 1276.09 FEET TO THE WESTERN BOUNDARY OF THE SAID LANDS; THENCE ALONG SAID WESTERN BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) N00°07'40"E, 385.40 FEET; (2) THENCE N83°33'21"E, 43.00 FEET; (3) THENCE N00°07'40"E, 140.24 FEET; (4) THENCE N83°33'21"E, 448.80 FEET; (5) THENCE N00°07'40"E, 1188.82 FEET TO THE SOUTHERN RIGHT-OF-WAY OF HIGHWAY 40 (RIGHT-OF-WAY VARIANCE); THENCE DEPARTING SAID WESTERN BOUNDARY, ALONG SAID RIGHT-OF-WAY, N45°28'41"E, 85.28 FEET TO THE EASTERN BOUNDARY OF THE AFORESAID LANDS; THENCE DEPARTING SAID SOUTHERN RIGHT-OF-WAY, ALONG SAID EASTERN BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) S02°07'42"E, 1161.83 FEET; (2) THENCE S89°04'07"E, 1081.96 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; (3) THENCE S02°07'42"E, 585.14 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 20.81 ACRES, MORE OR LESS.

(LOT 2)

A PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 OF SAID SECTION 36; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 36, N00°07'40"E, 1262.83 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N83°33'21"E, 43.00 FEET; THENCE S02°07'42"E, 722.80 FEET; THENCE S83°33'21"E, 882.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 78°49'48", AND A CHORD BEARING AND DISTANCE OF S52°07'42"E, 19.04 FEET; THENCE S02°07'42"E, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.63 FEET TO A POINT OF TANGENCY; THENCE S12°04'57"E, 6.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 78°49'48", AND A CHORD BEARING AND DISTANCE OF S52°07'42"E, 35.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.01 FEET TO THE END OF SAID CURVE; THENCE S83°33'21"E, 298.34 FEET TO THE EASTERN BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 2755, PAGE 1539 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID EASTERN BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) S02°07'42"E, 587.46 FEET; (2) THENCE S02°07'42"E, 1322.48 FEET TO THE EASTERN MOST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 5926, PAGE 1178 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERN BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE SAID LANDS THE FOLLOWING TWO (2) COURSES: (1) S83°33'21"E, 89.83 FEET; (2) THENCE N83°33'21"E, 1188.40 FEET TO THE AFORESAID WEST BOUNDARY OF SECTION 36; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG SAID WEST BOUNDARY, N02°25'20"E, 1,347.29 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 58.83 ACRES, MORE OR LESS.

(LOT 3)

A PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 OF SAID SECTION 36; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 36, N00°07'40"E, 1182.83 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N83°33'21"E, 43.00 FEET TO THE POINT OF BEGINNING; THENCE N83°33'21"E, 590.15 FEET TO THE EASTERN BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 2755, PAGE 1539 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID EASTERN BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) S02°07'42"E, 44.06 FEET; (2) THENCE S02°07'42"E, 119.84 FEET; (3) THENCE S89°04'07"E, 445.79 FEET; (4) THENCE S02°07'42"E, 618.49 FEET; THENCE DEPARTING SAID EASTERN BOUNDARY, N83°33'21"E, 298.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 78°49'48", AND A CHORD BEARING AND DISTANCE OF N02°07'42"E, 30.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.01 FEET TO A POINT OF TANGENCY; THENCE N02°07'42"E, 6.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 78°49'48", AND A CHORD BEARING AND DISTANCE OF S52°07'42"E, 19.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.63 FEET TO THE END OF SAID CURVE; THENCE N83°33'21"E, 882.89 FEET; THENCE N00°07'40"E, 722.80 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 18.84 ACRES, MORE OR LESS.

(LOT 4)

A PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 OF SAID SECTION 36; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 36, N00°07'40"E, 1182.83 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N83°33'21"E, 43.00 FEET TO THE POINT OF BEGINNING; THENCE N83°33'21"E, 590.15 FEET TO THE EASTERN BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 2755, PAGE 1539 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID EASTERN BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) S02°07'42"E, 18.50 FEET; (2) THENCE S89°04'07"E, 110.16 FEET; THENCE N00°07'40"E, 119.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 78°49'48", AND A CHORD BEARING AND DISTANCE OF N42°24'48"E, 14.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.00 FEET TO THE END OF SAID CURVE; THENCE N83°33'21"E, 50.00 FEET TO THE WESTERN BOUNDARY OF THE AFORESAID LANDS; THENCE ALONG SAID WESTERN BOUNDARY, N00°07'40"E, 179.34 FEET; THENCE DEPARTING SAID WESTERN BOUNDARY, S89°04'07"E, 1276.09 FEET TO THE AFORESAID EASTERN BOUNDARY; THENCE ALONG SAID EASTERN BOUNDARY, S02°07'42"E, 240.65 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 20.72 ACRES, MORE OR LESS.

(LOT 5)

A PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 OF SAID SECTION 36; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) S89°04'07"E, 1277.47 FEET; (2) THENCE S89°04'07"E, 1252.28 FEET TO THE CORNER OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EASTERN BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 5926, PAGE 422 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID EASTERN BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) S02°07'42"E, 18.50 FEET TO THE POINT OF BEGINNING; (2) THENCE S02°07'42"E, 1252.31 FEET TO A POINT ON THE SOUTH BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 5926, PAGE 422 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTH AND WESTERN BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES: (1) N83°33'21"E, 1277.27 FEET; (2) THENCE N00°07'40"E, 180.83 FEET; THENCE DEPARTING SAID SOUTH AND WESTERN BOUNDARY, S89°04'07"E, 55.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF N42°24'48"E, 14.42 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.00 FEET TO THE END OF SAID CURVE; THENCE S02°07'42"E, 476.69 FEET; THENCE S89°04'07"E, 1106.16 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 38.22 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY MEETS THE REQUIREMENTS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPERS IN CHAPTER 461.020-461.022, PURSUANT TO SECTION 475.201, FLORIDA STATUTES.

DRAWN BY: J. L. HARRIS  
 FLORIDA LICENSED SURVEYOR & MAPPER NO. 4553

DATE: 08/04/25

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RANDED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (COPYRIGHT © 2025 JCH & B) 18 (8/21)

FB/PS	FIELD DATE	JOB NO.	1 OF 2
N/A	07/05/2025	241548A1S	
DRAWING DATE	BY	APPROVED	SCALE
08/04/25	M.L. CAI		1" = 150'

**SUBJECT NOTES**

- DATE OF SURVEY: JANUARY 10, 2025.
- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH DATUM, AND HORIZONTAL CURVATURE CORRECTIONS. THE HORIZONTAL CURVATURE CORRECTIONS WERE APPLIED TO THE BEARINGS AND DISTANCES SHOWN HEREON.
- THIS SURVEY WAS PERFORMED FOR THE EXCLUSIVE BENEFIT OF THE PARTIES NAMED HEREON, AND SAID SURVEY SHALL NOT BE DEPENDENT ON ANY OTHER SURVEY, OR BE LIMITED BY ANY OTHER SURVEY, OR BE LIMITED BY ANY OTHER SURVEY.
- SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND RESERVATIONS OF OTHER PUBLIC RECORDS NOT SHOWN BY JOHN CONNELLEY SURVEYING INC.
- BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 13083AH, DATED JULY 16, 2009, THE PROPERTY DESCRIBED HEREON IS WITHIN FLOOD ZONE V1-A, WHICH IS A HIGH RISK FLOOD HAZARD.
- THIS SURVEY IS BASED ON BOUNDARY SURVEY PERFORMED BY THIS FIRM DATED JULY 14, 2025.
- THE LOCAL JURISDICTIONS HEREON WERE WRITTEN BY THIS SURVEYOR.
- THIS AGRICULTURAL LOT SPLIT DOES NOT REPRESENT A PLAT OR BOUNDARY SURVEY.
- THERE SHALL BE NO FINCES CONSTRUCTED WITHIN THE AFORESAID EASEMENT AS SHOWN AND DESCRIBED HEREON. FINCES MUST BE INSTALLED IN ACCORDANCE WITH MARION COUNTY ZONING, TRAIL AND DEVELOPMENT REGULATIONS.
- WELLS AND SANITARY SEPTIC SYSTEMS ARE PROHIBITED WITHIN THE 100 FEET FLOOD PLAIN.
- STOP SIGNS AND STREET SIGNS MUST BE INSTALLED IN ACCORDANCE WITH DETAILS, TITLES, TOSAS, AND TOSAS PER MARION COUNTY LAND DEVELOPMENT REGULATIONS.
- MARION COUNTY BOARD OF COUNTY COMMISSIONERS SHALL HAVE NO DUTY OR RESPONSIBILITY IN THE MAINTENANCE OF THE NON-CONCRETE DRIVEWAY, DRIVEWAY AND UTILITY EASEMENT AS SHOWN AND DESCRIBED HEREON.
- LOTS 1 THROUGH 6 SHALL POINT ON THE COMMON CORNER WITHIN THE AFORESAID EASEMENT, DRIVERS CONNECTED TO IT SHALL MEET THE DRIVEWAY SPACING REQUIREMENTS ESTABLISHED BY MARION COUNTY CODE.
- THE PROPERTY DESCRIBED MAY CONTAIN UTILITY LINES THAT HAVE NOT BEEN DETECTED OR LOCATED AS PART OF THIS SURVEY.
- DRIVEWAY APPROVAL SHALL BE OBTAINED FROM THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS FOR A PERIOD OF 30 FEET BEYOND THE RIGHT-OF-WAY LINE AND ALL OTHER REQUIREMENTS OF RIGHT-OF-WAY SHALL BE OBTAINED.
- MARION COUNTY WILL NOT ACCEPT RESPONSIBILITY FOR THE MAINTENANCE OF THE DRIVEWAY/BOUNDARY OF THE FINCH AMPLIFICATIONS OR IMPROVEMENTS RELATED TO THE DIVISION OF SAID LANDS.



LOCATED IN SECTION 36,  
 TOWNSHIP 15 SOUTH, RANGE 19 EAST  
 MARION COUNTY, FLORIDA

MARION COUNTY AGRICULTURAL LOT SPLIT  
 FOR:  
 WATCHING PARK FARM

REVISIONS			
NO.	DATE	REVISION	BY

Florida State Board of Professional Surveyors and Mapers, Inc. (FSPMS) 1000 North US Highway 1, Tallahassee, FL 32304-1000

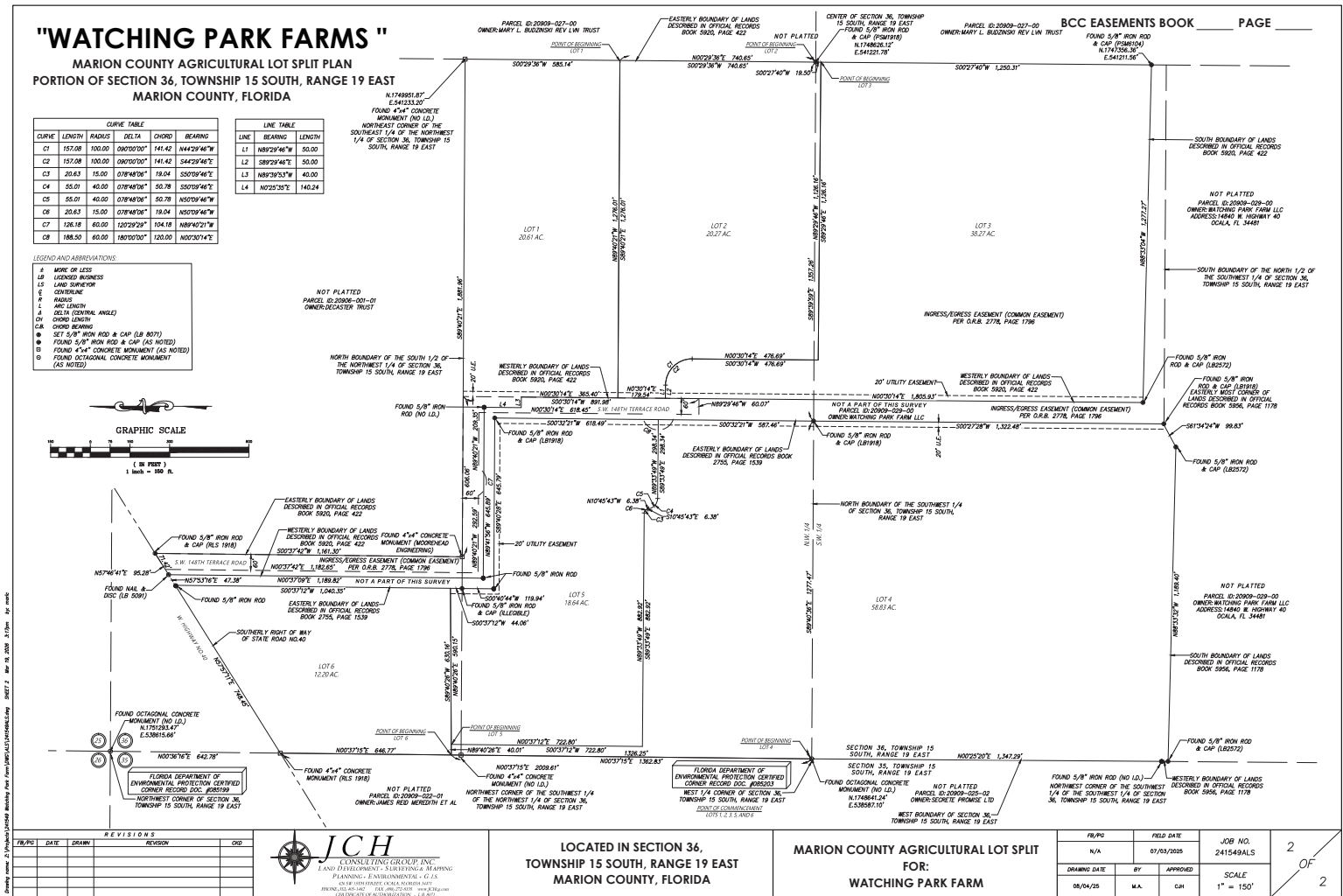
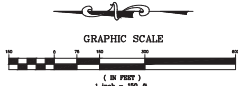
# "WATCHING PARK FARMS"

MARION COUNTY AGRICULTURAL LOT SPLIT PLAN  
PORTION OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST  
MARION COUNTY, FLORIDA

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	157.08	100.00	080°50'00"	141.42	N44°29'46"W
C2	157.08	100.00	080°50'00"	141.42	S44°29'46"E
C3	20.63	15.00	078°48'06"	18.04	S50°09'46"E
C4	55.01	40.00	078°48'06"	50.78	S50°09'46"E
C5	55.01	40.00	078°48'06"	50.78	N50°09'46"W
C6	20.63	15.00	078°48'06"	18.04	N50°09'46"W
C7	126.18	60.00	120°29'29"	104.18	N88°40'21"W
C8	188.50	60.00	180°00'00"	120.00	N00°30'14"E

LINE	BEARING	LENGTH
L1	N88°29'46"W	50.00
L2	S88°29'46"E	50.00
L3	N88°18'53"W	40.00
L4	N02°31'55"E	140.24

- LEGEND AND ABBREVIATIONS
- # MORE OR LESS
  - LB LINED BOUNDARY
  - LS LAND SURVEY
  - E CENTERLINE
  - R RADIUS
  - Δ DELTA (CENTRAL ANGLE)
  - CH CHORD LENGTH
  - CA CENTRAL ANGLE
  - SET 5/8" IRON ROD & CAP (AS NOTED)
  - FOUND 5/8" IRON ROD & CAP (AS NOTED)
  - FOUND 4 1/4" CONCRETE MONUMENT (AS NOTED)
  - FOUND OCTAGONAL CONCRETE MONUMENT (AS NOTED)



DATE	BY	REVISION	DESCRIPTION

**JCH**  
CONSULTING GROUP, INC.  
LAND DEVELOPMENT, SURVEYING & MAPPING  
PLANNING & ENVIRONMENTAL SERVICES  
10000 W. UNIVERSITY BLVD., SUITE 100  
FORT LAUDERDALE, FL 33324  
TEL: 954-333-3333 FAX: 954-333-3334  
WWW.JCHCONSULTING.COM

LOCATED IN SECTION 36,  
TOWNSHIP 15 SOUTH, RANGE 19 EAST  
MARION COUNTY, FLORIDA

MARION COUNTY AGRICULTURAL LOT SPLIT  
FOR:  
WATCHING PARK FARM

DATE	BY	APPROVED	SCALE
08/04/25	M.A.	CAI	1" = 150'

JOB NO. 241548A/LS  
2 OF 2



**Marion County  
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

**Development Review Committee Waiver Request Form**

**Waiver Request to Establishment of County MSBU**

Per Section 2.10.1. of the Land Development Code: The Development Review Committee (DRC) may waive certain code requirements when not applicable to the proposed type of development or where alternative standards may promote flexibility, economical flexibility, and environmental soundness in layout and design.

Waiver requests and required documentation may be submitted through Civic Access. Waiver requests will not be processed without required information and applicable fees paid.

Please be specific in the reason/justification for the request below.

Section Number & Title of Code: LDC 2.16.1.B(8)(g) - Establishment of County MSBU

Details from Code:

CODE states A County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC.

Reason/Justification for Request:

We are requesting a waiver to the establishment of an MSBU for an Agricultural Lot Split consisting of six (6) parcels derived from two parent parcels: Parcel No. 20909-028-00 and Parcel No. 20909-031-00.

OP  
91.50  
Daniel Hicks  
CLERK OF CIRCUIT COURT  
MARION COUNTY

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT  
FILE: 2000-033588  
DATE: 04/19/00 14:02  
OR BOOK/PAGE: 2778/1796  
MARION COUNTY

**DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
WOODS, FOSTER & LEONARD  
PROPERTY**

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

THIS DECLARATION OF COVENANTS AND RESTRICTIONS for WOODS, FOSTER & LEONARD PROPERTY (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by Foster & Leonard, L.L.C., a Kentucky Limited Liability Company and Gayle Woods and her husband, Eddie Woods (hereinafter collectively referred to as "Declarant").

**WITNESETH:**

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Marion County, Florida which is more particularly described in Exhibit "X" attached hereto (hereinafter referred to as the "Property").

WHEREAS, for the beneficial interest of the Declarant and of the future owners (the "Owners") of Parcels, it is desirable to subject said Parcels to, and impose upon Declarant and Owners of the Parcels, their successors and assigns, certain restrictions, conditions, limitations, reservations, and covenants in order to:

- (i) assure the beneficial, harmonious, and attractive development and improvement of the Parcels and Common Areas;
- (ii) cause the construction of residents and improvements of exterior scale, design quality, and appearance which will be harmonious with other residences and enhance the aesthetic appearance and value of the properties; and
- (iii) to prevent certain uses thereof which tend to diminish or be detrimental to the valuable and enjoyable development and maintenance of said Parcels and Common Areas; and

NOW, THEREFORE, Developer hereby submits the Property described in Exhibit "X" and declares that all of Woods, Foster & Leonard Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said land, and be binding on all

parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not create a condominium, and the Declarant does not constitute a condominium association.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Assessments" shall mean any of the types of Assessments defined below in this Section.

(a) "Common Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the expenses of maintaining, repairing, improving and replacing the Roadway located on the paved ingress and egress easement, operating the Association and performing any other maintenance, repairs or services authorized or permitted by this declaration, including the construction, maintenance and repair of common entrance and irrigation systems.

Section 2. "Woods, Foster & Leonard Property" shall mean and refer to the Property attached on Exhibit "X".

Section 3. "County" shall mean the Marion County, Florida.

Section 4. "Common Areas" may mean all personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by any Lot Owner and herein designated as the Roadway or selectively maintained by the Declarant for the common use and enjoyment of the Owners, including any surface water or storm water management system, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The term "Common Areas" is such of the real property so designated by the Board that is not described as a Lot but does include and is not limited to the Roadway and may also include, but not be limited to fences, end landscape buffers around the perimeter of the Property, buffer Areas, entry features, decorations, improvements and landscaping, licensed or easement uses and any other real or personal property declared to be Common Areas in this Declaration or so designated by the Board of Directors. All "Common Areas" are to be devoted to and intended for the common use and enjoyment of the members of the Declarant, their families, guests, and persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent authorized by this Declaration.

Section 5. "Common Expenses" may mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Areas; the cost of the maintenance, repair and continued implementation of the surface water or the storm water management system; costs of all utilities, cable or master television charges, if any; the costs of management and administration by the Declarant, including, but not limited to, compensation paid by the Declarant to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefitting the Common Areas, the

costs of fire, casualty and/or liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Declarant; taxes paid by the Declarant, including real property taxes for the Common Areas; amounts paid by the Declarant for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Declarant for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 6. "Declarant" is Foster & Leonard, L.L.C., a Kentucky Limited Liability Company and Gayle Woods and her husband, Eddie Woods and the successor or assign.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Woods, Foster & Leonard Property and any amendments and supplements thereto.

Section 8. "Dwelling Unit" or "Dwelling Parcel" shall mean and refer to a Lot as defined herein consisting of a detached single-family unit constructed thereon as to which a certificate of occupancy is issued by the applicable governmental authorities.

Section 9. "Institutional Mortgagee" shall mean and refer to a mortgage holder in the business of making, guaranteeing, or purchasing mortgages, including but not limited to banks, savings and loans, mortgage companies, VA, FHA, FNMA, or FHLMC.

Section 10. "Ingress/egress Easement" or "Roadway" is a mutual reciprocal easement for the common ingress and egress to any Lot more particularly described as thirty (30) foot on either side of the centerline of the Roadway as finally constructed by Declarant.

Section 11. "Lot", also referred to as "Tract" or "Parcel", shall mean and refer to Tracts 1 through 6, respectively and more particularly described on Exhibit "V".

Section 12. "Owner" shall mean and refer to the record owner of a Lot ("Lot Owner", "Owner") subsequent to Declarant, whether one or more persons or entities, of a fee simple title to any Lot or Parcel which is a part of or situated upon the Property; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure. Owner may also mean any Declarant as owner of additional real property subjected to this Declaration and/or subsequent Owner.

Section 13. "Property" shall mean and refer to the property described on Exhibit "X" attached hereto.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION;**  
**PROPERTY RIGHTS**

Section 1. **The property.** The real Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Marion County, Florida, and is more particularly described in Exhibits "X".

Section 2. **Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment including without limitation, the right of vehicular and pedestrian ingress and egress, in and to the Roadway which shall be appurtenant to ownership of a Lot. This right and easement shall also be deemed granted to the Owner's families, guests, invites, servants, employees, tenants, and contract purchasers.

Section 3. **Common Easement.** Declarant shall have a right and easement and the Owners and their successors-in-title hereby grant to Declarant easement over and upon (i) so much of each Tract as lies within thirty (30) feet of the centerline of the Roadway as actually constructed upon such Parcels and (ii) so much additional easement from the Roadway to each Owner's Tract necessary for the ingress and egress to a Tract from the Roadway, for the enjoyment of each Tract owner, their guest and invites. This grant of easement described as Roadway is privately owned and there is no obligation on the part if any political subdivision to repair, maintain or service said Roadway and it is therefore required that all Owners of any of the Property shall contribute amounts established hereunder. Except as is recorded or permitted in this Declaration or amendments thereto, there shall be no physical partition of the Roadway and easements or any part thereof nor shall any person acquiring any interest in the Property have the right of judicial partition.

Section 4. **Utility Easements.** To the extent that permits, licenses and easements over, upon or under the real property describe on Exhibit "X" are necessary so as to provide utility services to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Woods, Foster & Leonard Property and each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant and any successor to Declarant's rights hereunder as his agents and attorneys-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying such easements.

**ARTICLE III**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation for Assessments.** Each owner of any Lot by acceptance of a deed from any Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Declarant, such Assessments to be established and collected as hereinafter provided. Lots owned by Declarant are subject to annual Assessment. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also

be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Declarant shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Roadway, etc.

Section 3. Notice and Quorum for any Action. Beginning December 01, 2000 for the calendar year 2001 and annually thereafter, Declarant shall provide a written notice to a meeting to adapt an annual budget for the Common Assessment. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. For the purposes of adopting the annual budget, there shall be nine (9) votes, the allocation of votes being four (4) votes for Tract 3 and one (1) vote for Tracts 1, 2, 4, 5 and 6. Five (5) affirmative votes in person or proxy shall be required to adopt an annual budget. If the required quorum is not present another meeting may be called subject to the same notice requirement. and the required quorum at such subsequent meeting shall be three (3) of the votes of the membership. The Declarant may call as many such subsequent meetings as necessary to obtain an authorized quorum.

Section 4. Date of Commencement of Assessments; Due Dates. The Assessments provided for in this Article shall commence as to any one Lot on January 01, 2001 and on the first day of each year thereafter. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The Declarant shall, upon demand, and for a reasonable charge, furnish a certificate signed by any of the Declarant setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Declarant as to the status of Assessments on a Lot is binding upon the Declarant as to third parties as of the date of its issuance.

#### ARTICLE IV COLLECTION OF ASSESSMENTS

Section 1. Monetary Defaults and Collection of Assessments.

(a) Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Declarant shall have the right to charge the defaulting Owner a late fee equal to 20% of the amount of the Assessment, or Ten (\$10.00) dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Declarant.

(b) Lien for Assessments. The Declarant has a lien on each Lot for unpaid Assessments owed to the Declarant by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys fees incurred by the Declarant incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Declarant for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Declarant's lien. The

lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Declarant by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Declarant. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(c) Collection and Foreclosure. The Declarant may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Declarant for all costs and expenses incurred by the Declarant in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Declarant's lien, including reasonable attorneys' fees and all sums paid by the Declarant for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Declarant's lien.

(d) Subordination of Lien. The lien of the Declarant for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record shall not be liable for any Assessments or for other monies owed to the Declarant which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are common expenses collectable from all of the owners, including his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Declarant; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

Section 2. Negligence. An Owner shall be liable and may be assessed by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Declarant.

Section 3. Responsibility of an Owner for Occupants, Tenants, Guests and Invites. Each owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests, and invites of the Owner or any such

resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Declarant.

Section 4. Common Assessment. Each Owner, by acceptance of a deed for a Parcel, whether or not it shall be expressed in such deed, covenants and agrees to pay a pro rata share of the Common Assessment on the basis of the acreage of each Tract; Tract 1 having 36.531 acres, Tract 2 having 40.689 acres, Tract 3 having 245.262 acres, Tract 4 having 42.926 acres, Tract 5 having 40.512 acres and Tract 6 having 11.479 acres.

Section 5. Remedies of Declarant. Declarant or any Owner may bring an action at law against the Owner personally obligated to pay the Assessment, or foreclose the lien against the Property, and interest, costs, and reasonable fees of such foreclosure shall be added to the amount of each Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Roadway or abandonment of their Tract.

Section 6. No Waiver. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration, shall not constitute a waiver of the right of the Declarant or any Owner to enforce such right, provision, covenant, or condition in the future.

Section 7. Rights Cumulative. All rights, remedies and privileges granted hereunder shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

#### ARTICLE V USE RESTRICTIONS

Section 1. Use. No Tract shall be used except for residential or equine purposes consisting of one single-family residence, a garage, and accessory structures and uses, all as permitted herein. All buildings erected, altered, placed, and/or permitted to remain on said Parcels shall be detached single-family residences with attached garages and other permitted building. The garage entrances shall not directly face the Roadway. No part of any garage shall be located closer to the street than the front wall of the attached residence which is closest to the garage. The attached garage shall, as a minimum, contain sufficient space to accommodate two automobiles. Equine stables and accessory uses permitted with approval of Declarant described herein.

Section 2. Plan Approval. Prior to the beginning of construction of any improvements upon a Parcel (defined to be the beginning of any excavation, grading, or placement of improvements), there shall be submitted to for approval by Declarant duplicate copies in writing of the following:

(a) Plans, specifications, and elevations of all building ( the "Building Plans") to be constructed, including a description of all exterior building and roof materials (including the color and type of exterior building and roof materials). One complete set of the Building Plans shall be retained by Declarant. All walks, steps, porches, patios, and other non-vehicular, non-planted surfaces in front of the Residence shall be of approved surface.

(b) Plot plan (the "Plot Plan") showing the location and dimensions of all buildings, driveways, porches, patios, terraces, mailboxes, barn, accessory building or structures, or any other permanent exterior structures or improvements, the approximate location of existing trees (marked to designate which are proposed to be cut down and which are to be retained subject to approval, all applicable front side and rear Lot lines and easements. floor level elevations, roof slopes and the type and location of the front yard landscaping required herein. Within one hundred twenty (120) days after completion of the residence on each Parcel, whether occupied or not and in addition to any trees already existing on the Parcel at the time of conveyance by the Declarant or subsequently planted or proposed to be planted by the Declarant, there shall be planted on each Parcel in front of the residence not less than ten (10) shrubs and/or trees.

Declarant shall have thirty (30) days to approve or conditionally approve the Plot Plan and Building Plan, failing which this contingency shall automatically be waived.

All proposed alterations, additions, or changes to the Building Plans or Plot Plan (as previously approved) shall be submitted to Declarant in writing and shall conform to all of the conditions above. Declarant shall have the right to approve, at its sole discretion, the proposed alterations, additions, or changes.

The approvals of Declarant as provided above shall be valid only if construction is begun in accordance thereto within one (1) year from the date of such approvals. If construction has not begun within said time, then the approvals shall lapse and re-approval by Declarant shall be required prior to the beginning of such construction or improvements.

Section 3. Garage. Only one residence with an attached garage and approved additional buildings, structures and improvements described previously above shall be permitted upon a Parcel.

Section 4. Size. Any residence constructed upon any Parcel shall contain a minimum living Area measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios, and garages as follows:

- (a) One story residence: 2,400 square feet on the ground floor.
- (b) One and one-half and two story residences: 2,000 square feet on the ground floor and 2,800 total square feet.

Section 5. Utilities. The owner of the Parcel shall have the responsibility to preserve and protect all above and underground utilities located on the Parcel. No utilities may be above ground unless approved by Declarant.

Section 6. Driveways. All entranceway, driveways, and parking Areas shall be located with the consent and approval of Declarant finished with approved hard surface construction materials.

Section 7. Sod or Seeding. Within thirty (30) days after completion of the residence (weather permitting) on each Parcel, all Areas disturbed by construction shall be finish graded and seeded or sodded, and the side and rear yards shall be seeded or otherwise similarly planted or landscaped in full excepting only driveways, parking Areas, sidewalks, walkways, patios, terraces, porches, tennis courts, garden Area, etc.

Section 8. Trees. No trees larger than three inches in diameter shall be removed or cut except (i) dead or diseased trees, or (ii) unless the prior approval of Declarant is obtained in writing and for reasons caused by the construction of improvements and/or the beneficial development and use of the Parcel. Declarant is not responsible for the life or soundness of any tree.

Section 9. Other Vehicles. No trailer, inoperative automobiles or other vehicles, motor home, boat, camper, truck or other similar vehicles on property shall be allowed to remain on any Parcel unless kept within an approved enclosed garage or approved enclosed storage Area (i.e., within approved walls or fences) so as not to be visible from any other Parcel or the street. Notwithstanding the foregoing, vehicles reasonably necessary during construction of alterations of any building upon the Parcel are permitted.

Section 10. Tanks. No gas, fuel oil, or other holding tanks of any type shall be permitted to remain on any Parcel without the prior approval of Declarant as to the location and character of enclosure or barriers.

Section 11. Clotheslines. No exterior laundry or clothesline which are visible from any adjoining property or street shall be permitted to remain.

Section 12. Antennas. No antenna larger than a two-foot cube or three-foot diameter may be affixed to the residence, garage, or any other building or other structure, nor shall it extend higher than the highest point of the building or structure to which it is attached. No other antenna or satellite dish not so attached shall be located on the ground of any Parcel without prior approval of Declarant.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel except dogs, cats, or other small animals or birds customarily kept as household pets and horses. All such permitted animals shall be kept within an approved enclosed Area not permitted to run or stray upon any adjacent properties. Over-grazing will not be permitted. In the event pasture thins and turns to sand, Parcel Owner agrees to cease grazing and re-establish pasture.

Section 14. Temporary Shelters. No building or structures of a temporary character, including, but not limited to, storage huts, trailers, tents, shacks, barns, or other structure shall be constructed or permitted to remain upon any Parcel unless reasonable, necessary, and incident to construction.

Section 15. Gardens. No vegetable gardens upon any Parcel shall be planted or permitted to remain which extends nearer to the street than the rear yard of any residence on the Parcel, and in no event shall be nearer than one hundred (100) feet from the right-of-way line of any street.

Section 16. Signs. No sign of any kind shall be displayed on any Parcel except one sign not more than three square feet for advertising the Parcel for sale or rent. Farm name signage may be approved by Declarant.

Section 17. Fences. All fencing shall be four (4) plank oak black fence unless approval is granted by Declarant.

Section 18. Maintenance. Each Parcel shall be maintained in a neat and orderly condition, whether having improvements thereon or vacant. Weeds and grass shall be cut when necessary, and leaves, broken limbs, and other debris shall be removed when necessary. In the event that an Owner of a Parcel fails to maintain his Parcel in a neat and orderly condition, Declarant may, at its discretion enter upon such Parcel without liability and proceed to put in into an orderly condition, billing the cost of such work at the rate of one and one-half (1.5) times the cost of labor and materials used. Said cost shall be a valid debt of the Owner (and all successor Owners of the Parcel), and shall constitute a lien on the Parcel.

Section 19. Conduct. No immoral, improper, unlawful, noxious or offensive use shall be made or carried on in any building or upon any Parcel, not shall anything be done in any building or upon any Parcel which may be, or which may become, an annoyance or nuisance to the public or any other Owner.

Section 20. Declarant. Declarant shall not be responsible for the life or health of any trees upon any Parcel or the Common Areas, at the time of conveyance by them. After completion of all improvements, utilities, retention and storm drainage improvements, streets, etc. in accordance with all governmental requirements, Declarant shall not be responsible for any repairs, maintenance, reconstruction, or other work thereon except as defined.

Section 21. Restrictions. Each Parcel shall be conveyed subject to these Covenants and Restrictions the easements and restrictions and conditions in addition to any regulations or restrictions by governmental authorities.

Section 22. Enforcement. Each and all of the above Covenants and Restrictions shall be enforceable by injunction or other appropriate legal action available to Declarant and the Owner of any Parcel, their respective successor and assigns.

Section 23. Run with the Land. These Covenants and Restrictions shall run with the land, shall be binding upon all parties and all persons claiming under them for a period of ninety nine (99) years from and after the date upon which they have been recorded.

Section 24. Utilities. All utilities, including gas, water, sewer, electric shall be installed and maintained underground.

Section 25. Validity. Invalidation of any one or more of these Covenants and Restrictions by judgement or court order shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

**ARTICLE VI**  
**INSURANCE**

Section 1. Public Liability Insurance. The Declarant may procure and keep in force public liability insurance in the name of the Declarant and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Roadway.

Section 2. Policies. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Declarant and open for inspection by the Owners and Mortgagees at any reasonable time. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Declarant.

**ARTICLE VII**  
**COVENANTS AGAINST PARTITION AND**  
**SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot is dependent upon the Owner's right and enjoyment to use the Roadway, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Roadway be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Roadway shall remain undivided, and such Owner(s) shall have no right at law or equity to seek partition or severance or such right to the use and enjoyment of the Roadway. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Roadway in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Roadway appurtenant to and a further easement for ingress and egress to any such Lot subject to reasonable rules and regulations promulgated by the Declarant for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed. This provision does not give the Declarant and/or Lot or Dwelling owner a right to concurrent occupancy of Roadway/street, except where expressly provided for in the establishment instruments.

**ARTICLE VIII**  
**AMENDMENTS TO DECLARATION**

Section I. General Amendments. This Declaration may be amended only (i) by the affirmative vote or written consent of the Members having not less than four (4) of the votes of the Membership, or (ii) by the Declarant, so long as the amendment will not impose more stringent regulations on Lots already sold by Declarant and/or as needed to clarify any ambiguity. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without his prior written consent. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or supplemental declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 30<sup>th</sup> day of March, 2000.

EXECUTED as of the date first above written

Signed in the presence of:

FOSTER & LEONARD, L.L.C., a Kentucky limited liability company

(Corporate Seal)

Joan Fletcher  
Print Name: Joan Fletcher

By: Robert W Leonard  
Robert W. Leonard Its Manager

Daniel Huck  
Print Name: Daniel Huck

Joan Fletcher  
Print Name: Joan Fletcher

Gayle Woods  
Gayle Woods

Stephanie Smith  
Print Name: Stephanie Smith

Eddie Woods  
Eddie Woods

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me, this 30 day of March, 2000 by Robert W. Leonard as Manager of FOSTER & LEONARD, LLC, a Kentucky limited liability company of Corporation.

(a)  personally known to me OR

(b) \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Joan Pletcher  
MY COMMISSION # CC756247 EXPIRES  
July 5, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

Joan Pletcher  
Notary Public



Joan Pletcher  
MY COMMISSION # CC756247 EXPIRES  
July 5, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me, this 30 day of March, 2000 by  
Eddie & Gayle Woods

- (a)  personally known to me OR  
(b) \_\_\_\_\_ produced \_\_\_\_\_ as identification.

Joan Pletcher  
Notary Public

STATE OF FLORIDA  
COUNTY OF MARION



Joan Pletcher  
MY COMMISSION # CC756247 EXPIRES  
July 5, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of March, 2000, by  
\_\_\_\_\_, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Exhibit X

14 of 20

THE SOUTHWEST 1/4; AND THE SOUTH 1/2 OF THE NORTHWEST 1/4; AND THAT PART OF THE WEST 750 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 LYING SOUTH OF STATE ROAD 40, ALL IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; AND THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA.

Exhibit V

DESCRIPTION: TRACT 1

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 47.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 47.52 FEET; THENCE S.00 10'40"W. ALONG A LINE LYING 80 FEET EAST OF AND BEING PARALLEL TO THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 734.01 FEET; THENCE N.89°55'06"E. 549.99 FEET; THENCE S.00 10'53"W. 120.06 FEET; THENCE N.89 53'32"E. 646.20 FEET; THENCE S.00°06'22"W. 1205.86 FEET; THENCE S.89°53'39"W. 1237.69 FEET; THENCE N.00 10'40"E. ALONG A LINE LYING 40 FEET EAST OF AND BEING PARALLEL TO THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 2034.69 FEET TO THE POINT OF BEGINNING.

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Exhibit V Cont'd

DESCRIPTION: TRACT 2

BEGIN AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 47.52 FEET; THENCE S.00°10'40"W. ALONG A LINE LYING 40 FEET EAST OF AND BEING PARALLEL TO THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 2034.69 FEET; THENCE N.89°53'39"E. 1237.69 FEET; THENCE S.00°10'02"W. 1324.69 FEET; THENCE S.89°56'52"W. 1277.33 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF AFORESAID SECTION 36; THENCE N.00°00'06"E. ALONG THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 1323.50 FEET TO THE POINT OF BEGINNING.

Exhibit V Cont'd

DESCRIPTION: TRACT 3

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 748.45 FEET TO THE POINT OF BEGINNING; THENCE S.00°10'53"W. 1204.27 FEET; THENCE N.89°53'32"E. 646.20 FEET; THENCE S.00°06'22"W. 1205.86 FEET; THENCE S.00°10'02"W. 1324.69 FEET; THENCE S.89°56'52"W. 1277.33 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF AFORESAID SECTION 36; THENCE S.00°00'06"W. ALONG THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 1323.50 FEET TO THE S.W. CORNER OF SAID SECTION 36 AND THE N.W. CORNER OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE S.00°05'31"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1 A DISTANCE OF 2650.43 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 1; THENCE N.89°52'19"E. ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID SECTION 1 A DISTANCE OF 2648.84 FEET TO THE CENTER OF SAID SECTION 1; THENCE N.00°02'39"E ALONG THE EAST BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 1 A DISTANCE OF 2645.76 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 1 AND THE SOUTH 1/4 CORNER OF THE AFORESAID SECTION 36; THENCE N.00°30'58"W. ALONG THE EAST BOUNDARY OF THE S.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 36 A DISTANCE OF 1324.75 FEET TO THE N.E. CORNER OF SAID S.E. 1/4 OF S.W. 1/4; THENCE N.89°56'48"E. 1317.32 FEET; THENCE N.00°01'02"E. 1324.70 FEET; THENCE N.00°06'22"E. 1245.86 FEET; THENCE S.89°53'32"W. ALONG A LINE LYING 80 FEET SOUTH OF AND BEING PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 36 A DISTANCE OF 646.15 FEET; THENCE N.00°10'53"E. 1189.71 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 40; THENCE S.57°30'36"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 47.52 FEET THE POINT OF BEGINNING.

Exhibit V Cont'd

DESCRIPTION: TRACT 4

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 795.97 FEET TO THE POINT OF BEGINNING; THENCE S.00°10'53"W. 1189.71 FEET; THENCE N.89°53'32"E. ALONG A LINE LYING 80 FEET SOUTH OF AND BEING PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 36 A DISTANCE OF 646.15 FEET; THENCE S.00°06'22"W. 1245.86 FEET; THENCE S.00°01'02"W. 1324.70 FEET; THENCE N.89°56'48"E. 1317.32 FEET TO THE N.E. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF AFORESAID SECTION 36; THENCE N.00°01'59"E. 1325.90 FEET; THENCE S.89°53'40"W. 1277.69 FEET; THENCE N.00°06'22"E. 1285.87 FEET; THENCE S.89°53'32"W. ALONG A LINE LYING 40 FEET SOUTH OF AND BEING PARALLEL TO THE AFORESAID NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 A DISTANCE OF 646.09 FEET; THENCE N.00°10'53"E. 1175.16 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 40; THENCE S.57 30-36"W. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 47.52 FEET TO THE POINT OF BEGINNING.

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Exhibit V Cont'd

DESCRIPTION: TRACT 5

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 843.49 FEET TO THE POINT OF BEGINNING; THENCE S.00°10'53"W. 1175.16 FEET; THENCE N.89°53'32"E. ALONG A LINE LYING 40 FEET SOUTH OF AND BEING PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 36 A DISTANCE OF 646.09 FEET; THENCE S.00°06'22"W. 1285.87 FEET; THENCE N.89°53'40"E. 1277.69 FEET; THENCE N.00°01'59"E. 1325.91 FEET TO THE N.E. CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 36; THENCE S.89°53'32"W. ALONG THE AFORESAID NORTH BOUNDARY OF THE SOUTH 1/2 OF THE N.W. 1/4 A DISTANCE OF 1882.04 FEET; THENCE N.00°10'53"E. 1160.61 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 40; THENCE S.57°30'36"W. 47.52 FEET TO THE POINT OF BEGINNING.

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Exhibit V Cont'd

DESCRIPTION: TRACT 6

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA; THENCE N.00°10'40"E. ALONG THE WEST BOUNDARY OF SAID SECTION 36 A DISTANCE OF 2009.24 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No 40; THENCE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 95.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.57°30'36"E. ALONG SAID SOUTHERLY RIGHT OF WAY LINE 653.41 FEET; THENCE S.00°10'53"W. 1804.21 FEET; THENCE S.89°55'06"W. 549.99 FEET; THENCE N.00°10'40"E. ALONG A LINE LYING 80 FEET EAST OF AND BEING PARALLEL TO THE AFORESAID WEST BOUNDARY OF SECTION 36 A DISTANCE OF 734.01 FEET TO THE POINT OF BEGINNING.