

DECLARATION OF COVENANTS AND RESTRICTIONS
THE HORIZON PUD HOMEOWNERS ASSOCIATION, INC.
VOLUSIA COUNTY, FLORIDA
AND
NOTICE OF PROVISIONS OF
THE HORIZON PUD HOMEOWNERS ASSOCIATION, INC.

09/25/1998 14:46
Instrument # 98181586
BOOK : 4350
PAGE : 4064

THIS DECLARATION, made this 22nd day of September,
19 98, by Dave Robinson Builder and Developer, a Florida
corporation, with its principal place of business at 1991
Industrial Drive, DeLand, Florida, hereinafter sometimes referred
to as the "Developer").

- W I T N E S S E T H -

WHEREAS, the Developer is the record owner in fee simple
absolute of certain real property located in Port Orange, Volusia
County, Florida and more particularly described in the "Schedule of
Legal Description" which is attached hereto as Exhibit "A" and made
a part thereof; and

WHEREAS, in accordance with the applicable provisions of State
law and local ordinance, the Developer caused the above described
real property to be subdivided into lots known as Horizon PUD,
(hereinafter "the subdivision") and subdivision plats thereof duly
filed in the Office of the Clerk of the Circuit Court, Volusia
County, Florida, on September 25, 1998, and recorded in Map
Book 46, Pages 197 - 198 of the Public Records of
Volusia County, Florida; and

WHEREAS, it is the intention of the Developer to develop the
subdivision as a quality, single-family subdivision with common
areas as shown on the above referenced plat.

WHEREAS, there is a need to specify, make and impose
covenants, and to grant necessary easements for the use of the
subdivision, and to provide for an effective administration of the
common areas in the subdivision; and

WHEREAS, the Developer has caused to be incorporated in
Florida a non-profit corporation known as the Horizon PUD
Homeowners Association, Inc. which has been formed to manage the
common areas, collect assessments, and generally provide for the
orderly enjoyment of the subdivision.

NOW, THEREFORE, this declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Volusia County, Florida.

ARTICLE I
DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

a) "Association" shall mean and refer to the Horizon PUD Subdivision Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the memberships of which will be owners of "dwelling units" or "lots" in the subdivision, filed by Developer.

b) "Common Area" shall mean the stormwater retention area and any parcel of land located within the subdivision that is not a lot or parcel dedicated to the City of Port Orange.

c) "Developer" shall mean and refer to Dave Robinson Builder and Developer, its successors and assigns.

d) "Lot" shall mean any parcel of land located within the subdivision, which is intended for use as a site for a single family dwelling. A parcel of land shall be deemed to be unimproved

until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

e) "Dwelling Unit" shall mean one building constructed primarily for use as a residential dwelling.

f) "Subdivision" shall mean the subdivision of land authorized and created pursuant to the Horizon PUD Agreement and the plat of the property described in Exhibit "A" or any phase of a subdivision created pursuant to the Horizon PUD Agreement as recorded in the Public Records of Volusia County, Florida at Book 4052, Page 4633.

g) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 1.2 Property subject to Covenants and Restrictions.

The property subject to the Declaration of Covenants and Restrictions is that property described in the Schedule of Legal Description which is attached hereto as Exhibit "A".

ARTICLE II
RESTRICTIVE COVENANTS

Section 2.1 No lot shall be used for any purpose other than a one family dwelling with not less than 1100 square feet of living area and an attached or detached two car garage. All primary residential and accessory structures shall be approved by an Architectural Control Board. The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereinafter referred to as "grounds", shall be used for normal and customary residential yard purposes.

Section 2.2 These restrictions shall comply with the requirements of the Federal Housing Administration (F.H.A.). In the event these restrictions are deemed not comply with F.H.A. guidelines, the Developer, so long as it owns a lot or a security interest in a lot within the subdivision, hereby reserves the right to amended these restrictions to meet F.H.A. guidelines. The restrictions amended under this reservation shall be effective on all lots within the subdivision, even if the restrictions are amended after a lot has been sold by the Developer.

Section 2.3 No recreational vehicle, boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of 36 hours per week) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage. No automobile, truck, or other commercial vehicle which contains lettering shall be parked (for any period of time in excess of 36 hours per week) or stored or otherwise permitted to remain on any lot except in an enclosed structure.

Section 2.4 All owners shall keep their grounds mowed and maintained, free of disease, bugs, and in a presentable condition, and shall not permit any unsightly growth, weeds or underbrush on their grounds. If an owner shall fail to maintain his grounds

herein required, the Developer, or the Association, shall have the power to correct such omission and assess the cost thereof to such owner. The Association shall have the right to adopt rules and regulations to enforce this provision.

Section 2.5 Each owner of a lot agrees to maintain fire and extended coverage casualty insurance on the improvements on such lot, and agrees to use the proceeds thereof to repair or replace any damage to or destruction of improvements within reasonable time after such casualty.

Section 2.6 No noxious or offensive activity shall be carried on or suffered to exist on any lot that may be or may become an annoyance or private or public nuisance.

Section 2.7 No lot or common area shall be used for dumping or discharge or rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste materials shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.8 Fences and walls are not permitted in the front yard. Fences and walls shall be limited to the side and rear yards and shall not exceed six (6') feet in height. limited to rear building line, not permitted in front yard. Hedges or shrub plantings in any yard shall be limited to six (6) feet in height. Satellite dishes and antennas must meet Architectural Control Board guidelines, be concealed and installed in the rear yard.

Section 2.9 An assessment by the Association to pay the costs of operation and maintenance of the stormwater treatment system will be the responsibility of each Lot Owner. The amount assessed will be based on a prorata share as determined by the Association. Failure of an Owner to pay such assessment when due shall result in the Association placing a lien on the delinquent Owner's Lot. The Association shall be entitled to costs and attorneys' fees associated with filing the lien and recovering any costs or attorney fees associated therewith.

ARTICLE III ASSOCIATION

Section 3.1 To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in the Subdivision (all units), a non-profit corporation known and designated as "Horizon PUD Homeowners

Association, Inc.", a non-profit Florida Corporation has been created. The Association shall operate, maintain and manage the common areas. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. In order to provide adequate assurance that this stormwater management system will adequately function, the following maintenance procedures are hereby established for the Association and its permanent maintenance staff:

- a. Inspect all inlets and control structures for vandalism, deterioration or accumulation of sand and debris. Remove debris and repair as necessary.
- b. Inspect and remove any debris in control structures, or blockage of orifice system, if so equipped.
- c. Inspect and/or repair skimmer boards around control structures as necessary.

The Association shall assist in the enforcement of the restrictions and covenants contained herein, and shall undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Certificate of Incorporation and By-Laws of said Association. True and complete copies of the Certificate of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C", respectively, and such documents are expressly made a part hereof.

Section 3.2 The owner of each lot within the Subdivision, shall automatically become a member of the Association upon his or her acquisition of an ownership interest in title to any lot or dwelling unit. The membership of such owner shall terminate automatically at the time that such divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means of which such ownership may have been divested.

Section 3.3 No person or corporation or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of

such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, to resort to the courts for the enforcement of liens and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developer covenants, and each owner or tenant of each and every lot or dwelling unit shall by acceptance of a deed or other instrument of conveyance thereof, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual assessments, dues or charges as determined by the Board of Directors of the Association as permitted by the Association By-laws, and
- (b) All special assessments or charges for the purpose set forth in Section 4.2 of this article, such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the cost of collection including reasonable attorney's fees, both a trial and on appeal, as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made, whether or not claim of lien is filed. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees as above established shall also be the personal obligation of the person

who was the "owner" of such real property at the time when the assessment first became due and payable, and also the joint and several personal obligation of any subsequent grantees who take title without first obtaining a letter from the Association as herein provided, that there are no outstanding assessments against the lot being purchased. In the case of co-ownership or cotenancy of a lot or dwelling unit each owner or tenant shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collections costs, and attorney's fees. Prospective purchasers are hereby notified of the possible charge against the property in the Subdivision, and they are directed to Section 4.5 hereinbelow.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and to provide services which the Association is authorized to provide including, but not limited to the management and operation of the stormwater treatment system, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to the Common Areas, payment of the cost to acquire labor, services including professional services of attorneys and accountants, etc., equipment, materials, management, and the supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Area at the time of conveyance to the Association. The Association shall not be bound in setting assessments based on assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3. Assessments which are not paid on or before the date the same shall be delinquent, and each delinquent assessment shall bear interest at eighteen percent (18%) per annum or the maximum permitted by law if less than 18%, until it is paid in full. In addition to the accrual of interest, when assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessments. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common area by abandonment of the lot or dwelling unit, by extended absence from

the subdivision, or by or for any other reason, except as provided in paragraph 4.3.

Section 4.4. The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.5. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the front yards of lots or the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be co-mingled with monies collected from other owners.

Section 4.6. Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.7. In the event that any first mortgage shall acquire title to any lot or dwelling unit by virtue of any foreclosure or judicial sale, or in the event any such first mortgagee shall acquire title by deed from the mortgagor or his personal representative, successors, or assigns, then such first mortgagee who acquired title shall not be liable or obligated for the payment of any assessment or assessments which are in default and delinquent at the time they have acquired such title, except a prorata share as follows: In the event the acquisition of title as aforesaid, any assessment or assessments as to which the party so acquiring title shall not be fully liable, shall be absorbed and paid by all the owners of all the lots and dwelling units as an expense to the Association; provided, however, that nothing contained herein nor any action taken by said owners shall be construed to constitute a release of waiver of liability against the owner or their estate who was liable for such delinquent assessments or the enforcement of collection of such payment by means other than foreclosure. In the event that any person, firm,

corporation, other business entity, or first mortgagee shall acquire title to any lot or dwelling unit and its appurtenant interest in the Association by virtue of any foreclosure or judicial sale, the party so acquiring title shall be liable and obligated for such assessments as may accrue and become due and payable with respect to said dwelling unit and the common areas subsequent to the date of acquisition of such title.

Section 4.8. Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all the real property within the Subdivision, (all present and future units), and the present and future interests of each member of the Association in the common area and improvements thereto, (including the stormwater treatment system) to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration, each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees at trial on appeal which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.9. The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments or superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interest, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest of all such advances.

Section 4.10. All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien, or other encumbrance or a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all of such persons, firms, corporations, and other business entities in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.11. The lien created pursuant to this Declaration shall be perfected by the recording in the official public records of Volusia County, Florida, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collections costs, attorney's

fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such liens is made, the claim of lien shall be satisfied or recorded by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien, and shall likewise be subordinate to any lien filed by the Horizon PUD Homeowners Association, Inc. pursuant to prior restrictions. The Association, at its sole discretion, may also elect to pursue enforcement of the terms and provisions of this Declaration, including the right to collect assessments, interest costs and attorney fees related thereto, including trial and appeal, by any and all legally permissible means including, but not limited to, enforcement of the terms and provisions of this Declaration as a contract.

ARTICLE V
AMENDMENT, TERMINATION AND ENFORCEMENT

Section 5.1. Subject to the terms of 5.3, the Developer hereby reserves for itself and its assigns the right to amend, modify or rescind such parts of these restrictions as is in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Subdivision. This right of amendment specifically includes without limitation the right to add more units to the property covered hereunder.

In addition to the rights of the Developer reserved in the preceding paragraph, subject to the terms of 5.3, seventy-five percent (75%) of the record owners of lots in the Subdivision, may amend or modify such provisions of this Declaration as they deem necessary or desirable.

Section 5.2. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its permitted condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 5.3. These Covenants and Restrictions may be enforced by an action at law for damages, or a proceeding in equity for an injunction. All costs of enforcement, including reasonable attorneys' fees at trial and on appeal, shall be borne by the violating party.

Section 5.4. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE VI
USE OF COMMON PROPERTY

Section 6.1. The common areas, as hereinabove specifically described, or hereafter designated by developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within the Subdivision, as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and other similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners. The Association is hereby required to maintain in force public liability insurance in an amount not less than \$100,000/\$300,000, with respect to the common areas under its jurisdiction and control.

ARTICLE VII
COVENANTS AGAINST PARTITION
AND
SEPARATE TRANSFER OF COMMON AREA

This Declaration hereby recognizes that the full use and enjoyment of any lot or dwelling unit within the Horizon PUD Subdivision, is dependent upon the use and enjoyment of the common areas and the improvements made thereto. Further it is recognized that the interests of all of the lot owners are promoted by ownership of the common areas being retained by the Association. To these ends, there shall exist no right to transfer the owners' interest in the Association in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in the Horizon PUD Subdivision provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the Association for the purpose of effectuating the intent of this Declaration.

ARTICLE VIII
COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five percent (75%) of the then recorded owners of the lots or dwelling units in the Horizon PUD Subdivision, is recorded containing an agreement of the said owners with respect to the alteration, change, modification, or repeal, in whole or in part, of the provisions of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

DAVE-ROBINSON BUILDER
AND DEVELOPER

Virginia L. Golden

Virginia L. Golden
Print Name of Witness

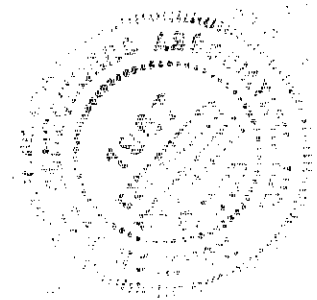
David R. Robinson

By: David R. Robinson
President

John J. Senical, Jr.

John J. Senical, Jr.
Print Name of Witness

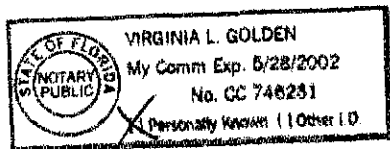
Attest: [Signature]
Its: Secretary



(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of September, 19 98, by David R. Robinson and John J. Senical, Jr., President and Secretary, respectively, of Dave Robinson Builder and Developer, a Florida Corporation, on behalf of the corporation. They are is personally known to me or has produced _____ as identification and did (did not) take an oath.



Virginia L. Golden
Virginia L. Golden
Print Name
Commission Expires: 5/28/2002

DESCRIPTION

BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS A POINT OF REFERENCE. THENCE S 00°50'47" W, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 535.30 FEET TO THE SOUTHWEST CORNER OF LOT 18, WILLOW RUN - UNIT 5, AS RECORDED IN MAP BOOK 40, PAGE 19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, ALONG THE BOUNDARY OF SAID WILLOW RUN - UNIT 5, S 89°24'08" E, A DISTANCE OF 905.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD PER OFFICIAL RECORDS BOOK 2808, PAGES 839-841, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE LEAVING SAID BOUNDARY OF WILLOW RUN - UNIT 5, S 06°01'38" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS, A DISTANCE OF 505.07 FEET TO THE NORTH LINE OF AN INGRESS, EGRESS, PARKING AND UNDERGROUND UTILITIES EASEMENT PER OFFICIAL RECORDS BOOK 2931, PAGES 1238 AND 1239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, N 89°24'08" W, ALONG SAID NORTH LINE OF SAID EASEMENT, A DISTANCE OF 856.22 FEET TO THE WEST LINE OF SAID EASEMENT, THENCE LEAVING SAID NORTH LINE, S 00°50'47" W, ALONG SAID WEST LINE, A DISTANCE OF 54.00 FEET; THENCE LEAVING SAID WEST LINE, N 89°24'08" W, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF THE AFOREMENTIONED WILLOW RUN - UNIT 5; THENCE N 00°50'47" E, ALONG SAID BOUNDARY, A DISTANCE OF 555.70 FEET TO THE AFOREMENTIONED POINT OF BEGINNING, CONTAINING 10.917 ACRES, MORE OR LESS.

BOOK : 4350
PAGE : 4076
Diane M. Matusek
Volusia County, Clerk of Court